



City Council Meeting Agenda

Tuesday, May 19, 2020

6:30 p.m. - Closed Session

6:40 p.m. - Study Session

7:00 p.m. - General Session

Marty Simonoff, Mayor

Steven Vargas, Mayor Pro Tem

Cecilia Hupp, Council Member

Christine Marick, Council Member

Glenn Parker, 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. This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. Public comments will be accepted in writing, a separate location on-site, and by teleconference. The meeting will also be broadcast live at www.cityofbrea.net.

Written comments may be sent to the City Clerk's Office at cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, May 19, 2020. All written comments will be read aloud during the meeting by the City Clerk. Some written comments may be summarized as to not exceed the speaking time allotted. To provide comments in person, the public must use video conferencing equipment provided in Community Rooms A and B, located on the 2nd Floor of the Brea Civic & Cultural Center at 1 Civic Center Circle. To provide comments by teleconference, members of the public must contact City Staff at (714) 990-7756 or cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, May 19, 2020 to obtain the Zoom Meeting ID number and password. Teleconference participants will be muted until recognized at the appropriate time by the Council.

Special Accommodations

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

Important Notice

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

CLOSED SESSION
6:30 p.m. - Council Chamber
Plaza Level

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 Management Association (Non-Safety); Brea City Employees' Association (BCEA); Administrative and Professional Employees' Association (APEA); Brea Fire Association (BFA); Brea Fire Management Association (BFMA); Brea Police Association (BPA); and the Brea Police Management Association (BPMA); Executive and Part-Time Employees - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator.**

STUDY SESSION
6:40 p.m. - Council Chamber
Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

3. Public Comment

4. Clarify Regular Meeting Topics

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

CALL TO ORDER/ ROLL CALL - COUNCIL

5. Pledge of Allegiance

6. Invocation: Steve Chang, Living Hope Community Church

7. Matters from the Audience

Written comments may be sent to the City Clerk's Office at cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, May 19, 2020. All written comments will be read aloud during the meeting by the City Clerk. Some written comments may be summarized as to not exceed the speaking time allotted. To provide comments in person, the public must use video conferencing equipment provided in Community Rooms A and B, located on the 2nd Floor of the Brea Civic & Cultural Center at 1 Civic Center Circle. To provide comments by teleconference, members of the public must contact City Staff at (714) 990-7756 or cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, May 19, 2020 to obtain the Zoom Meeting ID number and password. Teleconference participants will be muted until recognized at the appropriate time by the Council.

8. Response to Public Inquiries - Mayor / City Manager

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

- 9. General Plan Amendment No. GPA 20-02, Zone Change No. ZC 20-02, Conditional Use Permit No. CUP 20-07, and Certificate Compatibility No. CC 20-01 for the development of a single-family residence with accessory structures and private equestrian facilities at 109 Lilac Lane** - Open the public hearing, receive any public testimony, and close the hearing. Review Planning Commission recommendation and consider adoption of Resolution No. 2020-033, A Resolution of the City Council of the City of Brea approving General Plan Amendment No. GPA 20-02 and amending the City of Brea General Plan regarding the same; and approving Certificate of Compatibility No. CC 20-01 and Conditional Use Permit No. CUP 20-07 to permit the development of a single-family home, accessory structures and private equestrian facilities at 109 Lilac Lane; and introduction of Ordinance No. 1215, an Ordinance of the City of Brea approving Zone Change ZC 20-02 and amending the Zoning Map regarding the same; to permit the development of a single-family home, accessory structures and private equestrian facilities at 109 Lilac Lane, and making findings in support thereof.
- 10. Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, Development Agreement No. DA 19-01, and Final Environmental Impact Report No. FEIR 19-01 for the Mercury Residential Development Proposal at the Southeast corner of Mercury Lane and Berry Street** – Open the public hearing, receive any public testimony, and close the hearing. Review Planning Commission recommendation and consider adoption of Resolution No. 2020-032, certifying Final Environmental Impact Report No. FEIR 19-01 and introduction of Ordinance No. 1214, approving Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, and Development Agreement No. DA 19-01 for the Mercury Residential Development Proposal at the Southeast Corner of Mercury Lane and Berry Street. This item is continued from the May 12, 2020 Special City Council Meeting.

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

- 11. May 5, 2020 City Council Regular Meeting Minutes** - Approve.
- 12. Acceptance of Contract and Notice of Completion for Contract for Dog Park Surfacing Improvements, CIP Project No. 7950** - Accept Project as complete and authorize City Clerk to record Notice of Completion and authorize the City Clerk to release Payment and Performance Bond upon notification from the Public Works Director or authorized designee.
- 13. Encroachment License Agreement with TH Brea Venture, LLC for West Village development in Central Park Village located at Southwest Corner of Central Avenue and Site Drive** - Approve Encroachment License Agreement.
- 14. Professional Services Agreement with Kimley-Horn for Environmental Phase of Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Interchange Improvements Project (CIP 7306)** - Approve Professional Services Agreement (PSA) with Kimley-Horn in the amount of \$290,397.85 plus 15% contingency. This Project is funded by the Traffic Impact Fund (Fund 540) within the CIP, there will be no impact to the General Fund.

15. **Pump Replacement and Enclosures at Carbon Canyon Booster Stations 2 & 3 Projects; New CIP Project for Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park; and Professional Services Agreement with NV5 for Design Services to Complete the Design of Project CIP 7475** - 1) Revise Scope of Work for CIP No. 7470 Pump Replacement at Carbon Canyon Booster Station Nos. 2 and 3; 2) Revise Scope of Work for CIP No. 7471 Construction of Booster Stations Nos. 2 and 3 Enclosures; 3) Adopt Resolution No. 2020-034 to Add New CIP Project No. 7475 – Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park to the FY 2019-20 CIP; and 4) Approve Professional Services Agreement with NV5 for the Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park in the amount of \$300,557. There are sufficient funds in the Water Utility Fund (420) to fund the project. There is no fiscal impact to the General Fund.
16. **City Outgoing Payment Log and Disbursement Registers for May 8 and 15, 2020** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

17. **City Manager**
18. **City Attorney**
19. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: General Plan Amendment No. GPA 20-02, Zone Change No. ZC 20-02, Conditional Use Permit No. CUP 20-07, and Certificate Compatibility No. CC 20-01 for the Development of a Single-family Residence with Accessory Structures and Private Equestrian Facilities at 109 Lilac Lane.

RECOMMENDATION

PLANNING COMMISSION RECOMMENDATION

The applicant proposes to change the General Plan designation to Low Density Residential and the Zoning designation to Single-Family Residential with an Equestrian Overlay (R-1/E) to allow for the development of the following uses:

- A one-story, single-family residence containing 9,374 square feet
- An accessory dwelling unit (ADU) containing 4,576 square feet
- Two (2) stables at 1,900 square feet each to accommodate up to 26 horses boarded on the property
- A combined garage and hay barn containing 5,454 square feet
- Enclosed pasture and arena areas for horse training and riding

On April 28, 2020, the Planning Commission recommended (5-0) that the City Council approve the project with two modifications to the conditions related to construction access and to become a National Fire Protection Agency "Firewise Site." Both modifications have been included in the Draft Resolution; see Attachments 1 and 2, Draft Resolution and Draft Ordinance.



Figure 1: Vicinity Map

BACKGROUND/DISCUSSION

BACKGROUND

The project site is located at 109 Lilac Lane on the northwest corner of Carbon Canyon Road and Olinda Place. The property is approximately 8.51 acres and located within the Olinda Village neighborhood, which consists of one- and two-story single-family residences. The property has a General Plan designation of Public Facilities and is zoned PF (Public Facilities). The subject property is owned by the Brea Olinda Unified School District (BOUSD). The site was utilized as the Olinda Elementary School prior to its relocation along Birch Street. In 2011, the BOUSD declared the property as surplus and the buildings were subsequently demolished. The property has since remained vacant. On May 6, 2019, the BOUSD Board of Directors approved a Purchase and Sale Agreement to transmit title of the property to Manuel and Donna Perez. The property is currently in escrow.

DISCUSSION

General Plan Amendment

The proposed project would change the land use designation from Public Facilities to Low Density Residential. This designation is consistent with the use of nearby properties within the Olinda Village neighborhood. The property was designated for Low Density Residential uses prior to 2006, when the City changed the designation to reflect the school use. The change in land use is consistent with the following goals and policies within the Brea General Plan elements:

Policy CD-2.1 Ensure that the design of new residential developments is sensitive to the character of existing neighborhoods.

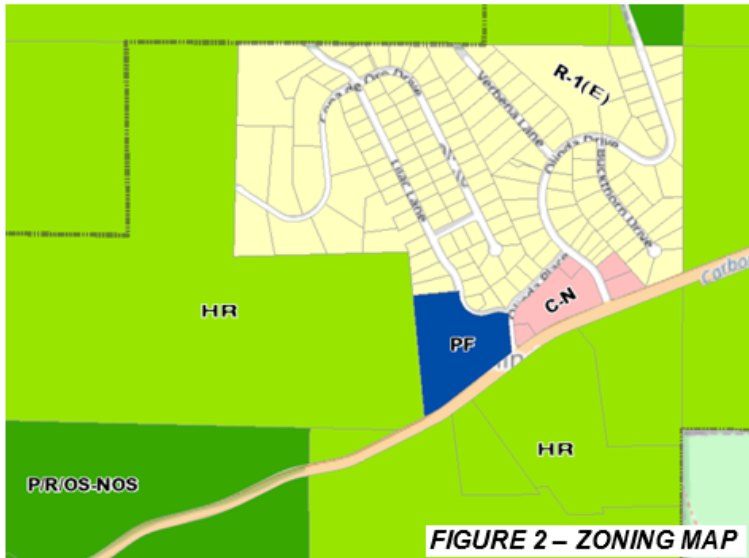
Policy CD-5.1 Ensure new development is compatible with the style, theme, and design of established structures and neighborhoods.

Policy CD-7.6 Preserve a rural atmosphere in Olinda Village

As addressed in the Certificate of Compatibility section below, the project is similar in size, architectural style, and character with surrounding development within the Olinda Village neighborhood. The low lot coverage, pasture areas, and horse stables further enhance the rural atmosphere of the Olinda Village neighborhood.

Change of Zone

The proposed change in zoning from Public Facilities to Single-Family Residential (Equestrian Overlay) is consistent and compatible with the surrounding uses. The zoning for the surrounding properties is as shown in Figure 2.



The Olinda Village neighborhood to the north is zoned R-1(E). This neighborhood contains houses on lots ranging from approximately 9,000 square feet to seven (7) acres. All properties in Olinda Village are located within the Equestrian Overlay Zone with a number of larger properties where horses are boarded. The proposed zone change to R-1(E) (Single-Family Residential with Equestrian Overlay) would allow for the development of a single-family residence and accessory dwelling unit. Additional accessory structures related to the boarding and maintaining of horses would be allowed through the Conditional Use Permit as outlined below. The property owner has engaged the Olinda Village neighborhood and received correspondence from the Board supporting the project.

Certificate of Compatibility

The Code requires construction of new single-family homes be reviewed under a Certificate of Compatibility and is typically reviewed by the Community Development Director however, due to the General Plan Amendment and Zone Change, it has been included. The Certificate of Compatibility considers the compatibility of residential structures to the existing community character, architecture, aesthetics and cohesiveness within residentially zoned properties in the City. Lots in the Olinda Village neighborhood range from approximately 9,000 square feet to seven (7) acres. The project site would be the largest lot in the neighborhood at 8.51 acres. The proposed project meets all development standards for the R-1 Single Family Residential Zone.

For additional information on development standards and architecture, the Planning Commission report from the April 28, 2020 meeting as been included for reference – see Attachment 3.

The existing neighborhood features a mix of homes in various sizes, including 1- and 2-story structures. There are various architectural styles including Ranch, Bungalow and Spanish style homes. The proposed project features a combination of metal and concrete shake shingle roofing, natural wood siding, and wood and stone accent materials. The proposed architectural style is a Farmhouse/Ranch style. The ADU is consistent with the color and material finishes of the primary dwelling, incorporating the same roofing, siding, and accent materials and colors (see Figure 4 & 5). The garage, barn, and stables are a farmhouse style and consistent with the architectural style of the primary and accessory dwelling unit.

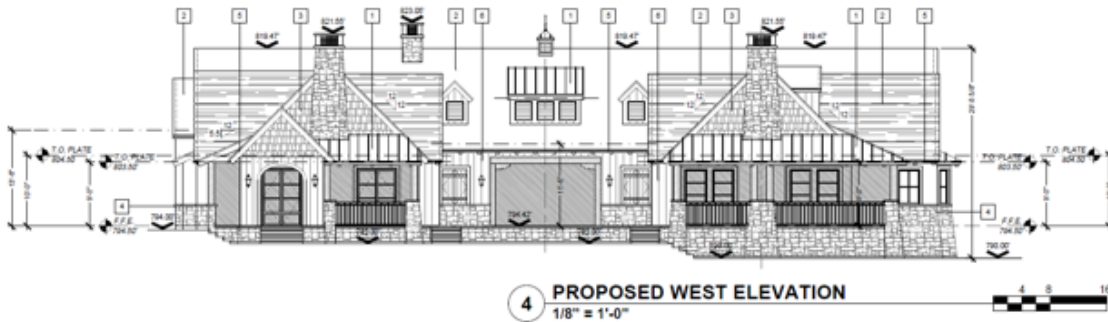


FIGURE 4 – PROPOSED PRIMARY RESIDENCE ELEVATION

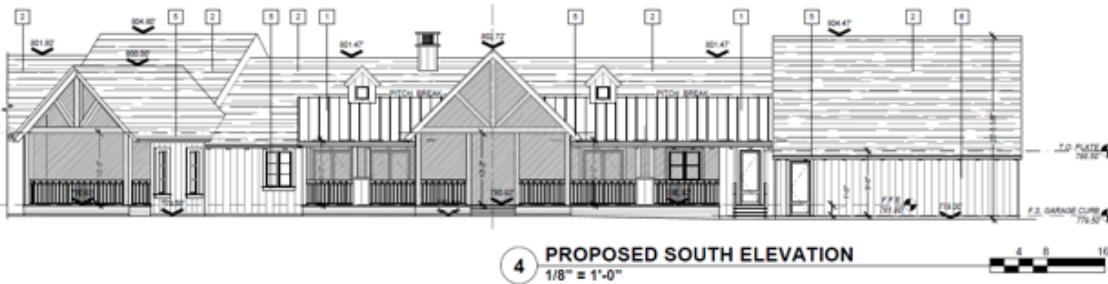


FIGURE 5 – PROPOSED ACCESSORY DWELLING UNIT ELEVATION

Conditional Use Permit

Equestrian facilities may be allowed on sites larger than five acres within the Equestrian Overlay Zone, subject to approval of a Conditional Use Permit. The proposed project meets the applicable development standards.

The proposed equestrian facilities would be owned and operated by the property owner for private boarding and related uses. Commercial use of the property is not proposed as part of the project and not permitted within the Equestrian Overlay zone. Operation of the equestrian facilities will likely require the use of trucks and trailers for transport of animals, supplies, and materials associated with the keeping of horses. The anticipated trips are significantly less than that of a typical school facility, which was the previous use for the site. Additionally, other properties exist within Olinda Village that board horses. The Equestrian Overlay Zone imposes development standards related to the boarding of horses and other related equestrian uses.

On-site facilities for boarding and other equestrian uses are in the middle and towards the rear of the property. The two stable buildings are centrally located while the three pastures are located adjacent to the undeveloped hillside residential property and Carbon Canyon Road. The horse arena is adjacent to Carbon Canyon Road and raised approximately 25 feet above the roadway.

To approve a CUP within the Equestrian Overlay Zone, the Council must find that the proposed site relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed development. The project is



accessed from Carbon Canyon (State Route 142), a 2-lane paved road with a dedicated left turn lane into Olinda Place. Access to the project is provided on Olinda Place on the east and Lilac Lane to the north. Olinda Place and Lilac Lane are both paved, 2-lane local streets improved with curb, gutter, and sidewalks. These roadways are suitable to handle the typical truck and trailer carrying capacity loads generated by the proposed uses as they currently provide access to the other equestrian properties within the Olinda Village neighborhood.

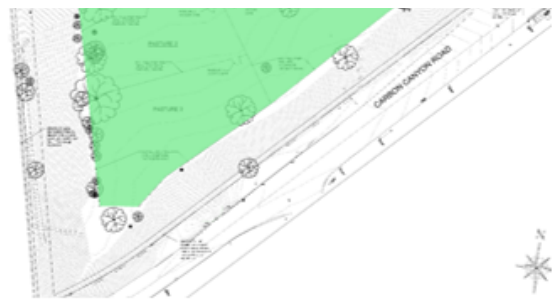


Figure 6: Proposed On-site Equestrian Facilities (Green Areas)

ENVIRONMENTAL ASSESSMENT

The proposed project is exempt from the requirement of the California Environmental Quality Act (CEQA) pursuant to Section 15303 of Title 14, Chapter 3, Article 19 of the California Code of Regulations.

FISCAL IMPACT/SUMMARY

FISCAL IMPACT

No impact on the General Fund.

SUMMARY

The proposed project complies with all applicable development standards for the proposed residential General Plan and Zoning designations. The project is compatible with existing development in the area, which includes many equestrian properties. The Olinda Village Homeowners Association has submitted correspondence indicating its support of the project (Attachment 4).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Sheri Vander Dussen, AICP, Contract Planner

Concurrence: Tracy Steinkruger, Community Development Director

Jennifer A. Lilley, AICP, City Planner

Attachments

1. Draft Resolution General Plan Amendment No. GPA 20-02, Certificate of Compatibility No. CC 20-01 and Conditional Use Permit No. CUP 20-07
 2. Draft Ordinance for Zone Change No. ZC 20-02
 3. 4.28.20 Planning Commission Staff Report
 4. Olinda Village Support Letter
 5. Architectural and Site Plan
-

RESOLUTION NO. 2020-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING GENERAL PLAN AMENDMENT NO. GPA 20-02 AND AMENDING THE CITY OF BREA GENERAL PLAN REGARDING THE SAME; AND APPROVING CERTIFICATE OF COMPATABILITY NO. CC 20-01 AND CONDITIONAL USE PERMIT NO. CUP 20-07 TO PERMIT THE DEVELOPMENT OF A SINGLE-FAMILY HOME, ACCESSORY STRUCTURES AND PRIVATE EQUESTRIAN FACILITIES AT 109 LILAC LANE

A. RECITALS:

(i) On April 28, 2020, the Planning Commission of the City of Brea held a duly noticed public hearing, as required by law, on General Plan Amendment No. GPA 20-02, Zoning Change No. ZC 20-02, Certificate of Compatibility No. CC 20-01, and Conditional Use Permit No. CUP 20-07 to allow development of a single-family home and related accessory and equestrian uses on the subject property, and adopted Resolution Nos. PC 2020-09 and PC 2020-10 recommending that the City Council approve these applications.

(ii) On May 19, 2020, the City Council held a duly notice public hearing on GPA 20-02, CC 20-01, and CUP 20-07, at which all persons participating had an opportunity to speak on the matter.

(iii) The subject property was formerly owned by the Brea Olinda Unified School District. The District declared the property as surplus and no longer necessary for the District's purposes in 2011. At its meeting of May 6, 2019, the District's Board of Directors approved a Purchase and Sale Agreement to transmit title of the property to Manuel Perez and Donna Perez.

(iv) The proposed General Plan Amendment and related applications are

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necessary and appropriate to permit the subject property to be used for residential use since the site is no longer necessary for the District's purposes.

(v) The subject property is located at 109 Lilac Lane, in the City of Brea, and legally described as a portion of Map Book 248, Page 19, Block 191, Parcel 23, as shown in the latest rolls of the County of Orange Tax Assessor

(vi) The project proponent is Donna Perez, 1251 W. Valencia Mesa, Fullerton, CA 92835.

(vii) The project identified above in this Resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15303, New Construction or Conversion of Small Structures, of Division 6 of Title 14 of the California Code of Regulations.

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

B. RESOLUTION:

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BREA
HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

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

2. Based on its finding in the preceding paragraphs of this Resolution, the evidence presented at the above-referenced public hearing, including but not limited to all written evidence and testimony presented during those hearings, and its own independent judgement, the City Council hereby adopts the CEQA Findings as its own.

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3. The City Council finds that the required findings can be made to approve the requested applications, as described below:

Finding: The subject property is suitable for the uses permitted in the proposed zone in terms of access, size of parcel, relationship to similar or related uses and other considerations deemed relevant by the Planning Commission and City Council.

Fact: The proposed project involves the development of a single-family residence, accessory dwelling unit, and private equestrian facilities on a parcel of approximately 8.5 acres. The proposed project meets all the development standards of the zone and equestrian facilities have been designed to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the appearance of the neighborhood.

Finding: That the proposed structure, mobile or manufactured home is properly designed and complies with the requirements of the zone in which it is proposed.

Fact: The applicant has concurrently submitted applications to amend the General Plan and Zoning Code to designate the subject property for single-family residential development. The proposed development meets or exceeds all applicable development standards for the R-1(E) zone.

Finding: That the proposed structure, mobile or manufactured home, with any conditions to be imposed, is in harmony with the various elements or objectives of the general plan and is not economically or aesthetically detrimental to existing

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or previously approved uses, structures or mobile homes within the surround

Fact: The proposed General Plan Amendment to modify the Land Use Element of the General Plan is processed concurrently with a request for a zone change. The request to change the general plan designation and zoning classification reflects the decision by the Brea Olinda Unified School District to dispose of the property since it is no longer needed for District purposes and is in keeping with the development pattern of the neighborhood. The project helps fulfill General Plan Housing Element Goal 1.0 by maintaining and improving the quality of existing housing and residential neighborhoods in Brea; and preserving the character, scale and quality of established residential neighborhoods. The proposed project involves the development of a single-family residence, accessory dwelling unit and private equestrian facilities on a parcel of approximately 8.5 acres. The equestrian facilities have been designed to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the appearance of the neighborhood.

Finding: That the proposed structure, mobile or manufactured home is aesthetically compatible with the other uses, structures, and mobile homes in the surrounding area.

Fact: The proposed development has been designed to comply with all applicable development standards, including site coverage, setbacks, fencing, fire access and landscaping. The design of the development will harmonize with and complement development within the surrounding area and the neighborhood.

Finding: That the use applied for at the location set forth in the

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application is properly one for which a Conditional Use Permit is authorized by this title.

Fact: The applicant has concurrently submitted applications to amend the General Plan and Zoning Code to designate the subject property for single-family residential development. The applications include a request to apply the Equestrian Overlay Zone to the property. Said land use and zoning designations are consistent with the surrounding land uses. Section 20.263.050(B) of the zoning code allows the development of private equestrian facilities on sites of five acres or more within the Equestrian Overlay Zone.

Finding: That said use with any conditions to be imposed is necessary or desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or to uses specifically permitted in the zone in which the proposed use(s) is to be located.

Fact: The proposed project involves the development of a single-family residence, accessory dwelling unit, and private equestrian facilities on a parcel of approximately 8.5 acres. The equestrian facilities have been located to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the appearance of nearby residences.

Finding: That the site is adequate in size and shape to accommodate the proposed development and all of the yards, setbacks, walls or fences, landscaping, and other features required to bring about conformity with other elements in the neighborhood

Fact: The proposed development and equestrian uses have

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been designed to comply with all applicable development standards, including site coverage, setbacks, fencing, fire access and landscaping. The design of the development will harmonize with and complement development on nearby properties.

Finding: That the proposed site relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed development.

Fact: The subject property was previously used as a public school by the Brea Olinda Unified School District. The proposed home and private equestrian facility will generate fewer trips than the prior school use. The surrounding streets will not be negatively affected by the proposed use.

Finding: That with the conditions stated in the permit, the uses will not adversely affect the public health, safety, or general welfare.

Fact: The equestrian facilities have been located on the site in compliance with applicable development standards. Adequate provisions have been made to ensure animals can be confined to the site; animal waste can be removed regularly; and that emergency vehicles can access the site. The development is required to meet all development standards, building and fire safety requirements thereby not adversely affecting the public health, safety, or general welfare.

5. The City of Brea General Plan is hereby amended as set forth in “Exhibit A.”

6. The City Council hereby approves General Plan Amendment No. GPA 20-02, Certificate of Compliance CC 20-01 and Conditional Use Permit No. 20-07, subject to conditions as set forth herein:

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- a. Development must occur in substantial conformance with the plans and specifications submitted to the Planning Commission dated April 28, which includes a site plan, conceptual architectural elevations, color and materials board, conceptual grading plan and conceptual landscape plans on file in the Planning Division, the conditions contained herein, and all applicable City regulations.
- b. Prior to issuance of a grading permit, the property owner shall submit a final Hydrology and Hydraulic Study for review and approval. The Hydrology and Hydraulic study shall include but not limited to the following:
 - i. Any increased runoff from the proposed development shall be detain on-site and the proposed discharge shall be equal or less than the existing conditions in terms of quantity and velocity.
 - ii. The final study must demonstrate that the adjacent properties, streets and existing storm drain system are not negatively impacted by the proposed project.
 - iii. No property drainage shall be allowed to drain over the driveways and slopes. The on-site runoff shall be collected by yard basins, concrete gutters and drain through parkway drains to adequately drain the property.
- c. Property owner shall submit improvement plans for review and approval. The improvement plans shall be prepared by a Registered Civil Engineer in accordance with City of Brea Public Works Standards for public improvements. The property owner shall be responsible for the public improvements include but are not limited to the following:
 - i. Abandon the existing waterline servicing the old school site. The existing waterlines shall be abandoned at the water main in Lilac Lane.
 - ii. Remove existing fire hydrant connected to the waterline to be abandoned and construct a new fire hydrant connected directly to the existing water main in Lilac Lanes per latest City of Brea Public Works Standards and per City of Brea Fire Department requirement.
 - iii. Install new water services per latest City of Brea Public Works Standards and pay the water impact and connection fees per latest City of Brea impact fee schedule.
 - iv. Submit a CCTV inspection of the existing lateral to be reused for Engineering Division review and approval prior to the connection. Property owner shall be responsible to abandon any un-used sewer lateral at the sewer main.
 - v. Remove and replace all existing improvements that are in conflict with the proposed improvements. All improvements to be constructed per latest City of Brea Public Works Standards.

- vi. The applicant shall submit a construction access plan and coordinate with the City Engineer on access to the site and address any safety concerns prior to issuance of a grading permit.
- d. Property owner shall prepare and submit a priority Water Quality Management Plan (WQMP) for review and approval by the Public Works Department prior to the issuance of a grading permit. The entire property site shall be treated prior to discharge if the proposed impervious area is greater than 50% of the property area.
- e. All new buildings or additions to be built or installed in areas containing combustible vegetation shall comply with the criteria set forth in the 'Brea Very High Fire Hazard Severity Zone Requirements – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.' A fuel modification plan shall be required since this project is in the Very High Fire Hazard Severity Zone (VHFHSZ). The property owner shall submit the Fuel Modification Plan to the Brea Fire Department prior to issuance of permits.
- f. The applicant shall submit the Fire Master Plan (FMP) to the Brea Fire Department prior to issuance of permits. The FMP shall include measures to support neighborhood efforts to comply with the National Fire Protection Agency's "Firewise USA" site program.
- g. The proposed home shall meet the top of slope set back and bottom of slope set back per California Code Chapter 18.
- h. The applicant shall submit to the Building Division site specific geotechnical investigation (soils report) along with structural calculations for project, in conjunction with submittal of applications for permits.
- i. Prior to any construction, the applicant shall obtain building permits for all structures from the Building & Safety Division. All structures shall comply with the most current City adopted codes.
- j. To the fullest extent permitted by law, the applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of this General Plan Amendment No. GPA 20-02, Certificate of Compatibility No. CC 20-01, Conditional Use Permit No. CUP 20-07; and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this Conditional Use Permit and/or the granting or exercise of the rights

RESO NO. 2020-033

May 19, 2020

authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this Conditional Use Permit. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

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

APPROVED AND ADOPTED this 19th day of May, 2020.

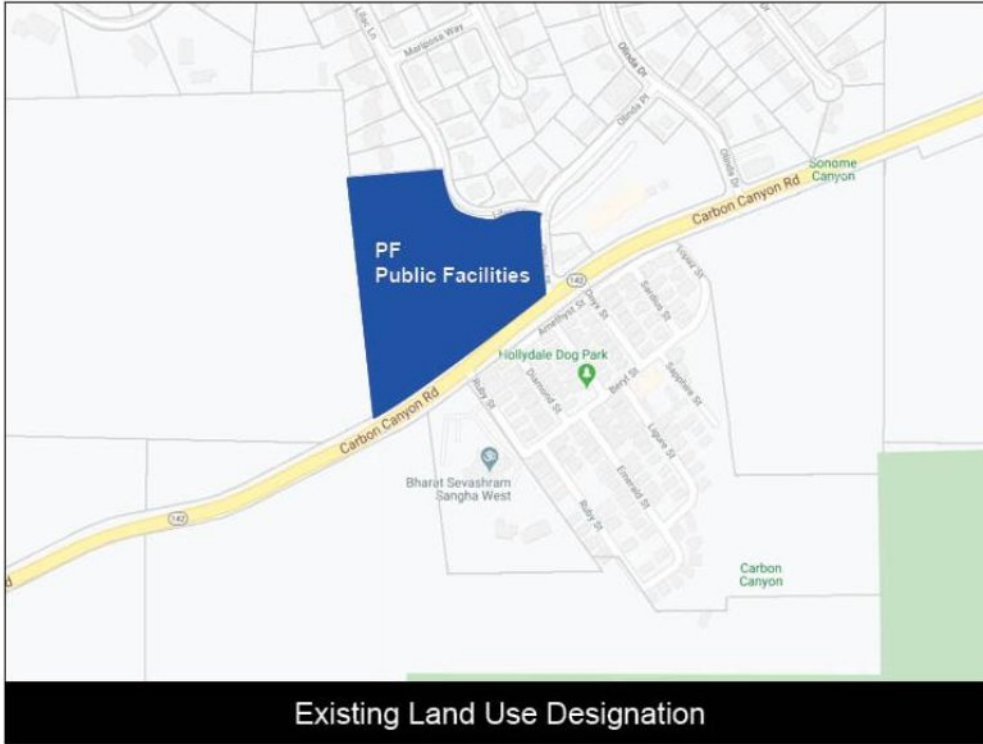
Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2020-033
May 19, 2020

EXHIBIT A
GENERAL PLAN AMENDMENT NO. GPA 20-02

The Property described as Assessor Parcel Number 248-191-23 shall be designated Low Density Residential on the City's General Plan Land Use Map.



RESO NO. 2020-033
May 19, 2020

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 Council of the City of Brea, held on the 19th day of May, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2020-033
May 19, 2020

ORDINANCE NO. 1215

AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE ZC 20-02 AND AMENDING THE ZONING MAP REGARDING THE SAME; TO PERMIT THE DEVELOPMENT OF A SINGLE-FAMILY HOME, ACCESSORY STRUCTURES AND PRIVATE EQUESTRIAN FACILITIES AT 109 LILAC LANE, AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

1. On April 28, 2020, the Planning Commission of the City of Brea held a duly noticed public hearing, as required by law, on General Plan Amendment No. GPA 20-02, Zoning Change No. ZC 20-02, Certificate of Compatibility No. CC 20-01, and Conditional Use Permit No. CUP 20-07 to allow development of a single-family home and related accessory and equestrian uses on the subject property, and adopted Resolution Nos. PC 20-XX and PC 20-XX recommending that the City Council approve these applications.

2. On May 19, 2020, the City Council held a duly noticed public hearing to consider the project, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing.

3. The subject property is located at 109 Lilac Lane, in the City of Brea, and legally described as a portion of Map Book 248, Page 19, Block 191, Parcel 23, as shown in the latest rolls of the County of Orange Tax Assessor.

4. The project proponent is Donna Perez, 1251 W. Valencia Mesa, Fullerton, CA 92835. .

5. The project identified above in this Ordinance is exempt from requirements of the California Environment Quality Act (CEQA) pursuant to Section 15303, New Construction or Conversion of Small Structures, of Division 6 of Title 14 of the California Code of Regulations.

ORD. NO. 1215
DATE

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

B. ORDINANCE.

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

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

2. Based on its findings in the preceding paragraphs of this Ordinance, the evidence presented at the above-referenced public hearings, including but not limited to the Staff Report and Plans, which is hereby incorporated as though set forth in full, all written evidence and testimony presented during those hearings, and its own independent judgment and analysis, the City Council hereby finds as follows:

- a. The proposed zone change is in conformity with the General Plan, as amended. The proposed General Plan Amendment No. GPA 20-02 to modify the Land Use Element of the General Plan is processed concurrently with the request for a zone change. The request to change the general plan designation and zoning classification reflects the decision by the Brea Olinda Unified School District to dispose of the property since it is no longer needed for District purposes and is in keeping with the development pattern of the neighborhood. The project helps fulfill General Plan Housing Element Goal 1.0 by maintaining and improving the quality of existing housing and residential neighborhoods in Brea; and preserving the character, scale and quality of established residential neighborhoods. The proposed project involves the development of a single-family residence, accessory dwelling unit and private equestrian facilities on a parcel of approximately 8.5 acres. The equestrian facilities have been designed to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the appearance of the neighborhood.

b. The Subject Property is suitable for the Project in terms of access, size of parcel, relationship to similar or related uses and other considerations on grounds that include but are not necessarily limited to the following. The proposed project involves the development of a single-family residence, accessory dwelling unit, and private equestrian facilities on a parcel of approximately 8.5 acres. The proposed project meets all the development standards of the zone and equestrian facilities have been designed to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the appearance of the neighborhood.

c. Zone Change 20-02 is not detrimental to the use of land in any adjacent zone on grounds the proposed project involves the development of a single-family residence, accessory dwelling unit, and private equestrian facilities on a parcel of approximately 8.5 acres. The equestrian facilities have been located to minimize impacts on adjoining properties. The project meets all of the development standards of the Single Family Residential (Equestrian Overlay) – R-1(E) – zone. The overall design and appearance of the proposed project is consistent with the appearance of nearby residences.

d. The Project is in the best interest of the City as a whole on grounds that include but are not necessarily limited to the following. The proposed project involves the development of a single-family residence, accessory dwelling unit, and private equestrian facilities on a parcel of approximately 8.5 acres. The equestrian facilities have been located to minimize impacts on adjoining properties. The overall design and appearance of the proposed project is consistent with the development pattern and appearance of nearby residences.

e. Based on its findings in the preceding paragraphs of this Ordinance, the City Council hereby approves Zone Change No. ZC 20-02 and amends the Official Zoning Map of the City of Brea to reflect the actions of this Ordinance., as depicted in Exhibit "A."

3. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

APPROVED AND ADOPTED this ____ day of ____, 2020

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council of the City of Brea held on the 19th day of May, 2020 and was finally passed at the regular meeting of the City Council of the City of Brea on the ____ the day of ____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST: _____
Lillian Harris-Neal, City Clerk

DATED: _____

EXHIBIT A
ZONE CHANGE NO. ZC 20-02

The Property described as Assessor Parcel Number 248-191-23 shall be designated as R-1(E), Single Family Residential (Equestrian Overlay) zone on the City's official Zoning Map.



Agenda Item 6.**City of Brea**

PLANNING COMMISSION COMMUNICATION

TO: Honorable Chair and Planning Commission

DATE: 04/28/2020

SUBJECT: GENERAL PLAN AMENDMENT NO. GPA 20-02, ZONE CHANGE NO. ZC 20-02, CONDITIONAL USE PERMIT NO. CUP 20-07, AND CERTIFICATE OF COMPATIBILITY NO. CC 20-01 FOR THE DEVELOPMENT OF A SINGLE-FAMILY RESIDENCE WITH ACCESSORY STRUCTURES AND PRIVATE EQUESTRIAN FACILITIES, AT 109 LILAC LANE

REQUEST

The applicant is requesting approval of the following applications to construct a single-family residence with accessory structures on a parcel approximately 8.51 acres in size located at 109 Lilac Lane:

- A General Plan Amendment to change the land use designation from Public Facilities to Low Density Residential;
- A Change of Zone from Public Facilities to Single-Family Residential (Equestrian Overlay);
- A Conditional Use Permit to construct an equestrian facility on a site larger than five (5) acres and
- A Certificate of Compatibility for a single-family home and accessory structures.

RECOMMENDATION

Staff recommends the Planning Commission approve General Plan Amendment No. GPA 20-02, Change of Zone No. ZC 20-02, Conditional Use Permit No. CUP 20-07, and Certificate of Compatibility No. CC 20-01, subject to the conditions in the draft Resolutions.

BACKGROUND/DISCUSSION**BACKGROUND**

The property located at 109 Lilac Lane (APN 315-011-19) is approximately 8.51 acres (see Figure 1: Vicinity Map). The property has a General Plan designation of Public Facilities and is zoned PF, Public Facilities. The subject property is owned by the Brea Olinda Unified School District. The site was utilized as the Olinda Elementary School prior to its relocation along Birch Street. The District declared the property as surplus and no longer necessary for the District's purposes in 2011 and the buildings were subsequently demolished. The property has since remained vacant. At its meeting of May 6, 2019, the District's Board of Directors approved a Purchase and Sale Agreement to transmit title of the property to Manuel and Donna Perez. The property is currently in escrow.

DISCUSSION

The applicant, Donna Perez, is proposing to change the zoning from Public Facilities to Single-Family Residential with an Equestrian Overlay to allow for the development of the following uses:

- A one-story, single-family residence containing 9,374 square feet
- An accessory dwelling unit (ADU) containing 4,576 square feet;
- Two (2) stables at 1,900 square feet each to accommodate up to 26 horses boarded on the property for private use;
- A combined garage and hay barn containing 5,454 square feet; and
- Enclosed pasture and arena areas for horse training and riding.

The property is located on the northwest corner of Carbon Canyon Road and Olinda Place. The Olinda Village neighborhood, which consists of 1- and 2-story, single-family residences, is directly to the north and east of the property – See Attachment 1, Technical Background.



Figure 1: Vicinity Map

General Plan Amendment

The project proposes to change the land use designation from Public Facilities to Low Density Residential.

This designation is consistent with the use of nearby properties within the Olinda Village neighborhood. The property was designated for Low Density Residential uses prior to 2006, when the City changed the designation to reflect the school use. The change in land use is consistent with the following goals and policies within the Brea General Plan elements:

Policy CD-2.1 Ensure that the design of new residential developments is sensitive to the character of existing neighborhoods;

Policy CD-5.1 Ensure new development is compatible with the style, theme, and design of established structures and neighborhoods; and

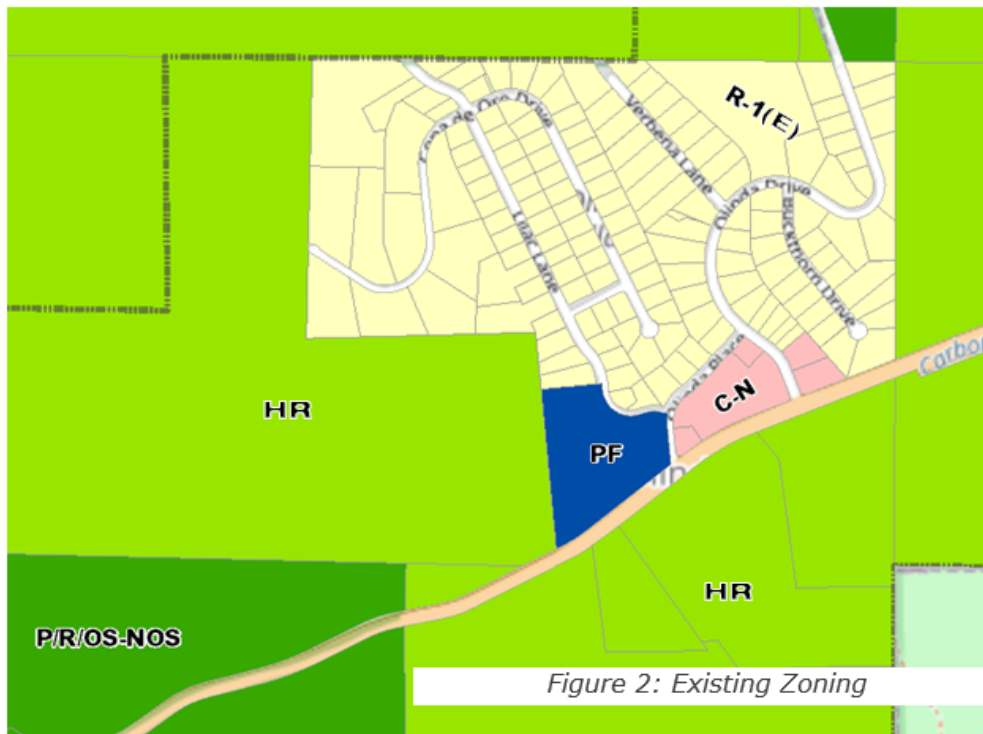
Policy CD 7.6 Preserve a rural atmosphere in Olinda Village.

As addressed in the Certificate of Compatibility section below, the project is similar in size, architectural style, and character with surrounding development within the Olinda Village neighborhood. The low lot coverage, pasture areas, and horse stables further enhance the rural atmosphere of the Olinda Village neighborhood.

Change of Zone

The proposed change in zoning from Public Facilities to Single-Family Residential (Equestrian Overlay) is consistent and compatible with the surrounding uses. The zoning for the surrounding properties is as follows (see Figure 2):

- Single-Family Residential (R-1 (E)) to the north
- Neighborhood Commercial (C-N) to the east
- Hillside Residential to the South and West



The Olinda Village neighborhood to the north is zoned R-1 (E). This neighborhood is a mixture of 1- and 2- story, single-family, detached houses on lots ranging from approximately 9,000 square feet to seven (7) acres. All properties in Olinda Village are located within the Equestrian Overlay Zone with a number of larger properties where horses are boarded.

The proposed zone change to R-1 (E) (Single-Family Residential with Equestrian Overlay) would allow for the development of a single-family residence and accessory dwelling units. Additional accessory structures related to the boarding and maintaining of horses would be allowed through the Conditional Use Permit as outlined below. The property owner has engaged the Olinda Village neighborhood and received correspondence from the Board supporting the project (Attachment 8).

Certificate of Compatibility

The Code requires construction of new single-family homes be reviewed under a Certificate of Compatibility. The Certificate of Compatibility considers the compatibility of residential structures to the existing community character, architecture, aesthetics and cohesiveness within residentially zoned properties in the City. Lots in the Olinda Village neighborhood range from approximately 9,000 square feet to seven (7) acres. The project site would be the largest lot in the neighborhood at 8.51 acres. The project meets all development standards for the R-1 Single Family Residential Zone as demonstrated in Table 1.

Table 1 – R-1 Development Standards

Development Standards	Required	Proposed
Front Yard Setback	25 feet	58 feet
Side Yard Setback	5 feet	31 feet
Rear Yard Setback (Primary Dwelling)	25 feet, main building may project to within ten (10) feet of the rear property line area	125 feet
Rear Yard Setback (ADU)	10 feet	218 feet
Rear Yard Lot Coverage	25% maximum	Less than 25%
Lot Coverage	35% maximum	6.26%
Height	30 feet maximum	Main Residence: 29.47 feet Accessory Dwelling Unit: 25.47 feet Stables 1 and 2: 24.83 feet Hay Barn/Garage: 29.75 feet
Off-Street Parking	2 covered spaces (primary unit), 1 additional space, covered or uncovered (ADU)	8 covered spaces (primary unit), 3 covered spaces (ADU), 3 additional uncovered spaces

The existing neighborhood features a mix of homes in various sizes, including 1- and 2-story structures. There are various architectural styles including Ranch, Bungalow and Spanish style homes (see Figures 3 and 4)



Figure 3: Existing Neighborhood



Figure 4: Existing Neighborhood

The proposed project features a combination of metal and shake shingle roofing, natural wood siding, and wood and stone accent materials. The proposed architectural style is a Farmhouse/Ranch style (see Figure 6).

The ADU is consistent with the color and material finishes of the primary dwelling, incorporating the same roofing, siding, and accent materials and colors (see Figure 5 & 6).

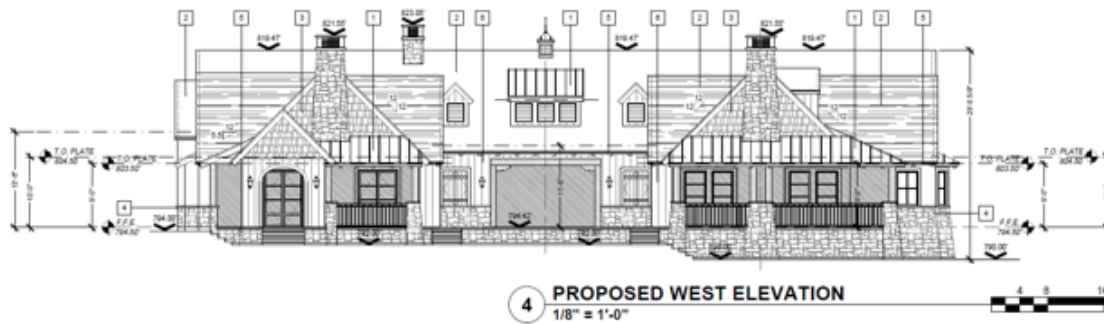


Figure 5: Proposed Elevation (Primary Residence)

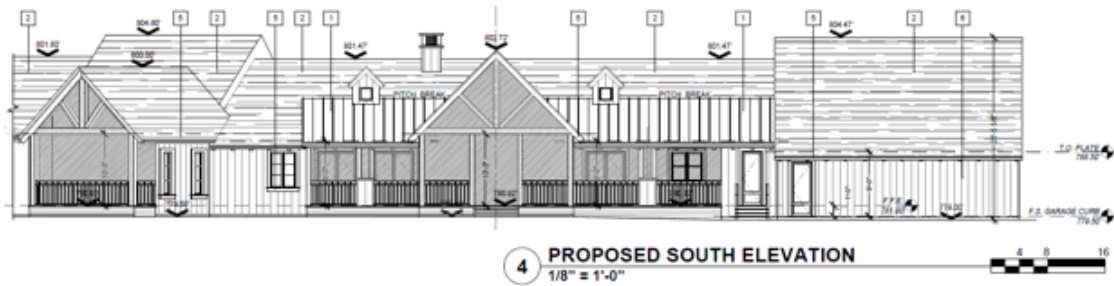


Figure 6: Proposed Elevation (Secondary Residence – ADU)

The garage, barn, and stables are a farmhouse style and consistent with the architectural style of the primary and accessory dwelling unit.

Conditional Use Permit

Equestrian facilities may be allowed on sites larger than five acres within the Equestrian Overlay Zone, subject to approval of a Conditional Use Permit. The proposed project meets the applicable development standards as demonstrated in Table 2.

The proposed equestrian facilities would be owned and operated by the property owner for private boarding and related uses. Commercial use of the property is not proposed as part of the project and not permitted within the Equestrian Overlay zone. Operation of the equestrian facilities will likely require the use of trucks and trailers for transport of animals, supplies, and materials associated with the keeping of horses. The anticipated trips are significantly less than that of a typical school facility, which was the previous use for the site. Additionally, other properties exist within Olinda Village that board horses.

The Equestrian Overlay Zone imposes development standards related to the boarding of horses and other related equestrian uses. Table 2 demonstrates the project either complies with or exceeds the minimum standards as follows:

Table 2 – Equestrian Overlay Zone Development Standards

Development Standards	Required/Allowed	Proposed
Lot Area	1 acre (43,560 square feet)	8.51 acres
Lot Width	Minimum street frontage of 30 feet	450 feet of street frontage on Lilac Lane
Horse Allocation	26 horses (4 horses for the first 1 acre, 1 additional horse for every 15,000 square feet)	26 horses
Setbacks		
<i>Structures used for the housing of horses shall be:</i>	100 feet minimum from any adjacent building used for human habitation not on the subject site	229 feet
	50 feet minimum from any building utilized for human habitation on the same property	53 feet
	25 feet minimum from any property line	152 feet
<i>Pastures and exercise areas for horses shall be:</i>	75 feet minimum from any adjacent building used for human habitation not on the subject site.	84 feet
	35 feet minimum from any building utilized for human habitation on the same property	50 feet
	25 feet minimum from any property line	35 feet

On-site facilities for boarding and other equestrian uses are located in the middle and towards the rear of the property. The two stable buildings are centrally located while the three pastures are located adjacent to the undeveloped hillside residential property and Carbon Canyon Road. The horse arena is adjacent to Carbon Canyon Road and raised approximately 25 feet above the roadway (see Figure 7)

To approve a CUP within the Equestrian Overlay Zone, the Planning Commission must find that the proposed site relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed development. The project is accessed from Carbon Canyon (State Route 142), a 2-lane paved road with a dedicated left turn lane into Olinda Place. Access to the project is provided on Olinda Place on the east and Lilac Lane to the north. Olinda Place and Lilac Lane are both paved, 2-lane local streets improved with curb, gutter, and sidewalks. These roadways are suitable to handle the typical truck and trailer carrying capacity loads generated by the proposed uses as they currently provide access to the other equestrian properties within the Olinda Village neighborhood.

The project complies with all applicable development standards for the proposed residential General Plan and Zoning designations. The project is compatible with existing development in the area, which includes many equestrian properties. The Olinda Village Homeowners Association has submitted correspondence indicating its support of the project (Attachment 8).

ENVIRONMENTAL ASSESSMENT

The proposed project is exempt from the requirement of the California Environmental Quality Act (CEQA) pursuant to Section 15303 of Title 14, Chapter 3, Article 19 of the California Code of Regulations.

RESPECTFULLY SUBMITTED

Jennifer A. Lilley, AICP, City Planner

Prepared by: Sheri Vander Dussen, AICP, Contract Planner

Attachments

1. Technical Background
 2. Vicinity Map
 3. Public Hearing Notice
 4. Draft Resolution for General Plan Amendment and Zone Change
Draft Resolution for Conditional Use Permit
 6. Project Description
 7. Architectural and Site Plan
 8. Olinda Village Support Letter
-

To: City of Brea
Public Outreach for Proposed Project at 109 Lilac Lane
Plan Review No.: PR 19-10 Second Submittal Comments
Job Address: 109 Lilac Lane, Brea, CA
Date: March 10, 2020

RE: Public Outreach Correspondence

Below please find an email correspondence our client received in January from Olinda Village Homeowners Association showing support for the proposed project.

From: fkreed@msn.com
Sent: 1/5/2020 1:33:57 PM Pacific Standard Time
Subject: Lilac Lane, Olinda Village

Dear Wally,

Thank you for forwarding the proposed home plans for the property at 109 Lilac Lane. We have circulated the plans to all the neighbors who currently belong to the Olinda Village Homeowners Association for their review. (Note: Not all residents belong to our homeowner group). We encouraged anyone with questions or concerns to contact you directly or to convey their thoughts to one of our current board members.

In over a month's time we have met with nothing other than support for the proposed plan. Any questions or concerns have been addressed and as a community within our HOA, we seem to be in agreement that the proposed plans for this site are in keeping with the look and feel of the village and will be an asset to the community.

Please feel free to forward my contact information to the new neighbors. I would like to invite them to join our association and include them in our adult social this spring. It would be a wonderful opportunity for them to meet their soon to be community.

Regards,
Kelly Reed
Olinda Village Homeowners Association
Vice President
(714) 388-7969

PRIVATE RESIDENCE

109 LILAC LANE

BREA

CALIFORNIA

CONSULTANT LIST

OWNER	DONNA AND MANUEL PEREZ 251 W. VALENCIA MESA DRIVE FULLERTON, CA 92835
ARCHITECT	DOMANI ARCHITECTURE + PLANNING, INC. 226 S. BEVERLY DRIVE, SUITE 220 BEVERLY HILLS, CA 90212 PHONE 310.208.7600 FABIO@DOMANIINC.NET
CIVIL ENGINEER	MLB ENGINEERING 404 SOUTH LIVE OAK PARK ROAD FALLBROOK, CA 92028 PHONE 760.731.6603 MLBENESH@PACBELL.NET
LANDSCAPE	DAVID LAFORGA LANDSCAPE ARCHITECTURE 966 THIRD AVENUE LOS ANGELES, CA 90019 PHONE 626.242.3160 DAVID@LAFORGADESIGN.COM
SOILS ENGINEER	COAST GEOTECHNICAL, INC. 1200 WEST COMMONWEALTH FULLERTON, CA 92833 PHONE 714.870.1211 FAX 714.870.1222 COASTGEOTEC@SBCGLOBAL.NET

PROJECT INFORMATION

SCOPE OF WORK	PROPOSED MAIN RESIDENCE, SECOND RESIDENCE, TWO STABLES STRUCTURES AND A HAY BARN/ GARAGE STRUCTURE. SITE IMPROVEMENTS INCLUDE 3 PASTURE AREAS AND A HORSE ARENA.
JOB ADDRESS	109 LILAC LANE BREA, CA 92823
LEGAL DESCRIPTION	TRACT NO. 21815, IN THE CITY OF BREA, ORANGE COUNTY, STATE OF CALIFORNIA
APN	315-011-19
ZONE + TYPE	CURRENTLY ZONE PF (PUBLIC FACILITIES), CHANGE REQUEST TO R-1
TYPE OF CONSTRUCTION	TYPE V-B NON RATED
GROUP OF OCCUPANCY	R-3, U-1
FIRE SPRINKLERS	REQUIRED
LOT SIZE	8.51 ACRES (370,695.6 SQ. FT.)
ALLOWABLE BLDG. COVERAGE	35% OF LOT AREA (129,743.5 SQ. FT.)
GOVERNING CODES	CITY OF BREA MUNICIPAL CODE 2016 CALIFORNIA BUILDING CODE 2016 CALIFORNIA ELECTRICAL CODE 2016 CALIFORNIA PLUMBING CODE 2016 CALIFORNIA MECHANICAL CODE 2014 GREEN BUILDING STANDARDS CODE 2016 CALIFORNIA FIRE CODE CURRENT REQUIREMENTS OF ORANGE COUNTY FIRE CODE 2016 CALIFORNIA ENERGY CODE CURRENT REQUIREMENTS OF ENERGY CODE (TITLE 24)
MAIN RESIDENCE SETBACKS	FRONT YARD: 25'-0" REAR YARD: 25'-0" (BLDG. MAY GO AS CLOSE AS 10' (NOT TO EXCEED 25% OF REQ. YARD)) SIDE YARD: 7'-6" (5'-0" PLUS 2'-6" FOR STRUCTURES OVER 20' TALL) STREET SIDE: 20'-0"
ACCESS. STRUCT. SETBACKS	FRONT YARD: 25'-0" REAR YARD: 5'-0" (MINIMUM TO EAVE) SIDE YARD: 5'-0" (MINIMUM TO EAVE) STREET SIDE: 20'-0"
BUILDING HEIGHT LIMIT	MAXIMUM BUILDING HEIGHT IN R-1 ZONE IS 30'-0": MAIN RESIDENCE HEIGHT: 29.47' SECONDARY RESIDENCE HEIGHT: 25.47' STABLES 1 HEIGHT: 24.83' STABLES 2 HEIGHT: 24.83' HAY BARN / GARAGE: 29.75'

AREA BREAKDOWNS

PROPOSED FLOOR AREAS	
PROPOSED MAIN RESIDENCE AREA:	
CONDITIONED AREA:	7,587.8 SQ. FT.
UNCONDITIONED AREA:	1,786.3 SQ. FT.
TOTAL:	9,374.1 SQ. FT.
PROPOSED SECOND RESIDENCE AREA:	
CONDITIONED AREA:	3,566.6 SQ. FT.
UNCONDITIONED AREA:	1,010.0 SQ. FT.
TOTAL:	4,576.6 SQ. FT.
PROPOSED STABLE 1 AREA:	
CONDITIONED AREA:	0.0 SQ. FT.
UNCONDITIONED AREA:	1,900.0 SQ. FT.
TOTAL:	1,900.0 SQ. FT.
PROPOSED STABLE 2 AREA:	
CONDITIONED AREA:	0.0 SQ. FT.
UNCONDITIONED AREA:	1,900.0 SQ. FT.
TOTAL:	1,900.0 SQ. FT.
PROPOSED HAY BARN / GARAGE AREA:	
CONDITIONED AREA:	0.0 SQ. FT.
UNCONDITIONED AREA:	5,454.3 SQ. FT.
TOTAL:	5,454.3 SQ. FT.
TOTAL CONDITIONED AREA: 11,154.4 SQ. FT.	
TOTAL UNCONDITIONED AREA: 12,050.6 SQ. FT.	
TOTAL CONDITIONED AND UNCONDITIONED AREA COMBINED: 23,205.0 SQ. FT.	

CONSTRUCTION PHASING

CONSTRUCTION PHASING TO BE EXECUTED AS FOLLOWS:

- REMEDICATION GRADING PER THE SOILS REPORT
- BUILD DEBRIS WALLS PER SOILS REPORT
- GRADING PER CIVIL AND SOILS REPORT
- INSTALL PERIMETER FENCE AND GATES
- CONSTRUCTION OF SITE RETAINING WALLS
- CONSTRUCTION OF GARAGE RETAINING WALL
- INSTALLATION OF RIDING ARENA AND PASTURES
- GRADING OF BUILDING PADS
- GRADING OF ROADS
- CONSTRUCTION OF MAIN RESIDENCE
- CONSTRUCTION OF STABLES
- WHEN STABLES ARE COMPLETED, CONSTRUCTION OF GARAGE/HAY BARN BUILDING
- CONSTRUCTION OF SECONDARY DWELLING UNIT (SECOND RESIDENCE)
- COMPLETION OF PROJECT ESTIMATED 36 MONTHS

SHEET INDEX

A-0.0 COVER SHEET

CIVIL

- | | |
|--------|--------------|
| 1 OF 5 | TITLE SHEET |
| 2 OF 5 | SITE SURVEY |
| 3 OF 5 | SITE SURVEY |
| 4 OF 5 | GRADING PLAN |
| 5 OF 5 | GRADING PLAN |

DRAINAGE EXHIBITS

- | | |
|--------|---------------------------|
| 1 OF 1 | EXISTING DRAINAGE PATTERN |
| 1 OF 1 | PROPOSED DRAINAGE PATTERN |

ARCHITECTURAL

- | | |
|-------|--|
| U-1.0 | PROPOSED SITE UTILITY MAP |
| A-1.0 | PROPOSED SITE PLAN (SCALE 1"=40'-0") |
| A-1.1 | PROPOSED PARTIAL SITE PLAN (SCALE 1"=20'-0") |
| A-1.2 | PROPOSED PARTIAL SITE PLAN (SCALE 1"=20'-0") |
| A-1.3 | PRELIMINARY FIRE MASTER PLAN (SCALE 1"=20'-0") |
| A-2.1 | PROPOSED MAIN RESIDENCE FLOOR PLAN |
| A-2.2 | PROPOSED MAIN RESIDENCE ROOF PLAN |
| A-2.3 | PROPOSED SECOND RESIDENCE FLOOR AND ROOF PLAN |
| A-2.4 | PROPOSED STABLES FLOOR AND ROOF PLANS |
| A-2.5 | PROPOSED HAY BARN / GARAGE FLOOR AND ROOF PLAN |
| A-3.1 | PROPOSED EXTERIOR ELEVATIONS - MAIN RESIDENCE |
| A-3.2 | PROPOSED EXTERIOR ELEVATIONS - MAIN RESIDENCE |
| A-3.3 | PROPOSED EXTERIOR ELEVATIONS - SECOND RESIDENCE |
| A-3.4 | PROPOSED EXTERIOR ELEVATIONS - STABLES |
| A-3.5 | PROPOSED EXTERIOR ELEVATIONS - HAY BARN / GARAGE |

LANDSCAPE

- | | |
|------|--------------------------------|
| SP-1 | OVERALL PLANTING PLAN |
| LP-1 | PLANTING PLAN (PARTIAL SITE) |
| LP-2 | PLANTING PLAN (PARTIAL SITE) |
| LP-3 | PLANTING PLAN (PARTIAL SITE) |
| LP-4 | PLANTING PLAN (PARTIAL SITE) |
| LI-1 | IRRIGATION PLAN (PARTIAL SITE) |
| LI-2 | IRRIGATION PLAN (PARTIAL SITE) |
| LI-3 | IRRIGATION PLAN (PARTIAL SITE) |
| LI-4 | IRRIGATION PLAN (PARTIAL SITE) |

PLUMBING

- | | |
|-----|---|
| P-1 | EXISTING PLUMBING PLOT PLAN + SCHEDULES |
|-----|---|

PUBLIC OUTREACH CORRESPONDENCE



To: City of Brea
Public Outreach for Proposed Project at 109 Lilac Lane
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Thank you for forwarding the proposed home plans for the property at 109 Lilac Lane. We have circulated the plans to all the neighbors who currently belong to the Olinda Village Homeowners Association for their review. (Note: Not all residents belong to our homeowner group). We encouraged anyone with questions or concerns to contact you directly or to convey their thoughts to one of our current board members.

In over a month's time we have met with nothing other than support for the proposed plan. Any questions or concerns have been addressed and as a community within our HOA, we seem to be in agreement that the proposed plans for this site are in keeping with the look and feel of the village and will be an asset to the community.

Please feel free to forward my contact information to the new neighbors. I would like to invite them to join our association and include them in our adult social this spring. It would be a wonderful opportunity for them to meet their soon to be community.

Regards,
Kelly Reed
Olinda Village Homeowners Association
Vice President
(714) 388-7969

PRIVATE RESIDENCE

109 LILAC LANE
BREA, CA 92823

COVER SHEET
CITY RESUB. SET - 03.12.20

REVISIONS:

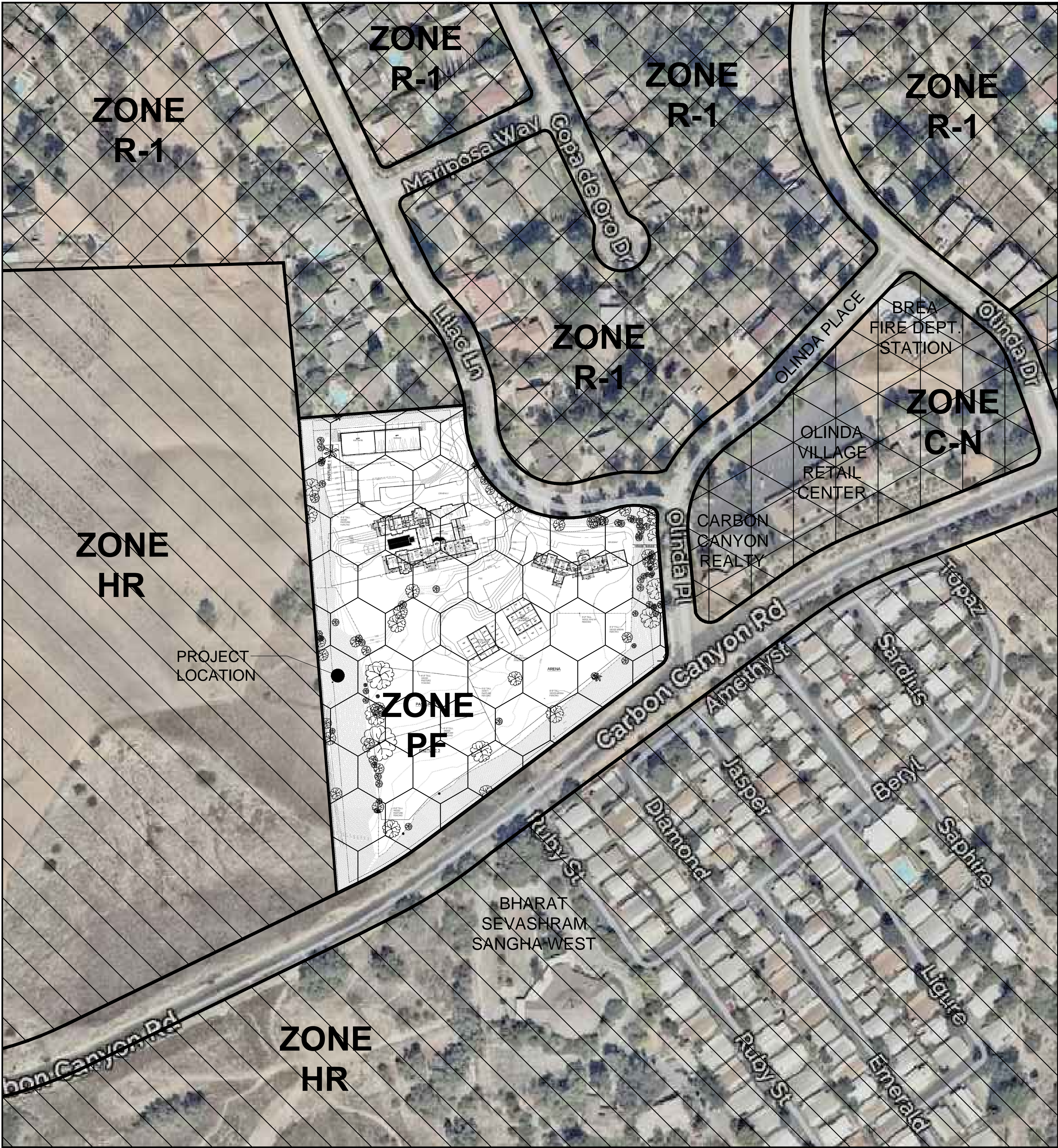
DATE: MARCH 12, 2020
SCALE: N.T.S.
JOB NUMBER: MS-05-16



A-0.0

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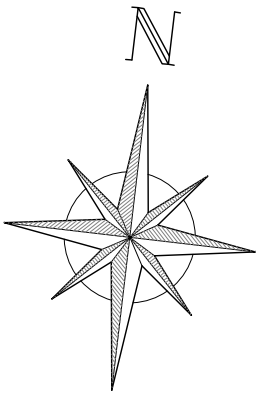
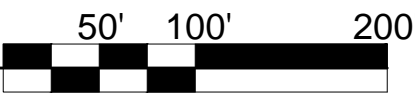
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SITE UTILITY MAP LEGEND

	ZONE R-1: SINGLE FAMILY RESIDENTIAL
	ZONE HR: HILLSIDE RESIDENTIAL
	ZONE C-N: NEIGHBORHOOD COMMERCIAL
	ZONE PF: PUBLIC FACILITIES

1 PROPOSED SITE UTILITY MAP
1" = 100'-0"



CITY NOTES

AREAS IDENTIFIED AS HORSE PASTURES AND EXERCISE AREAS SHALL BE SHOWN AND SHALL BE A MINIMUM OF 75'-0" FROM ADJACENT RESIDENTIAL DWELLINGS.

PRIVATE RESIDENCE
109 LILAC LANE
BREA, CA 92823

PROPOSED
SITE UTILITY MAP

REVISIONS:

DATE: MARCH 12, 2020
SCALE: 1" = 100'-0"
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U-1.0

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SITE LIGHTING NOTES

ALL INTERIOR AND EXTERIOR LIGHTING PROVIDED ADJACENT TO OR AROUND THE HORSE PASTURE AREAS AND ARENA SHALL BE DESIGNED AND LOCATED SO AS TO CONFINED ALL DIRECT RAYS TO THE PREMISES. ALL LIGHTING LOCATIONS INDICATED ON SITE PLANS A-1.1 AND A-1.2

SITE PLAN LEGEND

	EXISTING GRADE CONTOURS
	PROPOSED CONTOURS

SITE FENCE NOTES

PROPOSED PROPERTY LINE PERIMETER FENCE: BLACK VINYL CHAIN LINK 1-1/4" LINKS, 6'-0" TALL TYPICAL @ ENTIRE PROPERTY LINE. PROVIDE SLIDING GATE AT NORTH DRIVEWAY. PROVIDE DOUBLE SWING GATE AT SECONDARY DRIVEWAY. PROVIDE FIRE DEPARTMENT KNOX BOX INSTALLED AT BOTH GATES.

ALL EXISTING PERIMETER FENCING TO BE REMOVED

ALL SPLIT RAIL VINYL FENCING TO BE 6'-0" TALL AND COLOR TO BE LIGHT BROWN.

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PRIVATE RESIDENCE
109 LILAC LANE
BREA, CA 92823

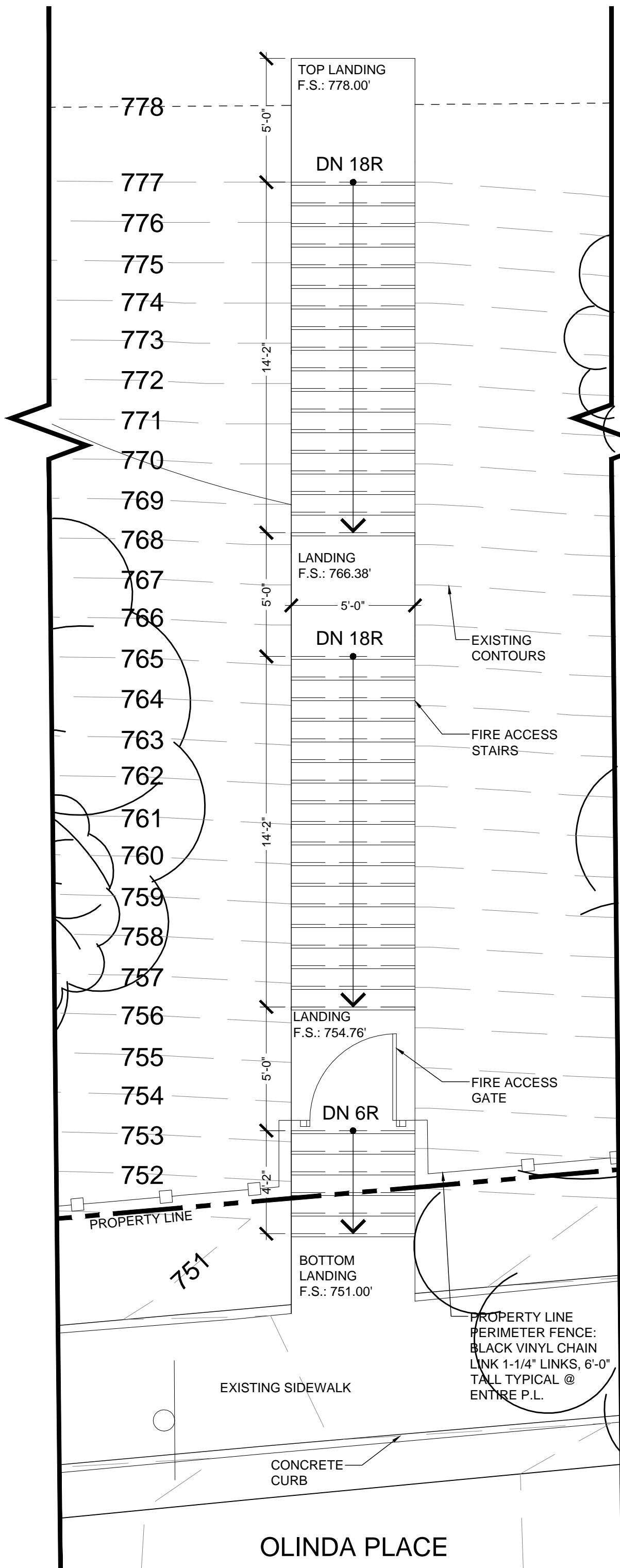
PROPOSED
SITE PLAN (FULL)

REVISIONS:

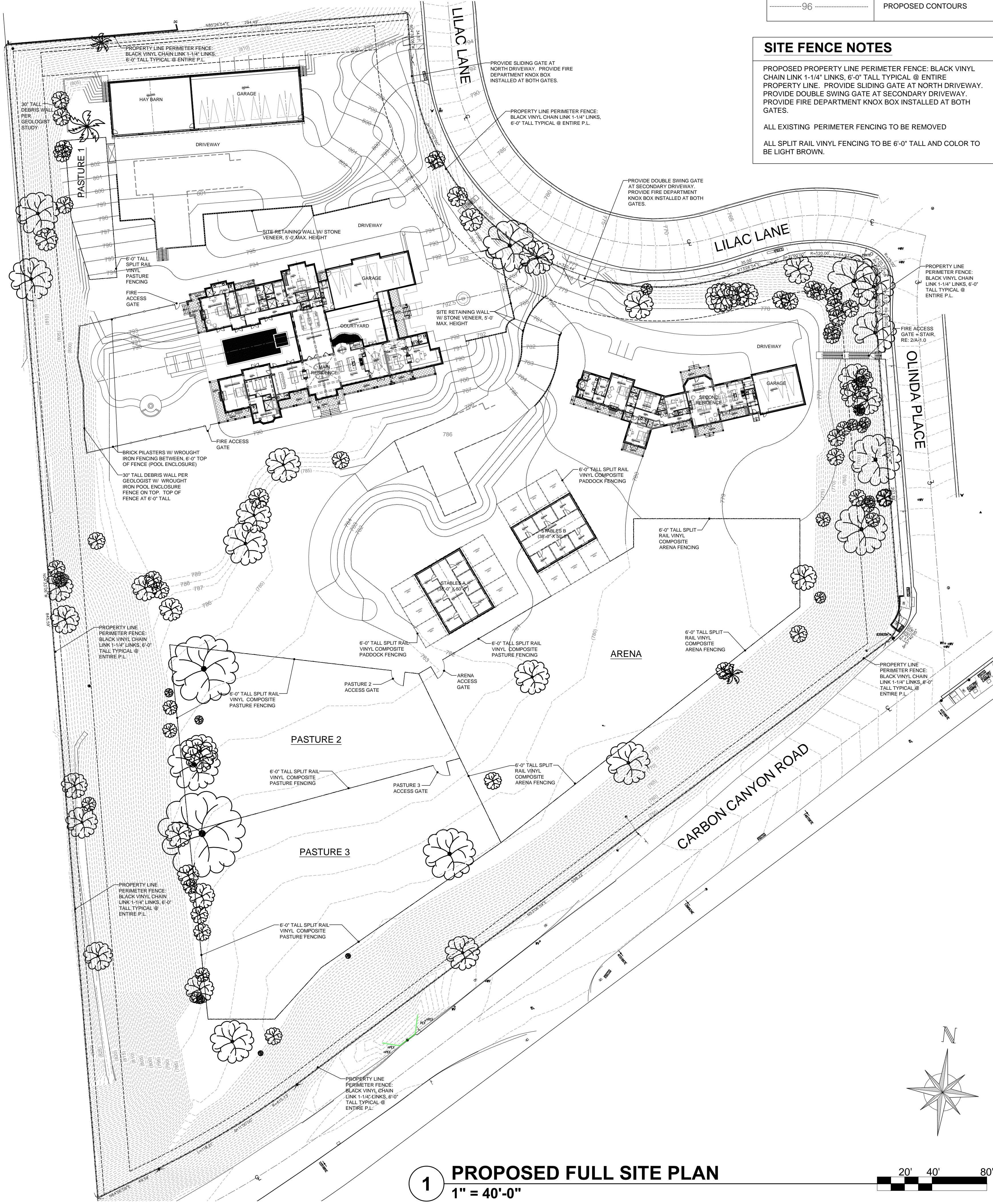
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SCALE: 1" = 40'-0"
JOB NUMBER: MS-05-16



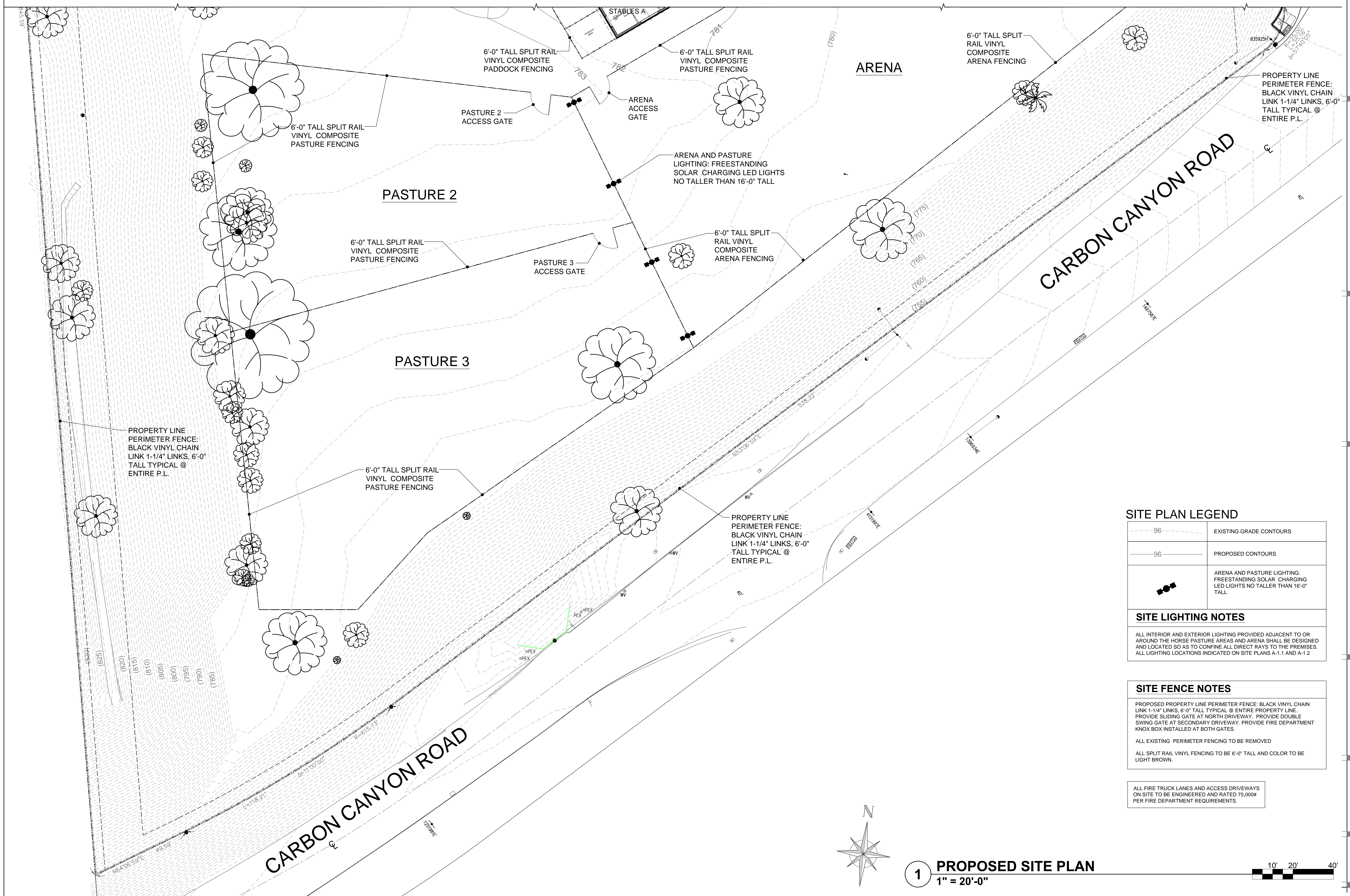
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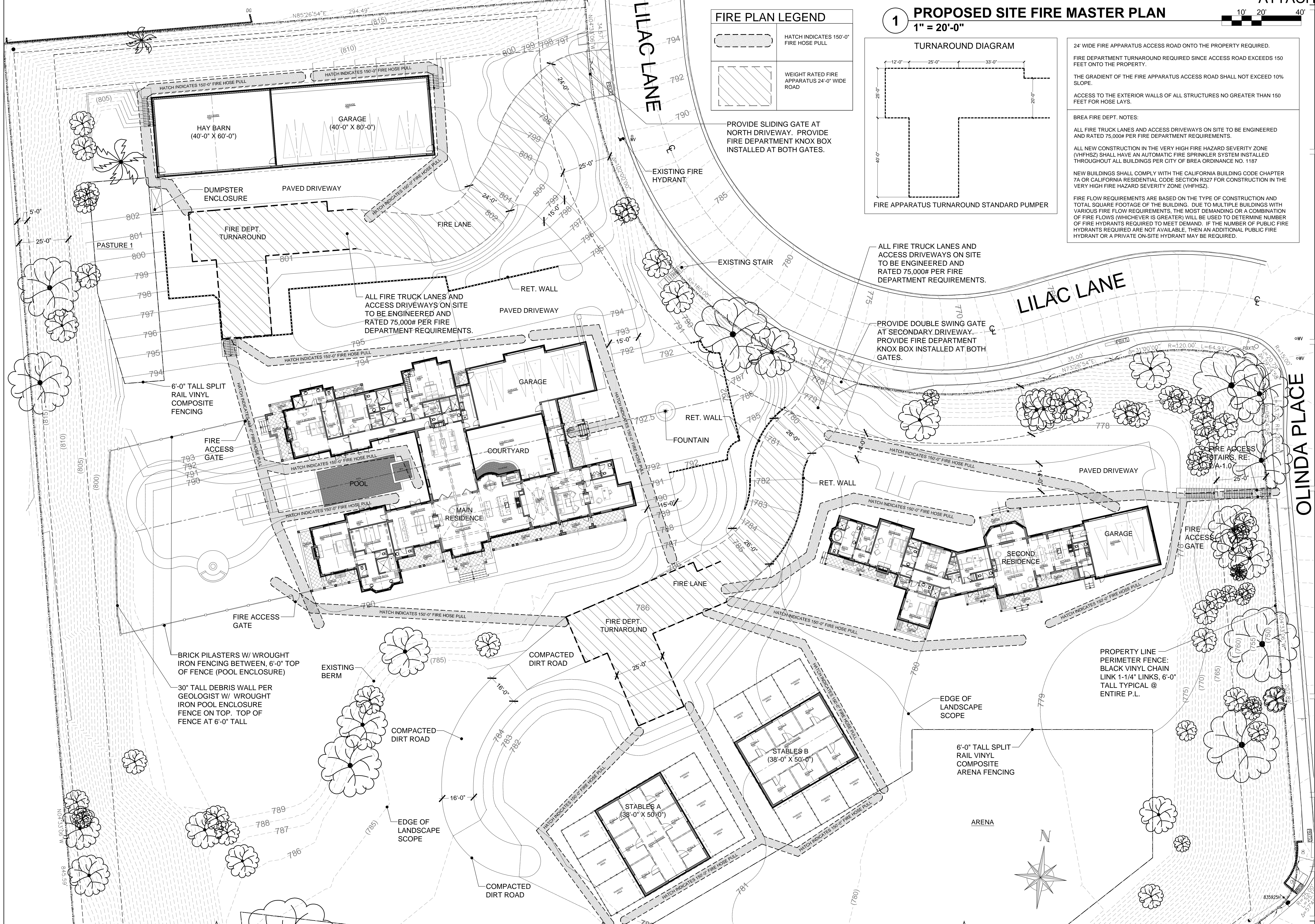


2 PROPOSED FIRE ACCESS STAIR @ OLINDA PLACE
1/8" = 1'-0"



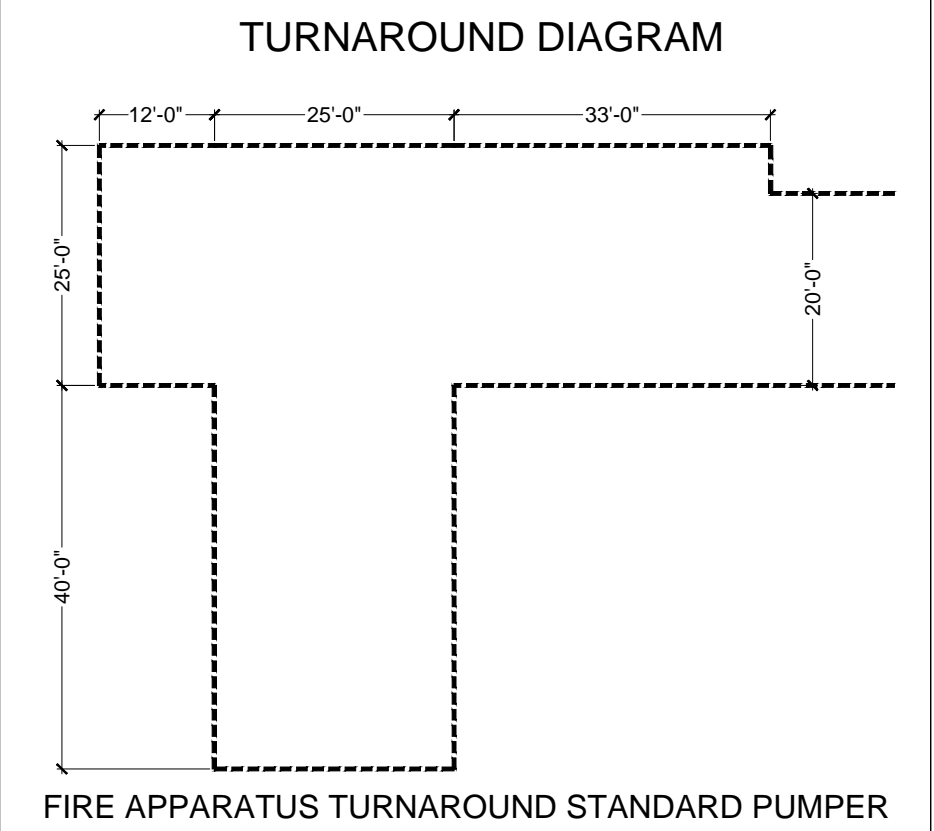
1 PROPOSED FULL SITE PLAN
1" = 40'-0"





FIRE PLAN LEGEND	
	HATCH INDICATES 150'-0" FIRE HOSE PULL
	WEIGHT RATED FIRE APPARATUS 24'-0" WIDE ROAD

1 PROPOSED SITE FIRE MASTER PLAN
1" = 20'-0"



24' WIDE FIRE APPARATUS ACCESS ROAD ONTO THE PROPERTY REQUIRED.

FIRE DEPARTMENT TURNAROUND REQUIRED SINCE ACCESS ROAD EXCEEDS 150 FEET ONTO THE PROPERTY.

THE GRADIENT OF THE FIRE APPARATUS ACCESS ROAD SHALL NOT EXCEED 10% SLOPE.

ACCESS TO THE EXTERIOR WALLS OF ALL STRUCTURES NO GREATER THAN 150 FEET FOR HOSE LAYS.

BREA FIRE DEPT. NOTES:

ALL FIRE TRUCK LANES AND ACCESS DRIVEWAYS ON SITE TO BE ENGINEERED AND RATED 75,000# PER FIRE DEPARTMENT REQUIREMENTS.

ALL NEW CONSTRUCTION IN THE VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) SHALL HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED THROUGHOUT ALL BUILDINGS PER CITY OF BREA ORDINANCE NO. 1187

NEW BUILDINGS SHALL COMPLY WITH THE CALIFORNIA BUILDING CODE CHAPTER 7A OR CALIFORNIA RESIDENTIAL CODE SECTION R327 FOR CONSTRUCTION IN THE VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ).

FIRE FLOW REQUIREMENTS ARE BASED ON THE TYPE OF CONSTRUCTION AND TOTAL SQUARE FOOTAGE OF THE BUILDING. DUE TO MULTIPLE BUILDINGS WITH VARIOUS FIRE FLOW REQUIREMENTS, THE MOST DEMANDING OR A COMBINATION OF FIRE FLOWS (WHICHEVER IS GREATER) WILL BE USED TO DETERMINE NUMBER OF FIRE HYDRANTS REQUIRED TO MEET DEMAND. IF THE NUMBER OF PUBLIC FIRE HYDRANTS REQUIRED ARE NOT AVAILABLE, THEN AN ADDITIONAL PUBLIC FIRE HYDRANT OR A PRIVATE ON-SITE HYDRANT MAY BE REQUIRED.

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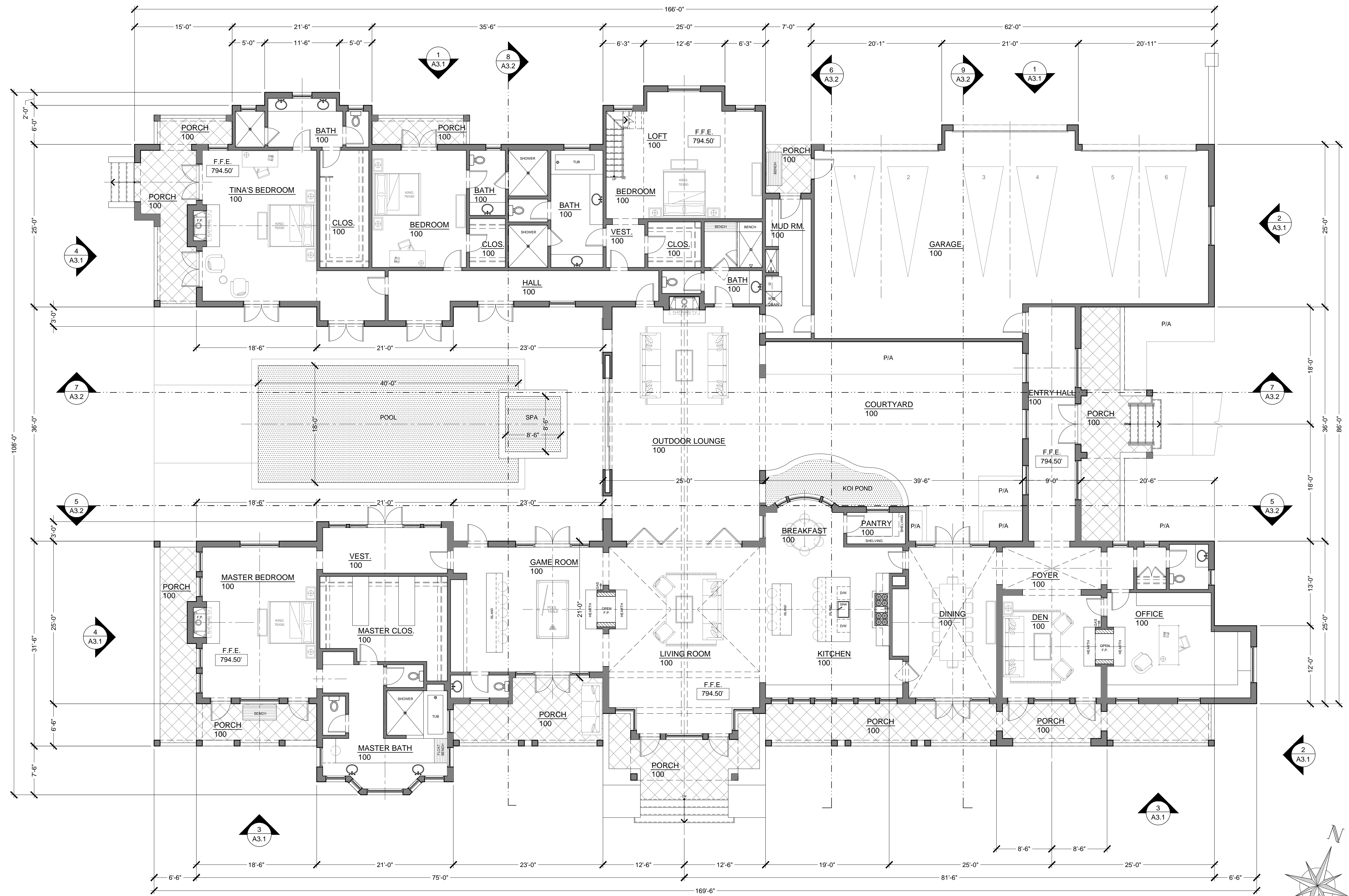
PRIVATE RESIDENCE
109 LILAC LANE
BREA, CA 92823

PRELIMINARY
FIRE MASTER PLAN (FMP)

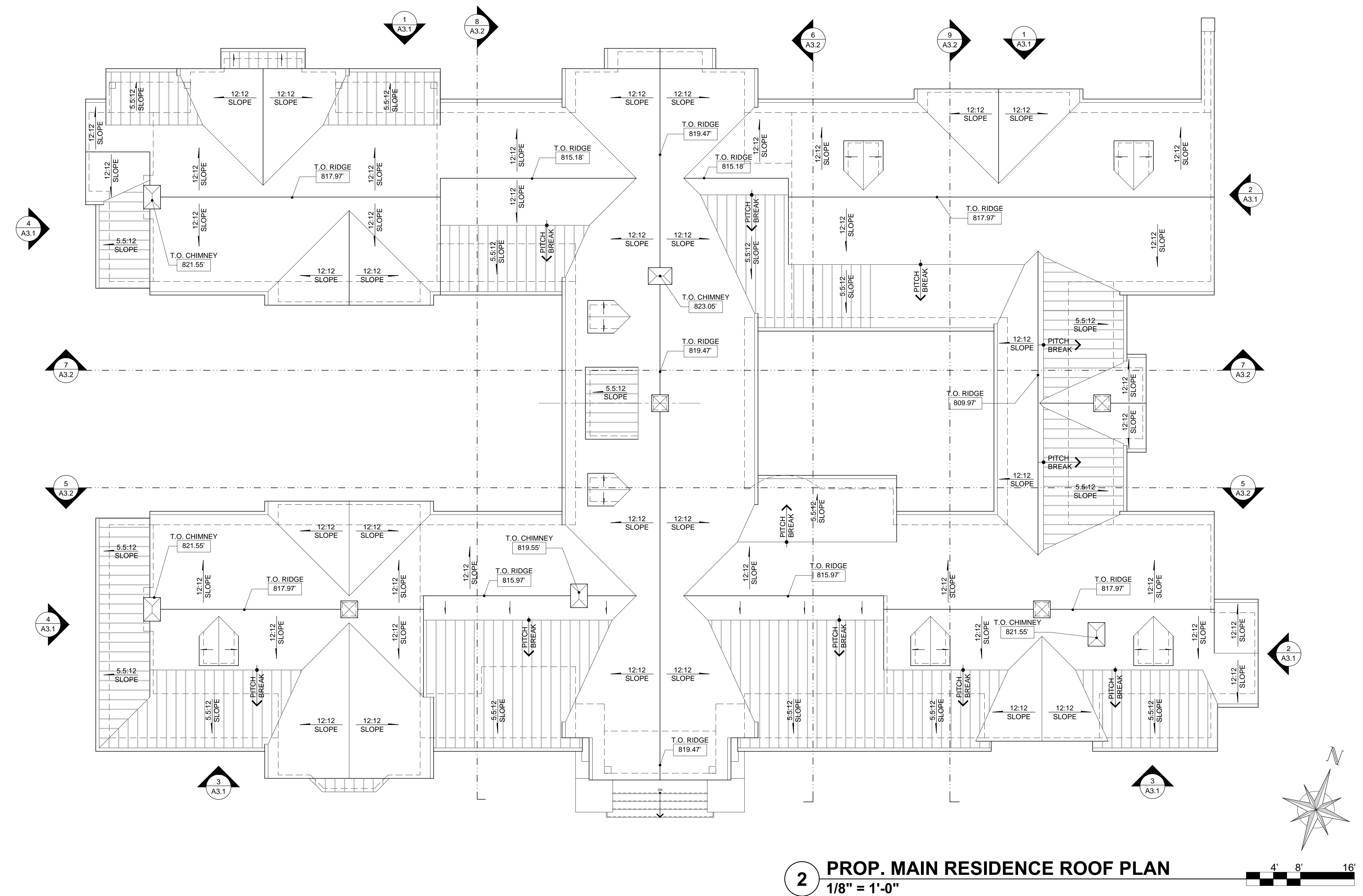
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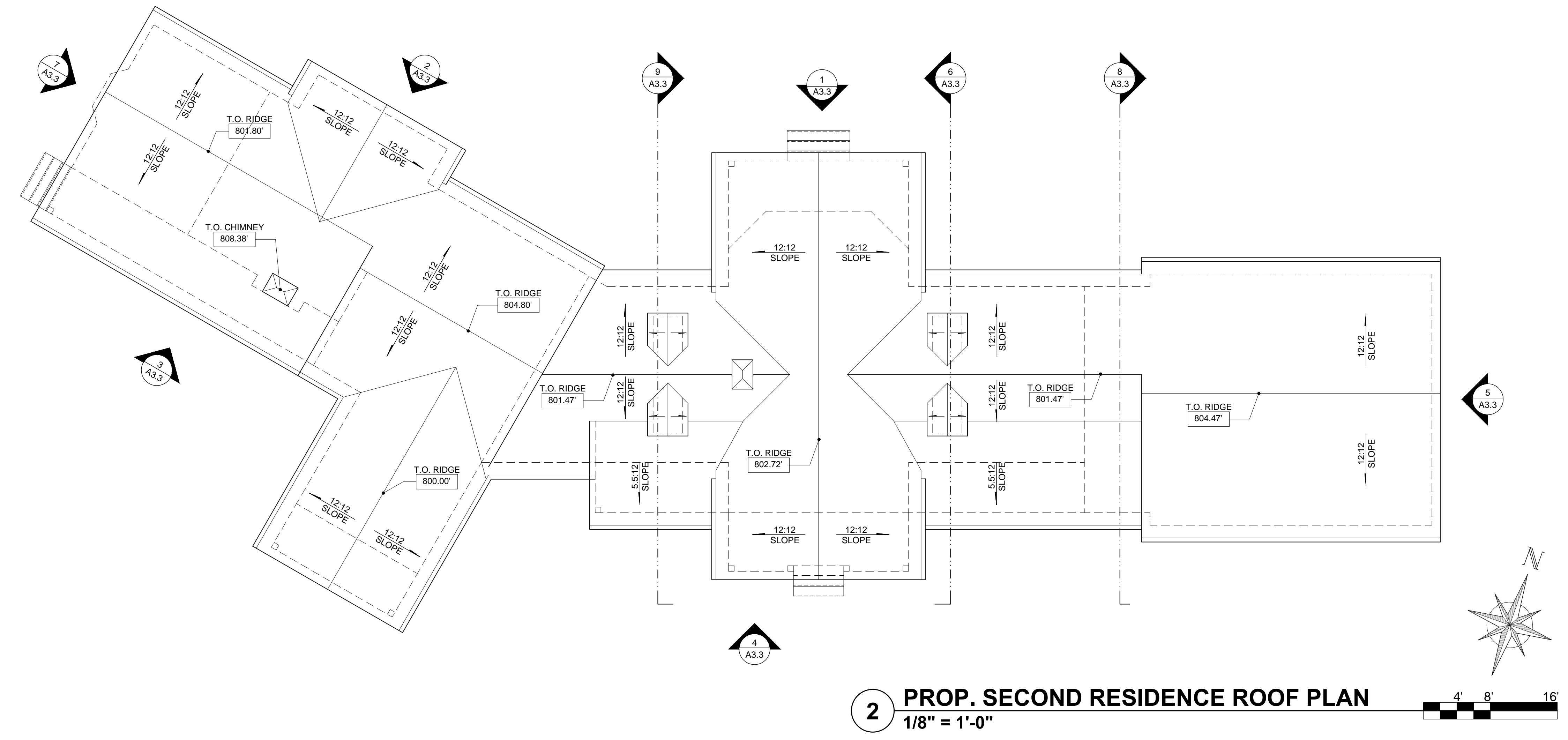
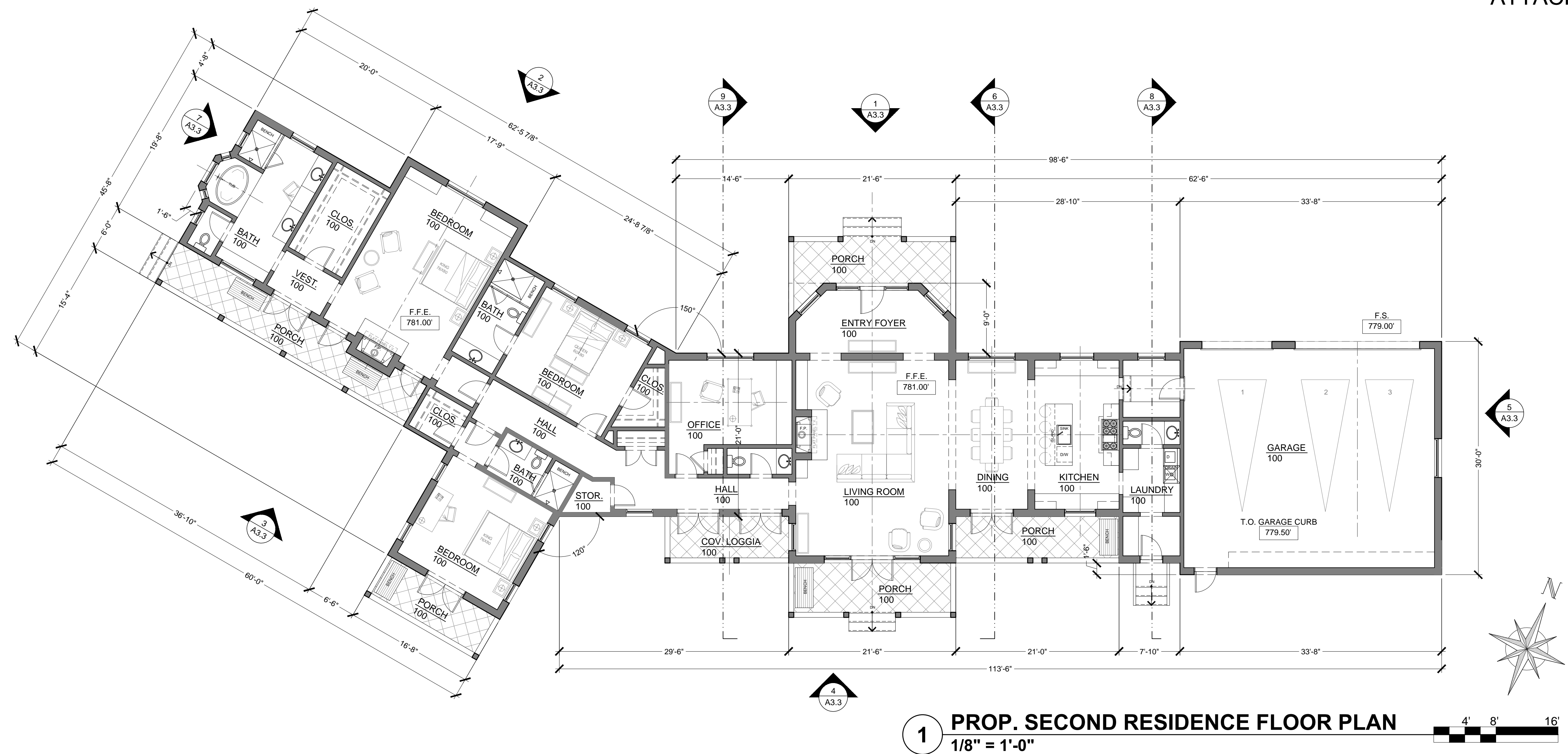
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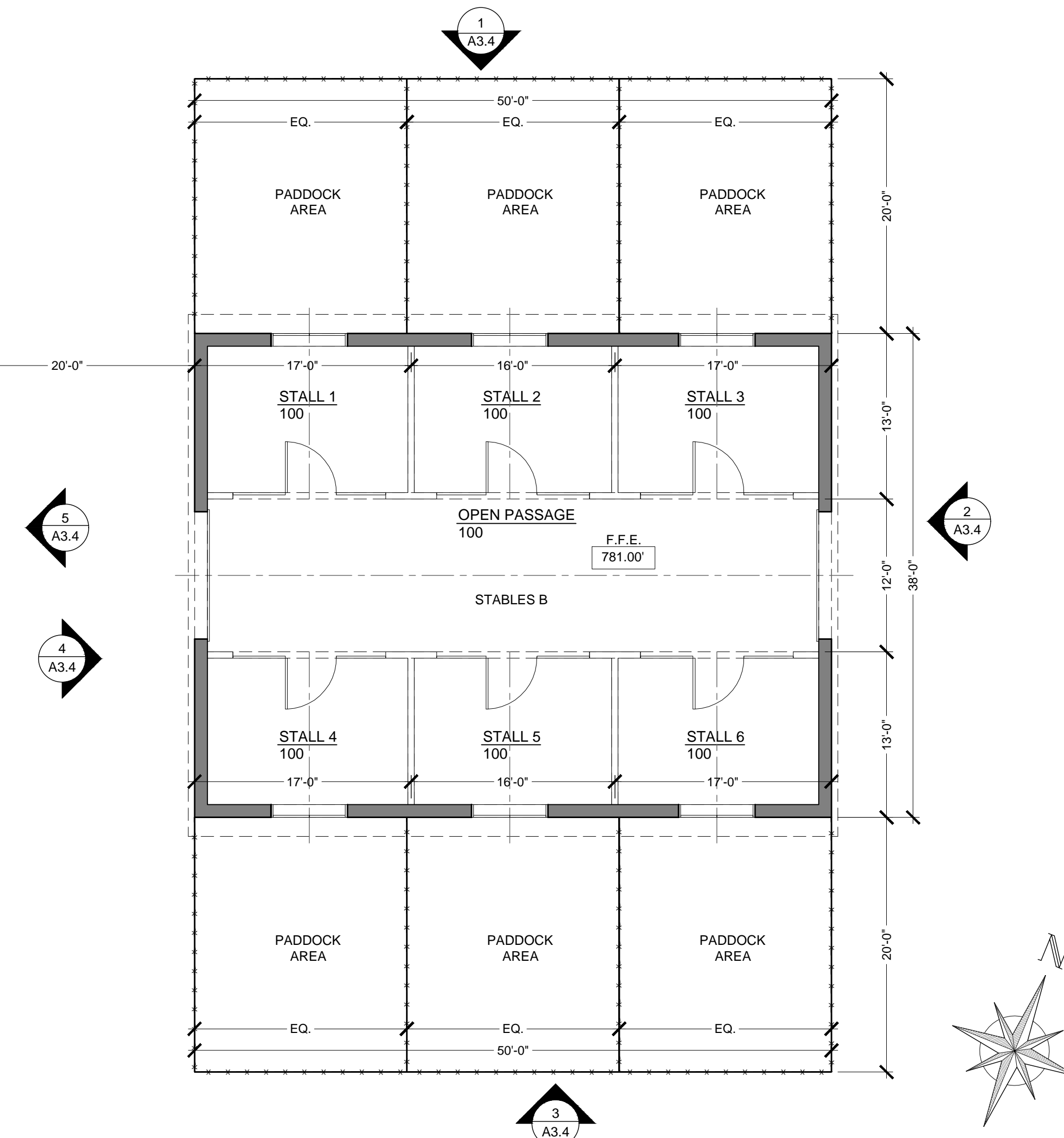
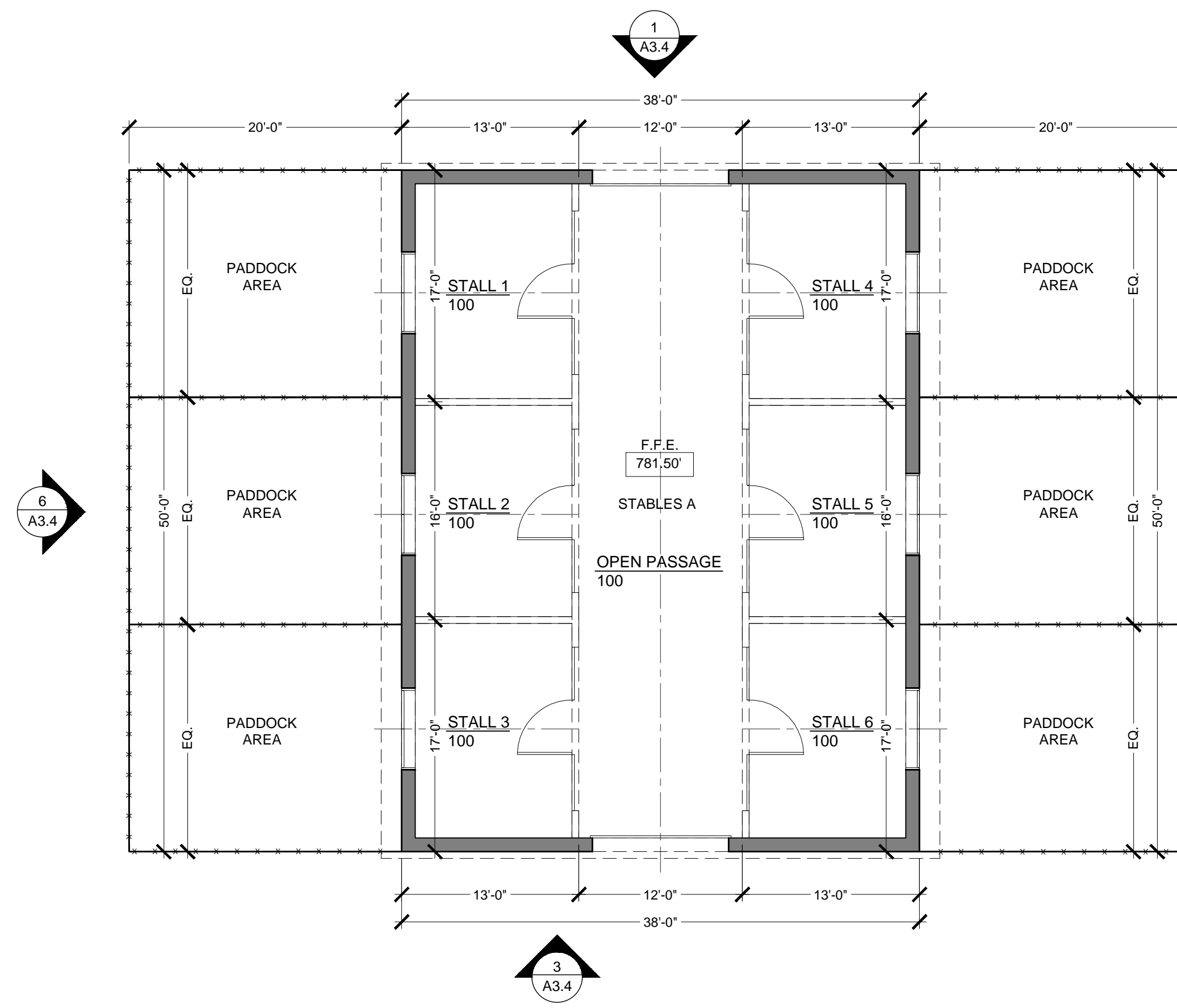


1 PROP. MAIN RESIDENCE FLOOR PLAN
1/8" = 1'-0"

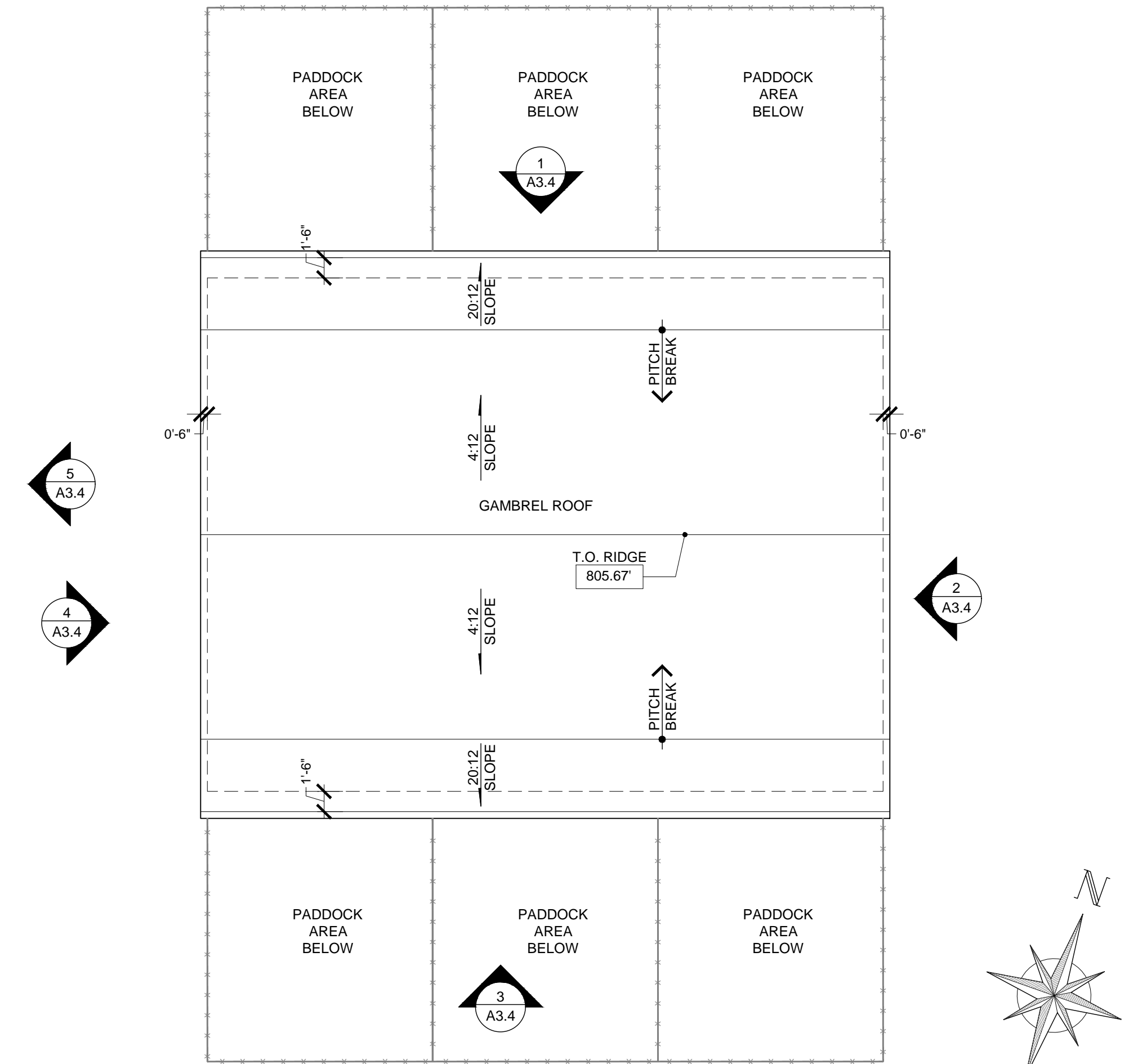
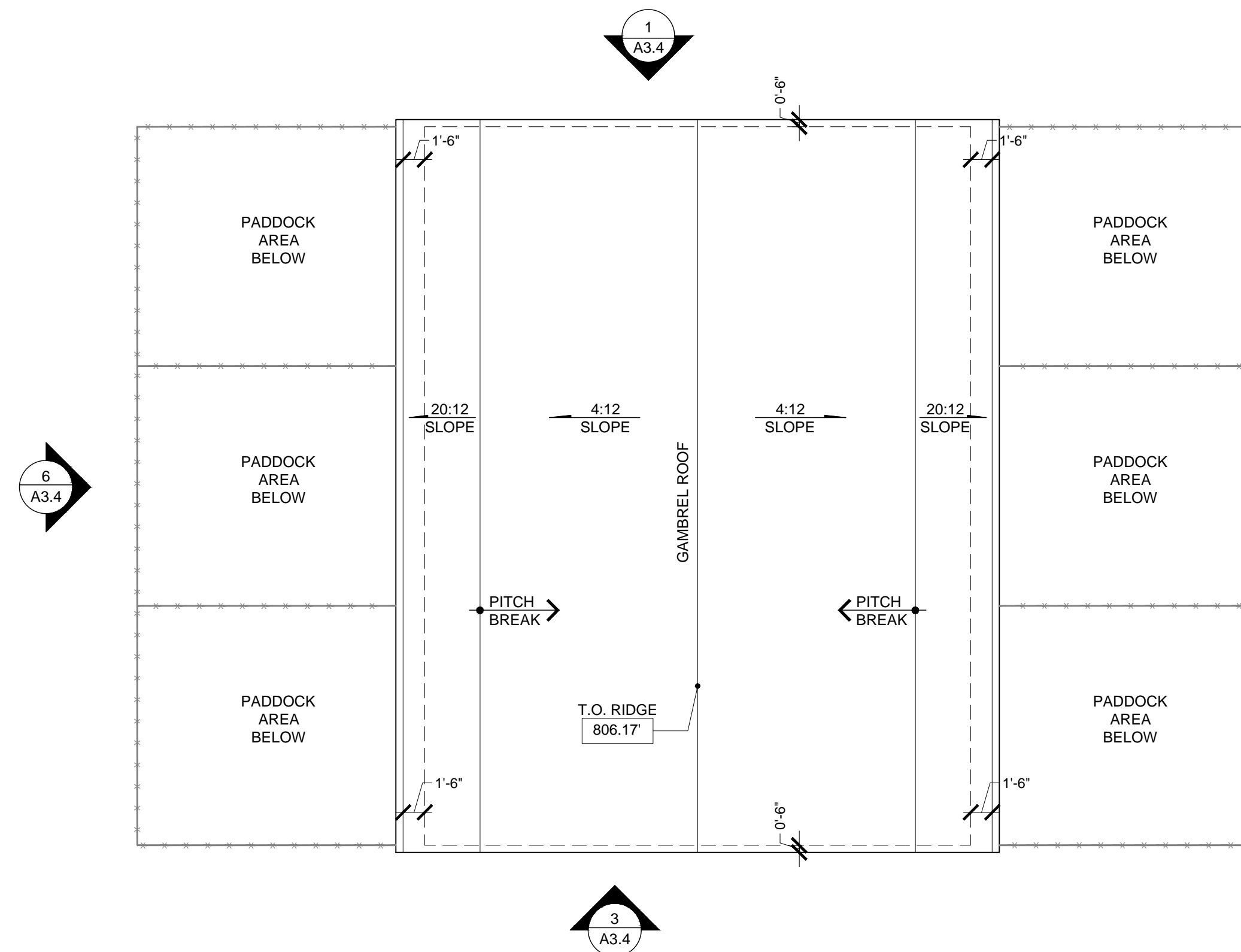
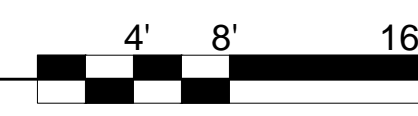


2 PROP. MAIN RESIDENCE ROOF PLAN
1/8" = 1'-0"

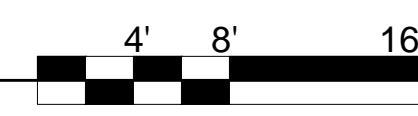


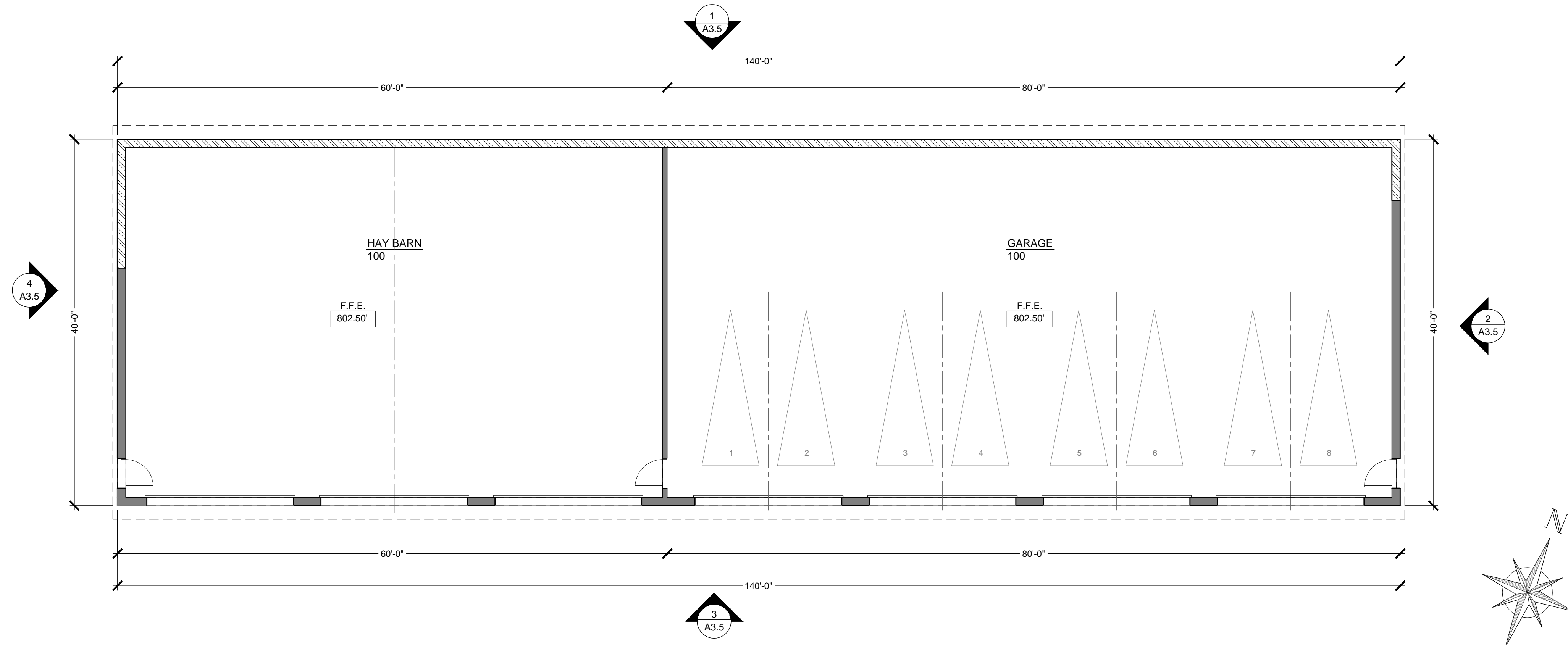


1 PROPOSED STABLES FLOOR PLAN
1/8" = 1'-0"

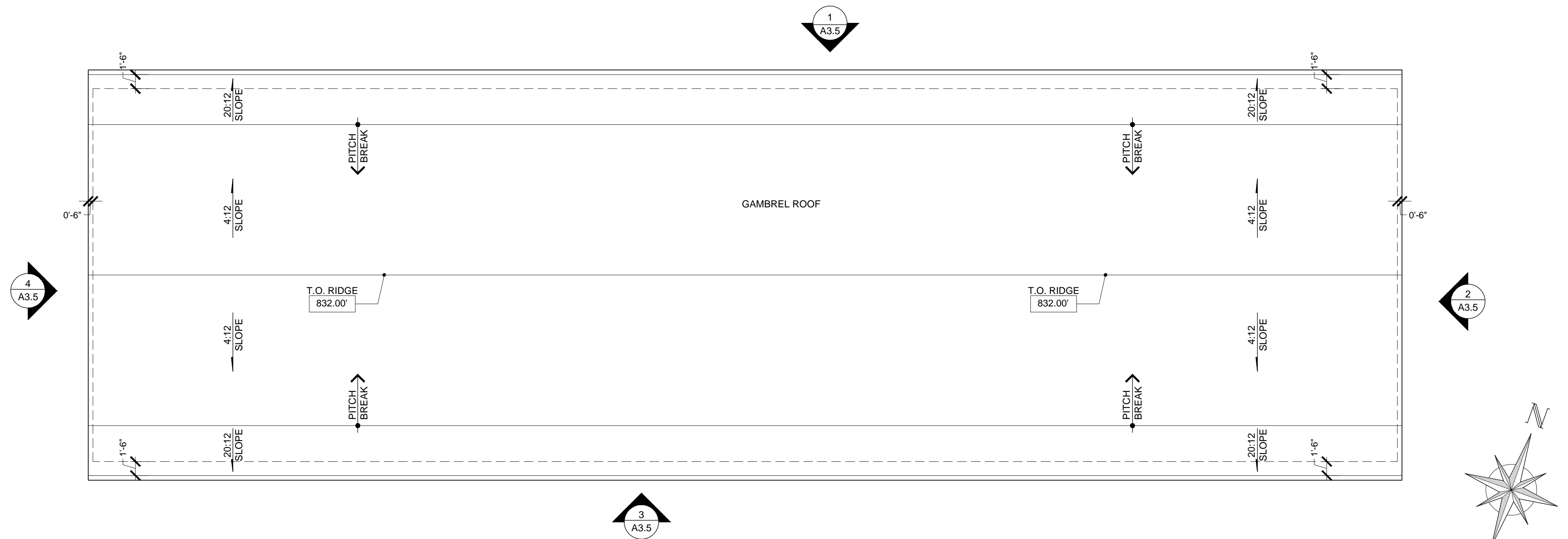


2 PROPOSED STABLES ROOF PLAN
1/8" = 1'-0"

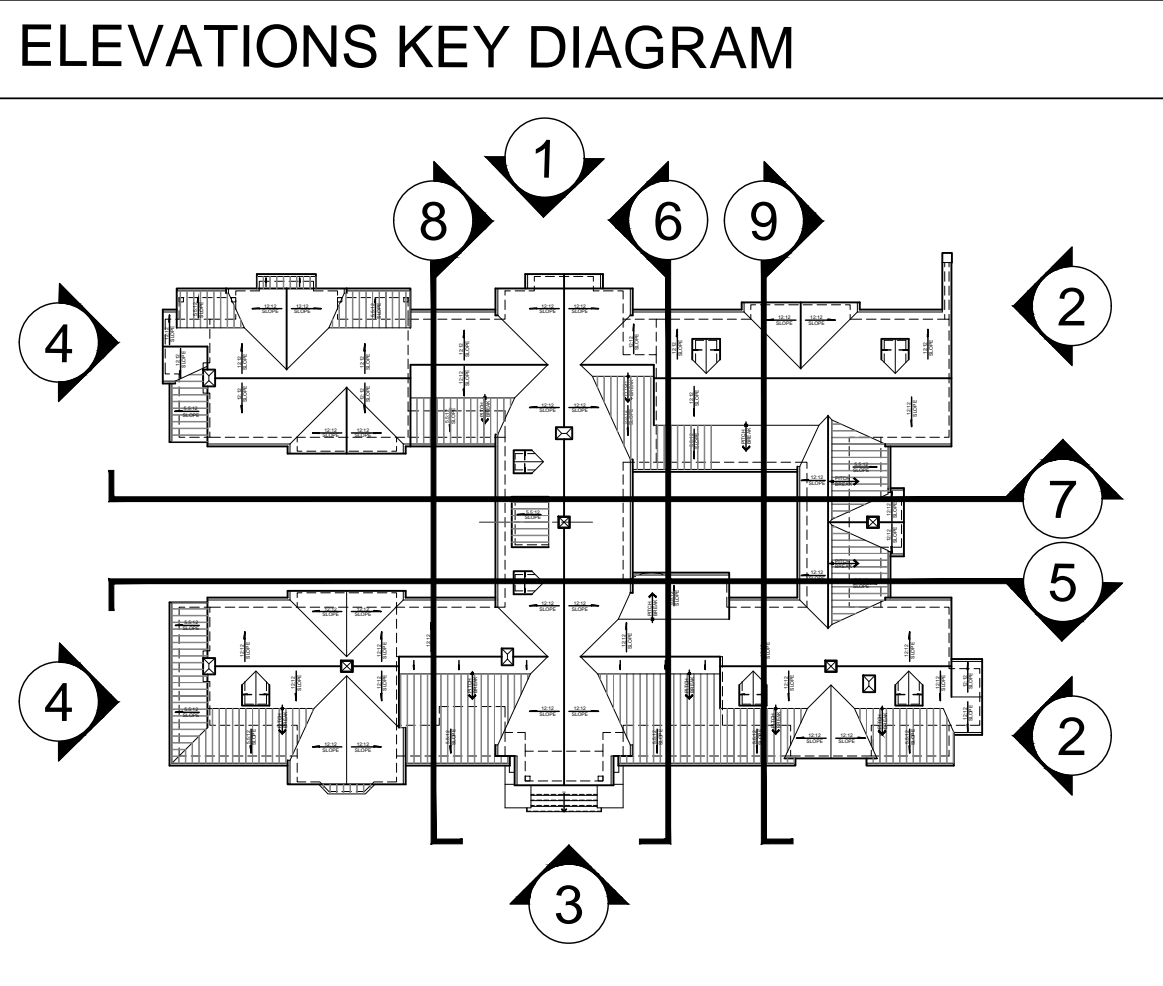
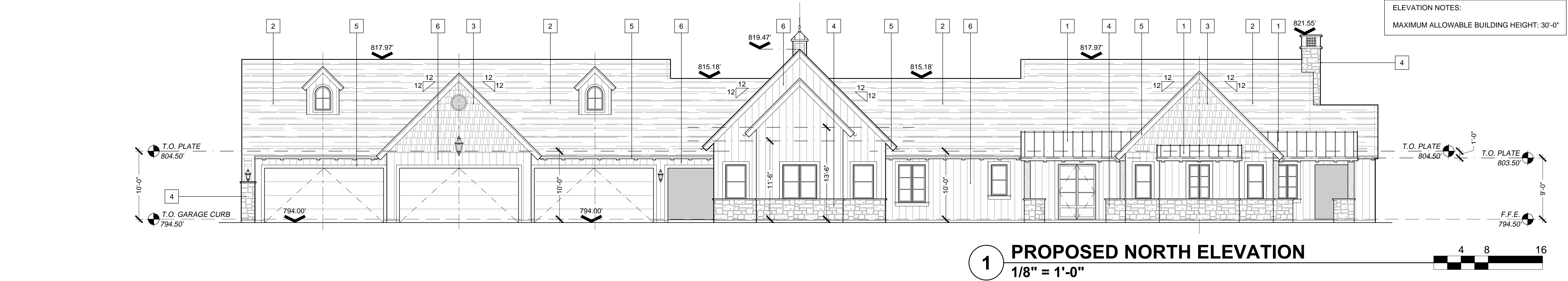




1 PROP. HAY BARN / GARAGE FLOOR PLAN
1/8" = 1'-0"

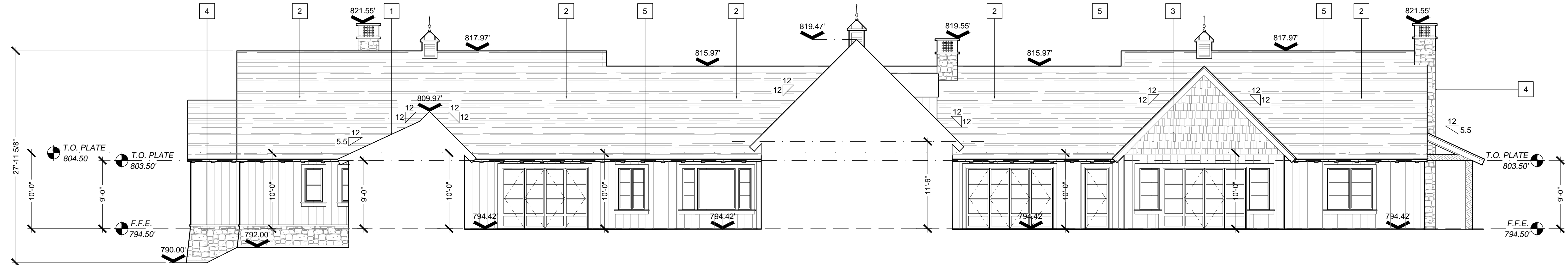


2 PROP. HAY BARN / GARAGE ROOF PLAN
1/8" = 1'-0"

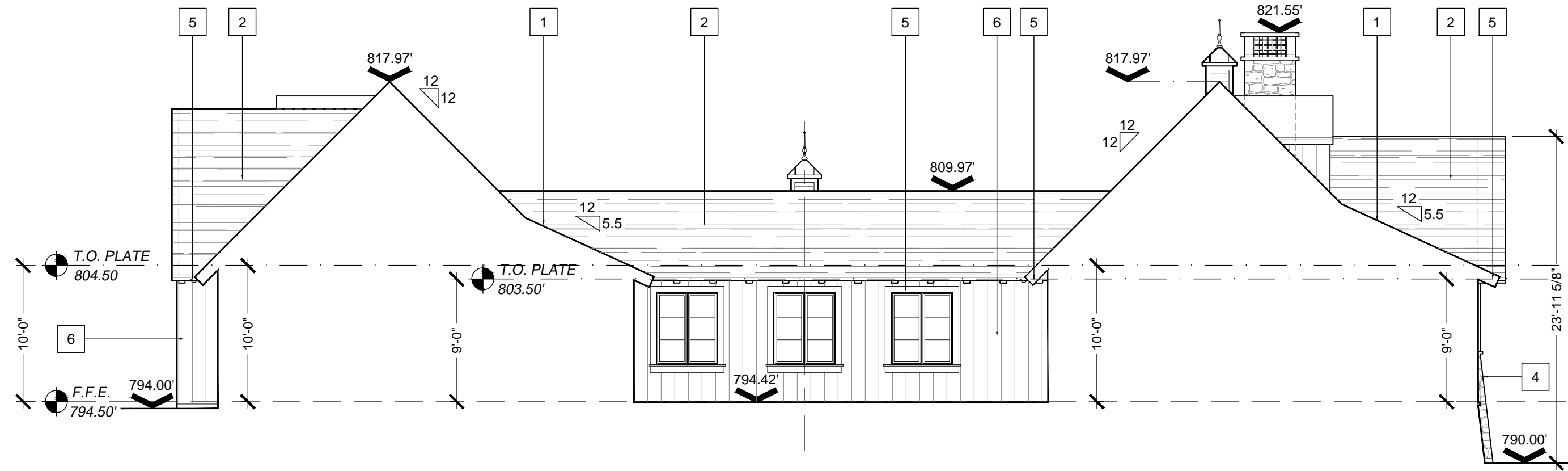


- MATERIAL LIST**
- 1 ROOF: WESTERN STATES METAL ROOFING, "STREAKED RUST" COLOR
 - 2 ROOF: CEDUR - SYNTHETIC SHAKE SHINGLE, COLOR "GOLDEN CEDAR", 10" EXPOSURE
 - 3 SHINGLE SIDING: NATURAL CEDAR WOOD SHINGLE SIDING WITH STAGGERED BUTTLINE
 - 4 NATURAL STONE RUBBLE: "SANTA BARBARA RUBBLE"
 - 5 WOOD TRIM, EAVES AND RAFTER TAILS: "RESAWN TIMBER COMPANY" KEBONY WOOD, COLOR VEI
 - 6 WOOD SIDING: NATURAL WOOD SIDING, COLOR "WEATHERED GRAY"
 - 7 BLACK WROUGHT IRON FENCING WITH WEATHERED RED BRICK PILASTERS

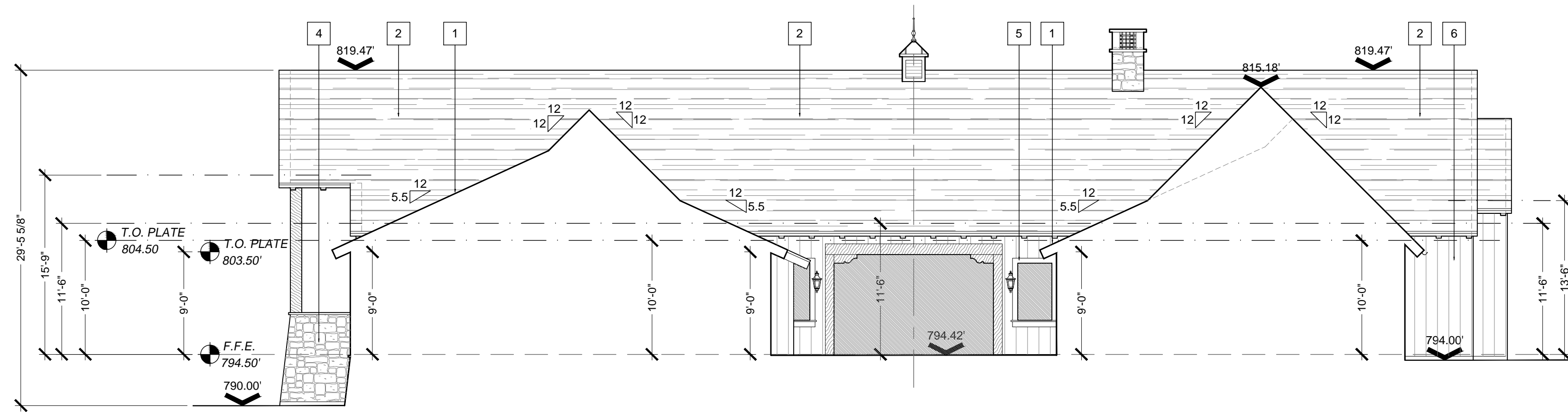
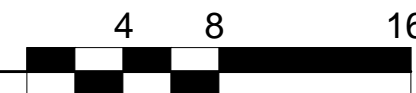




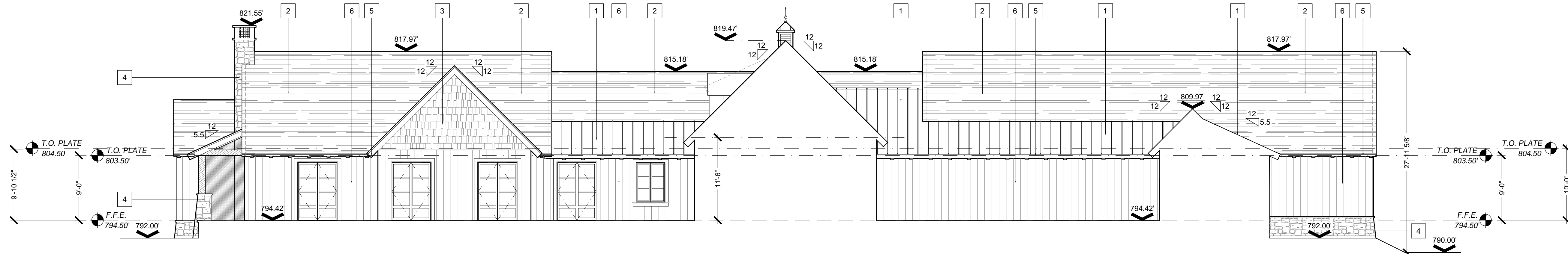
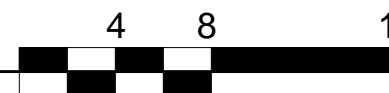
5 PROPOSED NORTH ELEVATION
1/8" = 1'-0"



9 PROPOSED WEST ELEVATION
1/8" = 1'-0"



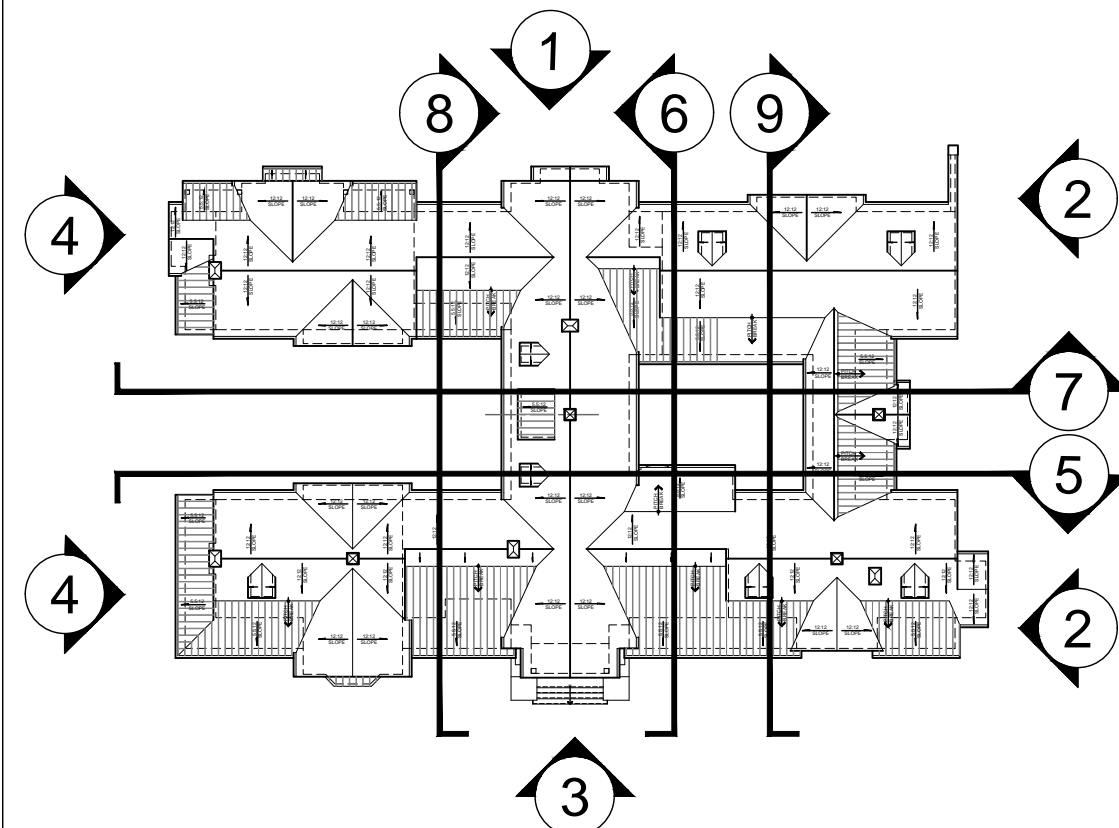
6 PROPOSED EAST ELEVATION
1/8" = 1'-0"



7 PROPOSED SOUTH ELEVATION
1/8" = 1'-0"



ELEVATIONS KEY DIAGRAM



ELEVATION NOTES:
MAXIMUM ALLOWABLE BUILDING HEIGHT: 30'-0"

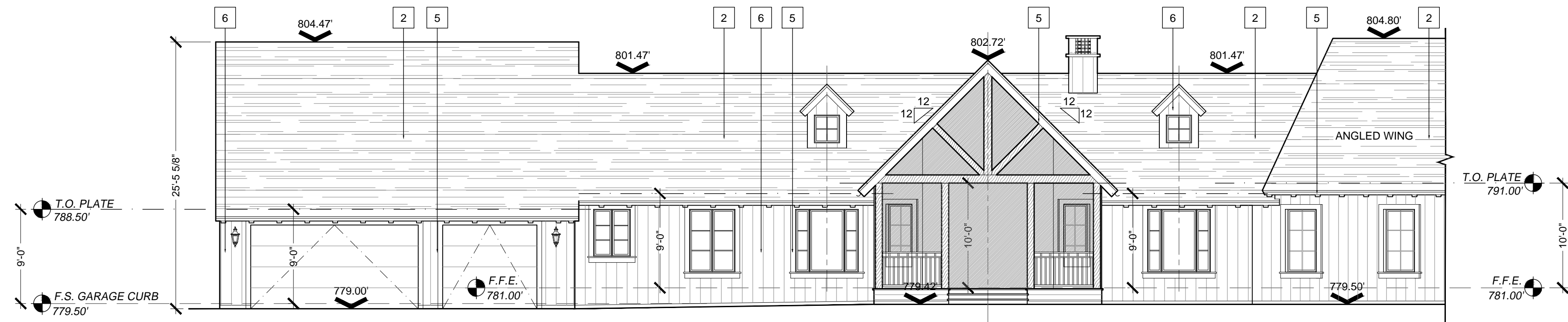
MATERIAL LIST

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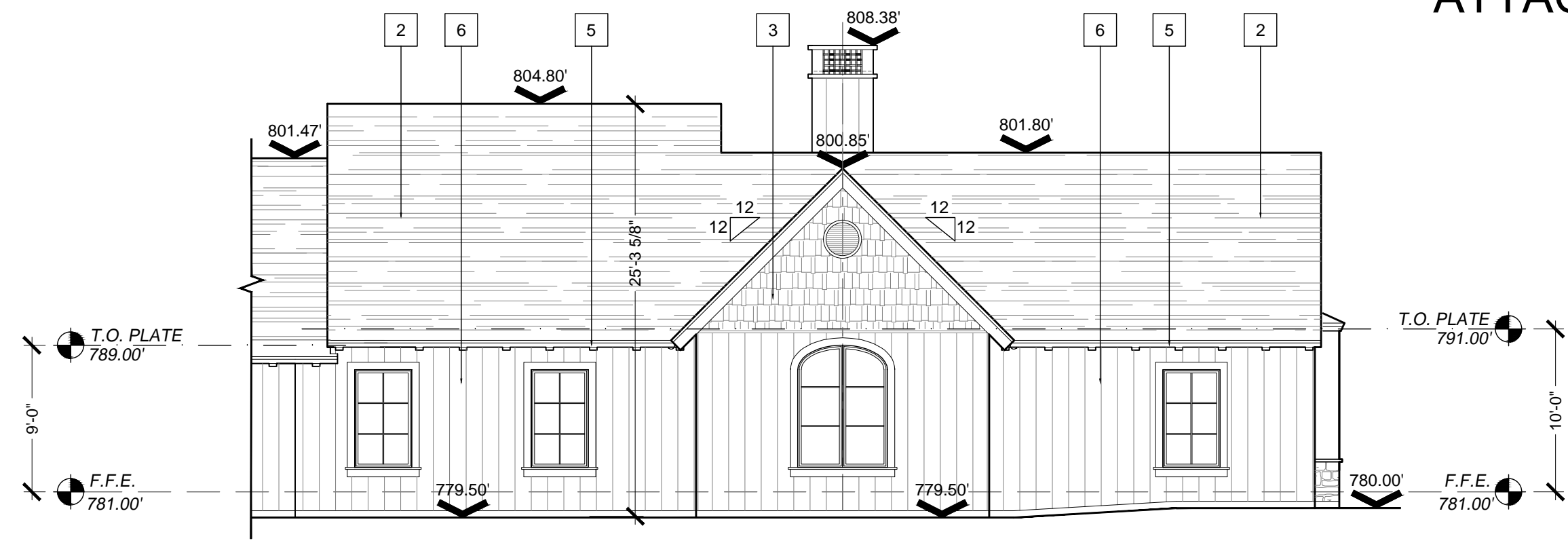


8 PROPOSED WEST ELEVATION
1/8" = 1'-0"

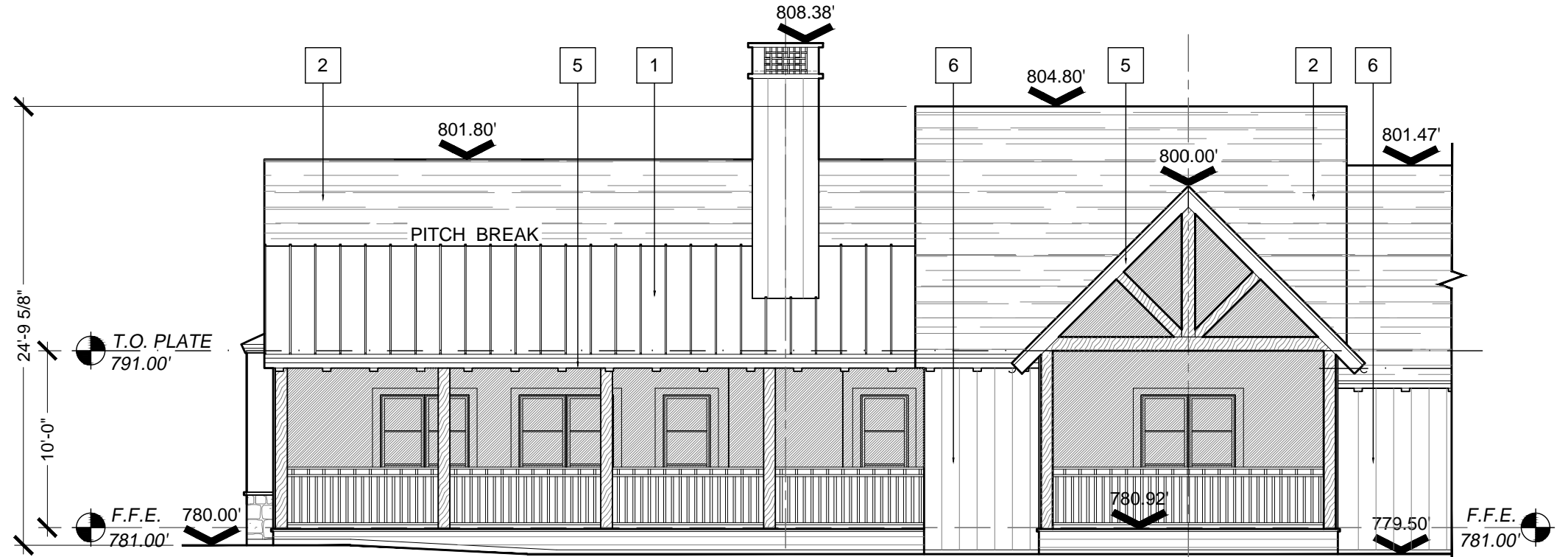




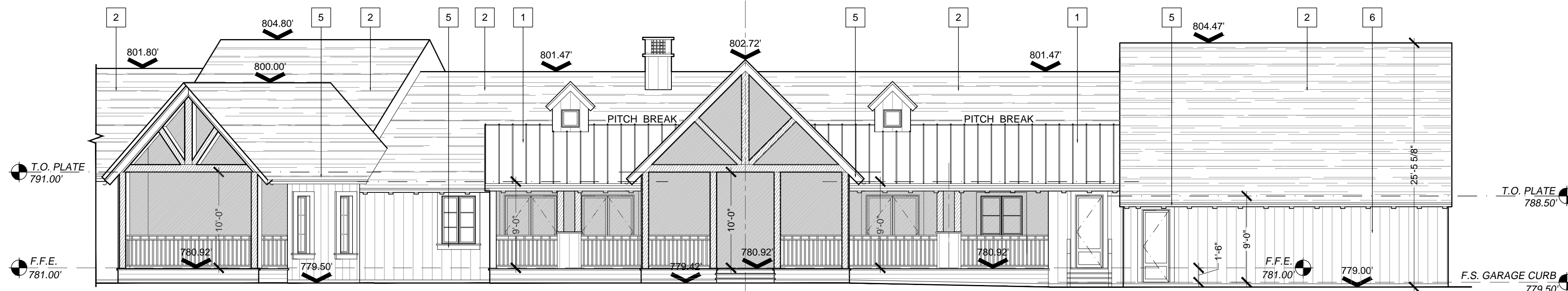
1 PROPOSED NORTH ELEVATION
1/8" = 1'-0"



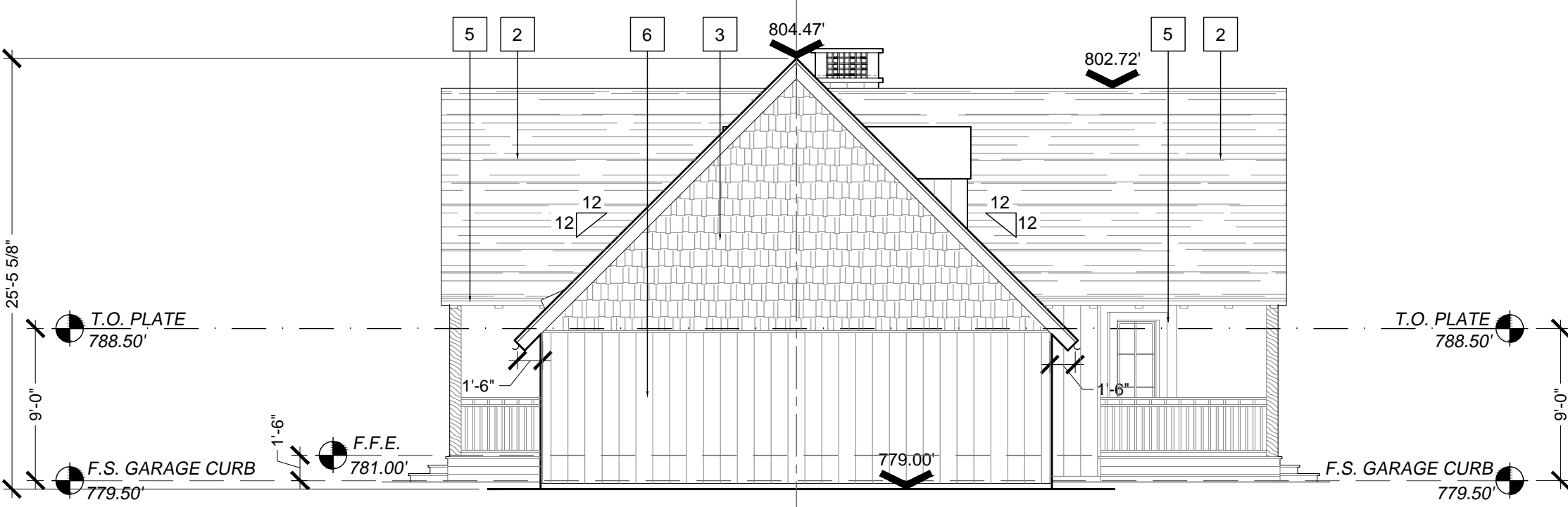
2 PROPOSED NORTH ELEVATION
1/8" = 1'-0"



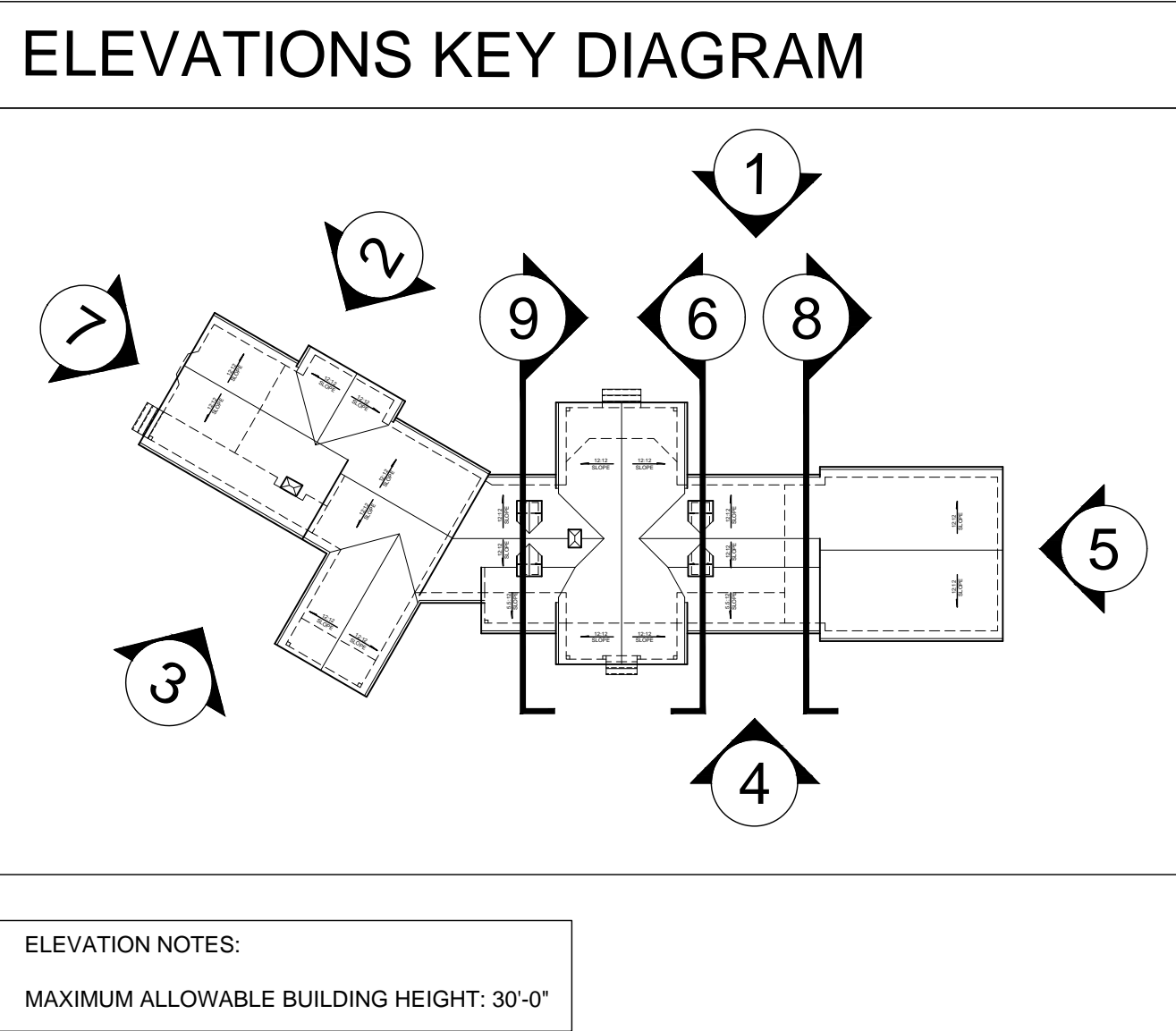
3 PROPOSED SOUTH ELEVATION
1/8" = 1'-0"



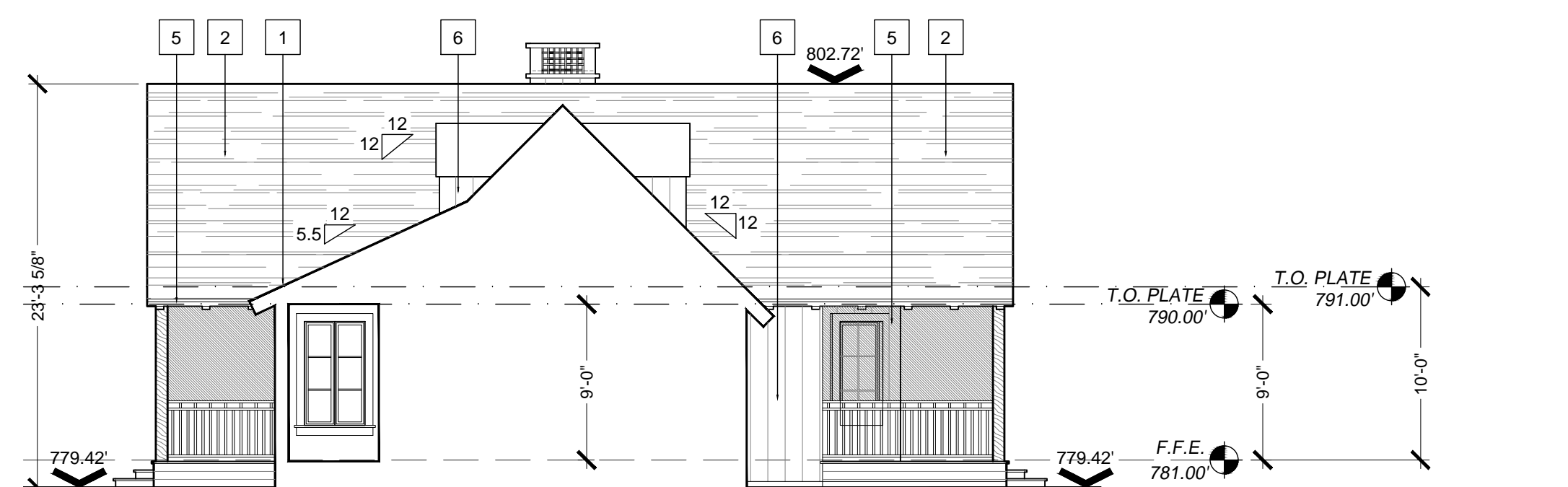
4 PROPOSED SOUTH ELEVATION
1/8" = 1'-0"



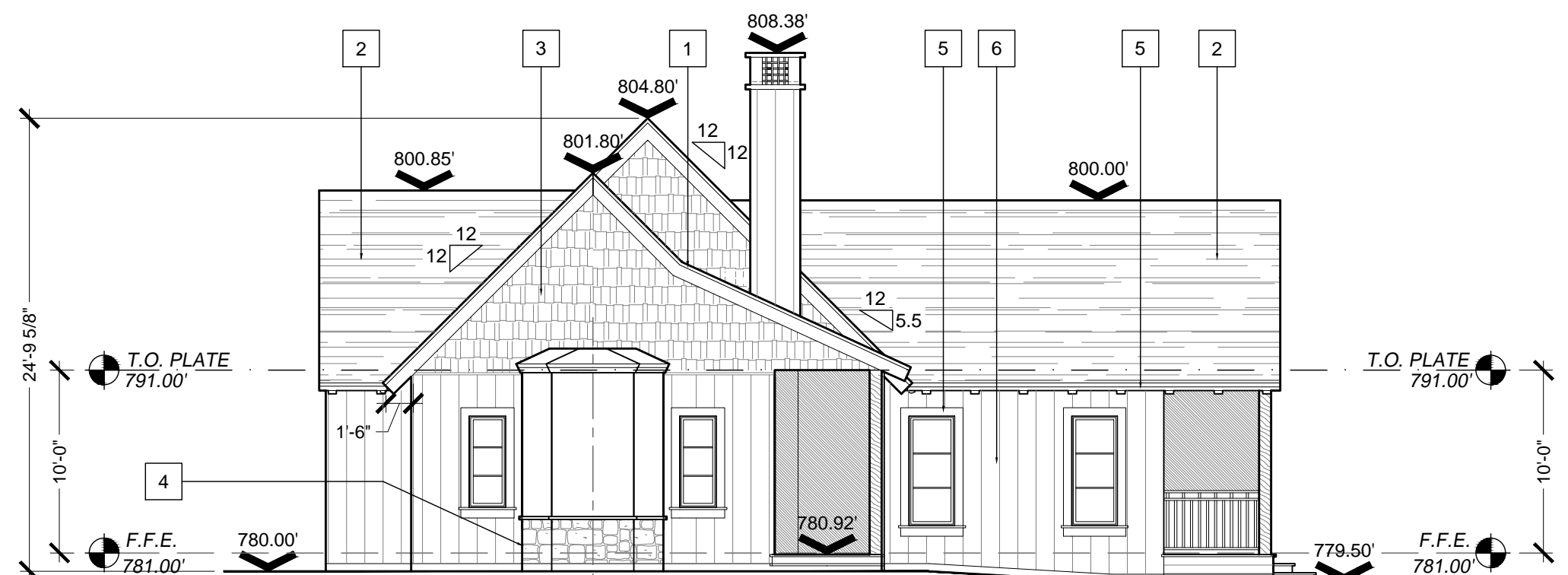
5 PROPOSED EAST ELEVATION
1/8" = 1'-0"



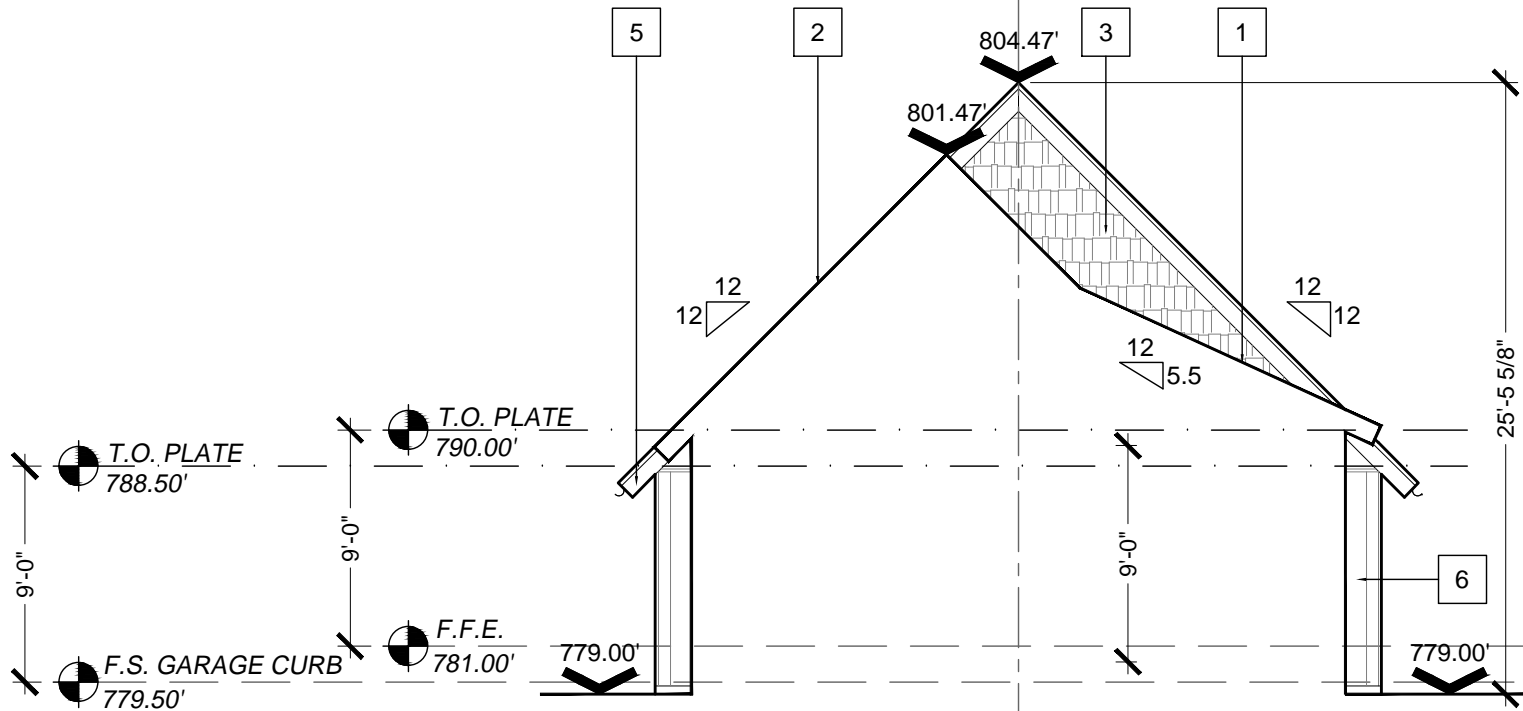
ELEVATION NOTES:
MAXIMUM ALLOWABLE BUILDING HEIGHT: 30'-0"



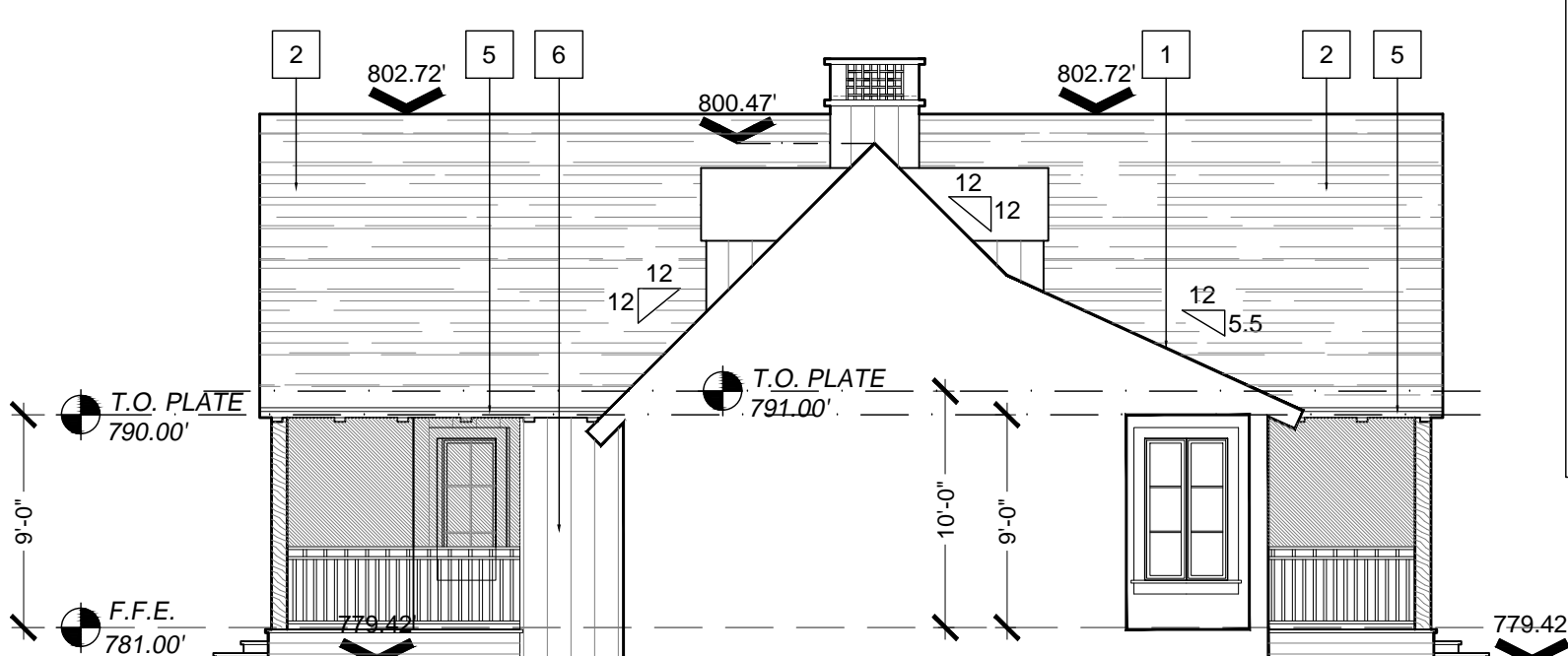
6 PROPOSED EAST ELEVATION
1/8" = 1'-0"



7 PROPOSED WEST ELEVATION
1/8" = 1'-0"

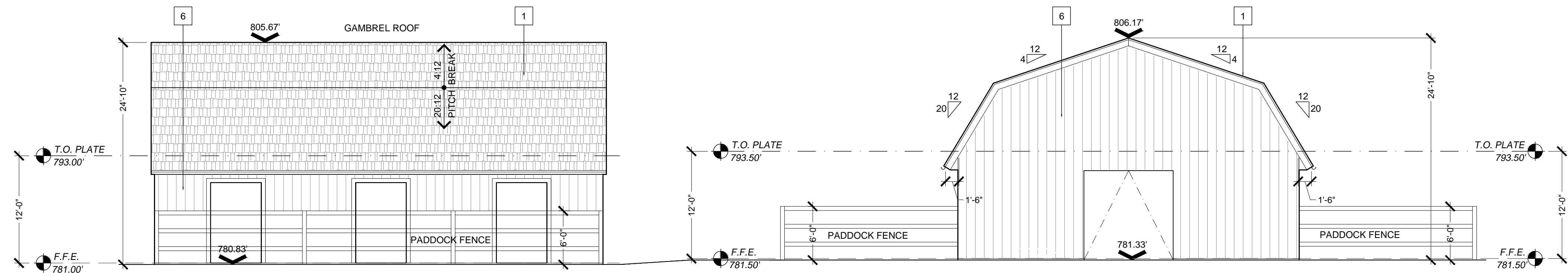


8 PROPOSED WEST ELEVATION
1/8" = 1'-0"

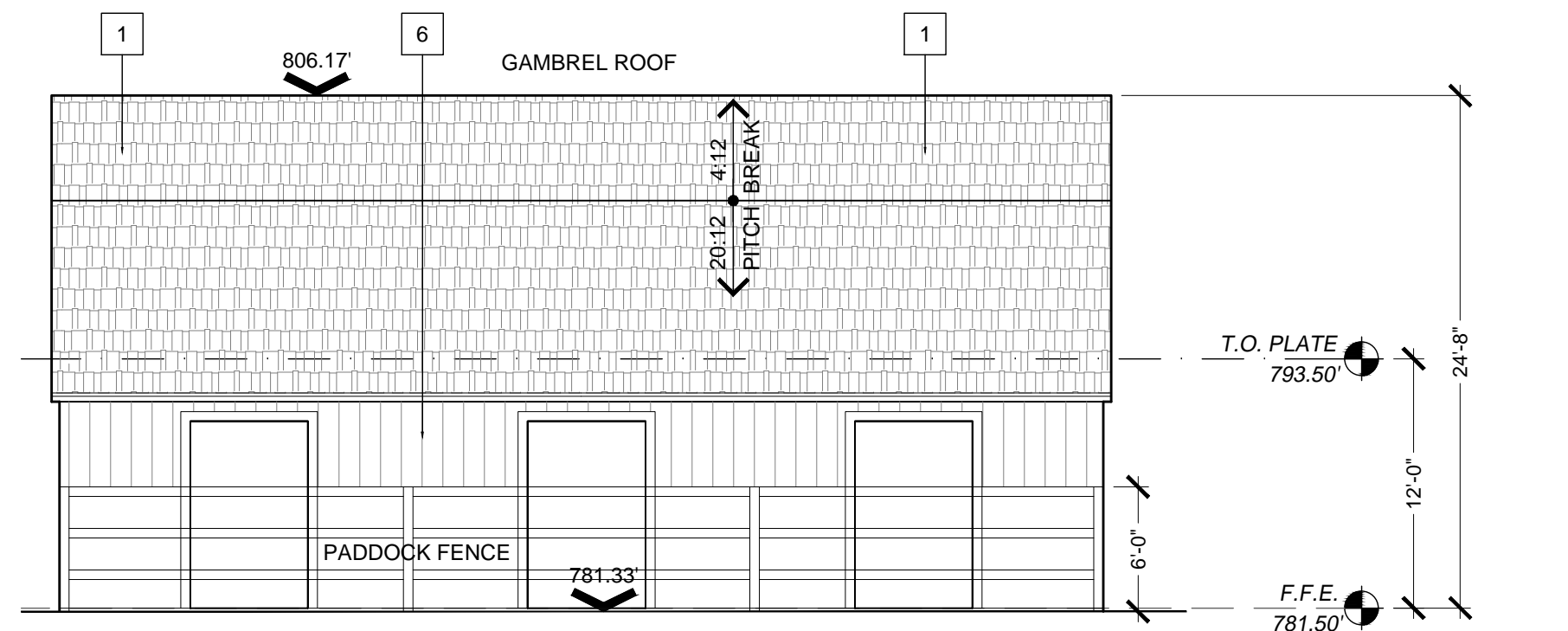
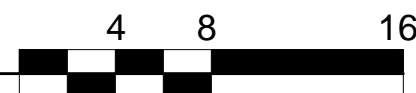


9 PROPOSED WEST ELEVATION
1/8" = 1'-0"

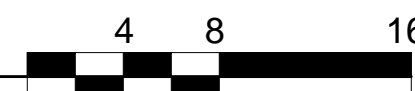
- MATERIAL LIST**
- 1 ROOF: WESTERN STATES METAL ROOFING, "STREAKED RUST" COLOR
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1 PROPOSED NORTH ELEVATION
1/8" = 1'-0"

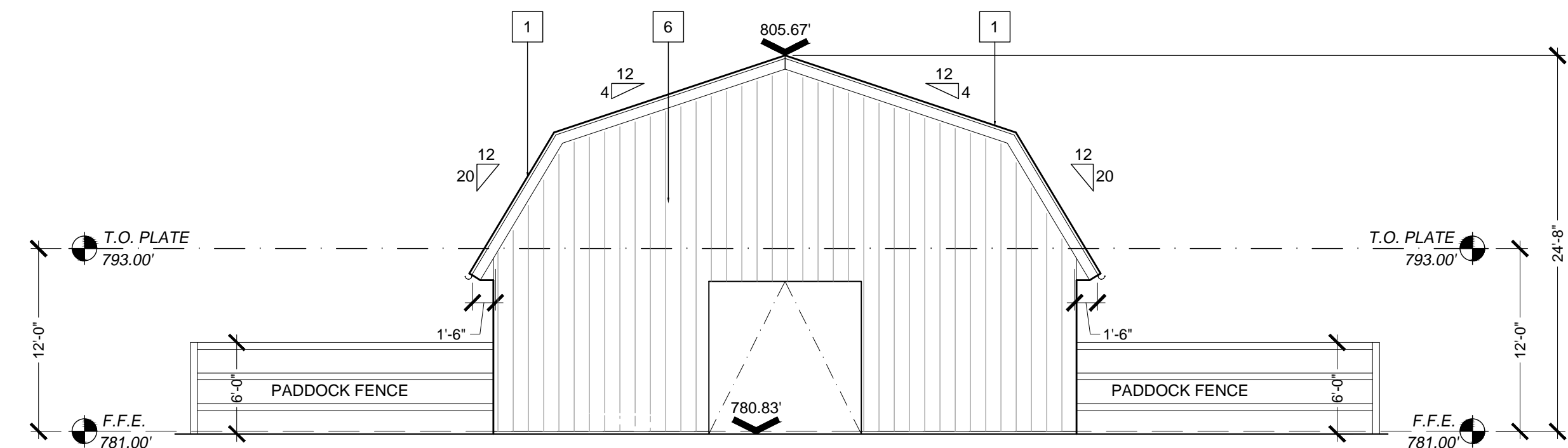


5 PROPOSED EAST ELEVATION
1/8" = 1'-0"

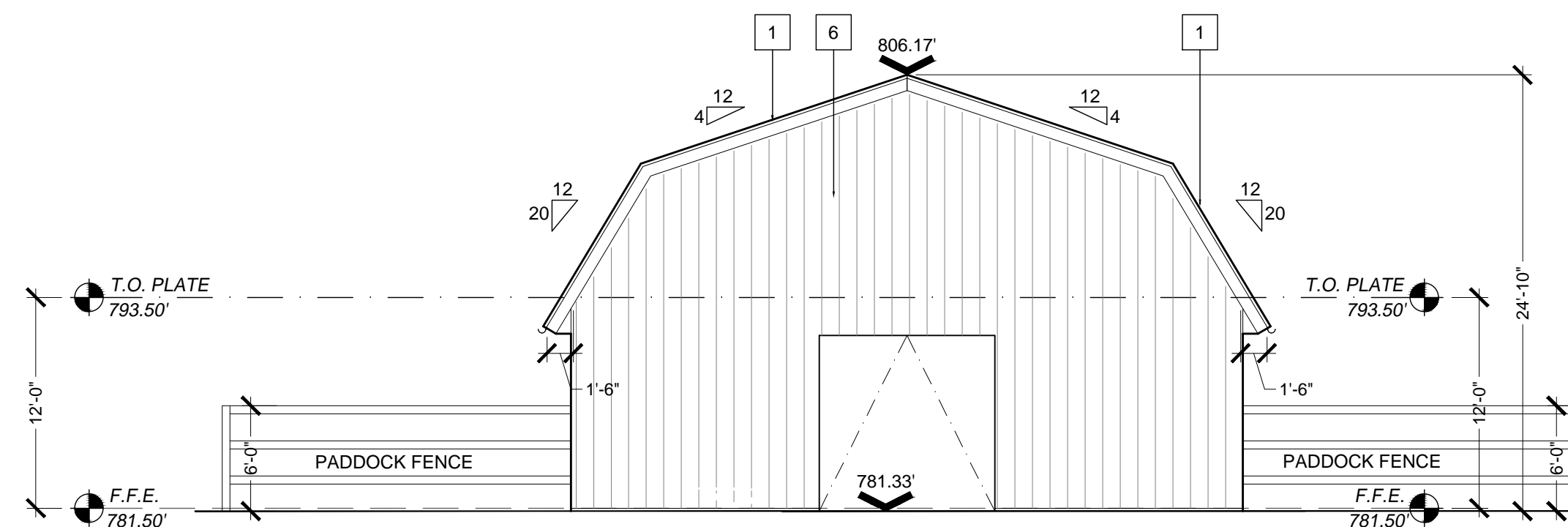
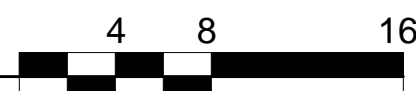


- MATERIAL LIST**
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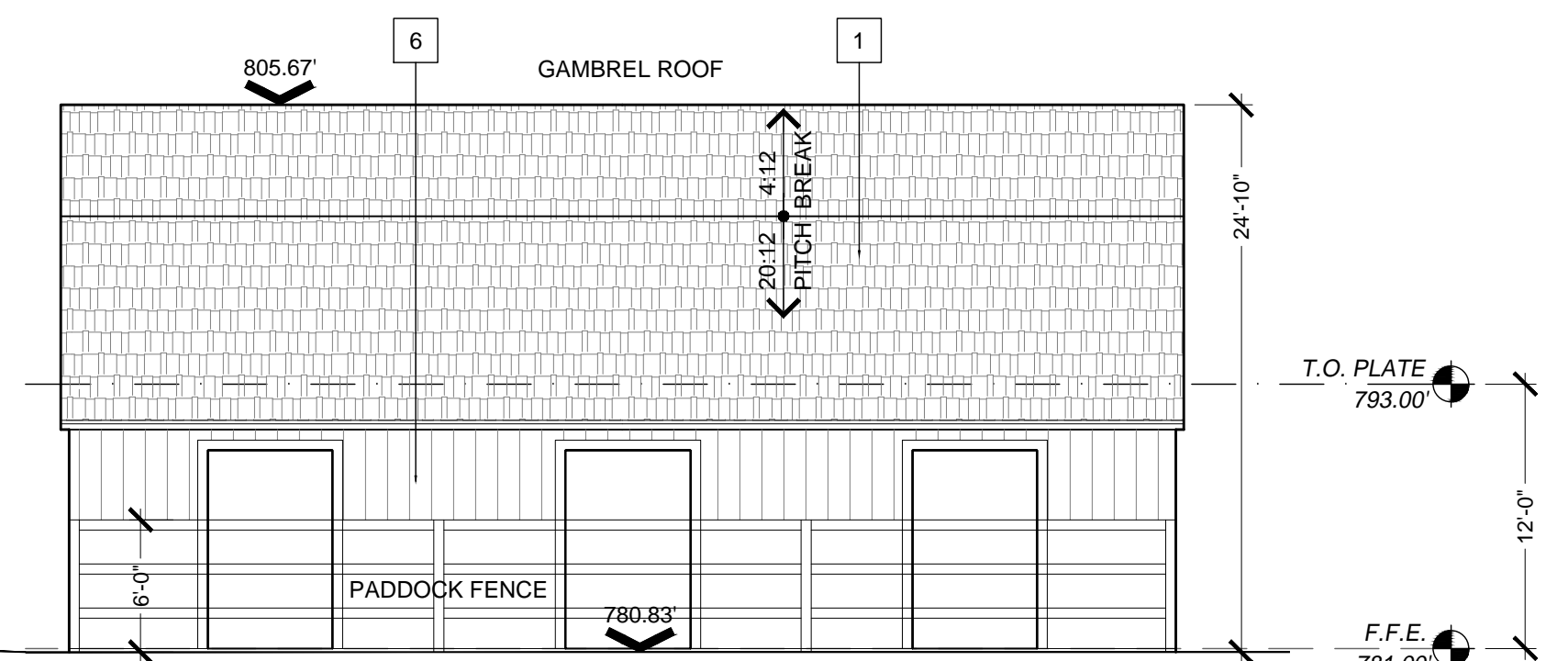
ELEVATION NOTES:
MAXIMUM ALLOWABLE BUILDING HEIGHT: 30'-0"



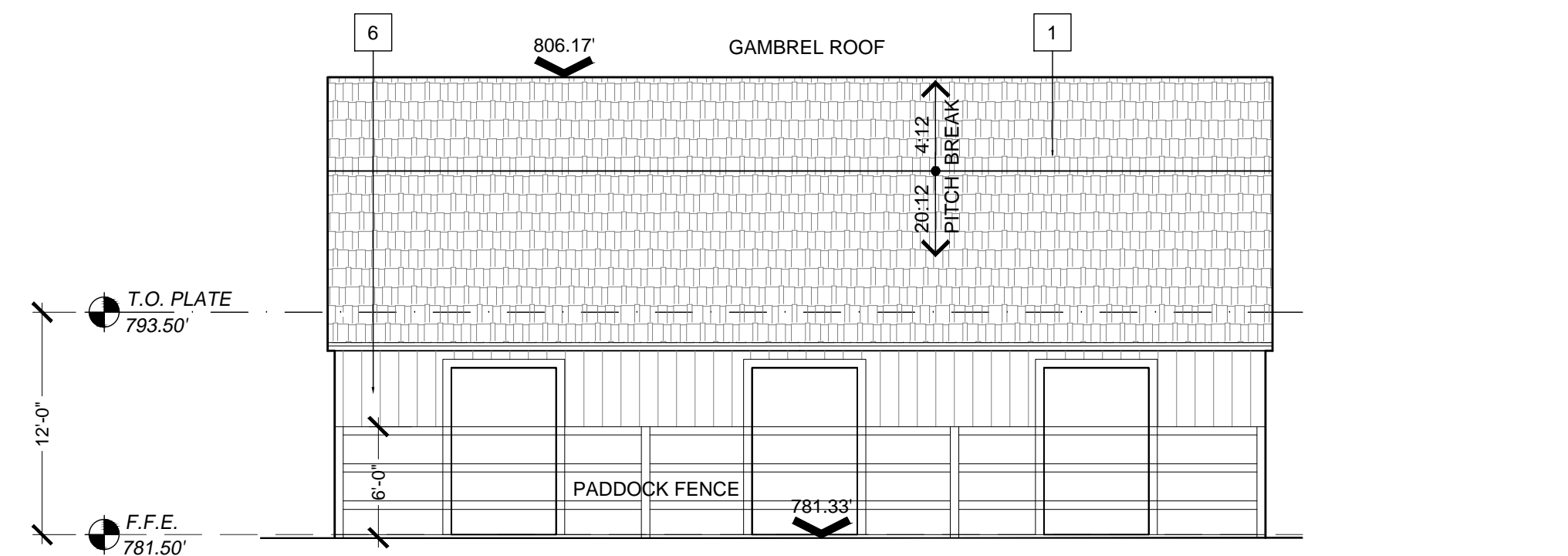
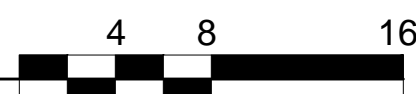
2 PROPOSED EAST ELEVATION
1/8" = 1'-0"



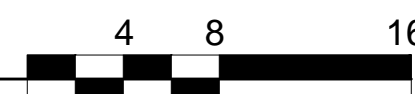
3 PROPOSED SOUTH ELEVATION
1/8" = 1'-0"

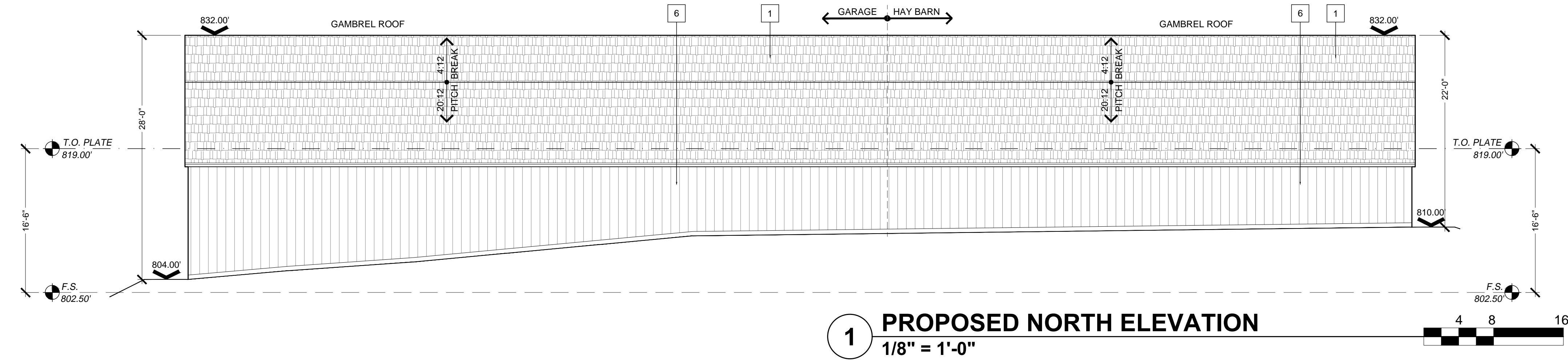


4 PROPOSED WEST ELEVATION
1/8" = 1'-0"



6 PROPOSED WEST ELEVATION
1/8" = 1'-0"



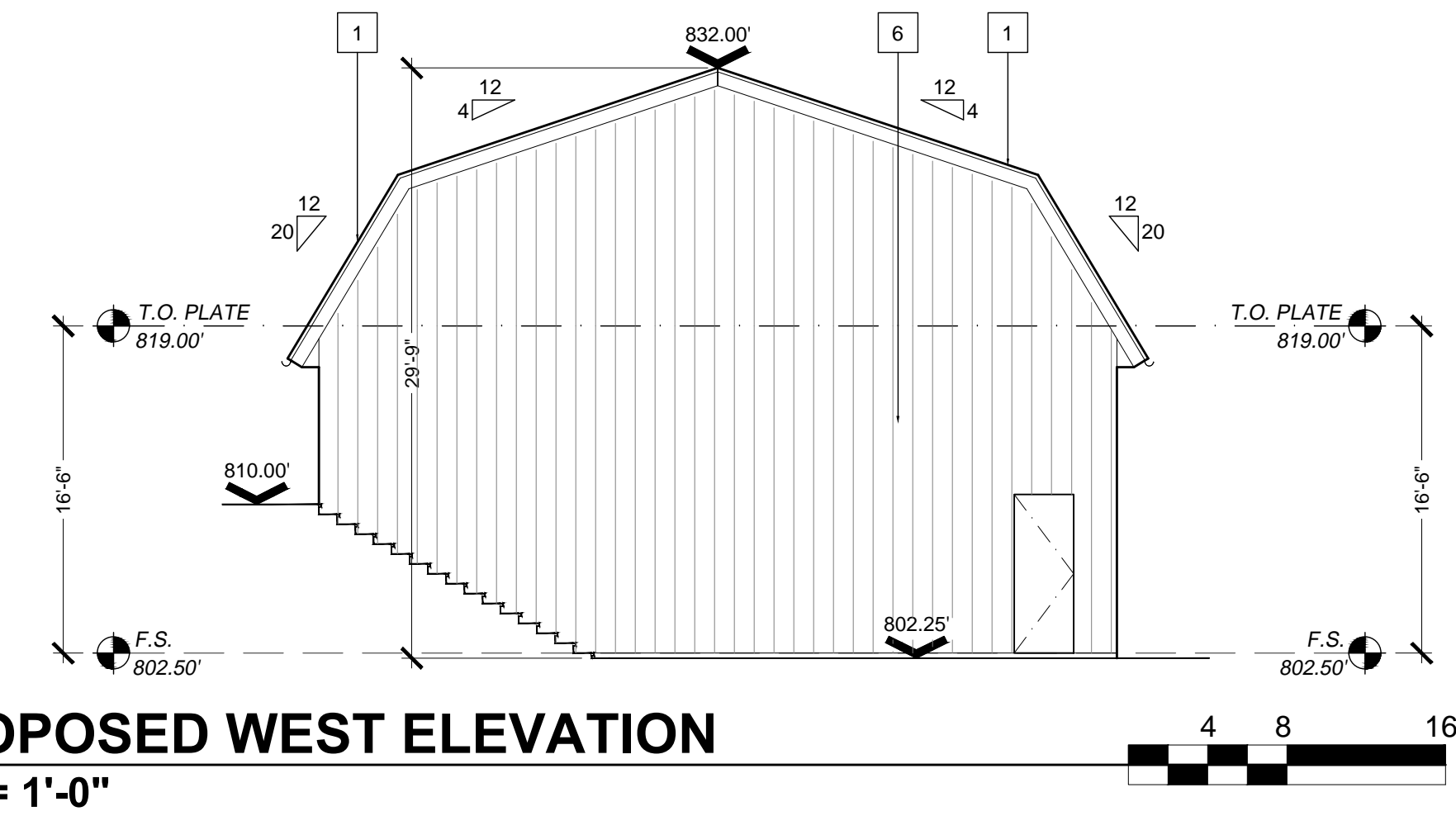
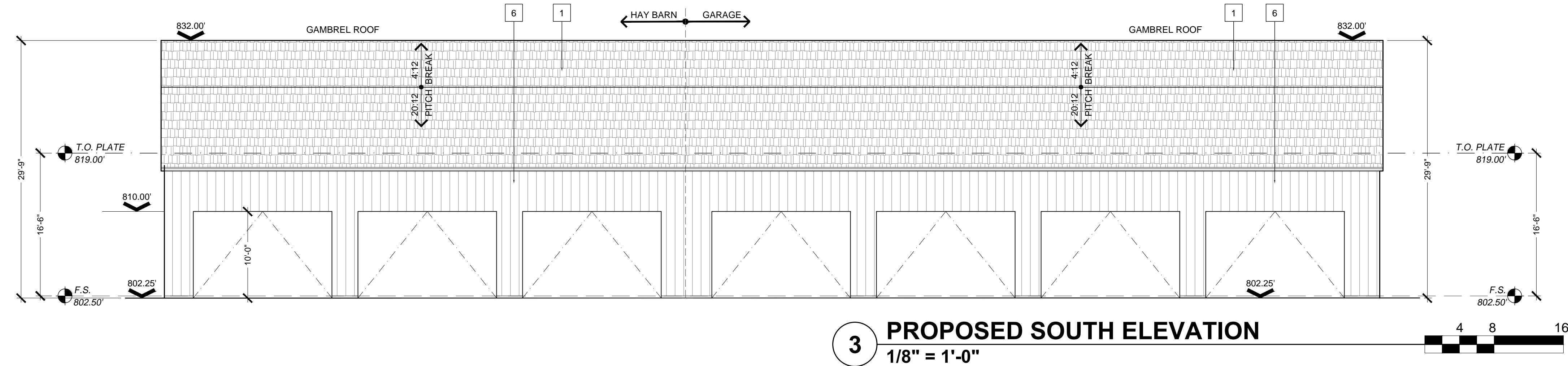
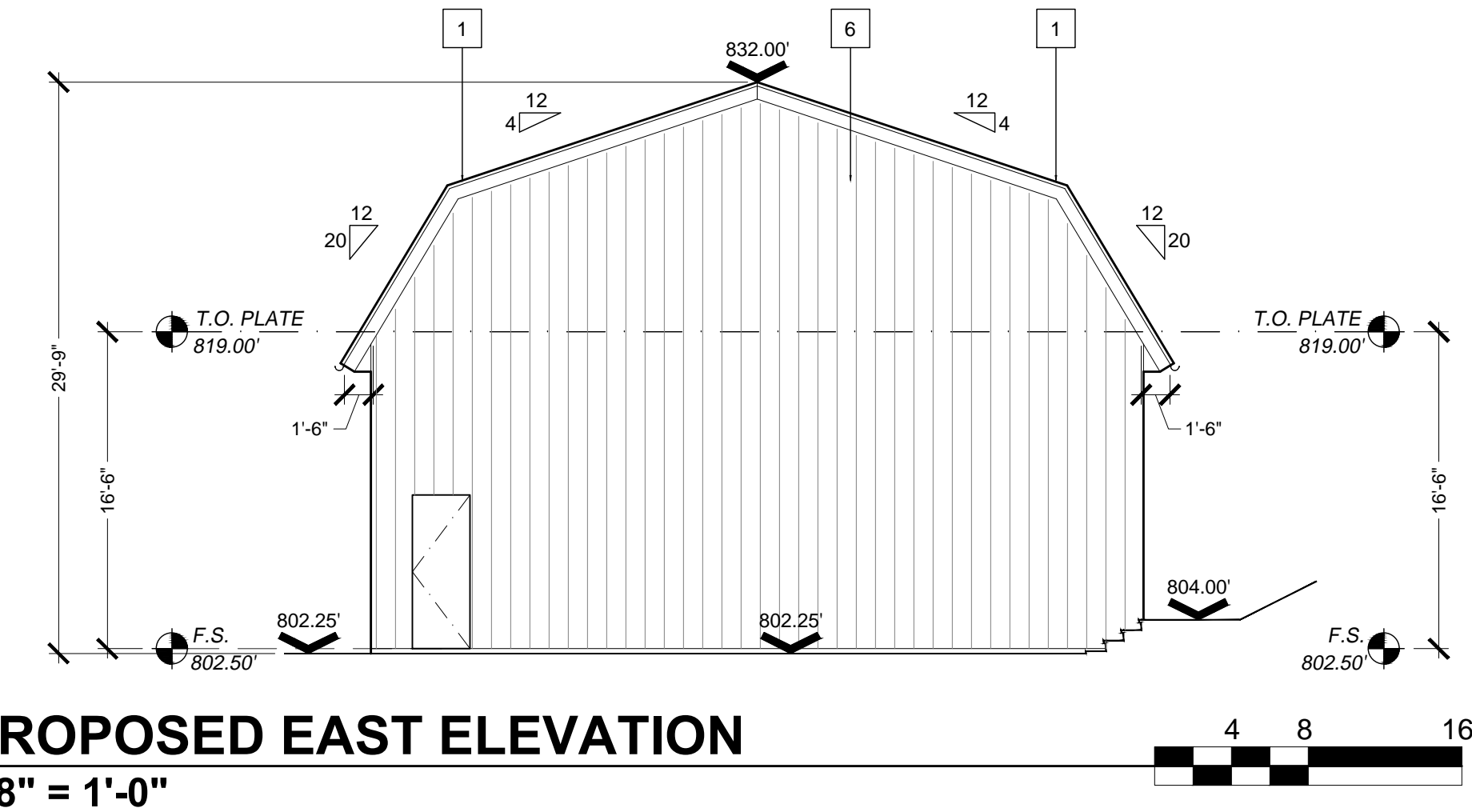


MATERIAL LIST

- 1 ROOF: WESTERN STATES METAL ROOFING, "STREAKED RUST" COLOR
- 2 ROOF: CEDUR - SYNTHETIC SHAKE SHINGLE, COLOR "GOLDEN CEDAR", 10" EXPOSURE
- 3 SHINGLE SIDING: NATURAL CEDAR WOOD SHINGLE SIDING WITH STAGGERED BUTTLINE
- 4 NATURAL STONE RUBBLE: "SANTA BARBARA RUBBLE"
- 5 WOOD TRIM, EAVES AND RAFTER TAILS: "RESAWN TIMBER COMPANY" KEBONY WOOD, COLOR VEI
- 6 WOOD SIDING: NATURAL WOOD SIDING, COLOR "WEATHERED GRAY"
- 7 BLACK WROUGHT IRON FENCING WITH WEATHERED RED BRICK PILASTERS

ELEVATION NOTES:

MAXIMUM ALLOWABLE BUILDING HEIGHT: 30'-0"



DOMANI
ARCHITECTURE + PLANNING INC.
FABIO RIGO DE RIGHI | ARCHITECT
228 S. BEVERLY DRIVE | SUITE 220
BEVERLY HILLS | CALIFORNIA | 90212
T: 310.206.7600

PRIVATE RESIDENCE
109 LILAC LANE
BREA, CA 92823

EXISTING PLUMBING
PLOT PLAN + SCHEDULES

REVISIONS:

DATE: MARCH 12, 2020
SCALE: 1"=30'-0"
JOB NUMBER: MS-05-16



P-1

EQUIPMENT SCHEDULE

ITEM	EQUIPMENT	DESCRIPTION
WH-1	WATER HEATER	1800" #1/4" 30 RT. 30 GAL. CAP, 2500 UPPER # 2000 LOWER HEATING ELEMENTS, 240 V. 1 Ø.
FEC-1	FIRE EXTINGUISHER CABINET	2 1/2 GAL.
WAH-1	WATER HAMMER ARRESTOR	"J.R. SMITH" # 5010
WAH-2	WATER HAMMER ARRESTOR	"J.R. SMITH" # 5030

LEGEND

SYMBOL	ABBRV.	DESCRIPTION
—	S.O.R.W.	SOIL OR WASTE ABOVE GRADE
—	S.O.R.W.	SOIL OR WASTE BELOW GRADE
—	C.W.V.	CONDENSATION WASTE AND VENT
—	I.W.	INDUSTRIAL WASTE
—	S.D.	STORM DRAIN ABOVE GRADE
—	S.D.	STORM DRAIN BELOW GRADE
—	—	RAIN LINE
—	V.	VENT
—	C.W.	COLD WATER
—	C.C.W.	COLD COLD WATER
—	I.C.W.	INDUSTRIAL COLD WATER
—	T.W.	TEMPERED WATER
—	H.W.	HOT WATER
—	H.W.R.	HOT WATER RETURN
—	180° H.W.	180° HOT WATER
—	I.L.	IRRIGATION LINE
—	F.S.L.	FIRE SPRINKLER LINE
—	W.S.P.	WET STANDPIPE
—	D.S.P.	DRY STANDPIPE
—	S.	SOIL LINE
—	A.	AIR
—	G.	GAS
—	E.G.	EXIST. GAS
—	F.C.O.	FLOOR CLEANOUT OR CLEANOUT TO GRADE
—	W.C.	WALL CLEANOUT
—	T.P.R.V.	TEMPERATURE AND PRESSURE RELIEF VALVE
—	P.R.V.	PRESSURE REDUCING VALVE
—	C.V.	CHECK VALVE
—	G.C.	GAS COCK
—	B.C.	BALANCING COCK
—	U.	UNION
—	H.B.	HOSE BIB
—	R.H.B.	RECESSED HOSE BIB
—	R.U.	RISER UP
—	D.D.	DROP DOWN
—	F.P.H.	FIRE SPRINKLER HEAD
—	B.F.P.	BACKFLOW PREVENTER
—	A.P.	ABOVE
—	B.P.	BELOW
—	C.	CONTINUATION
—	C.L.	CATCH BASIN
—	C.C.	CONNECT OR CONNECTION
—	D.S.	DOWNSCOUT
—	E.	EXISTING
—	E.H.C.I.	EXTRA HEAVY CAST IRON
—	F.H.	FIRE HYDRANT
—	F.C.	FINISHED GRADE
—	F.F.	FINISHED FLOOR
—	F.T.R.	FLUE THRU ROOF
—	I.E.	INVERT ELEVATION
—	N.H.	NATHOLE
—	N.I.C.	NOT IN CONTRACT
—	P.T.	PLUGGED TEE
—	R.W.	ROUGH-IN AND CONNECT
—	V.T.R.	VENT THRU ROOF
—	V.C.P.	VITRIFIED CLAY PIPE
—	W.B.	WALL BOX
—	F.D.C.	FIRE DEPARTMENT CONNECTION

GENERAL NOTES

BEFORE COMMENCEMENT OF WORK, CONTRACTOR SHALL VERIFY EXACT LOCATIONS, ELEVATIONS AND CHARACTERISTICS OF UTILITIES AND PIPING AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.

EXACT LOCATIONS AND MOUNTING HEIGHTS OF PLUMBING FIXTURES SHALL BE OBTAINED FROM ARCHITECTURAL DRAWING.

ALL EXTERIOR GAS COCKS AND GATE VALVES SHALL BE INSTALLED IN YARD BOXES AND THE COVERS SHALL BE CONSPICUOUSLY MARKED "GAS SHUT-OFF" OR "WATER SHUT-OFF" RESPECTIVELY.

ALL VENT AND FLUE OUTLETS SHALL BE 10'-0" MINIMUM FROM ANY FRESH AIR INTAKES.

INSTALL ALL PLUMBING TO AVOID INTERFERENCE WITH ELECTRICAL AND MECHANICAL EQUIPMENT AND STRUCTURAL FRAMING.

CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING ALL PAVED AREAS THAT ARE EXCAVATED AND/OR DAMAGED BY HIS OPERATIONS. IN ADDITION, ALL PLANTED AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.

ALL CONNECTIONS TO EXISTING SERVICES SHALL BE MADE SUCH THAT INTERRUPTION TIME WILL BE AS SHORT AS POSSIBLE. THE OWNER'S REPRESENTATIVE SHALL BE GIVEN SUFFICIENT NOTICE AND SHUT-DOWN TIME WILL BE AT A TIME DESIGNATED BY HIM.

WHERE INDICATED, PAVING, WALKS AND FLOORS SHALL BE MACHINE SAW CUT FOR INSTALLATION OF NEW PIPING. PATCH TO MATCH EXISTING.

FIXTURE SCHEDULE

ITEM	FIXTURE	MIN. CONNECTION				REMARKS
		WASTE	VENT	C.W.	H.W.	
WC-1	WATER CLOSET	4"	2"	1"		FLR. MTD. F.V.
WC-2	WATER CLOSET	4"	2"	1"		FLR. MTD. F.V.
U-1	URINAL	2"	1 1/2"	3/4"		FLR. MTD. F.V.
L-1	LAVATORY	2"	1 1/2"	1/2"		WALL MTD.
L-2	LAVATORY	2"	1 1/2"	1/2"	1/2"	CTR. MTD.
S-1	SINK	2"	1 1/2"	1/2"		CTR. MTD.
S-2	SINK	2"	1 1/2"	1/2"	1/2"	CTR. MTD.
SS-1	SERVICE SINK	2"	1 1/2"	3/4"	3/4"	WALL MTD.
DF-1	DRINKING FOUNTAIN	2"	1 1/2"	1/2"		WALL MTD.
FD-1	FLOOR DRAIN	2"	1 1/2"			

PLOT PLAN
SCALE: 1"=30'-0"

F. T. ANDREWS & CO.
MECHANICAL ENGINEERS
1343 W. VALENCIA DRIVE
FULLERTON, CALIFORNIA
525.1113
CALIF. REG.-NO. ME-11622

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: ZONE CHANGE NO. ZC 19-01, PLANNED COMMUNITY MASTER PLAN NO. PCMP 19-01, DEVELOPMENT AGREEMENT NO. DA 19-01, AND FINAL ENVIRONMENTAL IMPACT REPORT NO. FEIR 19-01 FOR THE MERCURY RESIDENTIAL DEVELOPMENT PROPOSAL AT THE SOUTHEAST CORNER OF MERCURY LANE AND BERRY STREET

RECOMMENDATION

MAY 12, 2020 SPECIAL CITY COUNCIL MEETING

On May 12, 2020, the Brea City Council considered the proposed Mercury Lane workforce housing project. At the public hearing, the City Council provided comments and/or direction to City staff on the proposed project, which has resulted in changes to the Draft Ordinance and Conditions of Approval as well as the Draft Development Agreement. Updated versions of the documents (both redline and clean versions) have been forwarded to the Council for additional consideration at the May 19, 2020 City Council meeting.

PLANNING COMMISSION RECOMMENDATION

On April 28, 2020, the Planning Commission reviewed the Mercury Residential development proposal ("Project") which includes the following requests:

- A Zone Change from Commercial Industrial to Planned Community;
- A Planned Community Master Plan including site-specific development standards, property management, and implementation requirements for a high-density, workforce housing project in an industrial zone consisting of 114 studio, one bedroom and two-bedroom rental units located on a 1.01-acre parcel;
- A Development Agreement granting vested rights and requiring certain community benefits; and
- A Final Environmental Impact Report ("EIR") inclusive of all environmental analysis, mitigation measures and findings to address environmental impacts.

The Planning Commission recommended (5-0) the City Council approve the Project with modifications and recommendations contained in the Conditions of Approval within the Draft Ordinance, see Attachment 1.

BACKGROUND/DISCUSSION

BACKGROUND

On January 15, 2019, the City Council initiated Zone Change No. ZC 19-01 in response to a request by the Applicant to rezone the subject property from Commercial Industrial (C-M) to Planned Community (PC). The Applicant then submitted requests for consideration of Planned Community Master Plan No. PCMP 19-01 ("Master Plan"), and Development Agreement No. 19-01 ("Development Agreement") for development of a 5-story building with 114 residential units. An EIR for the Project pursuant to the requirements of the California Environmental Quality Act ("CEQA") was prepared for this request.

Summary of Project

The subject is located on the southeast corner of Mercury Lane and Berry Street. The property has a General Plan designation of Light Industrial and is zoned C-M, Commercial Industrial. The property is currently vacant, adjacent to the Downtown and is surrounded by industrial uses.

The Project proposes to change the zoning to allow a Planned Community designation for a high-density, workhouse housing residential project in an industrial zone. The residential complex would include the construction of a 5-story building, 68-feet in height on a 1.01-acre parcel, see Attachments 4 & 5 – Master Plan & Plans. The Applicant has a vision for a private approach to affordable housing. The Project proposes to provide 114 multi-family residential apartments. The units range in size from studios (452-596 square feet), one bedrooms (651-675 square feet) and 2 bedrooms (1,111 square feet). The Project identifies these apartments as "workforce" units due to their size and proximity to major employment centers including: Mercury Insurance, Downtown Brea businesses, and adjacent commercial and industrial uses. The Applicant has also incorporated into the Project a plan to offer and maintain affordable rents based on the design, location, size and management of the complex.

More specific information about the Project can be found in the staff reports prepared for the Planning Commission and the Master Plan, included as attachments to this report.

Planning Commission Review

On January 28, 2020, the Planning Commission held a public hearing to consider the Project and the Final EIR. The Planning Commission continued the hearing until February 25, 2020, see Attachment 6 – January 28, 2020 Staff Report & Minutes.

On February 25, 2020, the Planning Commission reviewed additional information provided by Staff, received additional public testimony and closed the public hearing. The Planning Commission directed Staff prepare a draft Resolution with Conditions of Approval to address several remaining issues/concerns, see Attachment 7 – February 25, 2020 Staff Report & Minutes. The Planning Commission continued the item to the March 23, 2020 regularly scheduled meeting.

The March 23, 2020 Planning Commission meeting was canceled due to the current COVID-19 emergency. The City re-noticed the Mercury project for the April 28, 2020 Planning Commission meeting. At this meeting, the Commission considered additional information presented by Staff, see Attachment 8 – April 28, 2020 Staff Report, the Applicant, and during public testimony. The public hearing was closed and the Commission deliberated and provided their recommendation

as outlined above.

DISCUSSION

Zone Change

The subject property is currently zoned Commercial Industrial, which does not allow for residential uses. The applicant has requested the zoning designation be changed to Planned Community, which would allow for development consistent with an approved Planned Community Master Plan. Pursuant to Section 20.424.020(A) of the City Code, the following findings must be made before the approval of a Zone Change:

1. The Zone Change is in conformity with the General Plan;
2. The subject property is suitable for the development in the Planned Community Zone under the proposed Planned Community Master Plan, in terms of access, size of parcel, relationship to similar or related uses and other considerations; and
3. The proposed change of zone is not detrimental to the use of land in any adjacent zone.

The draft ordinance, if adopted, would approve the proposed Zone Change based on these findings and facts about the Project in the record. Support for the findings are found in the draft Ordinance and within the associated staff reports.

Planned Community Master Plan

The proposed Planned Community Master Plan sets forth the site-specific development standards, property management, and implementation requirements for the proposed high-density workforce housing project consisting of 114 studio, one bedroom, and two-bedroom rental units on the subject 1.01-acre parcel.

Pursuant to Section 20.272.030(G)(6) of the City Code, the following findings must be made before approval of the Planned Community Master Plan:

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

The draft Ordinance, if adopted, would approve the proposed Master Plan based on these findings and facts about the Project in the record. Support for the findings are found in the draft ordinance and within the associated staff reports.

Development Agreement

Section 20.272.030(G)(3) of the City Code requires a Development Agreement for every Planned Community Master Plan to provide the community and applicants the assurance that the proposed development, and its associated community benefits, will be realized by granting the applicant vested rights to develop in accordance with the approved plan, see Attachment 3.

The following outlines the community benefits that are currently part of the proposed Development Agreement:

- a. Revitalization and use of a vacant site consistent with state, regional, and local long-term goals to provide additional housing opportunities and affordable housing.
 1. Affordable Housing: Eleven (11) units would be reserved at or below low-income thresholds (as defined by state law) for a minimum of 55 years.
 2. Workforce Housing: At least eighty (80) of the units will have rents between \$1,200 to \$1,695 with the ability to increase rents up to a maximum of three percent (3%) annually for a period of forty (40) years with the following rental categories:
 - Six (6) units would have rents of not more than \$1,295
 - Six (6) units would have rents of not more than \$1,395
 - Six (6) units would have rents of not more than \$1,495
 - Six (6) units would have rents not more than \$1,595
 - Fifty-six (56) units would have rents not more than \$1,695
- b. Contribution of video surveillance hardware and software to serve traffic circulation and public safety goals for the Project area (\$10,000).
- c. Contribution towards future improvements to Imperial Highway (\$10,000), which would be a fair share contribution to mitigation measures that are deemed infeasible in the Final EIR because of Caltrans' jurisdiction over Imperial Highway.
- d. Contributions towards sidewalk and bike lane improvements on Mercury Lane (\$180,000).
- e. Contribution towards the use and maintenance costs of the City's West Downtown Parking Garage. The applicant is proposing that the City allow the Project's tenants to utilize the West Downtown parking garage for guest parking subject to payment of \$25 per space, per month towards such use. Additionally, the applicant is proposing that the City use those annual payments on maintenance, repair, and upkeep of the parking garage.
- f. Alternative transportation options in the City through creation of a car-share and bike-share program to serve the Project and provide local shuttle or similar system.

Received Correspondence

Subsequent to the Planning Commission meeting, Staff received one letter in support of the Project from the Kennedy Commission, see Attachment 12, has received one letter from H. Van Ligten on behalf of the Applicant, see Attachment 13, and a letter from G. Etnire on behalf of Pacific Plastics, see Attachment 14.

ENVIRONMENTAL ASSESSMENT

The Final EIR, see Attachment 9. for the Project complies with all of the requirements of CEQA and addresses all of the Project's significant environmental impacts. It also includes a Findings of Fact, Statement of Overriding Consideration and Mitigation Monitoring & Reporting Program, see Attachments 10 & 11.

FISCAL IMPACT/SUMMARY

The Project provides a positive impact on the General Fund with contributions outlined in the Development Agreement including a \$10,000 contribution toward traffic improvements and \$180,000 towards sidewalk and bike lane improvements.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Maribeth Tinio, Senior Planner

Concurrence: Tracy Steinkruger, Community Development Director

Concurrence: Jennifer A. Lilley, AICP, City Planner

Attachments

Attachment A - Draft CEQA Resolution

Attachment B - Draft Ordinance (Clean)

Attachment C - Draft Ordinance (Redline)

Attachment D - Draft Development Agreement (Clean)

Attachment E - Draft Development Agreement (Redline)

RESOLUTION NO. 2020-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT NO. FEIR 19-01 (SCH NO. 2018121032) FOR THE PROPOSED MERCURY RESIDENTIAL DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF MERCURY LANE AND BERRY STREET AND ADOPTING FINDINGS, A MITIGATION MONITORING AND REPORTING PROGRAM, A STATEMENT OF OVERRIDING CONSIDERATIONS REGARDING THE SAME PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. RECITALS

1. On January 15, 2019, the City Council initiated Zone Change No. ZC 19-01 ("Zone Change 19-01") in response to a request by Dwight Manley ("Applicant") to rezone the property located at the southeast corner of Mercury Lane and Berry Street ("Subject Property") from Commercial Industrial (C-M) to Planned Community (PC), and the Applicant subsequently submitted applications for approval of Planned Community Master Plan No. PCMP 19-01 ("PCMP 19-01"), and Development Agreement No. 19-01 ("DA 19-01") to develop a 5-story building with 114 workforce residential units pursuant to the proposed Residential Planned Community Master Plan. Zone Change 19-01, PCMP 19-01, and DA 19-01 are collectively referred to herein as "the Project." Copies of PCMP 19-01 and DA 19-01 are each on file with the City.

2. Pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared Final Environmental Impact Report No. FEIR 19-01 (the "FEIR") and a related Mitigation Monitoring and Reporting Program ("MMRP"), CEQA Findings of Fact ("CEQA Findings") and Statement of Overriding Considerations ("SOC"). Copies of the FEIR, the MMRP, CEQA Findings, and SOC are each on file with the City.

RESO NO. 2020-032
May 19, 2020

Additional copies of the CEQA Findings and SOC are found in Exhibit A to this Resolution, which is hereby incorporated by reference as though set forth in full.

3. On January 28, 2020, February 25, 2020, and April 28, 2020, the Planning Commission held a duly noticed public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the Planning Commission voted to recommend that the City Council certify the FEIR, and adopt the MMRP, the CEQA Findings, and the SOC.

4. On May 12, 2020 and May 19, 2020, the City Council held a duly noticed public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the City Council voted to adopt this Resolution.

5. All legal prerequisites to adoption of this Resolution have been met.

B. RESOLUTION

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BREA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

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

2. Based on the findings in the preceding paragraphs of this Resolution, the evidence included in the record of proceedings, including but not limited to all written evidence and testimony presented during above-referenced public hearings, and its own

RESO NO. 2020-032
May 19, 2020

independent judgment and analysis, the City Council finds the FEIR has been completed in compliance with CEQA and presented to the City Council, the City Council has reviewed the FEIR and considered the information contained therein, and the FEIR reflects independent judgment and analysis of the City Council.

3. Based on the findings in the preceding paragraphs of this Resolution, the evidence included in the record of proceedings, including but not limited to all written evidence and testimony presented during above-referenced public hearings, and its own independent judgment and analysis, hereby certifies the FEIR and adopts the MMRP, the CEQA Findings, and the SOC.

4. The City Clerk shall certify to the adoption of this Resolution cause it to be entered into the Book of Resolutions of the City Council.

ADOPTED AND APPROVED this 19th day of May, 2020

Marty Simonoff, Mayor

ATTEST:_____
Lillian Harris-Neal, City Clerk

RESO NO. 2020-032
May 19, 2020

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 Council of the City of Brea, held on the 19th day of May, 2020, by the following vote:

AYES: COUNCILMEMBER

NOES: COUNCILMEMBER

ABSENT: COUNCILMEMBER

ABSTAIN: COUNCILMEMBER

DATE: _____

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2020-032
May 19, 2020

EXHIBIT A

Exhibit A Findings and Facts in Support of Finding & Statement of Overriding Considerations

(Previously provided as Attachment 10 to the May 12, 2020 Staff Report)

RESO NO. 2020-032
May 19, 2020

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BREA APPROVING THE MERCURY RESIDENTIAL PLANNED COMMUNITY MASTER PLAN NO. PCMP 19-01 AND RELATED ZONE CHANGE NO. ZC 19-01 AND DEVELOPMENT AGREEMENT NO. 19-01 FOR DEVELOPMENT OF 114 WORKFORCE RESIDENTIAL UNITS ON A 1.01-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF MERCURY LANE AND BERRY STREET, AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

1. On January 15, 2019, the City Council initiated Zone Change No. ZC 19-01 ("Zone Change 19-01") in response to a request by Dwight Manley ("Applicant") to rezone the property located at the southeast corner of Mercury Lane and Berry Street ("Subject Property") from Commercial Industrial (C-M) to Planned Community (PC), as shown in Exhibit A to this Ordinance, which is hereby incorporated as though set forth in full. The Applicant subsequently submitted applications for approval of Planned Community Master Plan No. PCMP 19-01 ("PCMP 19-01") and Development Agreement No. 19-01 ("DA 19-01") to develop a 5-story building with 114 workforce residential units on the Subject Property pursuant to PCMP 19-01. Zone Change 19-01, PCMP 19-01, and DA 19-01 are collectively referred to herein as "the Project." Copies of PCMP 19-01 and DA 19-01 are each on file with the City.

2. Pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared Final Environmental Impact Report No. FEIR 19-01 (the "FEIR") and a related Mitigation Monitoring and Reporting Program ("MMRP"), CEQA Findings of Fact ("CEQA Findings") and Statement of Overriding Considerations ("SOC"). Copies of the FEIR, the MMRP, CEQA Findings, and SOC are each on file with the City.

3. On January 28, 2020, February 25, 2020, and April 28, 2020, the Planning Commission held a duly noticed public hearing to consider the Project and the FEIR, at

ORDINANCE NO.

which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the Planning Commission voted to recommend that the City Council certify the FEIR, and adopt the MMRP, the CEQA Findings, and the SOC.

4. On May 12, 2020, the City Council held a duly noticed public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the City Council voted to continue the public hearing to its regular meeting on May 19, 2020.

5. On May 19, 2020, the City Council held a duly noticed continued public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the City Council voted to certify the FEIR and adopt the MMRP, the CEQA Findings, and the SOC.

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

B. ORDINANCE.

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

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

2. Based on its findings in the preceding paragraphs of this Ordinance, the evidence presented at the above-referenced public hearings, including but not limited to the FEIR, the MMRP, the CEQA Findings, the SOC, the Conditions of Approval for

ORDINANCE NO.

PCMP 19-01 set forth in Exhibit B to this Ordinance, which is hereby incorporated as though set forth in full, all written evidence and testimony presented during those hearings, and its own independent judgment and analysis, the City Council hereby finds as follows:

a. The Project is in conformity with the General Plan on grounds that include but are not necessarily limited to the following. The Project proposes a planned community master plan for 114 workforce residential units at a low and moderate rental affordability located directly adjacent to Downtown Brea and major commercial and industrial employers within a ¼ to ½ mile biking and walking distance. General Plan Policy HE 3.2 promotes providing opportunities for mixed use and infill housing development opportunities in Downtown Brea as part of the City's ongoing revitalization strategy for the area. General Plan Policy CD 1.9 encourages new development that is organized around compact, walkable, mixed-use neighborhoods and districts to conserve open space resources, minimize infrastructure costs, and reduce reliance on the automobile. Policy CD-9.2 encourages accommodation of emerging housing trends, and encourage pedestrian linkage to surrounding neighborhoods and activity centers. Policy CD-9.5 promotes providing quality, affordable housing that would accommodate young families, college students, and educators. The General Plan expressly recognizes the use of Planned Communities as a flexible planning tool for achieving a cohesive land use plan for a property or related properties.

b. The Subject Property is suitable for the Project in terms of access, size of parcel, relationship to similar or related uses and other considerations on grounds that include but are not necessarily limited to the following. The Subject Property is 1.01

ORDINANCE NO.

acres in size, which can accommodate the proposed 5-story high density residential apartment building 68-feet in height that would be directly adjacent to Downtown Brea and major commercial and industrial employers within a ¼ to ½ mile biking and walking distance. Access for vehicles would be provided from Mercury Lane, and pedestrian and bicycle access would be ensured by frontage improvements along Berry Street and Mercury Lane. The alternative development guidelines and standards found in PCMP 19-01 regarding building height, setbacks, floor area ratio and other development standards are suitable for the development.

c. Zone Change 19-01 is not detrimental to the use of land in any adjacent zone on grounds that include but are not necessarily limited to the following. The Project would introduce residential uses into an area currently developed for commercial industrial uses but will be located on the edge of those uses. Existing commercial industrial uses would be buffered by Berry Street, Mercury Lane, and a parking lot predominantly used for trailer parking. Potential noise problems have been addressed by Project features and the required disclosures to future residents. Property values in adjacent zones will also benefit from the investment in improvements that will accompany and may follow the development of the new residential use.

d. The Project is consistent with the Brea Envisions Community Strategic Plan on grounds that include but are not necessarily limited to the following. The Project promotes higher density living, affordable housing, and site specific standards to ensure quality design and rental affordability. The Project is located directly adjacent to The Tracks at Brea Trail, Downtown Brea, and major employers within a ¼ to ½ mile walking and biking distance. The Project will therefore enhance and promote pedestrian

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friendly development throughout our community and within the public spaces and will promote the Tracks at Brea Trail as an alternative pathway through the community. Brea Envisions calls for planning for additional, safe public pathways for pedestrians and cycling in zoning and development decisions. The Project will contribute funds towards bike lane and sidewalk improvements. Brea Envisions calls for the possible creation of development zones in the City that would encourage and allow for different uses within each zone; promoting higher density living and mixed affordable housing where appropriate for the existing neighborhood. The Project will maintain a consistent and acceptable balance of both residential and commercial/industrial development. The Project would provide for an innovative development in an area of the City that presents unique planning challenges due to considerations such as geography, topography, and changing patterns of development not otherwise addressed by the Zoning Code on grounds that include but are not necessarily limited to the following. PCMP 19-01 provides innovative site specific standards to allow innovative workforce housing at an affordable level in an area uniquely located between, and with pedestrian and vehicle access to, major commercial and industrial employers, which would not be possible under the otherwise applicable provisions of the Zoning Code.

e. The Project is in the best interest of the City as a whole on grounds that include but are not necessarily limited to the following. PCMP 19-01 provides an emerging residential product not currently provided for by the Zoning Code and provides site specific standards to ensure quality and affordability. The Project provides 114 workforce housing residential units at a low and moderate rental affordability. The Project also provides priority to Brea employers and employees as opportunity to live, work and

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play within the City. It further helps fulfill State and Regional housing goals for the City as outlined by the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy. It also fulfills goals and Policies of the City's General Plan, Housing Element and the Brea Envisions Community Strategic Plan.

3. Based on its findings in the preceding paragraphs of this Ordinance, the City Council hereby approves Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, and Development Agreement No. DA 19-01, subject to the Conditions of Approval for PCMP 19-01 found in Exhibit B.

4. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

ADOPTED AND APPROVED this ____th day of ____, 2020

Marty Simonoff
Mayor

I, Lillian Harris-Neal, City Clerk to the City Council of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council of the City of Brea held on the 19th day of May, 2020 and adopted by the City Council at the regular meeting of the City Council of the City of Brea on the ____the day of ____, 2020 by the following votes:

AYES: COUNCILMEMBER

NOES: COUNCILMEMBER

ABSENT: COUNCILMEMBER

ABSTAIN: COUNCILMEMBER

ATTEST: _____
Lillian Harris-Neal
City Clerk

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EXHIBIT A
ZONE CHANGE NO. ZC 19-01

The Property described as Assessor Parcel Number 296-141-05 shall be designated as PC Planned Community Zone on the City's official Zoning Map.



EXHIBIT B
CONDITIONS OF APPROVAL FOR PCMP 19-01

Planned Community Master Plan No. PCMP 19-01 is approved subject of the following conditions, which the Applicant shall incorporate into a revised version of the Planned Community Master Plan to be submitted to the City for the final review and approval of the Community Development Director prior to issuance of building permits.

1. Project Plans: Development must occur in substantial conformance with the plans and specifications submitted to the City Council dated May 12, 2020, which includes Planned Community Master Plan No. PCMP 19-01, site plan, conceptual architectural elevations and associated details, conceptual landscape plans on file in the Planning Division, the conditions contained herein, and all applicable City regulations.
2. Conformance: The Community Development Director's review and approval of all proposed structures for substantial conformance with Planned Community Master Plan No. PCMP 19-01, plans and standards set forth herein as to building location, building square footage, site circulation, signage, and architecture is required prior to the issuance of any building permit. Operation and development of the Project shall remain in substantial conformance with Planned Community Master Plan No. PCMP 19-01 in perpetuity. Significant changes to the Project may require the amendment to Planned Community Master Plan No. PCMP 19-01.
3. Mitigation Monitoring and Reporting Program: All Mitigation Measures contained in the Mitigation Monitoring and Reporting Program from Final Environmental Impact Report No. FEIR 19-01 are incorporated herein by reference as conditions of approval for the Project.
4. Digital Plans and Exhibits: The Applicant must provide a digital copy (suitable for archival storage) of the plans and specifications noted in Condition 1 to the Brea Planning Division prior to the issuance of any building permits for the development.
5. Setbacks: Final building location and setbacks must be consistent with the layout shown within Planned Community Master Plan No. PCMP 19-01 as illustrated in the plans and specifications presented to and approved by the City Council. Where the plans and specification do not address setback requirements the standards of the Mixed Use I or R-3, Multi-Family Residential, or most closely applicable zoning district as determined by the City Planner, shall apply.
6. Parking: Vehicle parking requirements in Planned Community Master Plan No. PCMP 19-01 must be revised to require a minimum of one 1.35 parking stalls per unit and to prohibit any reduction in the number of required parking spaces to accommodate any bicycle parking stalls.
7. Parking Management Plan: The Applicant must prepare and submit a Parking Management Plan ("PMP"), which must be prepared by a registered civil/traffic engineer. The review and approval of the PMP by the Community Development

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Director and City Engineer is required prior to issuance of any building permits. The PMP shall be reviewed by the City's parking consultant, time and fees to be paid for by the Applicant, as determined necessary by the City. A key goal of the PMP shall be to limit any potential for off-site parking impacts to the adjacent industrial areas. The PMP must also address the use of all on-site and off-site parking and incorporate management strategies recommended by the peer review of the parking study conducted by Gibson Transportation. The PMP must also identify a process and central contact to address and resolve any on-site parking discrepancies or issues in a timely fashion. The PMP shall include, but is not limited to, the following strategies:

- 7.1. A tenant outreach plan indicating parking areas in the on-site structure and the prohibition of parking on adjacent private property (unless off-site parking agreements are secured). The outreach plan shall include, but is not limited to, a map of the proximity of the Project to Downtown Brea and options and encouragement of alternative transportation.
- 7.2. Timely, private enforcement of on-site and off-site parking requirements in the event that monitoring reveals that the Project's total parking demand consistently exceeds the total provided parking supply (e.g. secure additional parking).
- 7.3. Preparation of a parking monitoring report to assess on-site and off-site parking demands and the efficacy of any trip/parking reducing measures. The report shall be prepared by the Applicant and submitted to the City within one year of the Project reaching at least 50% occupancy. On-site parking locations shall be remain accessible to the City for the purposes of collecting data regarding parking demands or when a complaint threshold determined by the Community Development Director has been exceeded.
- 7.4. Use of on-site parking spaces shall be limited to the parking of resident/owners motor vehicles (i.e. cars, trucks, SUVs, motorcycles). Storage of any materials that precludes the parking of vehicles is prohibited. The storage of recreational vehicles in a garage or structured residential vehicle space is prohibited.
- 7.5. Alternative Transportation & Parking Strategies to reduce vehicle dependency. Such strategies shall include, but are not limited to, parking cash-outs, car share, carpool/vanpool programs, rideshare or ride-matching, on-site bicycle parking spaces, bike share, etc. Any such strategies shall also be required to meet any applicable public health and safety requirements.
- 7.6. Use of West Downtown Parking Garage; Offsite Parking. The Project may provide some of the required parking off-site subject to the further review and approval of the Community Development Director; provided that any

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use of the West Downtown Parking Structure shall also require an agreement with the City approved by the City Council.

- 7.7. Designation of reserved truck parking areas on Mercury Lane with appropriate markings and postings. No changes shall be made to the cul-de-sac on Mercury Lane as part of the Project.
- 7.8. No changes to City policies that currently prohibit overnight parking on Mercury Lane and Berry Street.
- 7.9. The Project site shall be added to the route for the micro-transit circulator trolley when the City implements it.
8. Bike Storage: The Applicant must maintain a minimum of 114 bicycle stalls on-site consistent with Planned Community Master Plan No. PCMP 19-01 in perpetuity. Additionally a bike maintenance area inclusive of adequate maintenance tools (e.g. bike pump, repair kit, tools, etc.) shall be maintained on-site and available in perpetuity. Should the need for bicycle storage and maintenance area and equipment be changed or discontinued, the Applicant shall provide a plan and justification indicating purpose of the changing need (e.g. emerging transportation trends, improved use to accommodate parking demand, etc.) and planned use for the space. Such justification and plan are subject to the review and approval of the Community Development Director. The plan shall serve to continue to promote alternative transportation and/or help support the parking demand for the Project.
9. Noise:
 - 9.1. The Project site shall be designated as “non-residential “ for purposes of applying the City’s noise standards, and the following requirements must be met:
 - 9.2. The Project shall incorporate building construction techniques that achieve an interior noise standard of 45 dBA CNEL for all residential units.
 - 9.3. A “windows closed “ condition shall be required for all residential units within the Project site to meet the interior noise standard. To accommodate a windows closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Uniform Building Code (UBC).
 - 9.4. The Project shall install upgraded windows and sliding glass doors with a minimum Standard Transmission Class (STC) ratings of 31.
 - 9.5. Prior to issuance of building permits, the Applicant shall demonstrate to the City building department that the proposed building shell and window assemblies will achieve exterior to interior noise exposure of 45 dBA CNEL or less.

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- 9.6. The Project shall comply with California Title 24 building insulation requirements for exterior walls, roofs and common separating assemblies (e.g. floor/ceiling assemblies and demising walls), as specified in the California Code of Regulations Title 24, California Building Standards Code.
- 9.7. Party wall and floor-ceiling assembly designs must provide a minimum STC of 50, based on lab tests. Field tested assemblies must provide a minimum noise isolation class (NIC) of 45
- 9.8. Floor-ceiling assembly designs must provide for a minimum impact insulation class (IIC) of 50, based on lab tests. Field tested assemblies must provide a minimum FIIC of 45.
- 9.9. Entry doors from interior corridors must provide an STC of 26 or more.
- 9.10. Penetrations or openings in sound rated assemblies must be treated to maintain required ratings.
- 9.11. Interior noise levels due to exterior sources must not exceed a community noise equivalent level (CNEL) or a day-night level (LDN) of 45 dBA, in any habitable room.
- 9.12. For proper acoustical performance, all exterior windows, doors, and sliding glass doors shall have a positive seal and leaks/cracks must be kept to a minimum.
- 9.13. The courtyard and roof top deck shall be shielded from undesirable exterior noise exposure by enclosing the space with a solid faced screening wall facing the adjacent roadways. The designed noise screening barrier's weight must be at least 3.5 pounds per square foot of face area without decorative cutouts or line-of-site openings between the shielded areas and the Project site. All gaps (except for weep holes) shall be filled with grout or caulking to avoid flanking. The noise control barrier must be constructed using one, or any combination of the following materials: masonry block; stucco veneer over wood framing (or foam core), or 1-inch thick tongue and groove wood of sufficient weight per square foot; and/or transparent glass (3/8 inch thick), acrylic, polycarbonate, or other transparent material with sufficient weight per square foot.
- 10. Landscaping: The Applicant must provide a detailed final landscaping and irrigation plan consistent with Planned Community Master Plan No. PCMP 19-01. Such landscaping and irrigation plan must be reviewed and approved by the City Planner and Public Works Department prior to the issuance of any building permits. Approved landscaping and irrigation shall be installed prior to occupancy. All landscaping and irrigation shall comply with the provisions of the City's Water Conservation Water Supply Shortage Program (Brea City Code Chapter 13.20). The final landscaping and irrigation plans shall be in accordance with the final site and grading plans and shall include, but not be limited to the following:

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- 10.1. The number of trees provided shall not be less than the amount depicted on the conceptual landscape plans contained within Planned Community Master Plan No. PCMP 19-01. A minimum of 75% of the trees shall be a minimum 36-inch boxed size or larger with a minimum trunk height of 8-feet and the balance of the trees shall be a minimum 24-inch boxed size with a minimum trunk height of 8-feet.
- 10.2. Details shall include the quantity, species type and placement of final trees.
- 10.3. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Unhealthy, dead or damaged plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Department.
- 10.4. Common Open Space and Outdoor Living Areas: Common open space and outdoor living space shall be consistent with the details and specifications in Planned Community Master Plan No. PCMP 19-01. Where any ambiguity in size/area specifications exists the provisions of the Brea Zoning Code most closely matching the issue shall be observed. These spaces are to be provided to residents and maintained by the property management or property owner in perpetuity.
11. HVAC and Venting: All HVAC and ground mounted equipment must be depicted in the construction drawings during building plancheck submittal and must be fully screened by landscaping and/or architecturally compatible screening subject to the review and approval of the Planning Division. The location of the HVAC venting and intake must be located in such a way to ensure optimal location for air quality benefits and shall be subject to the review and approval of the Building Official.
12. Mailboxes: Final mailbox designs and locations shall be reviewed and approved by the Planning Division and United States Postal Service.
13. Trash and Storage: All trash storage, including bins and containers, must be shielded from public view within a building, garage, or a gated enclosure having walls at least six (6) feet in height. The design of enclosures shall be visually consistent with the architecture used for the building and shall require a separate review and approval of the Planning Division and the Public Works Department prior to installation.
14. Signs: The Applicant shall provide detailed sign plans consistent with the Sign Criteria outlined in Planned Community Master Plan No. PCMP 19-01 subject to the review and approval of the City Planner prior to the approval of any individual sign installation permit. Such plans shall include pertinent details regarding maximum sign area, letter sizes, locations, number, and associated details. Signage shall be designed to minimize aesthetic and light and glare impacts within and surrounding the Project.

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15. Utilities, Grading & Site Improvements:

- 15.1. Prior to issuance of a grading permit, the Applicant shall submit easement document (i.e. legal and plat) of the required dedication for City Engineer's review and approval. The legal and plat shall be prepared by a licensed Land Surveyor. The required dedications are as follow:
 - 15.1.1. Berry Street: additional 2-foot right-of-way for 5-foot landscaped parkway and 5-foot sidewalk.
 - 15.1.2. Mercury Lane: additional 5-foot right-of-way for 5-foot parkway and 5-foot sidewalk.
 - 15.1.3. Corner Cutoff at Berry Street and Mercury Lane per City Code Chapter 20.08.060.
- 15.2. Prior to issuance of a grading permit, the Applicant shall submit public improvement plans prepared by a Registered Civil Engineer in accordance with City of Brea Standard Plans and specifications for City Engineer's review and approval. The public improvements, include but are not limited to the following:
 - 15.2.1. Remove and reconstruct the curb and gutter on Mercury Lane fronting the Project.
 - 15.2.2. Remove and reconstruct the ADA ramp at the corner of Berry Street and Mercury Lane per latest City standards.
 - 15.2.3. Construction of 5-foot sidewalk on Berry Street and Mercury Lane.
 - 15.2.4. Re-stripe and install street signage (as applicable) on Mercury Lane and Berry Street.
 - 15.2.5. No depressed curb (i.e. curb cuts) shall be permitted on Berry Street. This includes any curb cuts to access the proposed service/maintenance enclosures.
 - 15.2.6. The Loading/Unloading/Rideshare pick-up and drop-off zone on Mercury Lane shall be placed minimum 60-foot from the Berry Street intersection.
 - 15.2.7. Location of the building doors where the building has less than 5-foot set-back from the property line shall be included in the Civil Plans. The proposed door-swing and landing area for any door openings shall not encroach into the corner cut-off area.

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- 15.2.8. Location of parkway trees shall be included on the Civil Plans per City Code Chapter 12.20.
- 15.3. Prior to issuance of a grading permit, the Applicant shall submit Solid Waste/Trash Collection Circulation Plan for City Engineer's review and approval. The proposed trash bins shall be moved to the street level through the proposed driveway approach on Mercury Lane. A separate depressed curb/curb cut shall not be permitted for this purpose. The trash bin staging area shall be provided within the private property to minimize the trash collection activities within the street.
- 15.4. Prior to issuance of a grading permit, any decorative paving proposed in the public right-of-way shall be reviewed and approved by City Engineer. The Applicant shall enter into an Encroachment License Agreement for construction and maintenance of decorative features and proposed landscape and parkway trees by the Applicant.
- 15.5. Prior to issuance of a grading permit, the Applicant shall submit a CCTV video inspection of the existing 8-inch sewer lateral located at the southwest corner of the property to City for review of the existing condition prior to approval to connect. If the existing 8-inch sewer lateral is suitable to connect to, the Applicant shall be responsible to construct a sewer lateral for the proposed development.
- 15.6. All proposed shelters, including benches, for rideshare waiting purpose shall be located within the private property.
- 15.7. Prior to issuance of a grading permit, the Applicant shall submit final Water Quality Management Plan for review and approval.
- 15.8. The Applicant shall submit final Hydrology and Hydraulic Study for review and approval. The Hydrology and Hydraulic study shall include but not be limited to the following:
- 15.8.1. Any increased runoff from the development shall be detained on-site and the proposed discharge shall be equal or less than the pre-existing conditions in terms of quantity and velocity.
- 15.8.2. The final study must demonstrate that the adjacent properties, streets and existing storm drain system are not negatively impacted by the Project.
- 15.8.3. Any storm drain connection shall be constructed as a lateral to the storm drain main. A storm drain connection to the back of existing catch basin shall not be permitted.
- 15.8.4. Project site is designated as Zone X and has tendency to result in shallow flooding with average depths of less than one foot. The

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final study shall discuss how the proposed development is protected from the shallow flooding.

- 15.9. The Applicant shall be responsible to prepare document and pay for any publication fee (if applicable) for City to vacate the existing City owned sewer easement located at the south west corner of the property.
- 15.10. The Applicant shall be responsible to obtain the permission to perform any work on the adjacent private properties.
- 15.11. The Applicant shall be responsible for securing the required encroachment permits or licenses for installation of any structures, piping and landscaping in easements of record on the Project. Such approval from easement holders will be required by the City Engineer prior to the issuance of any permits.
- 15.12. The Applicant shall complete the construction of all required public improvements, including any field punch list items prior to issuance of building occupancy.
16. Fire Master Plan: The Applicant shall prepare and submit a separate Fire Master Plan for the review and approval by the Fire Marshal and Fire Prevention Staff. This plan shall convey all fire and life safety details and shall include final plans for roadway and fire access, necessary water requirements and supply, conditions for the Project, signage and street markings, and other related items as deemed necessary by Fire Services. Upon evaluation of the Fire Master Plan, additional access to the southeast corner of the building shall be reviewed for sufficient ingress/egress.
17. Wall & Fencing Plan: The design and location for all walls and fences shall be subject to the review and approval of the City Planner. All perimeter walls shall be of a decorative masonry construction with appropriate capstones and columns. A final Wall & Fencing Plan shall be submitted for review and approval prior to the issuance of building permits.
18. Art in Public Places Program (APP): The Applicant shall be responsible for meeting Brea's Art in Public Places requirement per the current Art in Public Places Policy Manual and Ordinance. The minimum required public art allocation shall be 1% of the total building construction valuation as determined by the International Conference of Building Officials (ICBO) at the time building permits are issued. The Applicant shall adhere to the following:
 - 18.1. Submit Part 1 of the APP application prior to issuance of building permits.
 - 18.2. Submit Part 2 of the APP application and obtain APP Committee approval within six (6) months of building permit issuance.

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- 18.3. Submit Part 3 of the APP application and complete sculpture installation prior to Certificate of Occupancy Issuance.
19. Fees: The Applicant shall pay any and all fees due prior to the issuance of any building permits unless otherwise outlined in Development Agreement No. DA 19-01.
20. Housing Opportunity: The Applicant shall advertise and provide notice of the housing opportunity presented by the Project to City residents and persons working in the City as outlined in Planned Community Master Plan No. PCMP 19-01.
21. Relationship to the Zoning Code: Development Agreement No. DA 19-01 and Planned Community Masterplan No. PCMP 19-01 augment the development regulations and standards of the Brea Zoning Code. Whenever a question arises regarding implementation of the Project that is not addressed in the Development Agreement and/or the Planned Community Master Plan, the regulations of the Zoning Code that are most applicable to the issue, condition or situation shall apply. In the event that the provisions of the Development Agreement and/or Planned Community Masterplan are in conflict with the Zoning Code, the conditions of the Development Agreement and/or Planned Community Masterplan shall prevail. Words, phrases, and terms not specifically defined herein shall have the same definition as provided in the Brea Zoning Code unless it appears from the context that a different meaning was intended.
22. Interpretation: The Community Development Director shall have the responsibility to interpret the provisions of Development Agreement No. DA 19-01, Planned Community Masterplan No. PCMP 19-01, and these conditions of approval, subject to appeal to the Planning Commission.
23. Workforce Housing in an Industrial Area: This Project is identified as "Workforce Housing adjacent to Industrial and Commercial Uses". As such the property owner/property manager shall be required to prepare a disclosure and residential waiver and submit such documents for the review of the Community Development Director. The property owner/ property manager shall provide such disclosure to all potential residents prior to signing of lease or receiving of security deposit of rent or any other binding agreement to occupy a unit and shall obtain the signature of the potential tenant on the waiver and understanding of potential noise, parking, industrial neighborhood challenges, etc. prior to accepting any security for occupying a unit.
24. Indemnification; Hold Harmless: To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees (collectively, "Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by or pursuant to approval

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of Final Environmental Impact Report No. 19-01, Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, Development Agreement No. 19-01, or any of these approvals; (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to such approval or approvals or the granting or exercise of the rights authorized by any or all of these approvals; and (iii) any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to any or all of these approvals, or exercise of rights granted by them. The Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

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AN ORDINANCE OF THE CITY OF BREA APPROVING THE MERCURY RESIDENTIAL PLANNED COMMUNITY MASTER PLAN NO. PCMP 19-01 AND RELATED ZONE CHANGE NO. ZC 19-01 AND DEVELOPMENT AGREEMENT NO. 19-01 FOR DEVELOPMENT OF 114 ~~MULTIFAMILY~~ WORKFORCE RESIDENTIAL UNITS ON A 1.01-ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF MERCURY LANE AND BERRY STREET, AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

1. On January 15, 2019, the City Council initiated Zone Change No. ZC 19-01 ("Zone Change 19-01") in response to a request by Dwight Manley ("Applicant") to rezone the property located at the southeast corner of Mercury Lane and Berry Street ("Subject Property") from Commercial Industrial (C-M) to Planned Community (PC), as shown in Exhibit A to this Ordinance, which is hereby incorporated as though set forth in full. The Applicant subsequently submitted applications for approval of Planned Community Master Plan No. PCMP 19-01 ("PCMP 19-01") and Development Agreement No. 19-01 ("DA 19-01") to develop a 5-story building with 114 workforce residential units on the Subject Property pursuant to PCMP 19-01. Zone Change 19-01, PCMP 19-01, and DA 19-01 are collectively referred to herein as "the Project." Copies of PCMP 19-01 and DA 19-01 are each on file with the City.

2. Pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the City prepared Final Environmental Impact Report No. FEIR 19-01 (the "FEIR") and a related Mitigation Monitoring and Reporting Program ("MMRP"), CEQA Findings of Fact ("CEQA Findings") and Statement of Overriding Considerations ("SOC"). Copies of the FEIR, the MMRP, CEQA Findings, and SOC are each on file with the City.

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3. On January 28, 2020, February 25, 2020, and April 28, 2020, the Planning Commission held a duly noticed public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the Planning Commission voted to recommend that the City Council certify the FEIR, and adopt the MMRP, the CEQA Findings, and the SOC.

4. On May 12, 2020, the City Council held a duly noticed public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the City Council voted to continue the public hearing to its regular meeting on May 19, 2020.

5. On May 19, 2020, the City Council held a duly noticed continued public hearing to consider the Project and the FEIR, at which all persons present had an opportunity to speak on the matter. After considering all of the evidence presented, including but not limited to all written evidence and testimony presented during that hearing, the City Council voted to certify the FEIR and adopt the MMRP, the CEQA Findings, and the SOC.

6. ~~5.~~ All legal prerequisites to adoption of this Ordinance have been met.

B. ORDINANCE.

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

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

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2. Based on its findings in the preceding paragraphs of this Ordinance, the evidence presented at the above-referenced public hearings, including but not limited to the FEIR, the MMRP, the CEQA Findings, the SOC, the Conditions of Approval for PCMP 19-01 set forth in Exhibit B to this Ordinance, which is hereby incorporated as though set forth in full, all written evidence and testimony presented during those hearings, and its own independent judgment and analysis, the City Council hereby finds as follows:

a. The Project is in conformity with the General Plan on grounds that include but are not necessarily limited to the following. The Project proposes a planned community master plan for 114 workforce residential units at a low and moderate rental affordability located directly adjacent to Downtown Brea and major commercial and industrial employers within a ¼ to ½ mile biking and walking distance. General Plan Policy HE 3.2 promotes providing opportunities for mixed use and infill housing development opportunities in Downtown Brea as part of the City's ongoing revitalization strategy for the area. General Plan Policy CD 1.9 encourages new development that is organized around compact, walkable, mixed-use neighborhoods and districts to conserve open space resources, minimize infrastructure costs, and reduce reliance on the automobile. Policy CD-9.2 encourages accommodation of emerging housing trends, and encourage pedestrian linkage to surrounding neighborhoods and activity centers. Policy CD-9.5 promotes providing quality, affordable housing that would accommodate young families, college students, and educators. The General Plan expressly recognizes the use of Planned Communities as a flexible planning tool for achieving a cohesive land use plan for a property or related properties.

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b. The Subject Property is suitable for the Project in terms of access, size of parcel, relationship to similar or related uses and other considerations on grounds that include but are not necessarily limited to the following. The Subject Property is 1.01 acres in size, which can accommodate the proposed 5-story high density residential apartment building 68-feet in height that would be directly adjacent to Downtown Brea and major commercial and industrial employers within a ¼ to ½ mile biking and walking distance. Access for vehicles would be provided from Mercury Lane, and pedestrian and bicycle access would be ensured by frontage improvements along Berry Street and Mercury Lane. The alternative development guidelines and standards found in PCMP 19-01 regarding building height, setbacks, floor area ratio and other development standards are suitable for the development.

c. Zone Change 19-01 is not detrimental to the use of land in any adjacent zone on grounds that include but are not necessarily limited to the following. The Project would introduce residential uses into an area currently developed for commercial industrial uses but will be located on the edge of those uses. Existing commercial industrial uses would be buffered by Berry Street, Mercury Lane, and a parking lot predominantly used for trailer parking. Potential noise problems have been addressed by Project features and the required disclosures to future residents. ~~Properties~~Property values in adjacent zones will also benefit from the investment in improvements that will accompany and may follow the development of the new residential use.

d. The Project is consistent with the Brea Envisions Community Strategic Plan on grounds that include but are not necessarily limited to the following.

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The Project promotes higher density living, affordable housing, and site specific standards to ensure quality design and rental affordability. The Project is located directly adjacent to The Tracks at Brea Trail, Downtown Brea, and major employers within a ¼ to ½ mile walking and biking distance. The Project will therefore enhance and promote pedestrian friendly development throughout our community and within the public spaces and will promote the Tracks at Brea [Trail](#) as an alternative pathway through the community. Brea Envisions calls for planning for additional, safe public pathways for pedestrians and cycling in zoning and development decisions. The ~~project~~[Project](#) will contribute funds towards bike lane and sidewalk improvements. Brea Envisions calls for the possible creation of development zones in the City that would encourage and allow for different uses within each zone; promoting higher density living and mixed affordable housing where appropriate for the existing neighborhood. The Project will maintain a consistent and acceptable balance of both residential and commercial/industrial development. The Project would provide for an innovative development in an area of the City that presents unique planning challenges due to considerations such as geography, topography, and changing patterns of development not otherwise addressed by the Zoning Code on grounds that include but are not necessarily limited to the following. PCMP 19-01 provides innovative site specific standards to allow innovative workforce housing at an affordable level in an area uniquely located between, and with pedestrian and vehicle access to, major commercial and industrial employers, which would not be possible under the otherwise applicable provisions of the Zoning Code.

- e. The Project is in the best interest of the City as a whole on grounds

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that include but are not necessarily limited to the following. PCMP 19-01 provides an emerging residential product not currently provided for by the Zoning Code and provides site specific standards to ensure quality and affordability. The Project provides 114 workforce housing residential units at a low and moderate rental affordability. The Project also provides priority to Brea employers and employees as opportunity to live, work and play within the City. It further helps fulfill State and Regional housing goals for the City as outlined by the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy. It also fulfills goals and Policies of the City's General Plan, Housing Element and the Brea Envisions Community Strategic Plan.

3. Based on its findings in the preceding paragraphs of this Ordinance, the City Council hereby approves Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, and Development Agreement No. DA 19-01, subject to the Conditions of Approval for PCMP 19-01 found in Exhibit B.

4. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

ADOPTED AND APPROVED this ____th day of ____, 2020

Marty Simonoff
Mayor

ORDINANCE NO.

I, Lillian Harris-Neal, City Clerk to the City Council of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at the ~~special~~regular meeting of the City Council of the City of Brea held on the ~~12~~19th day of May, 2020 and adopted by the City Council at the regular meeting of the City Council of the City of Brea on the ____ the day of ____, 2020 by the following votes:

AYES: COUNCILMEMBER

NOES: COUNCILMEMBER

ABSENT: COUNCILMEMBER

ABSTAIN: COUNCILMEMBER

ATTEST: _____
Lillian Harris-Neal
City Clerk

EXHIBIT A
ZONE CHANGE NO. ZC 19-01

The Property described as Assessor Parcel Number 296-141-05 shall be designated as PC Planned Community Zone on the City’s official Zoning Map.



EXHIBIT B
CONDITIONS OF APPROVAL FOR PCMP 19-01

Planned Community Master Plan No. PCMP 19-01 is approved subject of the following conditions, which the Applicant shall incorporate into a revised version of the Planned Community Master Plan to be submitted to the City for the final review and approval of the Community Development Director prior to issuance of building permits.

1. Project Plans: Development must occur in substantial conformance with the plans and specifications submitted to the City Council dated May 12, 2020, which includes Planned Community Master Plan No. PCMP 19-01, site plan, conceptual architectural elevations and associated details, conceptual landscape plans on file in the Planning Division, the conditions contained herein, and all applicable City regulations.
2. Conformance: The Community Development Director's review and approval of all proposed structures for substantial conformance with Planned Community Master Plan No. PCMP 19-01, plans and standards set forth herein as to building location, building square footage, site circulation, signage, and architecture is required prior to the issuance of any building permit. Operation and development of the ~~project~~Project shall remain in substantial conformance with Planned Community Master Plan No. PCMP 19-01 in perpetuity. Significant changes to the ~~project~~Project may require the amendment to Planned Community Master Plan No. PCMP 19-01.
3. Mitigation Monitoring and Reporting Program: All Mitigation Measures contained in the Mitigation Monitoring and Reporting Program from Final Environmental Impact Report No. FEIR 19-01 are incorporated herein by reference as conditions of approval for the Project.
4. Digital Plans and Exhibits: The ~~applicant~~Applicant must provide a digital copy (suitable for archival storage) of the plans and ~~specification~~specifications noted in Condition 1 to the Brea Planning Division prior to the issuance of any building permits for the development.
5. Setbacks: Final building location and setbacks must be consistent with the layout shown within Planned Community Master Plan No. PCMP 19-01 as illustrated in the ~~approved~~ plans and specifications ~~of~~presented to and approved by the City Council ~~meeting of May 12, 2020.~~ Where the plans and specification do not address setback requirements the standards of the Mixed Use I or R-3, Multi-Family Residential, or most closely applicable zoning district as determined by the City Planner, shall apply.
6. Parking: Vehicle parking requirements in Planned Community Master Plan No. PCMP 19-01 must be revised to require a minimum of one 1.35 parking stalls

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per unit and to prohibit any reduction in the number of required parking spaces to accommodate any bicycle parking stalls.

7. Parking Management Plan: The Applicant must prepare and submit a Parking Management Plan ("PMP"), which must be prepared by a registered civil/traffic engineer. The review and approval of the PMP by the Community Development Director and City Engineer is required prior to issuance of any building permits. The PMP shall be reviewed by the City's parking consultant, time and fees to be paid for by the Applicant, as determined necessary by the City. A key goal of the PMP shall be to limit any potential for off-site parking impacts to the adjacent industrial areas. The PMP must also address the use of all on-site and off-site parking and incorporate management strategies recommended by the peer review of the parking study conducted by Gibson Transportation. The PMP must also identify a process and central contact to address and resolve any on-site parking discrepancies or issues in a timely fashion. ~~Strategies to be included in the~~The PMP shall include, but ~~are~~is not limited to, the following strategies:
 - 7.1. A tenant outreach plan indicating ~~optimal~~ parking areas in the on-site structure and the prohibition of parking on adjacent private property (unless off-site parking agreements are secured) ~~that includes. The outreach plan shall include,~~ but is not limited to, a map of the proximity of the ~~project~~Project to Downtown Brea and options and encouragement of alternative transportation.
 - 7.2. Timely, private enforcement of on-site and off-site parking requirements in the event that monitoring reveals that the ~~project~~Project's total parking demand consistently exceeds the total provided parking supply (e.g. secure additional parking).
 - 7.3. Preparation of a parking monitoring report to assess on-site and off-site parking demands and the efficacy of any trip/parking reducing measures. The report shall be prepared by the Applicant and submitted to the City within one year of the ~~project~~Project reaching at least 50% occupancy. On-site parking locations shall be remain accessible to the City for the purposes of collecting data regarding parking demands or when a complaint threshold determined by the Community Development Director has been exceeded.
 - 7.4. ~~A ban on the use~~Use of on-site parking spaces ~~for anything other than~~shall be limited to the parking of resident/owners motor vehicles (i.e. cars, trucks, ~~SUV's~~SUVs, motorcycles). Storage of any materials that precludes the parking of vehicles is prohibited. The storage of recreational vehicles in a garage or structured residential vehicle space is prohibited.
 - 7.5. Alternative Transportation & Parking Strategies to reduce vehicle dependency. Such strategies shall include, but are not limited to ~~assist in reducing the demand for parking, such as,~~ parking cash-outs, car share,

carpool/vanpool programs, rideshare or ride-matching, on-site bicycle parking spaces, bike share, etc. ~~These options shall incorporate appropriate public safety efforts including but not limited to cleaning following and prior to each use to the appropriate level to reduce the spread of virus and bacteria. Maintenance of vehicles to ensure safety and availability of proper use and cleaning practices to comply with all~~Any such strategies shall also be required to meet any applicable public health and safety ~~standards related to reducing the spread of disease~~requirements.

- 7.6. Use of West Downtown Parking Garage; Offsite Parking. The ~~project~~Project may provide some of the required parking off-site subject to the further review and approval of the Community Development Director; provided that any use of the West Downtown Parking Structure shall also require an agreement with the City approved by the City Council.
- 7.7. Designation of reserved truck parking areas on Mercury Lane with appropriate markings and postings. No changes shall be made to the cul-de-sac on Mercury Lane as part of the Project.
- 7.8. No changes to City policies that currently prohibit overnight parking on Mercury Lane and Berry Street.
- 7.9. The ~~project~~Project site ~~should~~shall be added to the route for the micro-transit circulator trolley when the City implements it.
8. Bike Storage: The Applicant must maintain a minimum of 114 bicycle stalls on-site consistent with Planned Community Master Plan No. PCMP 19-01 in perpetuity. Additionally a bike maintenance area inclusive of adequate maintenance tools (e.g. bike pump, repair kit, tools, etc.) shall be maintained on-site and available in perpetuity. Should the need for bicycle storage and maintenance area and equipment ~~desire to~~ be changed or discontinued, the Applicant shall provide a plan and justification indicating purpose of the changing need (e.g. emerging transportation trends, improved use to accommodate parking demand, etc.) and planned use for the space. Such justification and plan are subject to the review and approval of the Community Development Director ~~and the City Engineer~~. The plan shall serve to continue to promote alternative transportation and/or help support the parking demand for the ~~project~~Project.
9. Noise:
 - 9.1. The ~~project~~Project site shall be designated as “non-residential “ for purposes of applying the City’s noise standards, and the following requirements must be met:

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- 9.2. The ~~project~~Project shall incorporate building construction techniques that achieve ~~the minimum~~an interior noise standard of 45 dBA CNEL for all residential units.
- 9.3. A “windows closed “ condition shall be required for all residential units within the ~~project~~Project site to meet the interior noise standard. To accommodate a windows closed conditions, all units shall be equipped with adequate fresh air ventilation, per the requirements of the California Uniform Building Code (UBC).
- 9.4. The ~~project~~Project shall install upgraded windows and sliding glass doors with a minimum Standard Transmission Class (STC) ratings of 31.
- 9.5. Prior to issuance of building permits, the Applicant shall demonstrate to the City building department that the proposed building shell and window assemblies will achieve exterior to interior noise exposure of 45 dBA CNEL or less.
- 9.6. The ~~project~~Project shall comply with California Title 24 building insulation requirements for exterior walls, roofs and common separating assemblies (e.g. floor/ceiling assemblies and demising walls), as specified in the California Code of Regulations Title 24, California Building Standards Code.
- 9.7. Party wall and floor-ceiling assembly designs must provide a minimum STC of 50, based on lab tests. Field tested assemblies must provide a minimum noise isolation class (NIC) of 45
- 9.8. Floor-ceiling assembly designs must provide for a minimum impact insulation class (IIC) of 50, based on lab tests. Field tested assemblies must provide a minimum FIIC of 45.
- 9.9. Entry doors from interior corridors must provide an STC of 26 or more.
- 9.10. Penetrations or openings in sound rated assemblies must be treated to maintain required ratings.
- 9.11. Interior noise levels due to exterior sources must not exceed a community noise equivalent level (CNEL) or a day-night level (LDN) of 45 dBA, in any habitable room.
- 9.12. For proper acoustical performance, all exterior windows, doors, and sliding glass doors shall have a positive seal and leaks/cracks must be kept to a minimum.
- 9.13. The courtyard and roof top deck shall be shielded from undesirable exterior noise exposure by enclosing the space with a solid faced screening wall facing the adjacent roadways. The designed noise screening barrier's weight must be at least 3.5 pounds per square foot of face area without

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decorative cutouts or line-of-site openings between the shielded areas and the ~~project~~[Project](#) site. All gaps (except for weep holes) shall be filled with grout or caulking to avoid flanking. The noise control barrier must be constructed using one, or any combination of the following materials: masonry block; stucco veneer over wood framing (or foam core), or 1-inch thick tongue and groove wood of sufficient weight per square foot; and/or transparent glass (3/8 inch thick), acrylic, polycarbonate, or other transparent material with sufficient weight per square foot.

10. Landscaping: The Applicant must provide a detailed final landscaping and irrigation plan consistent with Planned Community Master Plan No. PCMP 19-01. Such landscaping and irrigation plan must be reviewed and approved by the City Planner and Public Works Department prior to the issuance of any building permits. Approved landscaping and irrigation shall be installed prior to occupancy. All landscaping and irrigation shall comply with the provisions of the City's ~~Water Conserving Landscape Ordinance~~[Conservation Water Supply Shortage Program \(Brea City Code Chapter 13.20\)](#). The final landscaping and irrigation plans shall be in accordance with the final site and grading plans and shall include, but not be limited to the following:
 - 10.1. The number of trees provided shall not be less than the amount depicted on the conceptual landscape plans contained within Planned Community Master Plan No. PCMP 19-01. A minimum of 75% of the trees shall be a minimum 36-inch boxed size or larger with a minimum trunk height of 8-feet and the balance of the trees shall be a minimum 24-inch boxed size with a minimum trunk height of 8-feet.
 - 10.2. Details shall include the quantity, species type and placement of final trees.
 - 10.3. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Unhealthy, dead or damaged plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Department.
 - 10.4. Common Open Space and Outdoor Living Areas: Common open space and outdoor living space shall be consistent with the details and specifications in Planned Community Master Plan No. PCMP 19-01. Where any ambiguity in size/area specifications exists the provisions of the Brea Zoning Code most closely matching the issue shall be observed. These spaces are to be provided to residents and maintained by the property management or property owner in perpetuity.
11. HVAC and Venting: All HVAC and ground mounted equipment must be depicted in the construction drawings during building plancheck submittal and must be fully screened by landscaping and/or architecturally compatible screening subject to the review and approval of the Planning Division. The location of the HVAC venting

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and intake must be located in such a way to ensure optimal location for air quality benefits and shall be subject to the review and approval of the Building Official.

12. Mailboxes: Final mailbox designs and locations shall be reviewed and approved by the Planning Division and United States Postal Service.
13. Trash and Storage: All trash storage, including bins and containers, must be shielded from public view within a building, garage, or a gated enclosure having walls at least six (6) feet in height. The design of enclosures shall be visually consistent with the architecture used for the building and shall require a separate review and approval of the Planning Division and the Public Works Department prior to installation.
14. Signs: The Applicant shall provide detailed sign plans consistent with the Sign Criteria outlined in Planned Community Master Plan No. PCMP 19-01 subject to the review and approval of the City Planner prior to the approval of any individual sign installation permit. Such plans shall include pertinent details regarding maximum sign area, letter sizes, locations, number, and associated details. Signage shall be designed to minimize aesthetic and light and glare impacts within and surrounding the ~~project~~[Project](#).
15. Utilities, Grading & Site Improvements:
 - 15.1. Prior to issuance of a grading permit, the Applicant shall submit easement document (i.e. legal and plat) of the required dedication for City Engineer's review and approval. The legal and plat shall be prepared by a licensed Land Surveyor. The required dedications are as follow:
 - 15.1.1. Berry Street: additional 2-foot right-of-way for 5-foot landscaped parkway and 5-foot sidewalk.
 - 15.1.2. Mercury Lane: additional 5-foot right-of-way for 5-foot parkway and 5-foot sidewalk.
 - 15.1.3. Corner Cutoff at Berry Street and Mercury Lane per City Code Chapter 20.08.060.
 - 15.2. Prior to issuance of a grading permit, the Applicant shall submit public improvement plans prepared by a Registered Civil Engineer in accordance with City of Brea Standard Plans and specifications for City Engineer's review and approval. The public improvements, include but are not limited to the following:
 - 15.2.1. Remove and reconstruct the curb and gutter on Mercury Lane fronting the ~~project~~[Project](#).
 - 15.2.2. Remove and reconstruct the ADA ramp at the corner of Berry Street and Mercury Lane per latest City standards.

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- 15.2.3. Construction of 5-foot sidewalk on Berry Street and Mercury Lane.
- 15.2.4. Re-stripe and install street signage (as applicable) on Mercury Lane and Berry Street.
- 15.2.5. No depressed curb (i.e. curb cuts) shall be permitted on Berry Street. This includes any curb cuts to access the proposed service/maintenance enclosures.
- 15.2.6. The Loading/Unloading/Rideshare pick-up and drop-off ~~Zone~~zone on Mercury Lane shall be placed minimum 60-foot from the Berry Street intersection.
- 15.2.7. Location of the building doors where the building has less than 5-foot set-back from the property line shall be included in the Civil Plans. The proposed door-swing and landing area for any door openings shall not encroach into the corner cut-off area.
- 15.2.8. Location of parkway trees shall be included on the Civil Plans per City Code Chapter 12.20.
- 15.3. Prior to issuance of a grading permit, the Applicant shall submit Solid Waste/Trash Collection Circulation Plan for City Engineer's review and approval. The proposed trash bins shall be moved to the street level through the proposed driveway approach on Mercury Lane. A separate depressed curb/curb cut shall not be permitted for this purpose. The trash bin staging area shall be provided within the private property to minimize the trash collection activities within the street.
- 15.4. Prior to issuance of a grading permit, any decorative paving proposed in the public right-of-way shall be reviewed and approved by City Engineer. The Applicant shall enter into an Encroachment License Agreement for construction and maintenance of decorative features and proposed landscape and parkway trees by the Applicant.
- 15.5. Prior to issuance of a grading permit, the Applicant shall submit a CCTV video inspection of the existing 8-inch sewer lateral located at the southwest corner of the property to City for review of the existing condition prior to approval to connect. If the existing 8-inch sewer lateral is suitable to connect to, the Applicant shall be responsible to construct a sewer lateral for the proposed development.
- 15.6. All proposed shelters, including benches, for rideshare waiting purpose shall be located within the private property.
- 15.7. Prior to issuance of a grading permit, the Applicant shall submit final Water Quality Management Plan for review and approval.

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- 15.8. The Applicant shall submit final Hydrology and Hydraulic Study for review and approval. The Hydrology and Hydraulic study shall include but not ~~be~~ limited to the following:
- 15.8.1. Any increased runoff from the development shall be ~~detain~~detained on-site and the proposed discharge shall be equal or less than the pre-existing conditions in terms of quantity and velocity.
- 15.8.2. The final study must demonstrate that the adjacent properties, streets and existing storm drain system are not negatively impacted by the ~~project~~Project.
- 15.8.3. Any storm drain connection shall be constructed as a lateral to the storm drain main. A storm drain connection to the back of existing catch basin shall not be permitted.
- 15.8.4. Project site is designated as Zone X and has tendency to result in shallow flooding with average depths of less than one foot. The final study shall discuss how the proposed development is protected from the shallow flooding.
- 15.9. The Applicant shall be responsible to prepare document and pay for any publication fee (if applicable) for City to vacate the existing City owned sewer easement located at the south west corner of the property.
- 15.10. The Applicant shall be responsible to obtain the permission to perform any work on the adjacent private properties.
- 15.11. The Applicant shall be responsible for securing the required encroachment permits or licenses for installation of any structures, piping and landscaping in easements of record on the ~~project~~Project. Such approval from easement holders will be required by the City Engineer prior to the issuance of any permits.
- 15.12. The Applicant shall complete the construction of all required public improvements, including any field punch list items prior to issuance of building occupancy.
16. Fire Master Plan: The Applicant shall prepare and submit a separate Fire Master Plan for the review and approval by the Fire Marshal and Fire Prevention Staff. This plan shall convey all fire and life safety details ~~related~~and shall include final plans for roadway and fire access, necessary water requirements and supply, conditions for the ~~project~~Project, signage and street markings, and other related items as deemed necessary by Fire Services. Upon evaluation of the Fire Master Plan, additional access to the southeast corner of the building shall be reviewed for sufficient ingress/egress.

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17. Wall & Fencing Plan: The design and location for all walls and fences shall be subject to the review and approval of the City Planner. All perimeter walls shall be of a decorative masonry construction with appropriate capstones and columns. A final Wall & Fencing Plan shall be submitted for review and approval prior to the issuance of building permits.
18. Art in Public Places Program (APP): The Applicant shall be responsible for meeting Brea's Art in Public Places requirement per the current Art in Public Places Policy Manual and Ordinance. The minimum required public art allocation shall be 1% of the total building construction valuation as determined by the International Conference of Building Officials (ICBO) at the time building permits are issued. The Applicant shall adhere to the following:
 - 18.1. Submit Part 1 of the APP application prior to issuance of building permits.
 - 18.2. Submit Part 2 of the APP application and obtain APP Committee approval within six (6) months of building permit issuance.
 - 18.3. Submit Part 3 of the APP application and complete sculpture installation prior to Certificate of Occupancy Issuance.
19. Fees: The Applicant shall pay any and all fees due prior to the issuance of any building permits unless otherwise outlined in Development Agreement No. DA 19-01.
20. Housing Opportunity: The Applicant shall advertise and provide notice of the housing opportunity presented by the ~~project~~Project to City residents and persons working in the City as outlined in Planned Community Master Plan No. PCMP 19-01.
21. Relationship to the Zoning Code: Development Agreement No. DA 19-01 and Planned Community Masterplan No. PCMP 19-01 ~~augments~~augment the development regulations and standards of the Brea Zoning Code. Whenever a question arises regarding implementation of the ~~project~~Project that is not addressed in the Development Agreement and/or the Planned Community Master Plan, the regulations of the Zoning Code that are most applicable to the issue, condition or situation shall apply. In the event that the provisions of the Development Agreement and/or Planned Community Masterplan are in conflict with the Zoning Code, the conditions of the Development Agreement and/or Planned Community Masterplan shall prevail. Words, phrases, and terms not specifically defined herein shall have the same definition as provided in the Brea Zoning Code unless it appears from the context that a different meaning was intended.
22. Interpretation: The Community Development Director shall have the responsibility to interpret the provisions of Development Agreement No. DA 19-01, Planned

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Community Masterplan No. PCMP 19-01, and these conditions of approval, subject to appeal to the Planning Commission.

23. Workforce Housing in an Industrial Area: This ~~project~~Project is identified as "Workforce Housing ~~in an adjacent to~~ Industrial ~~Area~~and Commercial Uses". As such the property owner/property manager shall be required to prepare a disclosure and residential waiver and submit such documents for the review of the Community Development Director. The property owner/ property manager shall provide such disclosure to all potential residents prior to signing of lease or receiving of security deposit of rent or any other binding agreement to occupy a unit and shall obtain the signature of the potential tenant on the waiver and understanding of potential noise, parking, industrial neighborhood challenges, etc. prior to accepting any security for occupying a unit.
24. Indemnification; Hold Harmless: To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees (collectively, "Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by or pursuant to approval of Final Environmental Impact Report No. 19-01, Zone Change No. ZC 19-01, Planned Community Master Plan No. PCMP 19-01, Development Agreement No. 19-01, or any of these approvals; (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to such approval or approvals or the granting or exercise of the rights authorized by any or all of these approvals; and (iii) any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to any or all of these approvals, or exercise of rights granted by them. The Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

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

**CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CALIFORNIA 92821
ATTN: CITY CLERK**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**DEVELOPMENT AGREEMENT NO. 19-01
REGARDING THE MERCURY LANE RESIDENTIAL PLANNED COMMUNITY,
BREA, CALIFORNIA**

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and between Mercury CXIV, LLC, a California limited liability company ("Developer") and the City of Brea, a California municipal corporation ("City").

RECITALS

1. California Government Code Section 65864, et seq. (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
2. Developer owns that real property located entirely within City, the common and legal descriptions of which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference and hereinafter is referred to as the "Site." Developer intends to construct a work-force housing multi-family residential development, inclusive of a maximum of 114 multi-family rental units ("Rental Units"), on the Site.
3. City and Developer mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.
4. On _____, 2020, following second reading, the Council adopted Ordinance No. _____, approving Zone Change 19-01 and PC Master Plan 19-01. Ordinance No. _____ and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Ordinance _____ is referred to herein as the "Project," and Ordinance _____ is referred to as the "Project Approvals."
5. On _____, 2020, City adopted Ordinance No. _____ (the "Ordinance"), approving this Development Agreement among the City and Developer, which is effective as of _____, _____. All of the requirements of the California Environmental Quality Act have been met with _____.

respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

6. As set forth in the Project Approvals and this Agreement, the Project would provide the following community benefits: (i) revitalization and use of the Site consistent with state, regional, and local long term goals to provide additional housing opportunities and affordable housing; (ii) contribution of video surveillance hardware and software to serve traffic circulation and public safety goals for the project area; (iii) contributions to future improvements to Imperial Highway, sidewalk and bike lane improvements on Mercury Lane, and the use and maintenance costs of the City's West Downtown Parking Garage; (iv) alternative transportation options in the City through creation of a car-share and bike-share program to serve the Site and providing a local shuttle or similar system; and (v) creation of local and regional construction jobs and a permanent jobs base within new development.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"City" means the City of Brea.

"Developer" means Mercury CXIV, LLC, a California limited liability company.

"Effective Date" shall mean the date that the Ordinance becomes effective.

"Municipal Code" means the Brea Municipal Code, as amended from time to time.

"Ordinance" means Ordinance No. _____, which approved this Agreement.

"Project" means the proposed development of the Site as defined in the Recitals to this Agreement by reference to Ordinance _____.

"Project Approvals" means Ordinance _____, which is also referenced in the Recitals to this Agreement.

"Site" means the real property that is the subject of the Project Approvals and as legally described in Exhibit "A" to this Agreement.

"Term" shall have the meaning ascribed to it in Section 6 below.

"Transfer" means any sale, lease, encumbrance or other transfer of all or any portion of the Project or any interest therein.

"Transferee" means any person who acquires an interest in the Site pursuant to a Transfer and agrees, or is deemed, to assume Developer's obligations hereunder with respect to such interest.

Section 2. Recitals. The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

Section 3. Interest of Developer. Developer warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Developer have been duly authorized to do so.

Section 4. Binding Effect of Agreement. Developer hereby subject the Project and the Site to the covenants, reservations, and restrictions as set forth in this Agreement. The City and Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each of Developer's successors and assigns in title or interest to the Site. Each and every contract, deed, or other instrument hereinafter executed, covering, or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

The City and Developer hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Site, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which this Agreement is adopted.

Section 5. Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that City and each Developer are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

Section 6. Term of Agreement. The initial term of this Agreement (the "Term") shall commence on the Effective Date and shall expire ten (10) years thereafter.

Section 7. Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Developer' intent here to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of their subjective business judgment.

Section 8. Transfers and Assignments.

A. Transfers. Developer may enter into one or more Transfers without the prior consent of City. Developer shall provide City with notice of all Transfers promptly following the consummation thereof. Developer shall remain liable to perform all of the terms and conditions of this Agreement with respect to any portion of, or interest in, the Project that shall be the subject

of a Permitted Transfer unless Developer and the applicable Transferee shall execute and deliver to City an Assignment and Assumption Agreement, in which case Developer shall be released from its obligations with respect to such portion of, or interest in, the Project that was the subject of such Transfer.

B. General Conditions Applicable to Transfers. Notwithstanding whether a Transferee has executed an Assignment and Assumption Agreement, upon a Transfer the Transferee shall be deemed to have assumed all Developer's obligations and been assigned all of Developer's rights under this Agreement, and will be deemed the Developer hereunder. This Agreement may only be transferred to a person who acquires fee title to the entire site. Notwithstanding anything herein to the contrary, in no event shall any Mortgagee have any obligation under this Agreement unless and until such Mortgagee purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Project that was subject to a Mortgage.

Section 9. General Rights, Standards, and Restrictions. The following specific rights, standards, and restrictions shall apply to the development and use of the Site pursuant to this Development Agreement:

A. Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Site in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

Section 10. Obligations of City. In consideration of the benefits to the City arising from the development of the Site and the entering into of this Agreement, the City agrees as follows:

A. Upon acceptance by the City, the following items shall be maintained by the City and Developer, subject to City review and approval of a maintenance agreement with the Developer, respectively:

Public Improvements to be maintained by City

1. Concrete curb and gutter.
2. Concrete sidewalk constructed per City standards (non-decorative).
3. Street lights, pull boxes and conduits.
4. Fire hydrants.
5. Water services up to the meter.

Public Improvements immediately adjacent to the Site to be maintained by Developer

1. Landscaping and Irrigation.
2. Parkway Trees.
3. Water service lateral? What does "Fire Water Service" mean?
4. Sewer lateral.
5. Decorative sidewalk.
6. Driveway approach (from curb to Developer property line).

B. With respect to any bonds or similar security (including letters of credit or cash) posted by Developer in connection with the development of the Site in favor of the City, within sixty (60) days after completion or satisfaction of all requirements related to such bonds or other security and the respective Developer's request (or such earlier time as required by law), the City shall cause the release of such bonds.

Section 11. Affordable Housing and Rent Restrictions:

A. Affordable Housing. Developer shall enter into an Affordable Housing Agreement with the City prior to the issuance of any grading or construction permits, which agreement must result in recorded covenants upon the property to assure affordable rents as set forth in this Section for a minimum of fifty-five (55) years following first occupancy and which shall provide terms and procedures and details, including a process for annual compliance reporting to the City. Eleven (11) units shall be reserved at or below the LOW INCOME threshold and for occupancy by qualifying tenants, as defined by applicable State Law. These units constitute a minimum of 10% of the total number of units within the project and shall fulfill the City's 10% Inclusionary Affordable Housing requirement for the project.

B. Work Force Housing. At least eighty (80) of the units shall be rented at a projected rent between \$1,200 to \$1,695 per month within the following rental categories: a minimum of six (6) units shall have rents of not more than \$1,295, six (6) units shall have rents of not more than \$1,395, six (6) units shall have rents of not more than \$1,495, six (6) units shall have rents of not more than \$1,595, and fifty-six (56) units shall have rents of not more than \$1,695, and shall remain between the LOW TO MODERATE INCOME threshold, as defined by applicable State Law, exclusive of utilities, commencing on the Effective Date with an ability to increase rents a maximum amount of three percent (3%) annually for a period of 40 years. Developer shall record a Restrictive Covenant in a form reasonably approved by the Director and the City Attorney referencing these obligations, including a process for annual compliance reporting to the City.

C. Brea Workforce Preference Program. The Affordable Housing Agreement and the Restrictive Covenant shall also include a program to give priority preference to prospective tenants that work in Brea and shall provide a priority for a minimum of eighty percent (80%) of the units for such tenants (however, Developer is allowed to lease such units to other tenants to the extent

such units are available after leasing to all qualified local worker priority tenants). Developer agrees to implement such a program substantially in the form attached hereto as Exhibit “B.”

It is acknowledged that Developer may modify the terms of affordability for the Work Force Housing units described in Section 11.B in the event the State or any other governmental agency enacts any new legislation that causes any increase in property tax (including any special tax or assessment) to be implemented upon the property (*e.g.* modification of Prop 13) but only to the extent reasonably necessary to re-capture any increase in property-related tax. Developer shall notify City of any such adjustment.

Section 12. Developer’s Contributions.

A. Contribution of video camera hardware and software. Developer shall provide Ten Thousand Dollars (\$10,000) for the procurement and installation of video surveillance cameras for the Imperial Highway and Berry Street intersection, Berry Street and Mercury Lane, and for Mercury Lane and the West Downtown parking garage. Said cameras shall be integrated into the existing fiber optic system from the West garage connecting to the Civic and Cultural Center, and integrated with the City’s existing video surveillance systems, with related details and specifications subject to the review and approval of the City prior to the issuance of any occupancy permits.

B. Contribution to Future Sidewalk, Bike Lane and Bridge Improvements. Developer shall pay City a financial contribution in the amount of One Hundred Eighty Thousand Dollars (\$180,000) toward the cost to construct: (1) sidewalks and bike lane improvements on Mercury Lane; and (2) pedestrian and ADA improvements from the eastern terminus of Mercury Lane, across the existing flood control channel bridge, and along the existing access road to the Western Downtown Parking Garage. Developer shall make such payment in full to the City prior to issuance of any building permits. Said funding shall be used at the sole discretion of the City of Brea for those improvements and is not subject to timing restrictions for use or refunding to the Developer.

C. Contribution to Future Improvements to Imperial Highway. Developer shall pay City a lump sum financial contribution in the amount of Ten thousand Dollars (\$10,000) toward the cost of future improvements to Imperial Highway. Developer shall make such payment in full to the City to the satisfaction of the City Manager prior to issuance of any occupancy permits for the project. Said funding shall be used at the sole discretion of the City of Brea and is not subject to timing restrictions for use or refunding to the Developer.

D. Contribution to Use and Maintenance of West Downtown Parking Garage. Developer may elect to use the West Downtown parking garage (the “Parking Garage”) for guest parking of Project residents, provided that the number and location of parking spaces reserved for such use shall be subject to City’s reasonable terms and conditions and its advance review and approval on an annual basis; provided that in no event shall the Parking Garage be used by Developer or Project residents for vehicle storage. In exchange for such limited use of the Parking Garage, Developer’s Tenants shall pay City \$25.00 per space, per month, which amount shall increase annually according to the CPI for the Orange County area.; however, in the event City charges any other person a lower rate, Developer’s Tenants shall pay the lower monthly rate. City

shall use said annual payments solely for the maintenance, repair, and upkeep of the Parking Garage.

E. Car-Share and Bike-Share Program. Developer shall develop and implement car-share and bike-share programs to serve the Project. Developer shall submit a detailed program implementing these programs for the review and approval of the Community Development Director prior to the occupancy of any residential units. Said program shall provide for the availability of on-site shared automobiles and bicycles for residents and may include appropriate fees for such services.

Section 13. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules, and regulations, including, but not limited to, the Brea Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Site.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Site of those changes in City ordinances, regulations, plans, or specifications that are: (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions; (ii) required to ensure public safety and are made applicable throughout the City; or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, to the extent necessary to comply with such changes in the law.

B. All fees currently charged by the City in connection with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be no higher than those fees in effect at the Effective Date for a period of five (5) years from the Effective Date, subject to the following exceptions:

i. The City's existing development impact fees may increase over time and shall be paid in the amounts in effect at the time application is made for such approvals or permits that require payment.

ii. All City requirements associated with the City's affordable housing requirements are being fully satisfied through the provision of the affordable units provided by the Project pursuant to the Project Approvals and this Agreement. No other fees or exactions shall be charged for Affordable Housing.

iii. All development impact fees shall be due at certificate of occupancy.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City pursuant to State and Federal law as a whole after the Effective Date.

Section 14. Annual Review. During the term of this Development Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this

Agreement. Developer shall file an annual report with the City indicating information regarding compliance with the terms of this Agreement no later than January 7 for the previous calendar year, commencing January 7, 2021.

Section 15. Indemnification and Legal Challenge. To the maximum extent permitted by law, Developer must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees (“Indemnitees”) harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Developer’s activities in connection with the development and/or construction of the Project, and which may arise from the direct or indirect operations of Developer or those of Developer’s contractors, agents, tenants, employees, or any other persons acting on Developer’s behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project. Developer shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Developer’s failure, or any of its contractor’s failure, to pay prevailing wages pursuant to Labor Code Section 1720 *et seq.* in connection with construction of the Project and associated public and private improvements.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City’s General Plan, Zoning Ordinance, or any other supporting document relating to the Project, Developer must indemnify, defend, and hold harmless the Indemnitees, and each of them, with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Developer may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof. This Section shall survive the expiration or earlier termination of this Agreement.

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is served on Developer, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this

Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

Section 18. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation, or statement made or furnished by Developer to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

Section 19. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 22, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Developer of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

Section 20. City Not Liable For Damages. It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees in accordance with this Agreement, the City shall not be liable in damages to Developer, or to any assignee, transferee, or any other person, and Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

A. For any breach of this Agreement;

B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

C. Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

Section 21. Rights of Lenders Under this Agreement. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary (“Lender”) of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

A. Do any act or thing required of Developer under this Agreement, or cure any default of Developer under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Developer;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as “a trust deed”);

C. Transfer, convey or assign the title of Developer to the Site to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by Developer hereunder.

Section 22. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) simultaneously with such notice of default City gives to Developer and afford Lender the opportunity after receipt of service of the notice to:

A. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

Section 23. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Site. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

A. They are commenced within thirty (30) days after service on Developer (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and

C. Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

Section 24. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Developer.: Mercury CXIV, LLC
330 W. Birch, Suite E
Brea, California 92821
Attention: Dwight Manley

To City: City of Brea
1 Civic Center Circle
Brea, California 92821
Attention: City Manager

With a copy to: Richards, Watson & Gershon
1 Civic Center Circle
P.O. Box 1059
Brea, California 92822-1059
Attention: Brea City Attorney

Section 25. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

Section 26. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

Section 27. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Orange, California.

Section 28. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 29. Recordation. The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of Developer, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

Section 30. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section.

Section 31. Integrated Agreement. This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

Section 32. Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 33. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

Section 34. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developer. Refinements to the Project during implementation and development may require clarifications of this Agreement to ensure proper implementation of this Agreement and/or the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such clarifications, the Parties may effectuate such actions, or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless otherwise required by this Agreement or applicable law. The City Manager shall be authorized, after consultation with and approval of Developer, to determine whether a requested clarification or implementing action: (i) may be effectuated pursuant to this Section and is consistent with the intent and purpose of this Agreement and the Project Approvals; or (ii) is of the type that would constitute an amendment to this Agreement. The authority to enter into such Operating Memorandum is hereby delegated to

the City Manager and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

Section 35. Authority of City Manager. Any consent, approved or other instrument described in this Agreement may be granted, given or executed by the City Manager or designee on behalf of the City and the City Manager or designee shall be authorized to take any other action on behalf of the City without the need for further authorization from the City Council; provided, however that, notwithstanding the foregoing, the City Manager or designee may, in his or her sole discretion, refer to the City Council any item for which the City Manager or designee has authority to act hereunder.

Section 36. Conflicts of Interest; Prohibited Interests.

A. No director, employee or agent of City shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value, or enter into any business arrangement with any director, employee or agent of a Developer, its affiliates, other than as a representative of a Developer or its affiliates, without prior written notification thereof to such Developer. Any representatives authorized by Developer may audit any and all records of City for the purpose of determining whether there has been compliance with this provision.

B. Developer warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Developer, and that if any such interest comes to the knowledge of Developer at any time during the term of this Agreement, Developer shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

Section 37. Cooperation. Each of the parties shall cooperate with and provided reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF BREA,
a Municipal Corporation

MERCURY CXIV, LLC
a California limited liability company

Dated: _____

Dated: _____

Marty Simonoff
Mayor

By: _____

Name: _____

Title: _____

ATTEST:

Lillian Harris-Neal
City Clerk

Approved as to form:

Terence R. Boga
City Attorney

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 _____, before me, _____,
(insert name and title of the officer)

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)

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 _____, before me, _____,
(insert name and title of the officer)

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
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State of California)
County of Orange)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION
OF THE SITE

EXHIBIT B

Brea Employer Preference Program

The Mercury

Brea, California

A primary purpose of The Mercury is to provide workforce housing to workers of local Brea businesses to allow those workers to avoid lengthy commutes and exorbitant rents, while becoming residents as well as workers in our community. To that end, we invite local Brea employers to enroll in our Brea Employer Preference Program, outlined below.

Tenant Selection: When The Mercury receives multiple applications for an available workforce housing unit, preference shall be given to applicants who are full-time employees of Brea employers enrolled in this Program, subject to the following qualifications:

1. **Applicant Suitability:** The Mercury reserves the right to determine any applicant's suitability as a tenant. The Mercury may consider an applicant's credit history, rental history, and criminal history when selecting a tenant and the preference provided does not prevent making such a determination between competing applicants.
2. **Filling Vacancies:** The Mercury will not "hold" vacant units for local workers. If a local worker cannot sign a lease when a unit becomes available, The Mercury may offer the unit to another applicant. Local workers may be added to a waiting list, and The Mercury may contact them as units become available. Local workers selected as potential tenants shall be required to comply with the same requirements as other tenants, such as executing a written lease, adhering to the terms and conditions of such lease (including limits on number of occupants), and limits on sub-leasing. Violation of any terms of their leases shall be grounds for eviction.
3. **Non-Discrimination:** The Mercury adheres to the Fair Housing Act, Federal Civil Rights Laws, and California Fair Employment and Housing Act. We will not discriminate against applicants or tenants based on race, color, national origin, sex, age, disability, religion, familial status, or any other protected status. To that end, The Mercury reserves the right to reevaluate or deviate from this Program if, in its discretion, they may have an unjustified disparate impact on a protected class of people or it concludes it is necessary to do so to comply with local, state or federal laws.

Brea Employer Qualification to Enroll: A Brea employer qualified to participate under this Program is defined as a business/employer physically located within the City of Brea. Brea employers physically situated within a 1/2 mile radius from The Mercury property shall be entitled to first priority and all other Brea employers shall be entitled to a second priority under this Program. The Mercury shall consider other applicants only after exhausting the enrolled Brea employer priorities.

Employer Participation: Brea employers may enroll in this Program by filling out the form attached below and paying a nominal processing fee of \$500 per year. Employers must renew their enrollment and pay the processing fee annually. As a condition of enrollment and consideration of worker applications, enrolled employers must cooperate with The Mercury when asked to verify the employment status of local worker applicants. Failure to respond to The Mercury's requests for verification and/or failure to provide accurate information about an applicant's employment status are each grounds for losing a priority to a specific vacancy or termination of enrollment.

Notice of Vacancies: The Mercury will make reasonable efforts to provide electronic notice by email of upcoming vacancies to all Brea employers who are enrolled in this program to facilitate leasing of units. However, failure to give or receive notice will not affect any leases entered into by The Mercury.

Termination of Tenancies: If a tenant/worker with an enrolled Brea employer changes employment during the term of his or her tenancy, that worker's tenancy may continue per the terms of the current rental agreement. Upon expiration, that worker can reapply if he or she desires, but that application will be considered in the same manner as a new application and in light of any Brea employer preferences pursuant to this Program.

* * *

If you would like more information about this Program, please contact us at: The Mercury (____) ____-_____. [Email TBD]

Brea Worker Preference Program – Enrollment Form

The Mercury

Name of Employer:	
Contact Person:	
Address:	
Telephone Number:	
Email Address:	
	Date: _____ _____ Signature _____ Printed Name _____ Title

For Internal Office Use Only:

☐ Date of Receipt: _____

☐ Processing Fee Paid: Y/N

☐ Received by: _____

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

**CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CALIFORNIA 92821
ATTN: CITY CLERK**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**DEVELOPMENT AGREEMENT NO. 19-01
REGARDING THE MERCURY LANE RESIDENTIAL PLANNED COMMUNITY,
BREA, CALIFORNIA**

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and between Mercury CXIV, LLC, a California limited liability company ("Developer") and the City of Brea, a California municipal corporation ("City").

RECITALS

1. California Government Code Section 65864, et seq. (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
2. Developer owns that real property located entirely within City, the common and legal descriptions of which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference and hereinafter is referred to as the "Site." Developer intends to construct a work-force housing multi-family residential development, inclusive of a maximum of 114 multi-family rental units ("Rental Units"), on the Site.
3. City and Developer mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.
4. On _____, 2020, following second reading, the Council adopted Ordinance No. _____, approving Zone Change 19-01 and PC Master Plan 19-01. Ordinance No. _____ and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Ordinance _____ is referred to herein as the "Project," and Ordinance _____ is referred to as the "Project Approvals."
5. On _____, 2020, City adopted Ordinance No. _____ (the "Ordinance"), approving this Development Agreement among the City and Developer, which is effective as of _____, _____. All of the requirements of the California Environmental Quality Act have been met

with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

6. As set forth in the Project Approvals and this Agreement, the Project would provide the following community benefits: (i) revitalization and use of the Site consistent with state, regional, and local long term goals to provide additional housing opportunities and affordable housing; (ii) contribution of video surveillance hardware and software to serve traffic circulation and public safety goals for the project area; (iii) contributions to future improvements to Imperial Highway, sidewalk and bike lane improvements on Mercury Lane, and the use and maintenance costs of the City's West Downtown Parking Garage; (iv) alternative transportation options in the City through creation of a car-share and bike-share program to serve the Site and providing a local shuttle or similar system; and (v) creation of local and regional construction jobs and a permanent jobs base within new development.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"City" means the City of Brea.

"Developer" means Mercury CXIV, LLC, a California limited liability company.

"Effective Date" shall mean the date that the Ordinance becomes effective.

"Municipal Code" means the Brea Municipal Code, as amended from time to time.

"Ordinance" means Ordinance No. _____, which approved this Agreement.

"Project" means the proposed development of the Site as defined in the Recitals to this Agreement by reference to Ordinance _____.

"Project Approvals" means Ordinance _____, which is also referenced in the Recitals to this Agreement.

"Site" means the real property that is the subject of the Project Approvals and as legally described in Exhibit "A" to this Agreement.

"Term" shall have the meaning ascribed to it in Section 6 below.

"Transfer" means any sale, lease, encumbrance or other transfer of all or any portion of the Project or any interest therein.

"Transferee" means any person who acquires an interest in the Site pursuant to a Transfer and agrees, or is deemed, to assume Developer's obligations hereunder with respect to such interest.

Section 2. Recitals. The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

Section 3. Interest of Developer. Developer warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Developer have been duly authorized to do so.

Section 4. Binding Effect of Agreement. Developer hereby subject the Project and the Site to the covenants, reservations, and restrictions as set forth in this Agreement. The City and Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each of Developer's successors and assigns in title or interest to the Site. Each and every contract, deed, or other instrument hereinafter executed, covering, or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

The City and Developer hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Site, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which this Agreement is adopted.

Section 5. Relationship of Parties. It is understood that the contractual relationship between City and Developer is such that City and each Developer are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

Section 6. Term of Agreement. The initial term of this Agreement (the "Term") shall commence on the Effective Date and shall expire ten (10) years thereafter.

Section 7. Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Developer' intent here to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of their subjective business judgment.

Section 8. Transfers and Assignments.

A. Transfers. Developer may enter into one or more Transfers without the prior consent of City. Developer shall provide City with notice of all Transfers promptly following the consummation thereof. Developer shall remain liable to perform all of the terms and conditions

of this Agreement with respect to any portion of, or interest in, the Project that shall be the subject of a Permitted Transfer unless Developer and the applicable Transferee shall execute and deliver to City an Assignment and Assumption Agreement, in which case Developer shall be released from its obligations with respect to such portion of, or interest in, the Project that was the subject of such Transfer.

B. General Conditions Applicable to Transfers. Notwithstanding whether a Transferee has executed an Assignment and Assumption Agreement, upon a Transfer the Transferee shall be deemed to have assumed all Developer's obligations and been assigned all of Developer's rights under this Agreement, and will be deemed the Developer hereunder. This Agreement may only be transferred to a person who acquires fee title to the entire site. Notwithstanding anything herein to the contrary, in no event shall any Mortgagee have any obligation under this Agreement unless and until such Mortgagee purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Project that was subject to a Mortgage.

Section 9. General Rights, Standards, and Restrictions. The following specific rights, standards, and restrictions shall apply to the development and use of the Site pursuant to this Development Agreement:

A. Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Site in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

Section 10. Obligations of City. In consideration of the benefits to the City arising from the development of the Site and the entering into of this Agreement, the City agrees as follows:

A. Upon acceptance by the City, the following items shall be maintained by the City and Developer, subject to City review and approval of a maintenance agreement with the Developer, respectively:

Public Improvements to be maintained by City

1. Concrete curb and gutter.
2. Concrete sidewalk constructed per City standards (non-decorative).
3. Street lights, pull boxes and conduits.
4. Fire hydrants.

5. Water services up to the meter.

Public Improvements immediately adjacent to the Site to be maintained by Developer

1. Landscaping and Irrigation.
2. Parkway Trees.
3. Water service lateral? What does "Fire Water Service" mean?
4. Sewer lateral.
5. Decorative sidewalk.
6. Driveway approach (from curb to Developer property line).

B. With respect to any bonds or similar security (including letters of credit or cash) posted by Developer in connection with the development of the Site in favor of the City, within sixty (60) days after completion or satisfaction of all requirements related to such bonds or other security and the respective Developer's request (or such earlier time as required by law), the City shall cause the release of such bonds.

Section 11. Affordable Housing and Rent Restrictions:

A. Affordable Housing. Developer shall enter into an Affordable Housing Agreement with the City prior to the issuance of any grading or construction permits, which agreement must result in recorded covenants upon the property to assure affordable rents as set forth in this Section for a minimum of fifty-five (55) years following first occupancy and which shall provide terms and procedures and details, including a process for annual compliance reporting to the City. Eleven (11) units shall be reserved at or below the LOW INCOME threshold and for occupancy by qualifying tenants, as defined by applicable State Law. These units constitute a minimum of 10% of the total number of units within the project and shall fulfill the City's 10% Inclusionary Affordable Housing requirement for the project.

B. Work Force Housing. At least eighty (80) of the units shall be rented at a projected rent between \$1,200 to \$1,695 per month within the following rental categories: a minimum of six (6) units shall have rents of not more than \$1,295, six (6) units shall have rents of not more than \$1,395, six (6) units shall have rents of not more than \$1,495, six (6) units shall have rents of not more than \$1,595, and fifty-six (56) units shall have rents of not more than \$1,695, and shall remain between the LOW TO MODERATE INCOME threshold, as defined by applicable State Law, exclusive of utilities, commencing on the Effective Date with an ability to increase rents a maximum amount of three percent (3%) annually for a period of 40 years. Developer shall record a ~~restrictive covenant~~Restrictive Covenant in a form reasonably approved by the Director and the City Attorney referencing these obligations, including a process for annual compliance reporting to the City.

C. Brea Workforce Preference Program. The Affordable Housing Agreement and the Restrictive Covenant shall also include a program to give priority preference to prospective tenants that work in Brea and shall provide a priority for a minimum of eighty percent (80%) of the units for such tenants (however, Developer is allowed to lease such units to other tenants to the extent such units are available after leasing to all qualified local worker priority tenants). Developer agrees to implement such a program substantially in the form attached hereto as Exhibit "B."

It is acknowledged that Developer may modify the terms of affordability for the Work Force Housing units described in Section ~~11.11~~11.B in the event the State or any other governmental agency enacts any new legislation that causes any increase in property tax (including any special tax or assessment) to be implemented upon the property (e.g. modification of Prop 13) but only to the extent reasonably necessary to re-capture any increase in property-related tax. Developer shall notify City of any such adjustment.

Section 12. Developer's Contributions.

A. Contribution of video camera hardware and software. Developer shall provide Ten Thousand Dollars (\$10,000) for the procurement and installation of video surveillance cameras for the Imperial Highway and Berry Street intersection, Berry Street and Mercury Lane, and for Mercury Lane and the West Downtown parking garage. Said cameras shall be integrated into the existing fiber optic system from the West garage connecting to the Civic and Cultural Center, and integrated with the City's existing video surveillance systems, with related details and specifications subject to the review and approval of the City prior to the issuance of any occupancy permits.

B. Contribution to Future Sidewalk~~and~~, Bike Lane and Bridge Improvements. Developer shall pay City a financial contribution in the amount of One Hundred Eighty Thousand Dollars (\$80,000~~180,000~~) toward the cost to construct: (1) sidewalks and bike lane improvements on Mercury Lane; and (2) pedestrian and the parking garage entrance drive area ADA improvements from the eastern terminus of Mercury Lane, across the existing flood control channel bridge, and along the existing access road to the Western Downtown Parking Garage. Developer shall make such payment in full to the City ~~to the satisfaction of the City Manager~~ prior to issuance of any ~~occupancy~~building permits ~~for the project~~. Said funding shall be used at the sole discretion of the City of Brea for those improvements and is not subject to timing restrictions for use or refunding to the Developer.

C. Contribution to Future ~~improvements~~Improvements to Imperial Highway. Developer shall pay City a lump sum financial contribution in the amount of Ten thousand Dollars (\$10,000) toward the cost of future improvements to Imperial Highway. Developer shall make such payment in full to the City to the satisfaction of the City Manager prior to issuance of any occupancy permits for the project. Said funding shall be used at the sole discretion of the City of Brea and is not subject to timing restrictions for use or refunding to the Developer.

D. Contribution to Use and Maintenance of West Downtown Parking Garage. Developer may elect to use the West Downtown parking garage (the "Parking Garage") for guest parking of Project residents, provided that the number and location of parking spaces reserved for

such use shall be subject to City's reasonable terms and conditions and its advance review and approval on an annual basis; provided that in no event shall the Parking Garage be used by Developer or Project residents for ~~resident parking or~~ vehicle storage. In exchange for such limited use of the Parking Garage, Developer's Tenants shall pay City \$25.00 per space, per month, which amount shall increase annually according to the CPI for the Orange County area.; however, in the event City charges any other person a lower ~~monthly~~ rate, Developer's Tenants shall pay the lower monthly rate. City shall use said annual payments solely for the maintenance, repair, and upkeep of the Parking Garage.

E. Car-Share and Bike-Share Program. Developer shall develop and implement car-share and bike-share programs to serve the Project. Developer shall submit a detailed program implementing these programs for the review and approval of the Community Development Director prior to the occupancy of any residential units. Said program shall provide for the availability of on-site shared automobiles and bicycles for residents and may include appropriate fees for such services.

Section 13. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules, and regulations, including, but not limited to, the Brea Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Site.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Site of those changes in City ordinances, regulations, plans, or specifications that are: (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions; (ii) required to ensure public safety and are made applicable throughout the City; or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, to the extent necessary to comply with such changes in the law.

B. All fees currently charged by the City in connection with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be no higher than those fees in effect at the Effective Date for a period of five (5) years from the Effective Date, subject to the following exceptions:

i. The City's existing development impact fees may increase over time and shall be paid in the amounts in effect at the time application is made for such approvals or permits that require payment.

ii. All City requirements associated with the City's affordable housing requirements are being fully satisfied through the provision of the affordable units provided by the Project pursuant to the Project Approvals and this Agreement. No other fees or exactions shall be charged for Affordable Housing.

iii. All development impact fees shall be due at certificate of occupancy.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City pursuant to State and Federal law as a whole after the Effective Date.

Section 14. Annual Review. During the term of this Development Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Agreement. Developer shall file an annual report with the City indicating information regarding compliance with the terms of this Agreement no later than January 7 for the previous calendar year, commencing January 7, 2021.

Section 15. Indemnification and Legal Challenge. To the maximum extent permitted by law, Developer must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees (“Indemnitees”) harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Developer’s activities in connection with the development and/or construction of the Project, and which may arise from the direct or indirect operations of Developer or those of Developer’s contractors, agents, tenants, employees, or any other persons acting on Developer’s behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project. Developer shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Developer’s failure, or any of its contractor’s failure, to pay prevailing wages pursuant to Labor Code Section 1720 *et seq.* in connection with construction of the Project and associated public and private improvements.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City’s General Plan, Zoning Ordinance, or any other supporting document relating to the Project, Developer must indemnify, defend, and hold harmless the Indemnitees, and each of them, with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Developer may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof. This Section shall survive the expiration or earlier termination of this Agreement.

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is served on Developer, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate.

Section 18. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation, or statement made or furnished by Developer to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

Section 19. No Waiver of Remedies. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. Nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 22, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Developer of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

Section 20. City Not Liable For Damages. It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees in accordance with this Agreement, the City shall not be liable in damages to Developer, or to any assignee, transferee, or any other person, and Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

- A. For any breach of this Agreement;
- B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;
- C. Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement; or
- D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

Section 21. Rights of Lenders Under this Agreement. Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary (“Lender”) of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

- A. Do any act or thing required of Developer under this Agreement, or cure any default of Developer under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Developer;
- B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as “a trust deed”);
- C. Transfer, convey or assign the title of Developer to the Site to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and
- D. Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by Developer hereunder.

Section 22. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) simultaneously with such notice of default City gives to Developer and afford Lender the opportunity after receipt of service of the notice to:

- A. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

Section 23. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Site. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

A. They are commenced within thirty (30) days after service on Developer (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and

C. Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

Section 24. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Developer.:	Mercury CXIV, LLC 330 W. Birch, Suite E Brea, California 92821 Attention: Dwight Manley
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To City:	City of Brea 1 Civic Center Circle Brea, California 92821 Attention: City Manager
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With a copy to:

Richards, Watson & Gershon
1 Civic Center Circle
P.O. Box 1059
Brea, California 92822-1059
Attention: Brea City Attorney

Section 25. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

Section 26. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

Section 27. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Orange, California.

Section 28. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 29. Recordation. The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of Developer, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

Section 30. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section.

Section 31. Integrated Agreement. This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

Section 32. Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 33. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

Section 34. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Developer. Refinements to the Project during implementation and development may require clarifications of this Agreement to ensure proper implementation of this Agreement and/or the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such clarifications, the Parties may effectuate such actions, or clarifications through an operating memorandum (“Operating Memorandum”) approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless otherwise required by this Agreement or applicable law. The City Manager shall be authorized, after consultation with and approval of Developer, to determine whether a requested clarification or implementing action: (i) may be effectuated pursuant to this Section and is consistent with the intent and purpose of this Agreement and the Project Approvals; or (ii) is of the type that would constitute an amendment to this Agreement. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

Section 35. Authority of City Manager. Any consent, approved or other instrument described in this Agreement may be granted, given or executed by the City Manager or designee on behalf of the City and the City Manager or designee shall be authorized to take any other action on behalf of the City without the need for further authorization from the City Council; provided, however that, notwithstanding the foregoing, the City Manager or designee may, in his or her sole discretion, refer to the City Council any item for which the City Manager or designee has authority to act hereunder.

Section 36. Conflicts of Interest; Prohibited Interests.

A. No director, employee or agent of City shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value, or enter into any business arrangement with any director, employee or agent of a Developer, its affiliates, other than as a representative of a Developer or its affiliates, without prior written notification thereof to such Developer. Any representatives authorized by Developer may audit any and all records of City for the purpose of determining whether there has been compliance with this provision.

B. Developer warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Developer, and that if any such interest comes to the knowledge of Developer at any time during the term of this Agreement, Developer shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.

Section 37. Cooperation. Each of the parties shall cooperate with and provided reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF BREA,
a Municipal Corporation

MERCURY CXIV, LLC
a California limited liability company

Dated: _____

Dated: _____

Marty Simonoff
Mayor

By: _____

Name: _____

Title: _____

ATTEST:

Lillian Harris-Neal
City Clerk

Approved as to form:

Terence R. Boga
City Attorney

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 _____, before me, _____,
(insert name and title of the officer)

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)

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 _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION
OF THE SITE

EXHIBIT B

Brea Employer Preference Program

The Mercury

Brea, California

A primary purpose of The Mercury is to provide workforce housing to workers of local Brea businesses to allow those workers to avoid lengthy commutes and exorbitant rents, while becoming residents as well as workers in our community. To that end, we invite local Brea employers to enroll in our Brea Employer Preference Program, outlined below.

Tenant Selection: When The Mercury receives multiple applications for an available workforce housing unit, preference shall be given to applicants who are full-time employees of Brea employers enrolled in this Program, subject to the following qualifications:

1. **Applicant Suitability:** The Mercury reserves the right to determine any applicant's suitability as a tenant. The Mercury may consider an applicant's credit history, rental history, and criminal history when selecting a tenant and the preference provided does not prevent making such a determination between competing applicants.
2. **Filling Vacancies:** The Mercury will not "hold" vacant units for local workers. If a local worker cannot sign a lease when a unit becomes available, The Mercury may offer the unit to another applicant. Local workers may be added to a waiting list, and The Mercury may contact them as units become available. Local workers selected as potential tenants shall be required to comply with the same requirements as other tenants, such as executing a written lease, adhering to the terms and conditions of such lease (including limits on number of occupants), and limits on sub-leasing. Violation of any terms of their leases shall be grounds for eviction.
3. **Non-Discrimination:** The Mercury adheres to the Fair Housing Act, Federal Civil Rights Laws, and California Fair Employment and Housing Act. We will not discriminate against applicants or tenants based on race, color, national origin, sex, age, disability, religion, familial status, or any other protected status. To that end, The Mercury reserves the right to reevaluate or deviate from this Program if, in its discretion, they may have an unjustified disparate impact on a protected class of people or it concludes it is necessary to do so to comply with local, state or federal laws.

Brea Employer Qualification to Enroll: A Brea employer qualified to participate under this Program is defined as a business/employer physically located within the City of Brea. Brea employers physically situated within a 1/2 mile radius from The Mercury property shall be entitled to first priority and all other Brea employers shall be entitled to a second priority under this Program. The Mercury shall consider other applicants only after exhausting the enrolled Brea employer priorities.

Employer Participation: Brea employers may enroll in this Program by filling out the form attached below and paying a nominal processing fee of \$500 per year. Employers must renew their enrollment and pay the processing fee annually. As a condition of enrollment and consideration of worker applications, enrolled employers must cooperate with The Mercury when asked to verify the employment status of local worker applicants. Failure to respond to The Mercury's requests for verification and/or failure to provide accurate information about an applicant's employment status are each grounds for losing a priority to a specific vacancy or termination of enrollment.

Notice of Vacancies: The Mercury will make reasonable efforts to provide electronic notice by email of upcoming vacancies to all Brea employers who are enrolled in this program to facilitate leasing of units. However, failure to give or receive notice will not affect any leases entered into by The Mercury.

Termination of Tenancies: If a tenant/worker with an enrolled Brea employer changes employment during the term of his or her tenancy, that worker's tenancy may continue per the terms of the current rental agreement. Upon expiration, that worker can reapply if he or she desires, but that application will be considered in the same manner as a new application and in light of any Brea employer preferences pursuant to this Program.

* * *

If you would like more information about this Program, please contact us at: The Mercury (____) ____ - _____. [Email TBD]

Brea Worker Preference Program – Enrollment Form

The Mercury

<u>Name of Employer:</u>	
<u>Contact Person:</u>	
<u>Address:</u>	
<u>Telephone Number:</u>	
<u>Email Address:</u>	
	<div><div>Date:_____</div><div>_____</div><div><u>Signature</u></div><div>_____</div><div><u>Printed Name</u></div><div>_____</div><div><u>Title</u></div></div>

For Internal Office Use Only:

☐ Date of Receipt:_____

☐ Processing Fee Paid: Y/N

☐ Received by: _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 05/19/2020
SUBJECT: May 5, 2020 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

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 May 5, 2020

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Closed Session to order at 5:45 p.m., Mayor Simonoff, Mayor Pro Tem Vargas and Councilmembers Hupp and Marick were present in the Council Chambers; and Councilmember Parker was present via teleconference.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

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

2. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.
3. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.** Significant Exposure to Litigation: 1 potential case.

Mayor Simonoff adjourned the Closed Session at 6:16 p.m.

STUDY SESSION 6:15 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Study Session to order at 6:17 p.m., Mayor Simonoff, Mayor Pro Tem Vargas and Councilmembers Hupp and Marick were present in the Council Chambers; and Councilmember Parker was present via teleconference.

4. **Public Comment**
None.

5. Clarify Regular Meeting Topics

Councilmember Parker requested clarification on Item 17, Purchase Orders for Pickup Truck and Tri-Band Radios.

Division Chief Nigg spoke about Item 17, Purchase Orders for Pickup Truck and Tri-Band Radios, and clarified that the account that will be used to purchase the equipment will be from the Fire Impact Fees, which are designated for the expansion of services to the community. He also explained the function of the pickup truck and the necessary capabilities the truck must be equipped to handle.

Councilmember Parker reiterated that the pickup truck can be classified as a utility truck rather than a standard pickup truck.

Councilmember Marick requested that staff provide a brief explanation as to why the Street Sweeping Pilot Program was being extended, as outlined in Item 16.

Councilmember Parker asked Councilmember Marick if she felt that Item 18, Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund with Public Agency Retirement Services (PARS), reflects a conservative approach.

Councilmember Marick spoke about the rationale behind the approach recommended in Item 18, Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund with Public Agency Retirement Services (PARS), noting that there are more conservative approaches, but the approach selected is considered mid-range. She also indicated that the recommendation to Council follows a robust discussion at the recent Investment Advisory Committee Meeting.

DISCUSSION ITEMS

6. Planned Community (PC) Zone Procedures

Deputy City Attorney Flower provided a presentation, and spoke about the purpose of the Planned Community (PC) Zone; spot zoning; the background of the PC Zone in the City; requirements for PC Zone; PC Master Plan contents; and Master Plan required findings.

Mayor Pro Tem Vargas spoke about the benefits to the PC Zone in that it can be used anywhere in the City and noted that the Brea Envisions was focused on the Downtown Corridor. He also requested clarification on the second finding in connection with the intent of the PC Zone.

Deputy City Attorney Flower indicated that the PC Zone was re-envisioned to serve the intent of the Brea Envisions Strategic Plan function and indicated that so long as a project should not impede the visions set forth in the Brea Envisions Strategic Plan.

Mayor Pro Tem Vargas indicated that he would be interested in striking the second finding.

Deputy City Attorney Flower indicated that the Council may do so by way of amending the Ordinance.

Councilmember Marick requested clarification on limiting the use of the PC Zone.

City Manager Gallardo indicated he will provide further clarification in advance of the public hearing.

REPORT

7. Council Member Report/Requests

Councilmember Parker indicated that the Orange County Satiation District will be discussing the financial implications of the test project for the use of organic food waste to create energy.

Mayor Simonoff requested, and Mayor Pro Tem Vargas concurred, that staff research and bring before the Council to consider, an ordinance with regards to mansionization.

Mayor Simonoff adjourned the Study Session at 6:57 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Simonoff called the General Session to order at 7:00 p.m., Mayor Simonoff, Mayor Pro Tem Vargas and Councilmembers Hupp and Marick were present in the Council Chambers; and Councilmember Parker was present via teleconference.

Mayor Simonoff provided announcements related to the updated meeting procedures in response to the COVID-19 pandemic, noting consistency with Federal, State, and County Health guidelines.

8. Pledge of Allegiance

Mayor Simonoff led the Pledge of Allegiance and Steve Chang, Living Hope Community Church delivered the Invocation.

9. Report - Prior Study Session

City Manager Gallardo provided a report on the prior Study Session.

10. Matters from the Audience

Public Comments were accepted via email at cityclerksgroup@cityofbrea.net in advance of the meeting.

Heidi Gallegos, CEO, Brea Chamber of Commerce, spoke about the message the Chamber is spreading as local businesses prepare to open. She outlined the Chamber's six (6) work-readiness essentials and indicated that the Chamber recently joined the America's Recovery Fund Coalition. She also spoke about the financial challenges of 501(6)(c) nonprofit organizations, as they are ineligible for the current paycheck protection program; however, she indicated that Congressman Gil Cisneros has recently introduced legislation to address this gap. She also thanked Community Development Director Steinkruger for attending the recent Board Meeting.

Stephanie Wade, Field Representative, Office of Congressman Gil Cisneros, spoke about the recent AST mask giveaway. She also thanked Heidi Gallegos and the Brea Chamber of Commerce for their work towards legislation regarding extending the payroll protection program. She also indicated that the Congressman's office is trying to conduct casework on those who have not yet received their stimulus checks.

AST Sportswear representatives, spoke about the recent mask drive AST Sportswear, Inc. held for the community and presented the City with a donation in support of the Brea Resource Center.

Assistant City Manager/Community Services Director Emeterio thanked AST Sportswear, Inc. for their generous donation to the Brea Resource Center.

Dan Lukehart, Brea Jiu-Jitsu, spoke about his history in the City; explained the sport of Jiu-Jitsu; and spoke about social distancing measures which he implemented prior to the shutdown. He also asked the Council to consider the measures and reopen Brea Jiu-Jitsu.

11. Response to Public Inquiries - Mayor / City Manager

City Manager responded to public comments, and noted that the City of Brea supports all business during this unique time. He spoke about previous letters to the Governor in support of local efforts and safety measures, and extended the invitation to discuss measures with other local businesses. He also noted that the State guidelines supersede the City's authority and that gyms and fitness centers remain closed per the Governor's order.

Mayor Simonoff spoke about the AST mask giveaway event and thanked AST for their donation to the City of Brea Resource Center.

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

12. Appeal of Planning Commission's Decision of Certificate of Compatibility No. CC 19-02 for property located at 407 South Maple Avenue

Community Development Director Steinkruger presented the details of the report, including an explanation of the Certificate of Compatibility definition, requirements and procedure. She also spoke about the previous hearings; project background; proposed site plan; accessory structure; elevations, colors and materials; and findings for certificate of compatibility.

Russ Nowell, appellant, expressed concerns for the compliance with the aesthetic compatibility of the neighborhood; mansionization; privacy; placement of windows; and property lines. He requested the project be delayed until a determination is made with regards to the property lines.

Sue Mori, appellant, expressed concerns with the loss of privacy; impact on property values; size of the proposed development; and the proximity to the neighboring properties.

Mayor Pro Tem Vargas inquired as to the timeline for construction.

Brett Murdock, applicant, indicated that he hopes to have each the ADU constructed in three (3) months, and the main residence will be constructed in three (3) to four (4) months.

Brett and Ronnie Murdock, applicants, spoke about the trees they planted around their property to mitigate privacy concerns. They also clarified that the lines running in the back of the property are cable and phone lines, and that the balcony will in fact be a "California Room," where there are solid walls on either side, so you can only look outward.

Mayor Pro Tem Vargas inquired as to if the applicant is open to altering the type of the window to provide more privacy for neighboring residences.

Discussion ensued related to mitigating privacy concerns.

Russ Nowell, appellant, spoke about the windows, and proposed that the windows not be placed below 60-inches above the floor level in order to ensure added privacy.

Mayor Simonoff opened the public hearing. Seeing no members of the public wishing to address the Council, Mayor Simonoff closed the public hearing.

Community Development Director Steinkreuger indicated that the Council may add an additional Condition of Approval stipulating the windows must be located above a six-foot wall height.

Councilmember Parker requested staff read the findings outlined in the draft resolution.

Community Development Director Steinkreuger read the findings aloud.

Councilmember Parker requested the applicant explain why they feel their project complies with the requirements, specifically with regards to the project being harmonious with the surroundings. He also spoke about the sizes of homes within the City.

Brett Murdock spoke about the floor plan, and indicated that the garage and California rooms are both included in the square footage, which inflates the square-footage of the home. He indicated that the primary residence will include five (5) bedrooms.

Ronnie Murdock spoke about trends in the neighborhood of rebuilding, and spoke about the old condition of the house and related problems.

Discussion ensued related to the ongoing civil action related to the property line.

Councilmember Hupp spoke about mansionization and spoke about how valuation is evaluated. She also asked the applicants if they would consider a change to the windows.

Councilmember Marick spoke about the size of the lot and the scale of the building. She indicated that the project meets or exceeds all development standards.

The applicants indicated they are agreeable with the change related to the windows.

Mayor Simonoff asked the applicants if they intended to live in the main property or the ADU.

Ronnie Murdock indicated that her family will live in the main home.

Councilmember Parker inquired as to the possibility of having a report related to financial impacts to support a decision.

City Attorney Boga indicated that the ordinance gives the Council the discretion to make a decision whether or not they need a consultants report, however nothing in the ordinance requires it. He also noted the ordinance was written that the Council not need that nor would want to impose the cost of a consultant report on the applicant.

Discussion ensued related to the mandatory findings which must be made as outlined in the City Code related to the Certificate of Compatibility.

The applicant clarified that their home will not be used as a senior living facility.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Vargas to adopt Resolution No. 2020-028, a Resolution of the City Council of the City of Brea denying the appeal request and upholding the Planning Commission's approval of Certificate of Compatibility No. CC-19-02, as amended to include an added Condition of Approval related to window height.

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

Passed

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

CITY COUNCIL - CONSENT

13. April 21, 2020 City Council Regular Meeting Minutes

The City Council approved the April 21, 2020 City Council Regular Meeting Minutes.

14. Contract for citywide Graffiti Removal Service with Urban Graffiti Enterprises, Inc.

The City Council awarded a contract to Urban Graffiti Enterprises, Inc. in the amount of \$29,400 for a period of one (1) year; and authorized the City Manager to approve up to four (4) (1) year extensions in the amount of \$29,400.

15. Approve Plans and Specifications, Receive Bids, Adopt Resolution, and Award Contract with T.E. Roberts, Inc. for Eagle Hills Tract Water Improvement, CIP No. 7467, ("Project")

The City Council approved the plans and specifications; received bids; adopted Resolution No. 2020-029 to appropriate an additional \$1,790,000 from the Water Fund (420) and \$100,000 from Measure M (260) to the Project; awarded a contract to the lowest responsive and responsible bidder, T.E Roberts, Inc. in the amount of \$2,753,508.95; and authorized the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

16. Street Sweeping Pilot Program Extension

City Manager Gallardo provided a brief background of the item, and indicated that due to the COVID-19 pandemic, with more parked cars on the streets, it is difficult to implement changes to the Street Sweeping program at this time. He indicated that more information and recommendations will be brought before the Council around September.

Councilmember Hupp inquired if the stay at home orders are lifted sooner, would the Council be permitted to evaluate the program sooner than the six (6) month extension date.

City Manager Gallardo indicated that should circumstances related to the pandemic change, the Council will be able to evaluate the Street Sweeping program sooner.

Councilmember Marick inquired if the motion would need to be amended to grant the possibility of re-evaluating the program in a shorter time frame.

City Manager Gallardo indicated that should the stay at home order change and patterns evolve, staff can bring the item back sooner than six (6) months.

The City Council extended the Street Sweeping Pilot Program by six (6) months to September 30, 2020.

17. Purchase Orders for Pickup Truck and Tri-Band Radios

The City Council authorized the Purchasing Agent to issue purchase orders to Motorola for Tri-Band Capable Radios in the amount of \$119,315.99 and to National Auto Fleet Group for a pickup truck to tow AVT recreational vehicle in the amount of \$78,937.78.

18. Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund with Public Agency Retirement Services (PARS)

The City Council approved the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS) Post-Retirement Health Care Trust Program.

19. Budget Adjustments to the City Operating and Capital Improvement Program Budget for Fiscal Year 2019-20

The City Council adopted Resolution Nos. 2020-030 and 2020-031 appropriating funds to adjust the Fiscal Year 2019-20 City Operating and Capital Improvement Program Budgets.

20. City Disbursement Registers for April 24 and May 1, 2020

The City Council received and filed City Disbursement Registers for April 24 and May 1, 2020.

21. Monthly Report of Investments for the City of Brea for Period Ending March 31, 2020

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending March 31, 2020.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Vargas to approve City Council Consent Items 13 - 21.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

22. Successor Agency Disbursement Register for April 24, 2020

The City Council, as the Successor Agency, received and filed the Disbursement Register for April 24, 2020.

23. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending March 31, 2020

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending March 31, 2020.

Motion was made by Mayor Pro Tem Vargas, seconded by Council Member Parker to approve City/Successor Agency Consent Items 22 - 23.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

24. City Manager

None.

25. City Attorney

None.

26. Council Requests

None.

COUNCIL ANNOUNCEMENTS

Mayor Pro Tem Vargas made an announcement on behalf of the Brea Historical Society. He indicated that the Brea Historical Society is collecting COVID-19 stories from the community.

ADJOURNMENT

Mayor Simonoff adjourned the General Session 8:31 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 19th day of May, 2020.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: Acceptance of Contract and Notice of Completion for Contract for Dog Park Surfacing Improvements, CIP Project No. 7950

RECOMMENDATION

1. Accept Project as complete and authorize City Clerk to record Notice of Completion and
2. Authorize City Clerk to release Payment and Performance Bond upon notification from the Public Works Director or authorized designee

BACKGROUND/DISCUSSION

The City Council awarded a Contract to Three Peaks Corp. on December 3, 2019, in the amount of \$488,535 for the Dog Park Surfacing Improvements, CIP Project No. 7950 ("Project"), and approved a construction contract contingency of \$48,853 for a total approved construction contract budget of \$537,388.

The Project removed existing mow curbs and benches and installed new concrete bands to separate the three new surfaces that included artificial turf, pea gravel and decomposed granite. A total of 37 new trees were installed between the two parks. Other amenities installed were new drinking fountains, benches, boulders, drainage and doggie waste stations. An independent irrigation "wash down" system was installed for the artificial turf areas to allow for automatic disinfecting or anti-bacterial applications.

The total amount of additional work approved on the Project was \$40,508.26 using the Time and Materials (T&M) method in lieu of a change order. This T&M amount equates to just under 8.3% of the original Contract amount of \$488,535. Some of the changes to the Project are the following:

- Drainage in both parks
- Additional demolition
- Installation of a seat wall in the large dog park

The final Contract amount with Construction Management, Inspection, Geotechnical, City supplied site amenities and the approved T&M is \$578,826.26. The improvements have been completed and accepted by the City Engineer pursuant to the approved plans and specifications, and Three Peaks Corp. has complied with the Contract requirements. The following is a summary of Contract costs:

Dog Park Surfacing Improvements. Construction Budget Summary:

Original Construction Contract Amount	\$488,535.00
City Supplied Site Amenities	\$19,591.00
Approved T & M	\$40,508.26
Construction Management/Inspection/Geotechnical	\$30,192.00
Final Project Construction Costs	\$578,826.26
Approved Project Budget	\$595,000.00
Remaining Project Budget	\$16,173.74

FISCAL IMPACT/SUMMARY

The final Contract amount for the Project is \$578,826.26, which is \$16,173.74 under the approved construction budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, Director of Public Works

Attachments

Notice of Completion

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **City of Brea**Street
Address **1 Civic Center Circle**City &
State **Brea, CA 92821**
Zip

Free recording requested per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Brea (NAME)
3. The full address of the undersigned is 1 Civic Center Circle
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

4. The nature of the title or the undersigned is Owner-In-Fee
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

7. A work of improvement on the property hereinafter described was completed on May 6, 2020.
8. The name of the original contractor, if any, for the work of improvement was Three Peaks Corp.
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was landscape improvements at the Brea Senior Center

The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: Dog Park Surfacing Improvements, CIP 7950

10. The street address of the said property is 3450 E Santa Fe Road
(NUMBER AND STREET, OR, IF THERE IS NO OFFICIAL STREET ADDRESS, INSERT THE WORD "none".)

Dated: 5/7, 2020.

 (SIGNATURE)
Tony Olmos P.E., Director of Public Works, City of Brea (TYPED NAME)

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this 7th day of May, 2020.

 (SIGNATURE)
Tony Olmos P.E., Director of Public Works, City of Brea

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: Encroachment License Agreement with TH Brea Venture, LLC for West Village development in Central Park Village located at Southwest Corner of Central Avenue and Site Drive

RECOMMENDATION

Approve Encroachment License Agreement

BACKGROUND/DISCUSSION

On April 2, 2019, Precise Development Plan 18-02 for West Village ("Project") within Central Park Village was administratively approved to construct 82 Residential Units. The Project area is approximately 4.6 acres and is a part of the Central Park Village master planned community. Central Park Village is located at the southwest corner of W. Central Avenue and Site Drive. Refer to Exhibit 'A' for the Project Location.

As part of the conditions of approval, Trumark Homes ("Property Owner") was required to construct enhanced hardscape and landscape improvements on Central Avenue fronting the Project. The enhanced improvements include landscaping, irrigation, trees, decorative concrete pavement, a concrete water fountain and patio furniture. Refer to Exhibit 'B' for the rendering of the enhanced improvements.

Since the above mentioned improvements are proposed to be constructed within public sidewalk area, they are considered an encroachment onto City owned right-of-way. Therefore, the Property Owner was required to enter into an Encroachment License Agreement ("Agreement") with the City to allow for the construction and maintenance of these enhanced improvements. This Agreement stipulates that the Property Owner is solely responsible for the construction and maintenance of the improvements. The Agreement has been reviewed and approved to form by City Attorney's office. Refer to Exhibit 'C' for the Encroachment License Agreement.

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with this action. Additionally, all staff costs associated with this effort were included in the development fees collected from the Developer. Therefore, there is no impact to the General Fund.

The Property Owner is required to enter into an Agreement with the City for the enhanced improvements that encroach onto the City owned right-of-way. The Agreement has been reviewed by the City Engineer and City Attorney's office. Therefore, staff is recommending the City Council consider approving the Agreement.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

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

Tony Olmos, P.E., Public Works Director

Attachments

Exhibit 'A' - Project Location

Exhibit 'B' - Enhanced Improvements Rendering

Exhibit 'C' - Encroachment License Agreement

Exhibit 'A'

Project Location

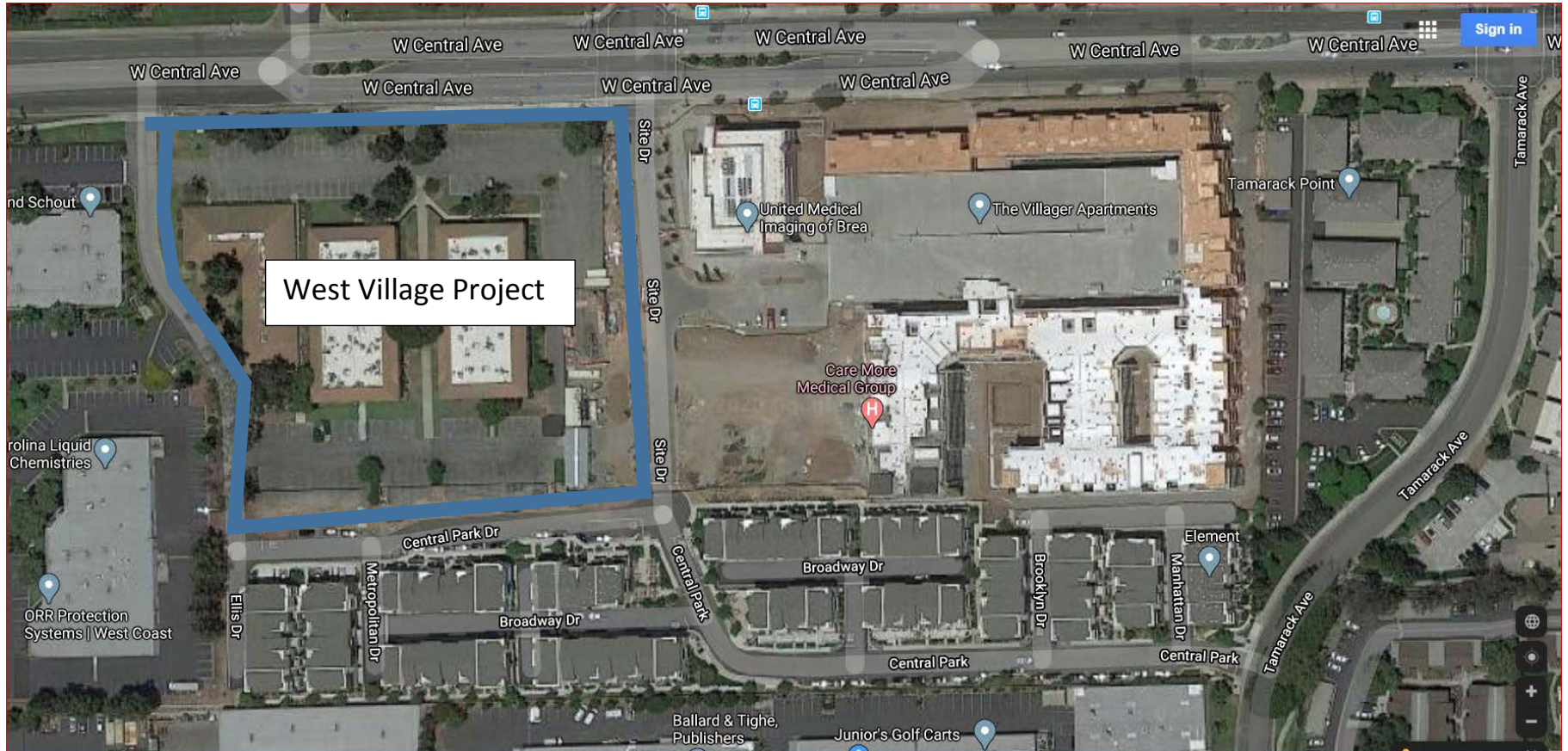


Exhibit 'B'

Enhanced Improvements Rendering

LANDSCAPE IMPROVEMENT PLANS FOR

WEST VILLAGE

420 WEST CENTRAL AVENUE, BREA, CALIFORNIA

LOT 5, TRACT NO 17389



RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City Clerk
City of Brea
1 Civic Center Circle
Brea, California 92821

Free recording requested per Government Code Section 6103

ENCROACHMENT LICENSE AGREEMENT ("LICENSE")

The CITY OF BREA, a municipal corporation ("City") hereby grants a license to TH BREA VENTURE, LLC, a Delaware limited liability company ("Licensee"), to install, operate and maintain certain improvements, which include but are not limited to, landscaping, irrigation, trees and decorative concrete pavement, concrete water fountain and patio furniture (collectively, the "Encroachment Improvements"), pursuant to City of Brea Precise Development Plan 18-02 approval letter dated April 2, 2019, and further described in landscaping permits B19-000-851 (collectively, the "Permits") on portions of those public rights of way within the City of Brea, known as Central Avenue from Site Drive to five hundred feet (500 ft. west of Site Drive and fronting Lot 5 of Tract Map No. 17389 filed in Book 920, Pages 33 through 38 of Tract Map of Official Records of Orange County, California (the "Official Records"). Said Permits also permit Licensee to perform grading and landscaping and other improvements on portions of Licensee's "real property located adjacent to the Encroachment Improvements" ("Licensee's Property"). The Encroachment Improvements are further depicted in Exhibit "A".

In consideration of the license granted above by City to Licensee, Licensee agrees to comply with all terms, covenants and conditions set forth herein.

1. Term. The term of this License shall commence upon the recording of this License in the Official Records and shall continue in perpetuity unless terminated by City pursuant to Section 2(j) below (the "Term").

2. Covenants and Conditions:

(a) Licensee agrees to install, operate and maintain in first class condition all of the Encroachment Improvements in accordance with all applicable laws, ordinances, and

regulations of any governmental body with jurisdiction applicable thereto, at Licensee's sole cost and expense.

(b) Licensee shall remove all graffiti on any Encroachment Improvements within forty-eight (48) hours after written notification from City.

(c) Licensee shall defend with legal counsel of City's selection, and indemnify and hold City and its officers, agents, volunteers, and employees harmless, with respect to all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees); (collectively, the "Claims"), to the extent arising from any injury to person or property alleged or asserted in connection with the construction, installation, operation, maintenance or repair of the Encroachment Improvements, and regardless of the theory of liability asserted against the City or whether City, or its officers, agents, or employees might have been negligent with respect thereto; provided, however, that the foregoing indemnity obligation shall not apply in the event such Claims arise as a result of the gross negligence or willful misconduct of City or its officers, agents, volunteers, or employees.

(d) Throughout the Term of this Agreement, Licensee shall maintain, at its own sole cost, commercial general liability insurance with respect to the Encroachment Improvements and areas on which they are located, naming the City and its officers, agents, volunteers, and employees as additional insureds, all set forth on Exhibit "B" hereto.

(e) This License is subject to City's rights, hereby retained, to cause repair, replacement, and/or construction work to be conducted on Central Avenue, and on street lights, street light conduits, fire hydrants, water meters and water service lines and other public improvements, and should such repair, replacement and/or construction work or any activity connected therewith result in any damage to or destruction of the Encroachment Improvements described herein, City shall not be liable for such damage or destruction regardless of the theory of liability of City or whether City or its officers, agents, or employees might have been negligent with respect thereto, unless such damage or destruction is caused by the gross negligence or willful misconduct of City or its officers, agents, or employees. Upon completion of any repair, replacement and/or construction work by City in or about the area of the Encroachment Improvements, Licensee shall, at its cost, promptly cover any affected landscaped areas with soil and landscaping, as appropriate, install replacement sidewalks for any affected sidewalk areas and restore any affected Encroachment Improvements to substantially the same condition as existed

prior to the work by City. If reasonably requested by City in writing, Licensee shall at its cost promptly remove any Encroachment Improvements that City requests be removed in order to permit or expedite the City repairs, replacement and/or construction (i.e., prior to the applicable City work).

(f) Additionally, the City, its agents, or assigns, or any utility company or any City franchisee with a proper possessory interest, may at any time, enter upon the areas covered by this Agreement for the purpose of installing, maintaining, relocating, altering, enlarging, or inspecting any utility, facility, or public work thereon. To the extent reasonably possible, any such entry will be during hours where disruption to Licensee's business activities will be minimized and shall be completed in a manner that does not damage or destroy the Encroachment Improvements. Licensee agrees to be responsible at Licensee's cost for the removal or relocation of any or all of the Encroachment Improvements to the extent required in connection the foregoing activities. Except in emergency situations, City shall provide not less than thirty (30) days' prior written notice of its intent to enter for any of the foregoing purposes.

(g) City reserves the right to remove any portion of the Encroachment Improvements, as may be required, in the event of any emergency that is declared by the City, without liability for any interruption of use or service. Further, the City shall not be obligated to restore use or service, or to pay the costs or expenses of restoring use or service, unless, by final court decision or written agreement of the parties, there has been a determination that no emergency condition necessitated such removal or the City or its officers, agents, or employees acted with gross negligence or willful misconduct. The City shall utilize good faith efforts to notify Licensee in advance of any such emergency to give Licensee an opportunity to remove or protect the affected Encroachment Improvements. In the event of any emergency where the City is unable to notify Licensee prior to the removal of Encroachment Improvements, the City shall provide notice as soon as is practicable.

(h) Additionally, if it is reasonably necessary to temporarily move or remove any of the Encroachment in order for any third party to lawfully move a large object, vehicle, building, or other structure in the normal course of business, Licensee shall, upon reasonable notice from the City and in an orderly manner that will enable Licensee to minimize disruption of use or service to any of Licensee's customers, move any of the Encroachment Improvements at the expense of the person or entity requesting the temporary move or removal. Notwithstanding the

foregoing, Licensee shall permanently or temporarily move any of the Encroachment Improvements at its own cost, if that temporary or permanent move or removal is reasonably required in order to accommodate projects funded by the City, projects jointly funded by the City with other entities, or is otherwise required by the City for any public purpose, or any other public agency or public utility with pre-existing rights.

(i) The rights and obligations of Licensee under this Agreement may be assigned to and assumed by the homeowner's association (the "Homeowner's Association") formed to manage and operate the community common area developed by Licensee on Licensee's Property. Upon request by Licensee or City, the parties shall cooperate to record in the Official Records an amendment to this License with respect to the assignment and assumption of this License by Licensee to the Homeowner's Association. Except as set forth in this Section 2(i), this Agreement is not transferable or assignable and does not constitute a sale, lease, or any transaction other than granting of a license and Licensee shall not acquire any rights whatsoever based on the encroachments permitted herein excepting those rights specifically delineated herein. Licensee shall not attempt to sell, transfer, assign or otherwise convey this Agreement separately from Licensee's Property and any such action by Licensee without the prior written consent of the City shall be void. This license shall: (i) bind any transferee of the Licensee's Property (including the Homeowner's Association but excluding residential owners within the community developed on Licensee's Property), and (ii) inure to the benefit of any transferee of Licensee's Property provided (with respect to this clause (ii)) that such transferee, in writing delivered to the City, acknowledges within thirty (30) days after said transfer of this License that said transferee agrees to and is bound by all terms and conditions of this License.

(j) Licensee's breach of any provision contained in this license shall be grounds for the termination of this license by the City for cause if City gives written notice of the specific breach to the Licensee and Licensee fails to cure such breach within thirty (30) days; provided however, if such breach is not reasonably capable of being cured within thirty (30) days, such additional time as is reasonably required to cure such breach provided that Licensee commences to cure such breach within thirty (30) days and diligently prosecutes the same to completion.

(k) Upon any termination/revocation of this license, Licensee shall remove the Encroachment Improvements, and restore the affected property to its original condition, all at the expense of Licensee, and if Licensee should fail to do so for a period of thirty (30) days after

written notice given to Licensee at the address provided in this License, City may proceed to remove the Encroachment Improvements, and Licensee shall reimburse City within ten (10) days after written demand for all costs and expenses incurred by City in connection therewith. If Licensee fails to do so, City shall have a lien on Licensee's Property with power of sale, to secure payment thereof, which may be enforced by nonjudicial foreclosure and may be recorded unilaterally by City against Licensee's Property in any reasonable form, and under which City shall be the trustee and beneficiary for purposes of nonjudicial foreclosure.

(l) Licensee agrees to pay to City, upon written demand therefor, the reasonable increased costs of maintenance, repair, reconstruction or otherwise, of City's property occasioned by the Encroachment Improvements permitted hereunder, as supported by backup documentation reasonably supporting such increased costs.

(m) In the event that either party must maintain an action to enforce any of its rights or the obligations of the other party hereunder, or arising out of this license, the losing party in said action agrees to pay all cost and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection therewith (and City may add the same to the lien described above).

3. Notification. Unless a different address of record is provided by Licensee at least thirty (30) days in advance, all notices to Licensee may be sent by certified mail to:

TH Brea Venture, LLC
450 Newport Center Dr., Ste. 300
Newport Beach, CA 92660
Attn: JOE MARTIN

4. This agreement shall be governed by the laws of the State of California, and venue for any legal action shall be the Superior Court of the County of Orange, California.

5. Time is of the essence of every provision hereof in which time is a factor.

Wherefore, the parties have executed this agreement as of this _____ day of _____, 2020.

CITY:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

LICENSEE:

TH BREA VENTURE, LLC

By:  _____

Print Name: RICHARD P. DOUGLASS

Title: AUTHORIZED AGENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 April 24, 2020 before me, Michelle L. Wehr, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard P. Douglass
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.



Signature Michelle L. Wehr
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: City of Brea - Encroachment License Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ 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: _____

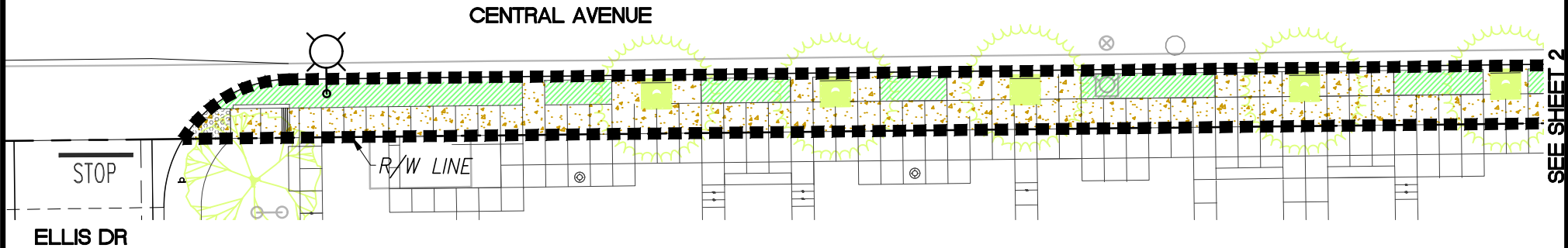
Signer Is Representing: _____

EXHIBIT "A"

ENCROACHMENT IMPROVEMENTS

(Attached.)

BREA TRACT 17389
RIGHT OF WAY MAINTENANCE EXHIBIT



LEGEND



HARDSCAPE TO BE MAINTAINED BY HOA



LANDSCAPE TO BE MAINTAINED BY HOA



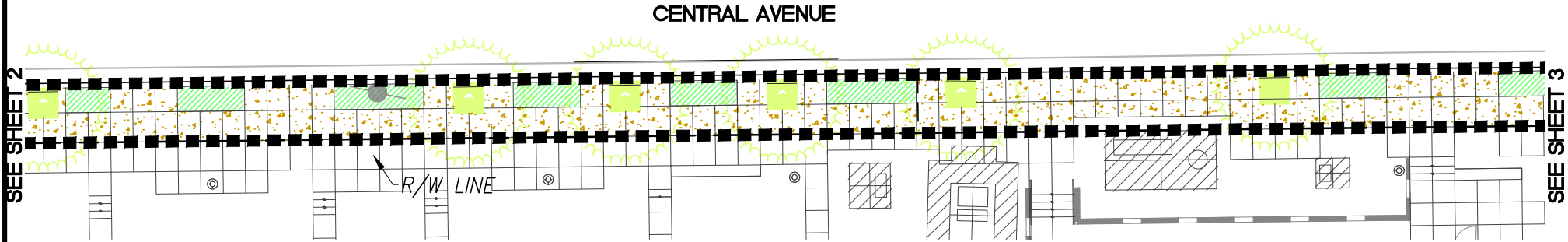
TREES TO BE MAINTAINED BY HOA







ENCROACHMENT AREA



BREA TRACT 17389
RIGHT OF WAY MAINTENANCE EXHIBIT



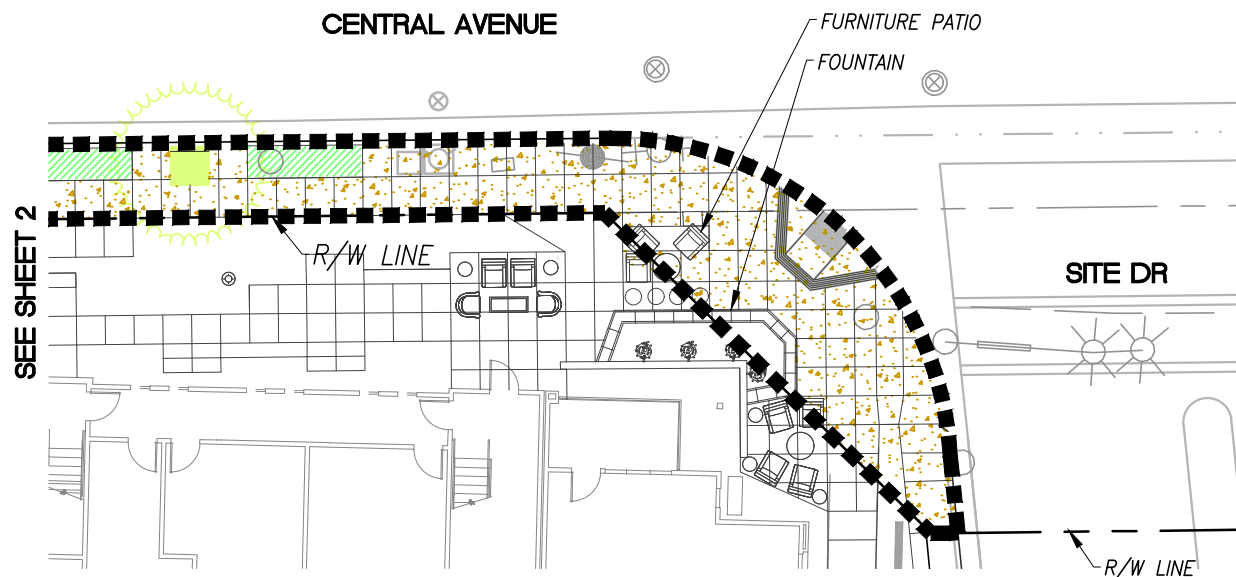
LEGEND

-  *HARDSCAPE TO BE MAINTAINED BY HOA*
-  *LANDSCAPE TO BE MAINTAINED BY HOA*
-  *TREES TO BE MAINTAINED BY HOA*
-  *ENCROACHMENT AREA*



BREA TRACT 17389

RIGHT OF WAY MAINTENANCE EXHIBIT



LEGEND



HARDSCAPE TO BE MAINTAINED BY HOA



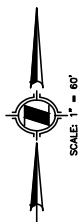
LANDSCAPE TO BE MAINTAINED BY HOA



TREES TO BE MAINTAINED BY HOA



ENCROACHMENT AREA



SHEET 3 OF 3

PREPARED BY:

HUNSAKER & ASSOCIATES
IRVINE, INC.
PLANNING ■ ENGINEERING ■ SURVEYING
Three Hughes ■ Irvine, CA 92618 ■ PH: (949) 583-1010 ■ FX: (949) 583-0759

EXHIBIT "B"
INSURANCE REQUIREMENTS

Licensee shall not commence work under this License until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Licensee allow any contractor to commence work until all insurance required of the contractor has been obtained, Licensee shall take out and maintain at all time during the Term of this License the following policies of insurance:

- (a) For all use and operations of the Licensee or any subcontractor in performing the work provided for herein, and for the ongoing use, development and maintenance of Encroachment Improvements, insurance with the following minimum limits and coverage:

Commercial General Liability (occurrence) — for bodily injury, death, and property damage for products/completed installation or operations and any and all other activities undertaken by the Licensee as authorized by this License, and any activity related thereto,

- (b) The policies of insurance required shall have no less than the following limits of coverage:

- (i) \$1,000,000 for bodily injury or death;
 - (ii) \$500,000 for property damage
 - (iii) The total of the limits specified in subsections (i) and (ii) above, where the combined limit is provided.

- (c) Each such policy of insurance required in paragraphs b (i) through b (ii) shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;
 - (2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A+VII or better according to the most recent A.M. Best Co. Rating Guide;

- (3) Name as additional insureds the City of Brea, and City's elected officials, officers, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;
- (4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;
- (5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;
- (6) Contain a clause substantially in the following words:

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

- (7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;
- (8) Specify that insurer waives all rights of subrogation against any of the named additional insured; and
- (9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits;
- (10) Otherwise be in form satisfactory to City.

(d) Prior to commencing work under this License, the Licensee shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this License. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf All endorsements or policies shall be received and approved by the City before Licensee commences performance, Licensee shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

(e) Procurement of insurance shall not be construed as a limitation of Licensee's liability or as full performance of Licensee's duties to indemnify, hold harmless, indemnify, and defend under this License.

State of California)
County of Orange)

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.

WITNESS my hand and official seal.

11222-0001\2384960v2.doc

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 _____, 2020, before me, _____,
(insert name and title of the officer)

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 _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: Professional Services Agreement with Kimley-Horn for Environmental Phase of Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Interchange Improvements Project (CIP 7306)

RECOMMENDATION

Approve Professional Services Agreement (PSA) with Kimley-Horn in the amount of \$290,397.85 plus 15% contingency.

BACKGROUND/DISCUSSION

Currently, a southbound single lane on-ramp from Imperial Highway (SR-90) to the southbound SR-57 extends from a dedicated eastbound lane on SR-90. The distance between the State College Boulevard intersection and the ramp divergence point is approximately 400 feet, which often leads to significant traffic queuing during peak hour traffic.

In 2011, the City completed an update to the Transportation Improvement Nexus Program Study (Study) that identified 11 traffic improvement projects throughout the City, which included the Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Improvements. The project was to address traffic operation issues on Imperial Highway between Randolph Avenue and the freeway interchange. It would include improvements to the southbound on-ramp to provide for additional queuing on the ramp, lane configuration modifications, traffic signal and overhead signing improvements. The 2011 Study estimated this improvement project to cost \$2.5M.

Since this improvement project is entirely within State right-of-way (ROW), the project approach must follow Caltrans standards in project delivery. This delivery method is called the Permit Engineering Evaluation Report (PEER) process. The PEER is required prior to start of any design and construction. The PEER process is intended to streamline the processing of projects, reducing the steps in the project development process and for non-complex projects valued less than \$3M in construction cost. This PEER process will save in project development cost and time.

Staff intends to deliver this project in two phases. The first phase involves selecting an engineering firm to prepare the PEER and secure Caltrans' approval through the PEER process. After completion of phase one, phase two would include submitting an application through the Orange County Transportation Authority (OCTA) Measure M2 Call for Project Grants to fund the design and construction of the project. The City has been very successful in past grant applications and has received a letter of support from Caltrans on October 30, 2019 for this project (see attachment B). With a letter of support from Caltrans and an approved Caltrans' PEER, the City is expected to receive a high score in the OCTA Call for Projects.

For Phase One, staff issued a Request for Proposals (“RFP”) for professional design services to complete the Permit Engineering Evaluation Report on December 11, 2019. Two proposals were received from the following firms:

1. Michael Baker International
2. Kimley-Horn

The proposals were reviewed and rated based on the firms' relevant design engineering experience, understanding of the scope of work, qualifications of proposed project team, work schedule, and cost effectiveness. Copies of the proposals are on file in the office of the City Engineer. Both firms submitted clear and precise proposals and scored high, but Kimley-Horn stood out for its recent experiences on similar projects. Kimley-Horn recently implemented over six ramp-widening projects which gives the City the benefit of lessons learned and the latest Caltrans' guidance for increased efficiency in obtaining approvals and delivering the Project.

If the Professional Service Agreement is approved by the City Council, Kimley-Horn is prepared to start immediately following issuance of a Notice to Proceed and to coordinate the work with Caltrans. Upon completion and approval of the PEER Permit, staff intends to submit an application for the design and construction phase of the project in the OCTA Call for Projects.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee at their May 12, 2020 meeting suggested to add the proposal fee from Michael Baker International into the Council report. The proposed fee for Michael Baker International was \$298,258. The Finance Committee recommended to proceed to City Council.

FISCAL IMPACT/SUMMARY

A total Project budget of \$1.2 Million of Traffic Impact Funds was approved for FY 2019-20 within the CIP. The Project has sufficient funding to complete Phase One of the scope of work as outlined within Kimley-Horn's proposal in the amount of \$290,397.85 plus a 15% contingency. Staff is requesting a 15% contingency based upon past working history of Caltrans in requesting unforeseen scope items. Since this Project is funded by the Traffic Impact Fund (Fund 540) within the CIP, there will be no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

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

Attachments

7306 CIP Map

Caltrans Letter of Support

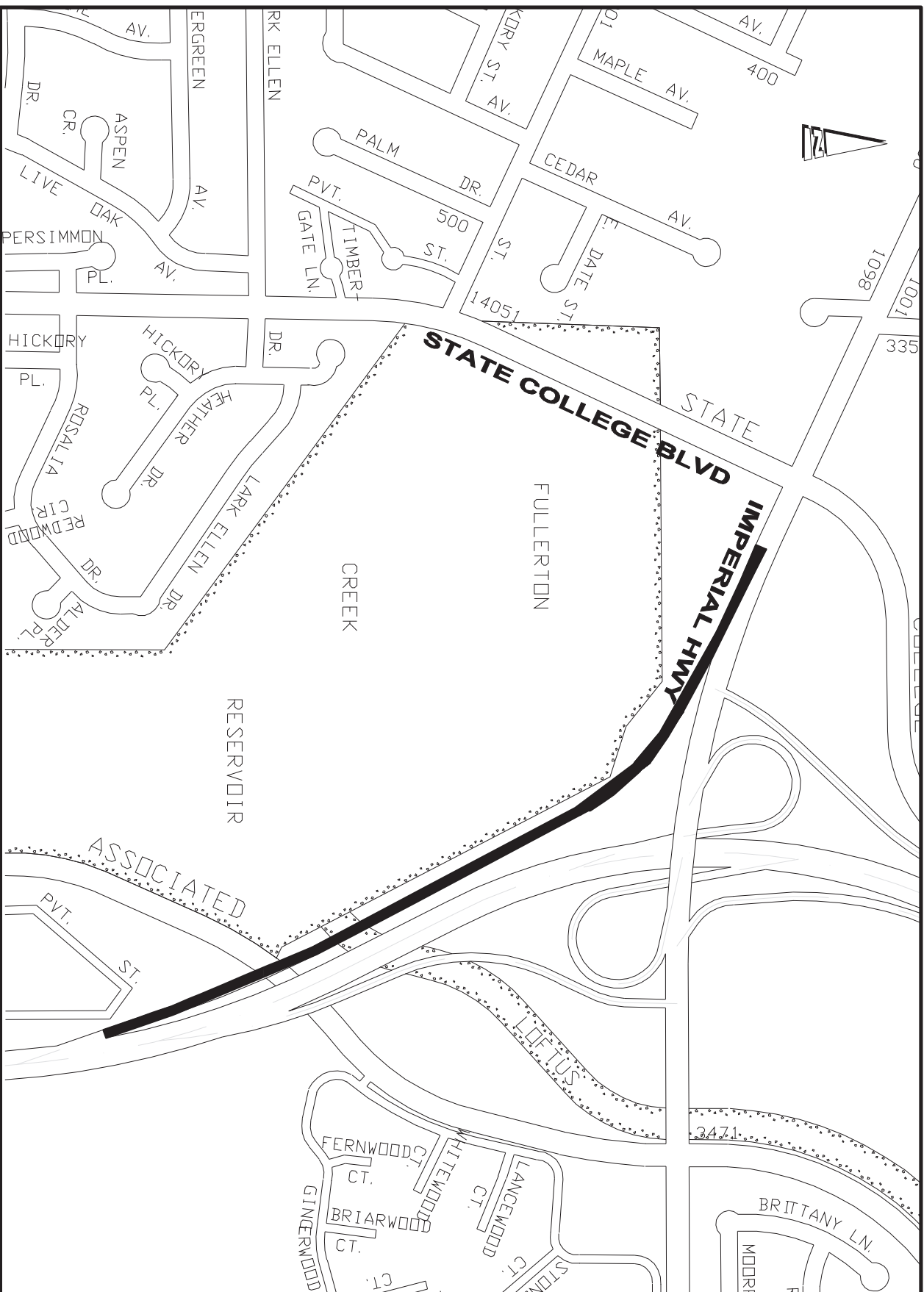
RFP

Proposal & Fee

Professional Services Agreement

PROJECT 7306

IMPERIAL HWY/SR-57 INTERCHANGE IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

DEPARTMENT OF TRANSPORTATION

DISTRICT 12

1750 EAST 4TH STREET, SUITE 100

SANTA ANA, CA 92705

PHONE (657) 328-6000

FAX (657) 328-6522

TTY 711

www.dot.ca.gov/caltrans-near-me/district12*Making Conservation
a California Way of Life.*

October 30, 2019

Mr. Michael Ho
Deputy Director of Public Works/City Engineer
City of Brea
1 Civic Center Circle, Brea CA 92821

Dear Mr. Ho:

The California Department of Transportation (Caltrans) supports the City of Brea's efforts to seek grant funding opportunities for the eastbound Imperial Highway (SR-90) to southbound Orange Freeway (SR-57) on-ramp project development (Project).

Currently the eastbound SR-90 to southbound SR-57 onramp consists of one dedicated lane at the entrance. The dual left-turn lanes from southbound S Randolph Avenue and State College Boulevard from Brea Mall are queuing through several cycles due to the bottleneck originated from the eastbound SR-90 to southbound SR-57 onramp.

The Project proposes to add a shared optional lane from eastbound SR-90 number three lane to the SB-57 onramp and create operational advantages by allowing vehicles to continue eastbound SR-90 or turn onto the southbound SR-57 on-ramp. The existing dedicated on ramp lane would remain.

The benefits would eliminate the congestion on eastbound SR-90 number three lane, alleviate the backup on southbound left turn lanes from S Randolph and State College Boulevard, and reduce conflicts caused by weaving and last-minute lane change to the southbound SR-57 on-ramp.

The proposed project will be subject to Caltrans' design policy and guidelines during the review process. Caltrans looks forward to continuing partnership with the City of Brea and wish city success in securing project funding.

Mr. Michael Ho
October 30, 2019
Page 2

If you have any questions or concerns, please contact Simin Arazbegi at (657) 328-6014.

Sincerely,



Simin Arazbegi
Project Manager

c: Adnan Maiah, Deputy District Director, Capital Program, Caltrans
Lisa Ramsey, Office Chief Design 2, Caltrans
Joseph Lee, Branch Chief Design A, Caltrans



CITY OF BREA

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

REQUEST FOR PROPOSALS (RFP)

**Professional Consulting Services
for**

IMPERIAL HIGHWAY (SR-90) AT 57 FREEWAY SOUTHBOUND ON-RAMP PROJECT INITIATION DOCUMENT (PID)

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

Key RFP Dates

Issued:

December 11, 2019

Proposals Due:

January 9, 2020

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ATTACHMENTS

CALTRANS LETTER OF SUPPORT

2018 TRAFFIC DATA

CITY OF BREA

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

REQUEST FOR PROPOSALS (RFP)

for

Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation
Document (PID)

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

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

no later than 2:00 P. M. on January 9, 2020. Original plus three (3) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

Michael S. Ho, P.E.
Deputy Director/City Engineer
Phone: 714-990-7657
Email: michaelh@cityofbrea.net

SECTION I
INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

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

B. ADDENDA

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

C. CITY CONTACT

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

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department – Engineering Division
City of Brea
1 Civic Center Circle, Brea, CA 92821-5732
Phone: 714-990-7657, Fax: 714-990-2258
Email: michaelh@cityofbrea.net

D. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., December 20, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)". City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail or Personal Courier:
Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
 - (2) E-Mail: Michael S. Ho, P.E., Deputy Director/City Engineer, e-mail address is michaelh@cityofbrea.net.

3. Consultant Project Manager - Contact Information

The requested services are for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID). All "Prime Consultants" shall email their designated Project Manager's name and contact information to the email address: **michaelh@cityofbrea.net**.

4. City Responses

To receive e-mail notification of City responses when they are posted on City's website, firms must email their contact email addresses to michaelh@cityofbrea.net with the subject title "Email notifications for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID) RFP".

E. SUBMISSION OF PROPOSALS

1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on
January 9, 2020.**

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

2. Address

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

**Mr. Michael S. Ho, P.E.,
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732**

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

3. Identification of Proposals

Offeror shall submit original plus three (3) copies and PDF (on CD or a flash drive) of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows: **"Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)"**

4. Acceptance of Proposals

- a. City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. City reserves the right to withdraw or cancel this RFP at any time without prior notice, and the City makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. City reserves the right to postpone proposal openings for its own convenience.
- d. Proposals received by the City are public information and must be made available to any person upon request.

- e. Submitted proposals are not to be copyrighted.

F. PRE-CONTRACTUAL EXPENSES

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

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

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

G. JOINT OFFERS

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

H. PROTEST PROCEDURES

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

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
Public Works Department - Engineering Division
City of Brea
1 Civic & Cultural Center
Brea, CA 92821-5732

I. FEE PROPOSAL

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

J. PREVAILING WAGES

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

K. INSURANCE REQUIREMENTS

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

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

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

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

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

SECTION II
PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

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

1. Presentation

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer, at a minimum, contain the following:

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

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Detailed Work Plan

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

The Offeror shall:

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

d. Exceptions/Deviations

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

1. Fee Proposal

Provide a schedule of hourly rates that will be charged to perform services specified in Section III.

5. Appendices

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

B. STATUS OF PAST AND PRESENT CONTRACTS FORM

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

SECTION III

EVALUATION AND AWARD

SECTION III - EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; experience working on federally funded projects; strength and stability of the firm; and assessment by client references.
- 2. Proposed Team and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE

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

C. AWARD

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

SECTION IV
PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____ for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and _____, a [state] [type of entity] ("Consultant").

RECITALS

A. City has issued a Request for Proposal for the Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID). A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

NOW, THEREFORE, the parties agree as follows:

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

(a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

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

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibits A.

2. Term: This Agreement is effective as of [REDACTED] and shall remain in full force and effect until one (1) year or unless terminated pursuant to Section 8 below.

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

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

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

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

(e) Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. Compensation Limit:

(a) Term Limit: In no event shall Consultant, or any person claiming by or through Consultant, be paid an amount in excess of _____ dollars (\$_____) during the term of this Agreement.

(b) Developer-Reimbursed Cost Exclusion: Developer-reimbursed costs associated with Tasks performed for private development projects are not subject to the

annual compensation limit and shall not be considered in any calculation of unspent allocation.

6. City Responsibilities: City shall provide to Consultant:

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

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

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

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

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

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all

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

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael S. Ho, P.E.
Deputy Director of Public Works/City Engineer
1 Civic Center Circle
Brea, CA 92821
michaelh@ci.brea.ca.us

CONSULTANT REPRESENTATIVE

CONSULTANT NAME
Consultant Title
Consultant Address
Consultant Address
Consultant Address

10. Insurance: Consultant shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Consultant allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Consultant shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

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

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

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

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

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

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

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

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by

the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

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

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

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

(10) Otherwise be in form satisfactory to City.

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

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including

liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

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

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

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of ___N/A___ dollars (\$000.00) per day for each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a

fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

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

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

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

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

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

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[Consultant name]

[use this signature block if Consultant is a corporation]

Signature

Signature

Printed Name

Printed Name

☐ Chairperson ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Consultant is a limited liability company]

Manager

Manager

Printed Name

Printed Name

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Mayor

SECTION V
SCOPE OF SERVICES

SECTION V – SCOPE OF SERVICES

I. PROPOSED SCOPE OF SERVICES

In 2011, the City of Brea completed a Transportation Improvement Nexus Program Study. The Study provided future transportation improvements based upon an early 1990's Brea Area Traffic model for growth. One of the improvements list in the Study is for the interchange of Imperial Highway (SR-90) at SR-57 south bound on-ramp.

Currently, on SR-90 in the eastbound direction, there is only one lane for the southbound on-ramp to SR-57. This one lane causes backups, weaving and illegal lane changes along eastbound SR-90. At the adjacent intersections of SR-90 at State College Boulevard and Randolph Avenue, the southbound dual left turn #2 lane is queue through a few cycles as that is only lane to access the SR-57 on ramp. These are the main intersections of the Brea Mall.

The proposed improvement will add a shared thru and right turn lane. The shared thru/right turn lane will allow vehicles to continue east bound SR-90 or right turn onto the southbound SR-57 access. The existing right turn on ramp lane would remain. This proposed shared thru/right turn lane would allow for additional capacity onto SR-57.

The benefits would eliminate the east bound number three lane queueing capacity back up, eliminate the southbound left turn back up queue and eliminate the cross over weaving through three lanes to access the southbound SR-57 access. Similar to the I-5 at Lake Forest Drive North Bound On-Ramp in the City of Lake Forest.

The City desires to fully implement this project and understands the full cooperation of Caltrans is required as this is 100% State ROW. Based on the scope and location the Caltrans preliminary design requirements requires the Project Initiation Document (PID). The scope of work shall be in compliance with Chapter 9 of the Caltrans Project Development Procedures Manual.

SCOPE OF WORK

To prepare a Project Initiation Document (PID) approved and accepted by both Caltrans and City. The following are but not limited to suggested scope and task within said PID.

1. Detailed Traffic Study - Traffic operations analysis will be conducted for three (3) analysis peaks (Weekday AM, Weekday PM, and Saturday Middy) for the following three (3) scenarios using Synchro analysis software:
 - a. Existing Year
 - b. Design Year No-Build
 - c. Design Year Build

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2. Stormwater Data Reports – prepare a SWDR in conformance with the Caltrans Project Planning and Design Guide (PPDG) (latest edition) and requirements. The SWDR will include the following information: project description of the build alternative, identification of the receiving water bodies, proposed Design Pollution Prevention and Treatment BMPs, costs, and checklists.
3. Prepare a PID Transportation Management Plan (TMP) Data Sheet.
4. Prepare PID Cost Estimate - prepare the PID Cost Estimate for the Build Alternative that is developed in coordination with the City and Caltrans.
5. Meetings and Project Management – Prepare a total of five (5) meetings. These can be for any purpose, kick-off meeting, focus meeting, City Council briefings and or elected officials.

Deliverable:

1. PID Development Schedule
2. Fully accepted and approved by Caltrans and City of Brea Project Initiation Document (PID).

SECTION VI

STATUS OF PAST AND PRESENT CONTRACTS FORM

Status of Past and Present Contracts Form

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

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

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

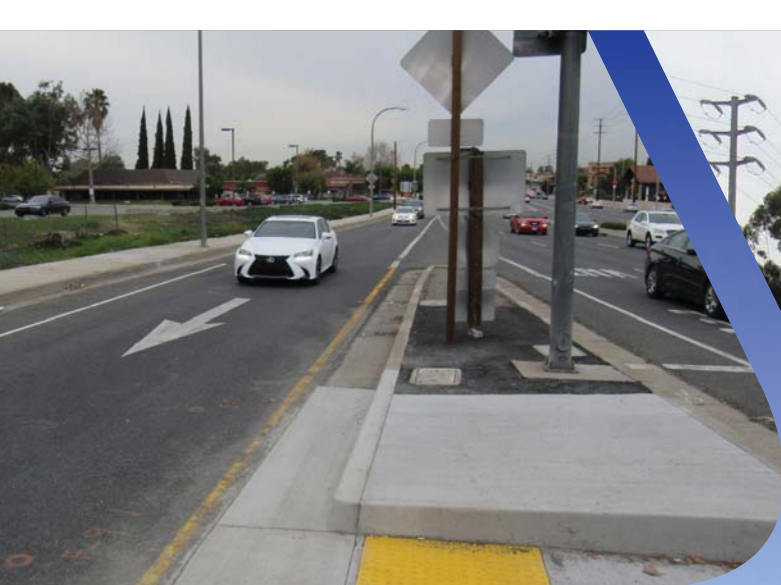
By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Signature _____

Date _____

Name: _____

Title: _____



PREPARED FOR



Proposal for

IMPERIAL HIGHWAY (SR-90) at 57 FREEWAY SOUTHBOUND ON-RAMP

Project Initiation Document (PID)



PREPARED BY
Kimley»Horn



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LETTER OF TRANSMITTAL

January 9, 2020

Mr. Michael S. Ho, P.E.

Deputy Director of Public Works/City Engineer

Public Works Department - Engineering Division

City of Brea, 1 Civic & Cultural Center, Brea, CA 92821-5732

» 765 The City Drive

Suite 200

Orange, CA 92868

TEL 714.939.1030

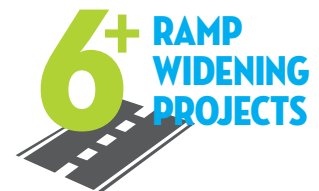
RE: Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project Initiation Document (PID)

Dear Mr. Ho and Members of the Selection Committee:

The City has a great opportunity to improve traffic circulation around the Brea Mall and enhance access to the 57 Freeway through widening of the southbound on-ramp from SR-90 to SR-57 resulting in a two-lane entrance from SR-90. This will reduce delays experienced along Imperial Highway and compliment planned improvements to the mall.

Being completely within Caltrans right-of-way, it is very important to have Caltrans support and a consultant with a good understanding of their processes. For this first item, the letter from Caltrans dated October 30, 2019 provides reassurance of their support and a positive indication that they will work with the City for a successful project. For the second item, Kimley-Horn is unmatched in navigating the Caltrans process on a project of this type. **Our Team has recently**

implemented over six ramp widening projects, having gone all the way through construction on several, and currently implementing others. This gives the City the benefit of lessons learned and the latest Caltrans guidance for increased efficiency in obtaining approvals and delivering the Project.



The RFP states a Project Initiation Document (PID). **Based on our understanding of the Project and our experience on many similar ones, we believe this Project should follow the Caltrans Permit Engineering Evaluation Report**

**CALTRANS
PEER**



(PEER) Process, and we have outlined our specific reasoning and references to Caltrans guidance in Section 1C of this proposal. This essentially provides PID, Preliminary Engineering and Environmental Approvals (PA/ED), and Final Design (PS&E) into a single abbreviated process based on project complexity and construction cost within Caltrans right-of-way.



We have compiled a team utilizing our previous experience and up-to-date knowledge of Caltrans standards, environmental compliance, and the approval process. Our Team is available and excited about the opportunity to deliver this Project for the City. **The majority of work will be performed by Kimley-Horn staff that have worked together on several similar projects.**

We have added the following subconsultants to compliment our Team based on their specialty and experience in working with our Team members on similar projects. More information on our subconsultants, including value added, can be found in Section 1C of this Proposal.



FIRM/ROLE	CONTACT
Earth Mechanics, Inc. <i>Geotechnical Engineering and Aerially Deposited Lead (ADL)</i>	Lino Cheang, Principal 17800 Newhope Street, Suite B, Fountain Valley, CA 92708 Telephone: 714.751.3826 Fax: 714.751-3928
BKF Engineers <i>Field Surveys/Mapping</i>	Davis Thresh, PLS, Principal/Vice President 4675 MacArthur Court, Suite 400, Newport Beach CA 92660 Telephone: 949.526.8460 Fax: 949.526.8499
VCS Environmental <i>Cultural Resources</i>	Patrick O. Maxon, M.A., RPA, Director, Cultural Services 30900 Rancho Viejo Road, Suite 100, San Juan Capistrano, CA 92675 Telephone: 949.234.6077

I am truly excited to present this talented Team that has worked together so extensively over recent years. Our proposal demonstrates our proven experience, innovative ideas, and value added in multiple areas. We acknowledge receipt of Addendum Number 01, dated December 20, 2019 for this RFP. Our proposal shall remain valid for a period of not less than 90 days from the date of submittal. All information submitted with the proposal is true and correct. If you have any questions as you review our proposal, feel free to contact me at any time.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Darren Adrian, P.E.

Project Manager and Authorized Signer

Offeror Information: Kimley-Horn and Associates, Inc.

Corporate Address: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

Telephone: 919.677.2000 | Fax: 919.677.2050

Contact: Darren Adrian, Project Manager and Vice President

765 The City Drive, Suite 200, Orange, CA 92868 | 714.705.1304





**IMPERIAL HIGHWAY (SR-90) AT
57 FREEWAY SOUTHBOUND ON-RAMP
PROJECT INITIATION DOCUMENT (PID)
CITY OF BREA, CALIFORNIA
ADDENDUM NUMBER 01
December 20, 2019**

Notice to All:

Please note the following **CHANGE** have been made to the subject Bid Documents:

THE NEW PROPOSAL DATE IS DUE JANUARY 23, 2020.

Please sign, date and acknowledge receipt and review of Addendum No. 01, dated December 20, 2019. It is understood that this document shall be incorporated in the proposal.

Michael Ho,
Deputy Director/City Engineer

☒ I acknowledge receipt and review of Addendum No. 01, dated December 20, 2019 and this document is to be incorporated in the proposal.

Darren J. Adrian, Vice President

January 23, 2020

Printed Name

Signature

Date

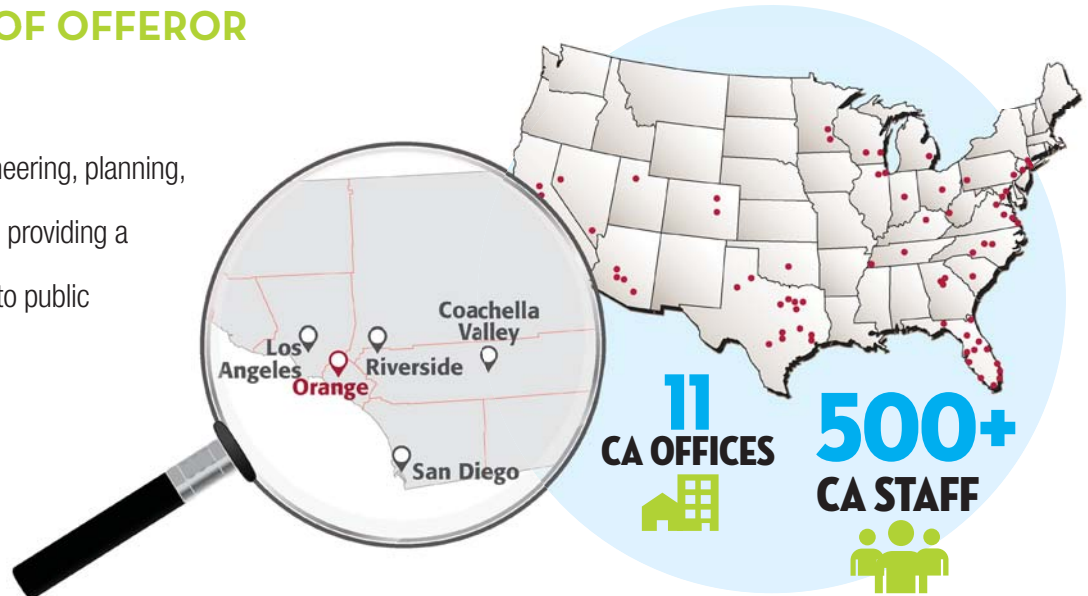


SECTION 1. TECHNICAL PROPOSAL

A. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES OF OFFEROR

FIRM PROFILE

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing a comprehensive range of services to public and private clients throughout the United States. Founded in 1967 as a corporation, our company has grown from a small group of traffic engineers and



transportation planners to a multidisciplinary firm of more than 4,200 professionals in 90 offices nationwide, including 11 offices in California with more than 500 engineers, planners, designers, and technicians. Kimley-Horn's continued growth and stability over the past 53 years is reflected in our steady rise on *Engineering News-Record's* list of top design firms in the nation. ***We first appeared on the list in 1981, ranked 421st; in 2019 we ranked 21st.***

SERVICES WE OFFER

Kimley-Horn Offers Extensive Transportation Planning and Design Experience:

- Caltrans PID, PA&ED, and PS&E Expertise
- Caltrans PEER/Streamlined Oversight Process experience
- Caltrans Local Assistance Experience
- Civil/Roadway Planning and Engineering
- Structural Design
- Utilities Design and Coordination
- Drainage, Water Quality
- Traffic Studies and Traffic Engineering
- Active Transportation
- Landscape Architecture and Aesthetics
- NEPA/CEQA
- State and Federal Funding
- Grade Separations
- Right-of-Way Acquisition/Processing



FIRM'S FINANCIAL CONDITION

Kimley-Horn had 2018* revenues of \$907 million. We have been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2018*, the firm had total assets of \$450 million and stockholder's equity of approximately \$129 million. In addition to the financial resources noted, Kimley-Horn also has an unused \$10 million operating line of credit available for short-term cash flow needs. Our cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. Kimley-Horn uses one institutional lender, Wells Fargo. If necessary, reference information can be obtained from the following contact: Brian Gallagher, Senior Vice President, Wells Fargo Bank, N.A., 150 Fayetteville Street, Suite 600, PO Box 3008, Raleigh, NC 27601; 919.881.7022. Kimley-Horn does not have any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that will impede in our firm's ability to complete the project. **2019 financial information is not currently available.*

EXPERIENCE IN PERFORMING WORK OF A SIMILAR NATURE

Our professionals are highly experienced in solving challenges unique to roadway and freeway interchange projects. The local staff in Orange that we have identified to work on this Project have specialized in freeway interchange ramp modifications and similar improvements within Caltrans Districts 7, 8, and 12 (D7, D8 and D12). Our team has gained the trust of D12 staff and their decision makers, helping us push forward innovative solutions that address stakeholders' concerns. We understand Caltrans procedures, enabling us to minimize delays and rework of our submittals, and our network of relationships enables our team to provide a high level of service.

ROADWAY AND FREEWAY INTERCHANGES

Kimley-Horn's project team has extensive experience in completing projects that require close coordination with Caltrans. Most recently, the proposed Team for this Project have worked together to complete construction on two similar ramp modifications within Orange County (D12), one in Los Angeles County (D7) and are currently completing approvals on two more projects in Riverside County (D8). The Caltrans process for these is very different than that of a significant interchange improvement, and our staff have developed such a thorough understanding of this that we are able to lead Caltrans functional units through the process when necessary. We routinely work with agencies across California to help them shepherd their projects through the Caltrans PEER—from small sidewalk and pedestrian safety projects to larger freeway-improvement projects that require meeting federally funded project requirements in the design and funding administration.



OUR TEAM'S EXPERIENCE WORKING WITH VARIOUS GOVERNMENT AGENCIES

For more than 53 years, Kimley-Horn has excelled at delivering complex projects for local agencies. We have built strong relationships with municipalities and agencies throughout Orange and Los Angeles counties, including Caltrans District 12 and the Orange County Transportation Authority (OCTA). The Kimley-Horn team has been providing professional services for projects and on-call tasks for Cities, Counties, OCTA, and Caltrans for more than three decades.

Our Orange office has served local government agencies with planning and design projects since 1988. Our reputation and relationships have extended to each city, Caltrans District 12, and other approving agencies necessary for successful projects.

PAST JOINT WORK WITH SUBCONTRACTORS

We have identified the following subcontractors to help successfully deliver this Project:

- Earth Mechanics, Inc. – Geotechnical Engineering and ADL Reporting
- BKF Engineers – Field Surveys and Mapping
- VCS Environmental – Cultural Resources

These partners were selected based on their expertise, experience on similar projects, and experience working with Kimley-Horn staff assigned to the Project.



Earth Mechanics, Inc. (EMI) has specialized in geotechnical engineering for over 30 years with headquarters in Fountain Valley, California and offices in San Bernardino, San Pedro, Hayward, and San Marcos. Kimley-Horn, and specifically the staff assigned to this Project, have relied on EMI for reports with recommendations for pavement sections, retaining wall design, slope design, corrosivity, and other geotechnical parameters that are needed for this Project. EMI also performs Aerially Deposited Lead (ADL) Studies. They understand Caltrans requirements for the field work and reports. ***Most recently, EMI worked with Kimley-Horn staff on the ACE Fullerton Road Grade Separation and McKinley Grade Separation projects.***



BKF Engineers is a full-service civil engineering firm, established in 1915 with 15 regional offices strategically located throughout California. Kimley-Horn has partnered with BKF throughout California, but ***most recently, the local staff in Orange has worked with their Survey and Mapping team to do Caltrans format ABC Mapping for the McKinley Grade Separation Project at the SR-91 Freeway in the city of Corona.*** Staff at BKF know the Survey Department Staff at Caltrans and understand the requirements of ABC Mapping. In



addition, the BKF Surveyors have procedures for obtaining field shots that are efficient with the software used by the Kimley-Horn designers. BKF also utilizes an efficient scanning procedure to obtain survey information along congested roadways and ramps without shutting them down or closing lanes.



VCS Environmental
EXPERTS IN STRATEGIC SOLUTIONS

VCS Environmental is a full-service, certified Small Business/Disadvantaged Business Enterprise (SBE/DBE) consulting firm with over 24 years of experience specializing in cultural resources. They are well-versed in the completion of Phase I, Phase II, and Phase III studies, as well as Native American Consultation, Historic and Prehistoric Archaeology Surveys, Historical Surveys and Evaluations, studies pursuant to Caltrans Standard Environmental Reference requirements, and Cultural and Paleontological Resource Mitigation Plans. ***Kimley-Horn environmental project manager, Dana Privitt, AICP, has worked with Patrick Maxon, VCS' Cultural Director, on numerous projects including Starbucks, Edinger Avenue Bridge Replacement (prepared for Caltrans District 12), Newport Banning Ranch, and Baker Ranch.*** Pat has managed multiple projects in accordance with Caltrans standards including but not limited to the I-10/Avenue 50 Interchange and Centennial Corridor (SR58 to I-5).

RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS

Kimley-Horn is prepared to commit the necessary resources to facilitate the success of your project. Moreover, we also have the tools that tell us exactly how and when to implement these resources. To assist our project managers in efficient administration of projects, Kimley-Horn utilizes a very detailed and integrated Management Information System (MIS). We will develop a work plan for each project task that allocates item and person-hour commitments by individuals. Twice monthly, the MIS generates a Project Effort Report showing actual effort expended by task. This internal control allows us to make, on a timely basis, any adjustments that may be necessary to maintain your schedule and stay within your budget. To assure responsiveness to client needs, Kimley-Horn uses a workload forecasting technique to determine staff availability. This “cast-ahead” process involves meeting with relevant department managers and staff to examine backlog, upcoming deadlines, production schedules, and several other factors. Many years of successfully completed projects prove that this system works well for our clients.

RELEVANT PROJECT EXPERIENCE

Kimley-Horn is dedicated to exceptional client service, which means continuous improvement and repeat business—90% of our business comes from repeat clients. This also means that we strive to keep projects on schedule and within budget and we pride ourselves on going above and beyond for you. The following pages highlight our success in delivering similar projects.



SR-91/BEACH BOULEVARD WB EXIT RAMP, BUENA PARK, CA (PEER PROCESS)

Kimley-Horn provided civil engineering design services to widen the exit ramp from two lanes to four lanes, providing a triple-left turn and shared dual-right turn at the ramp terminal to improve traffic flow and increase vehicular storage along the ramp. The widening required retaining walls, slope grading, drainage improvements, ADA upgrades, traffic signal modification, a new overhead sign structure, and landscape/hardscape improvements. All documents were processed through Caltrans District 12, including: Permit Engineering Evaluation Report (PEER), environmental technical studies to support a Categorical Exemption (CE) for CEQA, Traffic Operations Analysis, Fact Sheets, and Preliminary and Final Design PS&E.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Required effective coordination and interaction with Caltrans District 12 staff for PEER process
- ✓ Traffic Operations and Design for ramp widening
- ✓ Primary work within Caltrans R/W
- ✓ Construction Phase Traffic Handling Plans



Client Reference: Nabil Henein, P.E., Director of Public Works/City Engineer

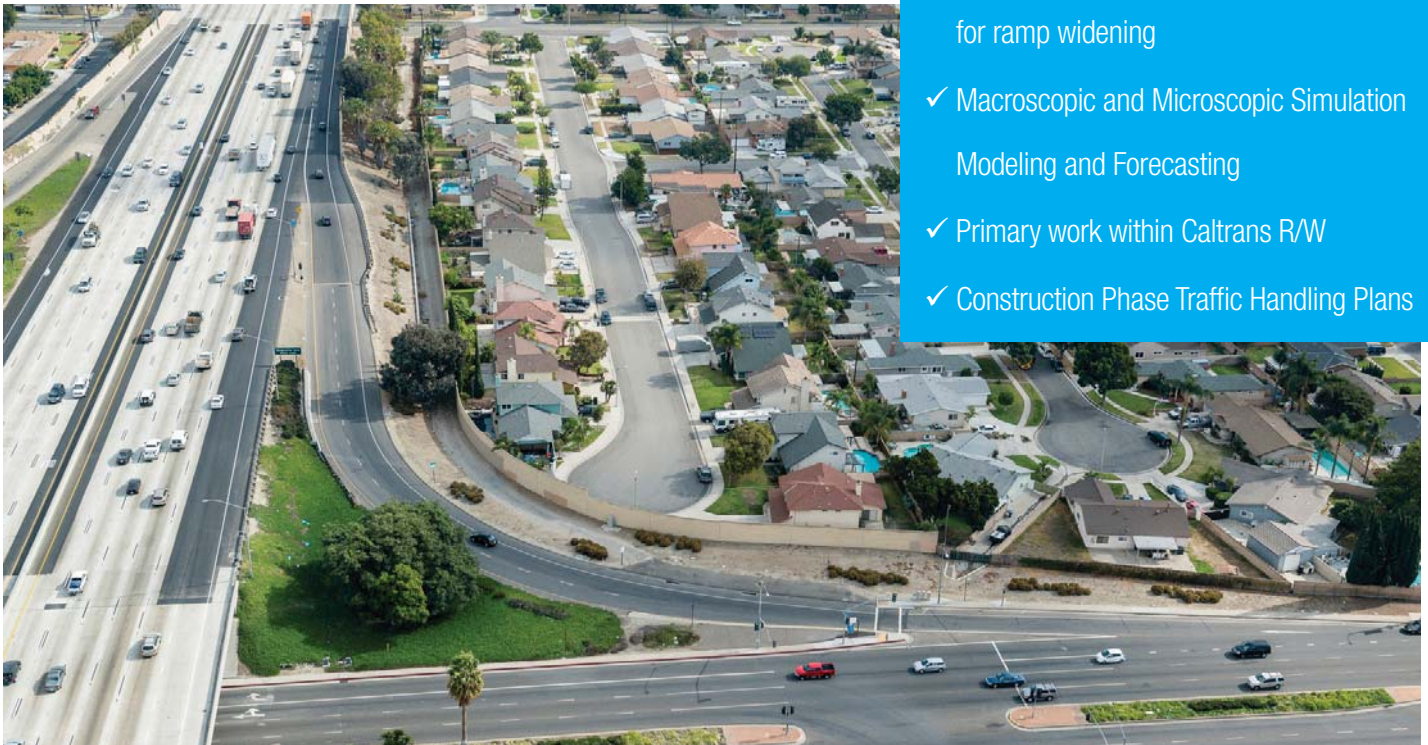
City of Buena Park | 6650 Beach Boulevard, Buena Park, CA 90622 | 714.562.3670

SR-91/BEACH BOULEVARD ENTRANCE RAMP MODIFICATIONS, BUENA PARK, CA (PEER PROCESS)

Kimley-Horn was responsible for the preliminary engineering, environmental documentation, and final design PS&E to widen the northbound Beach Boulevard to eastbound SR-91 entrance ramp. The intent of the project was to increase vehicular storage along the ramp to eliminate backup and resulting congestion along northbound Beach Boulevard. Project elements included roadway design, structural engineering of retaining walls, embankment, drainage improvements, ADA upgrades, ramp meter modifications, and landscape/hardscape improvements. Primary documents prepared to Caltrans District 12 requirements included: PEER, ISA Checklist, Environmental Memorandum, Noise Study, Traffic Operations Analysis, Fact Sheets, Preliminary and Final Design Plans, Specifications and Cost Estimate (PS&E).

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Required effective coordination and interaction with Caltrans District 12 staff for PEER process
- ✓ Traffic Operations and Design for ramp widening
- ✓ Macroscopic and Microscopic Simulation Modeling and Forecasting
- ✓ Primary work within Caltrans R/W
- ✓ Construction Phase Traffic Handling Plans



Client Reference: Nabil Henein, P.E., Director of Public Works/City Engineer

City of Buena Park | 6650 Beach Boulevard, Buena Park, CA 90622 | 714.562.3670



OCTA, PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENTATION FOR 17TH STREET GRADE SEPARATION PROJECT, ORANGE COUNTY, CA

Kimley-Horn completed the preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. This rail line is also used by UPRR and BNSF. The project includes depressing 17th Street and Lincoln Avenue to create an underpass in a congested community of commercial and industrial uses surrounded by residential development. Various alternatives were evaluated to raise the tracks and minimize impacts on adjacent properties. This also includes proposed shoofly track options and addressing relocation of existing universal crossovers. The project is planned for federal funding and required environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Required effective coordination and interaction with Caltrans District 12 environmental staff for technical studies
- ✓ Traffic Operations and Design along a six-lane major arterial



Client Reference: Jason Lee, Project Manager for Rail Capital Programs

Orange County Transportation Authority | 550 S. Main Street, Orange, CA 92868 | 714.560.6282



ALAMEDA CORRIDOR EAST CONSTRUCTION AUTHORITY (ACE), PHASE II GRADE SEPARATIONS PS&E, FULLERTON ROAD GRADE SEPARATION, CITY OF INDUSTRY, CA (PEER PROCESS)

Kimley-Horn provided preliminary engineering, final design PS&E, and construction support services for a new UPRR underpass. As part of this work, Kimley-Horn provided the design and coordination associated with impacts to the SR-60 interchange at Fullerton Road. The work within Caltrans right-of-way required the PEER process for approvals and ultimately the permit. Our team assisted with construction support, which is nearing completion for work within Caltrans right-of-way. As a major subconsultant, Kimley-Horn's work encompassed all roadway design, railroad design/coordination, utility relocations/coordination, traffic control design, traffic studies, and adjacent site civil work.



Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp modifications at the connection with major arterial
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Required effective coordination and interaction with Caltrans District 7 staff for design approvals



Client Reference:

Mark Christoffels, Director
of Capital Projects/Chief Engineer
San Gabriel Valley Council of
Governments | 4900 Rivergrade
Road A120, Irwindale, CA
91706 | 626.962.9292



MCKINLEY STREET GRADE SEPARATION PROJECT, CORONA, CA

(PEER PROCESS)

Kimley-Horn, as part of the Biggs Cardoso Associates team, is providing final design PS&E services for the proposed McKinley Street Grade Separation Project at the BNSF railroad in the City of Corona. Kimley-Horn serves as the primary civil engineer encompassing roadway design, traffic handling, construction staging, utility relocations, drainage, and water quality. The project includes widening McKinley Street from a four-lane to a six-lane facility, raising McKinley Street approximately 30 feet with an arch bridge spanning 291 feet, a new connector road with two new intersections, and complex right-of-way acquisitions. As part of this work, Kimley-Horn is responsible for the design and coordination of improvements to the freeway interchange at SR-91 and McKinley Street. This includes widening the eastbound exit ramp to four lanes, widening McKinley Street and reconfiguring the intersection at the eastbound ramps terminal. The work within Caltrans right-of-way requires the PEER process for approval of Traffic Operations Analysis Report, Water Quality Report, Final Design PS&E, Transportation Management Plan, and associated documents.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp widening
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Required effective coordination and interaction with Caltrans District 8 staff for design approvals



Client Reference: Peter Ramey, Public Works | City of Corona
400 S. Valencia Avenue, Corona, CA 92882 | 951.736.2278



SEAL BEACH BOULEVARD IMPROVEMENTS, SEAL BEACH, CA

Kimley-Horn provided design services to add a third southbound through lane between Saint Cloud Drive and Old Ranch Parkway. This project was implemented to conform to the traffic study recommendations for the adjacent 405/605 HOV Connector Project and to match the number of lanes to the south on the freeway overcrossing structure. This was accomplished through shifting and narrowing the existing raised medians and widening the existing east curb between Lampson Avenue and Saint Cloud Drive. Striping modifications were necessary for proper alignment of lanes along the south leg of the 405 Ramps/Old Ranch Parkway intersection.



Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Local experience in Orange County
- ✓ Major arterial connection with Freeway
- ✓ Traffic Operations and Design along a six-lane major arterial
- ✓ Caltrans District 12 coordination



Client Reference: Michael Ho, P.E., Deputy Director of Public Works/City Engineer | City of Brea, 1 Civic & Cultural Center, Brea, CA 92821-5732 | 714.990.7657

I-10/PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENTS, BEAUMONT, CA (PEER PROCESS)

Kimley-Horn is providing design services to complete a partial freeway interchange. This includes adding a westbound entrance loop ramp, relocating the westbound exit ramp around the new loop ramp, and adding an eastbound exit ramp. Since the estimated construction cost within Caltrans right-of-way is less than \$3M, the PEER process is being implemented. The Team is providing an Interstate Modification Access Report, Pavement Life Cycle Cost Analysis, Drainage Reports, Storm Water Data Report, Geometric Approval Drawings, Fact Sheets, and Preliminary and Final Design PS&E. Kimley-Horn is also coordinating elements of the Traffic Operation Analysis Report, environmental technical studies, and coordinating with Caltrans District 8 for approvals.

Relevance to SR-90/SR-57 SB On-Ramp:

- ✓ Permit Engineering Evaluation Report (PEER) Process
- ✓ Freeway ramp modifications
- ✓ Major arterial connection with Freeway
- ✓ Caltrans District 8 coordination



Client Reference: Jeff Hart, Director of Public Works/City Engineer

City of Beaumont | 550 E. 6th Street, Beaumont, CA 92223 | 951.769.8520



B. PROPOSED STAFFING AND PROJECT ORGANIZATION

TEAM ORGANIZATION

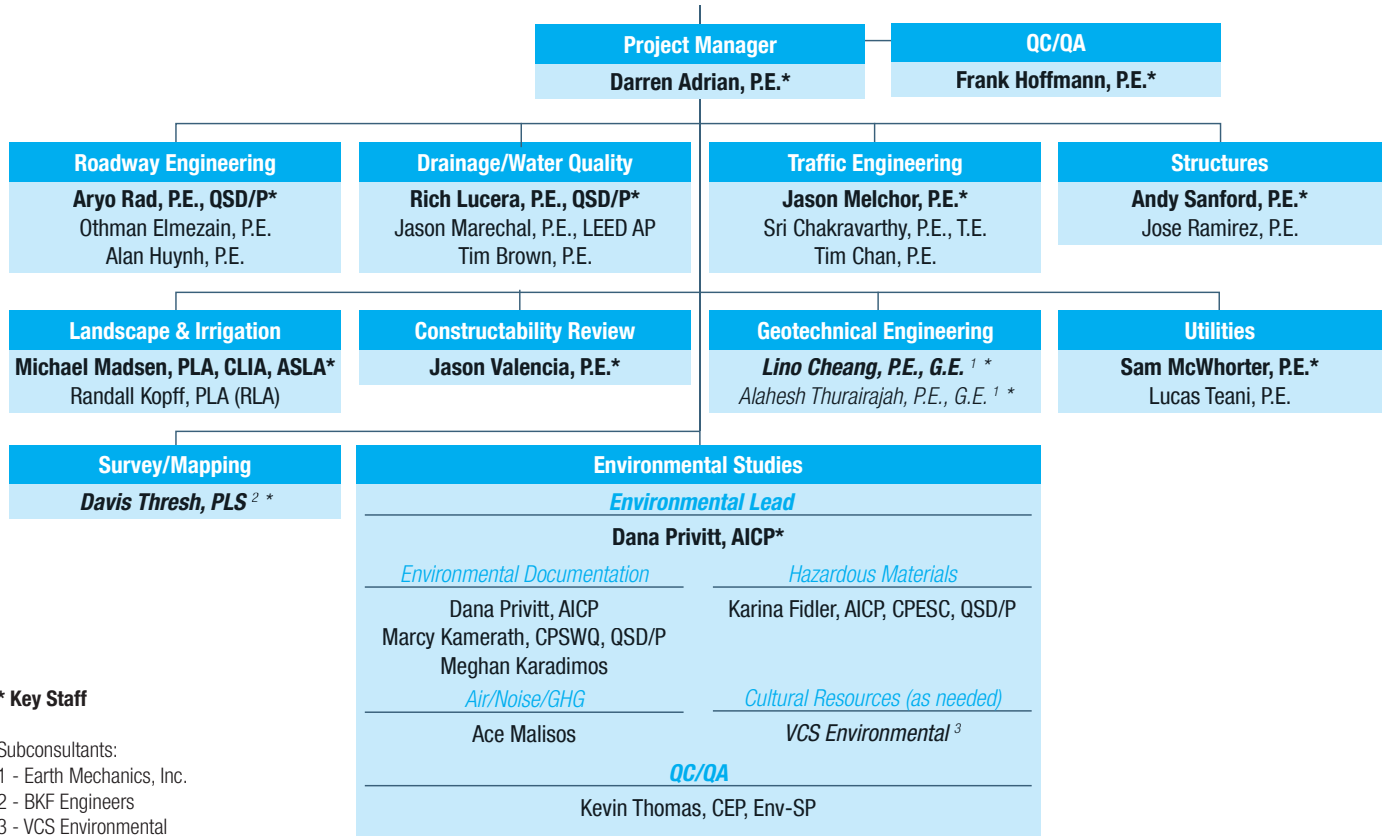
Kimley-Horn's organization structure was established with an understanding of how this team will integrate with the City's team to maintain a timely and successful completion of the Preliminary Engineering, Environmental Studies, and Final Design PS&E. The task leaders and project team were selected based on their abilities to work together to serve the City's needs as a cohesive team. Our project manager, **Darren Adrian, P.E.**, is empowered to call upon any of our resources to seamlessly integrate them into the project. We have assigned local, available, and committed personnel to work with you on this important project. The key staff designated to lead this team have relevant and direct experience from previous and related projects. Kimley-Horn will not remove or replace any key staff without prior written consent from the City. Resumes provided in the pages following the organization chart describe our key team members' experience on similar projects, their education, and specialty expertise for the contract.

BENEFITS OF OUR TEAM

- **Caltrans PEER Process** – The Kimley-Horn Team is unmatched when it comes to the Caltrans Permit Engineering Evaluation Report (PEER) Process for freeway interchange improvements. In recent years, this team has implemented more than six interchange improvements using the PEER Process on local projects in Southern California. Several of these have been constructed, and some are still in progress at various levels of completion. This gives our Team the advantage of recent experience following this type of project all the way through construction, as well as current experience working with rapidly changing requirements and decision-makers at Caltrans on our active work involving the PEER Process.
- **In-House Environmental, Civil/Roadway, and Traffic** – Our staff works together regularly on innovative solutions to optimize opportunities when these disciplines are coordinated. Darren Adrian has routinely collaborated with our in-house environmental staff in his 15-year tenure at Kimley-Horn. He has also worked closely with our Traffic Lead, **Jason Melchor, P.E.**, for this entire period.
- **Innovative Traffic Solutions** – Our traffic staff have experience optimizing corridor operations and safety. They also understand the complexity of freeway ramps interacting with these corridors and the importance of design features along the ramps, such as signage, signalization, metering, and various safety features meeting the requirements of the Caltrans Traffic Safety Systems Guidance. Our staff addresses the Safety Devices Specialist early in the process to anticipate latest requirements to minimize updates late in the design process or changes in the field after the final walk-thru.
- **Working Together** – Our internal team has worked together, along with the identified subconsultant partners, on similar recent projects involving roadway/traffic improvements at freeway interchanges. The knowledge and relationships within this team provides the City with efficiency, committed team members, and valuable lessons learned.

IMPERIAL HIGHWAY (SR-90) at 57 FREEWAY SOUTHBOUND ON-RAMP Project Initiation Document (PID)

ORGANIZATION CHART



* Key Staff

Subconsultants:

- 1 - Earth Mechanics, Inc.
- 2 - BKF Engineers
- 3 - VCS Environmental



RESUMES



DARREN ADRIAN, P.E.

Project Manager ♦ Orange, CA

15 Years with Kimley-Horn

Darren brings over 29 years of professional experience in civil engineering related to planning, design, and construction of improvements on local roads, bridges, and highways. His strengths include implementing and overseeing multidiscipline design and environmental studies related to roadway design, interchanges, grade separations, and new connections in areas with significant constraints. He has extensive experience coordinating project components with Caltrans and local agencies. He has recent experience on projects in Caltrans District 12 and has been involved with all phases of the Caltrans Project Development Process throughout his career.

RELEVANT EXPERIENCE

- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
– Project Manager. Responsible for civil engineering design services to widen the exit ramp from two lanes to four lanes, providing a triple-left turn and shared dual-right turn at the ramp terminal to improve traffic flow and increase vehicular storage along the ramp.
- **SR-91/Beach Boulevard Entrance Ramp Modifications, Buena Park, CA (PEER Process)** – Project Manager. Responsible for the preliminary engineering, environmental documentation and final design PS&E to widen the northbound Beach Boulevard to eastbound SR-91 entrance ramp.
- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA** – Project Manager. Responsible for preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. The project is planned for federal funding and required environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion. Darren worked closely with the City of Santa Ana and Metrolink to obtain concurrence on the design concept and traffic operations during construction to minimize impacts to businesses and residents in a diverse, sensitive community.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State Polytechnic University
- Pomona Professional Civil Engineer in CA #53031 and UT #318105-2202

Current Assignment

- I-10 Bypass – Banning: 10%
- McKinley Grade Separation: 20%
- Mission Bridge: 5%
- Fullerton Grade Separation: 5%

Availability

- 60%



- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA (PEER Process)**
– Civil/Roadway Manager. Responsible for the design of all roadways, utility relocations, traffic studies and civil/sitework. The project is a new underpass grade separation of a major arterial at the UPRR double mainline tracks (LA Subdivision). The project scope included alternatives analysis and final design PS&E. Primary project components included lowering two major arterials; an 80-foot wide embankment to raise the UPRR tracks by approximately 8.5 feet; three bridge structures; and modification of the SR-60/Fullerton Road Interchange. The interchange modifications included widening Fullerton Road, providing tie-back walls and reconstructing the ramp terminals. Darren coordinated with ACE Construction Authority, UPRR, Caltrans D7 and the City of Industry for approvals and is currently working with the Construction Manager and Contractor in construction.
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** – Project Manager. Responsible for the design and coordination of improvements to the freeway interchange at SR-91 and McKinley Street. This includes widening the eastbound exit ramp to four lanes, widening McKinley Street and reconfiguring the intersection at the eastbound ramps terminal. The work within Caltrans right-of-way requires the PEER process for approval of Traffic Operations Analysis Report, Water Quality Report, Final Design PS&E, Transportation Management Plan and associated documents.
- **Seal Beach Boulevard Improvements, Seal Beach, CA** – Project Manager. Kimley-Horn provided design services to add a third southbound through lane between Saint Cloud Drive and Old Ranch Parkway. This project was implemented to conform to the traffic study recommendations for the adjacent 405/605 HOV Connector Project.
- **I-10/Pennsylvania Avenue Interchange Improvements, Beaumont, CA (PEER Process)** – Project Manager. Responsible for providing design services to complete a partial freeway interchange, which includes adding a westbound entrance loop ramp, relocating the westbound exit ramp around the new loop ramp, and adding an eastbound exit ramp.
- **Mission Bridge Replacement, Riverside County, CA** – Senior Roadway Engineer. Darren was responsible for the primary civil engineering components related to preliminary engineering and environmental studies. Currently initiating final design PS&E. Primary responsibilities encompass roadway design, drainage, utilities, traffic and right-of-way acquisitions.
- **I-10 Bypass - Banning to Cabazon, Riverside County, CA** – Deputy Project Manager. Darren is currently responsible for preliminary engineering and environmental services (EIR/Complex EA) for a new three-mile road intended to serve as an emergency bypass for the I-10 freeway. Darren served as the primary contact for processing approvals of the environmental technical studies and EIR/Complex EA through Caltrans D8, Caltrans HQ, and Bureau of Indian Affairs.



FRANK HOFFMANN, P.E.

QC/QA ♦ *Riverside, CA*

13 Years with Kimley-Horn

Frank has over 34 years of diverse experience in civil design and construction management. Project types include private, local, state, and federal working with roadway design and improvement, Bus Rapid Transit, Light Rail Transit, transit support facilities, utility design, water resources, drainage design, and airport construction. His responsibilities include preliminary and final design plan preparation, specifications, cost estimates, supporting technical reports and quality control reviews of these items.

RELEVANT EXPERIENCE

- **I-10/Pennsylvania Avenue Widening, Beaumont, CA** – Lead Roadway Engineer
- **Ontario Ranch Road Widening Project, Ontario, CA (Lewis Group)**
– Project Manager
- **County of Riverside, I-10 Bypass PA&ED, Riverside, CA** – QC/QA
- **Mid-Coast Light Rail Transit project - 100% Final Design Phase, San Diego, CA** – Subconsultant Civil Project Manager
- **Patterson Avenue and Webster Avenue Widening, Perris, CA**
– Lead Roadway Engineer
- **Replacement of North 1st Avenue Bridge, Barstow, CA** – Senior Roadway Engineer
- **McKinley Street Grade Separation, sub to Biggs Cardosa Associates (BCA), Corona, CA** – Lead Roadway Engineer
- **Van Buren Road Widening, Riverside County, CA** – Lead Roadway Engineer
- **SR94 Campo Road Widening, Jamul, CA** – Lead Roadway Engineer
- **LA Metro, SR 138 Corridor PA&ED, North Los Angeles County, CA** – Deputy Project Manager
- **Mission Boulevard Bridge Replacement, Riverside County, CA** – QC/QA

Professional Credentials

- Bachelor of Science, Civil Engineering, Fachhochschule Rheinland-Pfalz
- Professional Civil Engineer in CA #61839 and AZ #42877
- American Society of Civil Engineers (ASCE), Member

Current Assignment

- Ontario, Ontario Ranch Road: 30%
- McKinley Grade Separation: 20%
- I-10 Mt Vernon Interchange: 5%
- Cathedral City Varner Road: 10%
- Mid-Coast LRT: 10%

Availability

- 25%



ARYO RAD, P.E., QSD/P

Roadway Engineering Task Lead ♦ Orange, CA

3 Years with Kimley-Horn

Aryo has 22 years of civil engineering and construction management experience related to municipal and transportation projects. His range of project experience includes planning, permitting, design, bidding and construction of roadways, storm drains, traffic, and transportation in Southern California, specifically for cities in Orange, Los Angeles, and Riverside Counties. He has led complex multidisciplinary transportation and roadway projects with a track record of successful implementation. Aryo has experience in working with public works and planning departments for more than 20 municipalities in Southern California and assisting them with their roadway improvement and street widening projects. His work with the City of Brea on several projects in recent years provided him with a unique understanding of the City's goals, needs, and challenges. His expertise in developing and implementing creative, cost-effective, and sustainable solutions for municipal infrastructure projects is directly applicable to this project.

RELEVANT EXPERIENCE

- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
— Project Engineer
- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA (PEER Process)** — Project Engineer
- **South Main Street Corridor Improvements, Santa Ana, CA** — Project Manager
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** — Project Engineer
- **Warner Ave Street Improvements, Santa Ana, CA** — Deputy Project Manager
- **Gene Autry Way Improvements, Anaheim, CA** — Quality Control Manager
- **Ramona Boulevard and Valley Boulevard Intersection Improvement, El Monte, CA** — Project Manager
- *** SR 60 and Redlands Blvd Interchange WB Ramps Improvements, Moreno Valley, CA** — Project Manager

**Prior to joining Kimley-Horn*

Professional Credentials

- Master of Science, Civil Engineering, California State University, Fullerton
- Master of Science, Systems Engineering, Industrial Management Institute
- Bachelor of Science, Civil Engineering, Azad University, Tehran
- Professional Civil Engineer in CA #81231
- Qualified SWPPP Developer/Practitioner #81231

Current Assignment

- Main Street Improvements: 10%
- Warner Avenue: 10%
- Ramona Blvd Improvements: 10%

Availability

- 70%



RICH LUCERA, P.E., CFM, QSD/P

Drainage/Water Quality Task Lead ♦ San Diego, CA

5 Months with Kimley-Horn

Rich is a recognized industry leader with over 28 years of experience in the fields of civil engineering, stormwater design, and water quality analysis. He brings specialized expertise with hydrology/hydraulics, BMP design and construction, drainage infrastructure, stormwater permit compliance, feasibility studies, plan checking, and third-party review gained from successful projects completed for numerous California municipalities, counties, schools, Caltrans, private developers, and the U.S. Navy. He has over a decade of experience providing service to Caltrans on numerous, multi-year stormwater assistance contracts tackling challenges associated with water quality, hydrology, hydraulics, and regulatory compliance.

RELEVANT EXPERIENCE

- **SR 57 Northbound Widening (Orangethorpe to Yorba Linda Blvd), Orange County, CA** – Drainage Discipline Lead
- **Roberts Ranch Channel Stabilization Pilot Project, Pauma Valley, CA**
– Project Manager
- **SR 67 Drainage Channel at Woodside Avenue, San Diego County, CA**
– Drainage Discipline Lead
- **Caltrans Statewide Stormwater Modeling Technical Guidance, Statewide, CA** – Project Manager
- **National Cooperative Highway Research Program Project 25-40 Evaluation of Whole Life Stormwater BMP Performance, Nationwide**
– Contributing Researcher and Author
- ***City of San Diego Stormwater Standards Manual Update, San Diego, CA** – Project Manager
- ***Pacific Highway and Laurel Drainage Design, San Diego, CA** – Project Manager

**Prior to joining Kimley-Horn*

City of Brea • RSRD77040.19

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Delaware
- Master of Engineering, Environmental Engineering, Pennsylvania State University
- Professional Engineer in CA #58089
- Certified Floodplain Manager
- Qualified SWPPP Developer/Practitioner in CA #00043

Current Assignment

- East Avenida Cordoba Drainage Improvements: 10%
- LAX ConRAC Facility: 10%
- Hale Avenue Resource Recovery Facility: 10%
- McKinley Storm Drain Improvements: 10%
- I-10 Bypass: 10%

Availability

- 50%



JASON MELCHOR, P.E.

Traffic Engineering Task Lead ♦ Orange, CA

21 Years with Kimley-Horn

Jason has 21 years of experience in traffic engineering and transportation planning. He has worked with clients in Orange, Riverside, Los Angeles, and San Diego Counties on traffic engineering projects such as traffic signal designs, signing and striping, traffic control, and signal interconnect design plans. He has prepared traffic impact studies and performed the technical analysis for a variety of transportation planning projects including transit analysis and circulation studies. Jason has experience working with a variety of traffic engineering software programs and computer design packages.

RELEVANT EXPERIENCE

- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA**
– Project Engineer
- **ACE, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA** – Project Engineer
- **SR-91/Beach Boulevard WB Exit Ramp, Buena Park, CA (PEER Process)**
– Project Engineer
- **SR-91/Beach Boulevard Entrance Ramp Modifications, Buena Park, CA (PEER Process)** – Project Engineer
- **Seal Beach Boulevard Improvements, Seal Beach, CA** – Project Engineer
- **McKinley Street Grade Separation Project, Corona, CA (PEER Process)** – Project Manager
- **East Coast Highway Signal Rehabilitation Design, Newport Beach, CA** – Project Manager
- **I-10/Pennsylvania Avenue Interchange Improvements, Beaumont, CA (PEER Process)** – Project Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering; Specialization in Transportation, University of California, Irvine
- Professional Engineer in CA #C65218
- Institute of Transportation Engineers
- Orange County Traffic Engineering Council

Current Assignment

- McKinley St. Grade Separation: 20%
- Pedley Road at Jurupa Road Intersection Improvements: 15%
- NEC Vermont Avenue at Manchester Avenue Off-site Traffic Design: 15%

Availability

- 50%



ANDREW SANFORD, P.E.

Structures Task Lead ♦ San Diego, CA

2 Years with Kimley-Horn

Andrew has over 31 years of professional experience, including six years with Caltrans as a Project Engineer. He has been involved in a variety of transportation planning, bridge design, retrofit analysis and design, and structure construction projects. He has an extensive background in the preparation of planning documents, including Project Study Reports (PSRs) and Project Reports (PRs), and has been part of multiple-agency planning committees. Andrew has developed project specifications utilizing the base standard special provisions for both Caltrans and locally funded projects. These projects involved the coordination of federal, state, and local agencies.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Engineer in CA #49671

Current Assignment

- Pedestrian Bridge Repair: 30%
- Yucca Avenue Retrofit: 30%

Availability

- 40%

RELEVANT EXPERIENCE

- ***Riverside County Transportation Department (RCTD), I-10/Sunset Avenue Grade Separation, Banning, CA**
– Bridge Task Lead
- ***RCTD, I-215/Van Buren Boulevard Interchange, Riverside, CA** – Structural Task Lead
- ***North First Avenue Barstow Overhead, Barstow, CA** – Project Manager
- ***Palm Avenue/I-805 Interchange and Bridge Widening, San Diego, CA** – Project Manager
- ***I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services, San Diego, CA**
– Structural Engineer
- ***Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA**
– Structural Engineer
- ***Ontario Airport, Design-Build - FedEx, Ontario, CA** – Structural Engineer
- ***Port of Oakland, Oakland International Airport, North Field Runway Safety Area (RSA) Improvements, Oakland, CA** – Structural Engineer

**Prior to joining Kimley-Horn*



MICHAEL MADSEN, PLA, CLIA, ASLA

Landscape & Irrigation Task Lead ♦ San Diego, CA

15 Years with Kimley-Horn

Michael has more than 18 years of landscape architectural experience in master planning, streetscapes, site design, pool and amenity areas, and planting and irrigation design. His background includes coordinating multidisciplinary design projects involving landscape architecture, urban planning, architecture, civil engineering, roadway design, and transportation. Michael has a passion for people spaces and seeks opportunities for environmental education in his designs for the public and private realm. He strives to use plant palettes that combine aesthetics with a sensitivity towards efficient water use by pulling in native and adaptive species.

RELEVANT EXPERIENCE

- **OCTA, Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA**
– Landscape Architect
- **Alameda Corridor East Construction Authority, Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA**
– Landscape Architect
- **Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED, Alameda County, CA** – Landscape Architect
- **Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Landscape Architect
- **SR 94 Improvements - NEPA, EIR, PA/ED, and PS&E (Jamul Indian Village), Jamul, CA** – Landscape Architect
- **I-215/Van Buren Blvd Interchange PA&ED and PS&E Phases, Riverside County, CA** – Landscape Architect

Professional Credentials

- Master of Landscape Architecture, Landscape Architecture, University of Florida
- Bachelor of Science, Business Administration, Florida State University
- Professional Landscape Architect (PLA) in CA #5798, WA #1477, FL #LA6666994, BC #534
- Certified Landscape Irrigation Auditor (CLIA) #92638

Current Assignment

- Alameda CTC, I-880 Interchange Improvements (Winton Ave/A St) PID and PA&ED: 10%
- Water Reclamation Recreation Facility: 25%
- Millenia Park: 20%
- LA Metro Beautification: 15%
- Avalon Blvd, Carson: 10%
- Ross Building Extension: 5%

Availability

- 15%



JASON VALENCIA, P.E.

Constructability Review Task Lead ♦ San Diego, CA

14 Years with Kimley-Horn

Jason has over 21 years of experience in civil engineering and the preparation of plans, specifications and estimates. Jason is very familiar with Caltrans standard manuals such as Highway Design Manual, CT Traffic Manual, MUTCD, Construction Manual and other current Caltrans manuals; and is knowledgeable in the project development process. Formerly employed with Caltrans District 11, he brings considerable experience in transportation engineering and design. He has been involved in major Caltrans projects in both design and construction. He is also experienced in preliminary engineering, developing design alternatives and estimates for inclusion in PSRs and PRs. While at Caltrans, Jason participated in the Project Engineer Academy, asphalt roadbed studies, and various safety training classes.

Professional Credentials

- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in CA #C63263

Current Assignment

- I-10 Mt. Vernon Interchange: 20%
- Voigt Drive PS&E: 20%

Availability

- 60%

RELEVANT EXPERIENCE

- **I-215/Van Buren Boulevard Interchange - PA&ED, PS&E, Riverside County, CA** – Project Engineer
- **I-10/Sunset Avenue Interchange Grade Separation, Riverside County, CA** – Project Engineer
- **Caltrans D11, I-805 Managed Lanes South, Alignment Studies for Unit 3 PA&ED Support, San Diego, CA** – Task Manager
- **Caltrans D11, Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Project Manager
- **Caltrans D11, Clairemont Mesa Boulevard/SR 163 PSR/PR/ED & PS&E, San Diego, CA** – Project Engineer
- **North 1st Avenue Bridge Replacement PSR/PDS, PA&ED, Barstow, CA** – Project Manager
- **Program Management Services for Measure R Highway Equity Program, Lancaster, CA** – Project Engineer
- **I-215 at Cactus Avenue PSR Interchange Improvements, Moreno Valley, CA** – Project Engineer
- **I-5/Genesee Avenue Interchange PA&ED, PS&E and Construction Phase Services (CPS), San Diego, CA** – Project Engineer
- **I-5 North Coast - PA&ED and PS&E, San Diego, CA** – Project Engineer



SAM MCWHORTER, P.E.

Utilities Task Lead ♦ *San Diego, CA*

22 Years with Kimley-Horn

Sam has 22 years of experience providing engineering services on a variety of civil projects. His experience includes designing and managing projects involving storm drain systems, complex large watershed hydrologic analysis, river hydraulic modeling, detention basin design, water quality BMP design, scour analysis, sedimentation and master planning. He has worked on a variety of public works and private projects and has a strong base knowledge of the permitting requirements. He provides assistance from conceptual project planning through detailed design and project implementation.

RELEVANT EXPERIENCE

- **I-215/Van Buren Boulevard Interchange Overcrossing and Overhead, Riverside County, CA** – Drainage Task Manager
- **I-10 Bypass PA&ED, Riverside County, CA** – Drainage Task Manager
- **I-10/Sunset Avenue Interchange and Railroad Grade Separation Bridge, Banning, CA** – Drainage Task Manager
- **Mission Bridge Replacement, Riverside County, CA**
– Water Resources Task Manager
- **I-5/Genesee PA&ED, PS&E, and Construction Phase Services, San Diego, CA** – Drainage Project Engineer
- **SR 76 Widening from Melrose Drive to South Mission Road PS&E Support, San Diego County, CA**
– Drainage Task Manager
- **Voigt Drive/I-5 North Coast Corridor (NCC) Improvements (PS&E), San Diego, CA** – Drainage Project Engineer
- **US 101 and Palo Comado Canyon Road PA&ED, Agoura Hills, CA** – Drainage Task Manager
- **Safari Park Water Pipeline Upgrades, Escondido, CA** – Project Manager

Professional Credentials

- Master of Science, Civil Engineering (Water Resources), San Diego State University
- Bachelor of Science, Civil Engineering, San Diego State University
- Professional Engineer in CA #61788

Current Assignment

- Oceanside Water Sewer: 15%
- Rialto Frisbie Park: 15%
- Trampas Extension: 10%
- Safari Park Grant Support: 15%

Availability

- 45%



DANA PRIVITT, AICP

Environmental Task Lead ♦ Orange, CA

5 Years with Kimley-Horn

Dana is an environmental planner with more than 30 years of experience focused on environmental analysis in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), planning and environmental entitlement strategy, project management, staff support services, and planning documentation for multi-issue development and infrastructure projects. Her projects include large- and small-scale urban infill and greyfield developments; public infrastructure; policy programs; and public-sector support staff services. Dana has conducted CEQA training in coordination with the Association of Environmental Professionals, as well as for Newport Beach and the University of California, Irvine. Throughout her career, Dana has continued to work and collaborate with a diverse group of public and private planners, developers, and local government agencies.

Professional Credentials

- Bachelor of Arts, Social Ecology, University of California, Irvine
- American Institute of Certified Planners (AICP) #009036

Current Assignment

- UC Irvine, Irvine Campus Medical Complex EIR: 30%
- Olive Grove EIR: 20%

Availability

- 50%

RELEVANT EXPERIENCE

- **Brea Place Addendum to the General Plan EIR, Brea, CA** – Project Manager
- **Gene Autry Way Improvement Project, Anaheim, CA** – Environmental Project Manager
- ***The Ranch Plan Environmental Impact Report, Orange County, CA** – Co-Project Manager
- **Ramona Boulevard/Valley Boulevard Improvements IS/MND, El Monte, CA** – Environmental Project Manager
- **Ramona Boulevard Resurfacing Project Categorical Exemption, El Monte, CA** – Environmental Project Manager
- ***Edinger Avenue Bridge Over Bolsa Chica Channel Replacement Project IS/MND, Huntington Beach and Seal Beach, CA** – Project Manager
- **I-10 Banning Bypass Road, Banning, CA** – Environmental Support
- **Main Street Corridor Improvement Project, Santa Ana, CA** – Environmental Project Manager
- **Lower Ortega Highway (SR-74) Widening IS/MND, San Juan Capistrano, CA** – Co-Project Manager
- **Caltrans District 12 On-Call Environmental Services Contract: 2006-2008** – Project Manager

**Prior to joining Kimley-Horn*



LINO CHEANG,

Geotechnical Engineering Task Lead ♦ Fountain Valley, CA
30 Years with EMI

Mr. Cheang has provided foundation design for close to 1,000 new, replaced, and widened structures, statewide, for various transportation and public works agencies. These structures include railroad bridges, major water crossings, long viaducts, and overcrossings and undercrossings at major interchanges. He is very familiar with Caltrans design philosophy and criteria, and the review process. He has worked closely with civil and structural engineers to develop and refine cost-saving schemes for foundations. He has designed roadway embankments and pavement structural sections for Caltrans facilities, statewide. His philosophy for roadway embankment design is to use realistic soil strength parameters to avoid the need for extensive earthwork mitigations. He is familiar with pavement design methods published in the Caltrans Highway Design Manual.

RELEVANT EXPERIENCE

- **I-5 Central HOV from SR-55 to SR-57 PA/ED, OCTA, Santa Ana & Orange, CA** – Geotechnical Principal/Project Manager
- **I-5 Improvements from North of I-405 to SR-55 PA/ED, OCTA, Irvine & Tustin, CA** – Geotechnical Principal/Project Manager
- **SR-57 NB, Orangethorpe to Yorba Linda Boulevard, OCTA, Orange County, CA** – Project Manager
- **SR-57/SR-60 Confluence, City of Industry, City of Industry, CA** – Geotechnical Manager
- **I-5 HOV Segments 1-3, OCTA, Orange County, CA** – Geotechnical Principal/Project Manager
- **HOV Lanes, Caltrans, San Bernardino, Riverside, Los Angeles and Orange Counties, CA** – Geotechnical Principal/Project Manager

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Texas, Austin
- Master of Science, Civil Engineering, University of Texas, Austin
- Civil Engineer in CA #41401
- Geotechnical Engineer in CA #2345

Current Assignment

- SR-55 Improvements: 10%
- SR-57/SR-60 Confluence: 10%
- EB SR-91/Atlantic Ave. to Cherry: 10%

Availability

- 70%



DAVIS THRESH, PLS

Survey/Mapping Task Lead ♦ Newport Beach, CA
29 Years with BKF

Mr. Thresh has provided field surveying services, overseen topographic and control surveys, construction staking, and right-of-way mapping for numerous transportation projects. His 36 years of experience in right-of-way engineering and surveying will prove invaluable to the Project's success. Davis has been the lead surveyor in numerous large scale transportation projects including grade separations, highways, and bridges which required right-of-way requiring surveys, right-of-way engineering and mapping, and right-of-way acquisition document preparation. His responsibility involves project management of all survey projects including scheduling, budget tracking, dispatching, supervision of crews, and coordination of the office and field surveyors.

RELEVANT EXPERIENCE

- **McKinley Street Grade Separation, Corona, CA** – Principal/Survey Manager
- **Mount Vernon Viaduct Project, San Bernardino, CA** – Principal/Survey Manager
- **Gerald Desmond Bridge, Port of Long Beach, CA** – Principal/Survey Manager
- **Firestone Bridge Replacement, Norwalk, CA** – Principal/Survey Manager
- **ACTC 7th Street Grade Separation East PS&E, Oakland, CA** – Principal/Survey Manager
- **Bernal at I-680 Interchange PS&E, Pleasanton, CA** – Principal/Survey Manager
- **Highway 9/University Ave. Intersection Improvement, Los Gatos, CA** – Principal/Survey Manager
- **San Mateo Rte. 101 Design Build, San Mateo, CA** – Principal/Survey Manager
- **VTA Ramp Metering - SR17- SR237-US101, San Jose, CA** – Principal/Survey Manager

Professional Credentials

- Surveying, Diablo Valley College, Pleasant Hill
- Professional Land Surveyor in CA #6868
- California Land Surveyors Association, Member

Current Assignment

- McKinley Street Grade Separation: 30%
- Mount Vernon, SBCTA: 20%
- Laguna Cliffs Marriott Resort: 25%

Availability

- 25%



C. DETAILED WORK PLAN

APPROACH

BACKGROUND

We understand the City is interested in widening the existing ramp from eastbound Imperial Highway (SR-90) to southbound Orange Freeway (SR-57) to provide a two-lane entrance that will help facilitate traffic coming from the Brea Mall. Currently, southbound freeway access from the mall is from dual left-turn lanes along Randolph Avenue and State College Boulevard onto Imperial Highway.

Once on Imperial Highway, this traffic must weave to the right and merge into a single lane in close proximity of the ramp. With over 1,600 through vehicles per hour and nearly 900 vehicles per hour using this ramp in the evening peak hour, the single lane with short merging distances causes backup, overall poor operation, and results in delays. Future expansion of the mall as a mixed-use development site will increase these volumes and result in further delays. Widening to a two-lane entrance for the ramp will provide more vehicular storage, reduce weave and merge maneuvers, and better accommodate the dual left-turn lanes coming from the mall. It will also provide additional vehicular storage behind the ramp meter entering SR-57.



Today, traffic backs up along Imperial Highway to Randolph Ave for those traveling south on SR-57

We also understand that Caltrans District 12 (D12) has concurred with this issue and the proposed solution, supporting the project with their letter to the City dated October 30, 2019. This is significant since both SR-90 and SR-57 are Caltrans facilities.





CALTRANS PROCESS

The Caltrans letter also points out that the Project will be subject to their design policy and guidelines. Caltrans Project Development and Procedures Manual (PDPM) Chapter 9, Article 8 - Project Initiation Process for Projects Funded by Others provides two types of processes to follow: **1) Permit Engineering Evaluation Report (PEER) and 2) Project Study Report – Project Development Support (PSR-PDS)**. The PEER is used when a project is considered non-complex and construction cost for work within State right-of-way is less than \$3M. A PSR-PDS is used when the project is considered complex or if the construction cost is greater than \$3M. The PEER process is also referred to as the Streamlined Oversight Process (SOP) due to the fact that it provides a greatly simplified process that is appropriate for a smaller, non-complex project.

It essentially provides project initiation, preliminary engineering/environmental approvals, and final design PS&E in one process. The PSR-PDS process is intended to evaluate large, complex projects requiring alternatives evaluation and stakeholder concurrence before moving into the next phases. After approval of the PSR-PDS, this will typically involve separate phases for Preliminary Engineering/Environmental approvals (PA/ED) and Final Design PS&E. Each of these three phases typically takes one to two years to complete.

Since the improvements to add a lane are straightforward, Caltrans has already concurred with the concept and there are no alternatives to evaluate, this Project clearly fits under the Caltrans' definition of non-complex projects. In addition, construction cost is anticipated to be under \$3M. For these reasons, we believe the Project should follow the PEER process. This would be consistent with what our Team has done on several projects in the past, and what we are currently implementing with Caltrans Districts 12, 7, and 8.

Our approach to managing this process for approvals with Caltrans is based on the following:

- Obtain Caltrans consensus on the process and establish contacts as part of the Project Kick-Off Meeting or as one of the first orders of work.
 - Include staff to the extent possible in development of the widening geometrics and specific features needed.
- Maintain documentation related to this project.

A PSR-PDS process is intended

for complex projects with

construction costs greater than

\$3M. A PEER process is for non-

complex projects with construction

cost less than \$3M.

SR-90/SR-57 SB Ramp Widening

✓ Non-Complex & Caltrans Support

✓ Construction Cost < \$3M

- A PEER process is appropriate -



- Develop a Project Description in conjunction with Caltrans Environmental staff and City staff.
- Submit the Preliminary Environmental Analysis Report (PEAR) to Caltrans early and obtain approval.
- Work with Caltrans Environmental Disciplines to obtain approvals of each technical study. If necessary, conduct a workshop with Reviewers to obtain clarification and update studies/narrative.
- Document non-standard features through the Caltrans Design Standard Decision Document (DSDD) process.
- Develop elements of the final PS&E in parallel to the environmental approvals and adjust, if necessary, based on the findings.
- Finalize PS&E and obtain approvals using a similar workshop approach, if necessary.

Coordination Elements

Critical for Success

1. *Design must maintain coordination with environmental so that all studies utilize current information.*
2. *Design disciplines must remain coordinated through interdisciplinary reviews*

PROJECT FEATURES

Based on our initial observations, we believe that the widening can begin along Imperial Highway just east of State College Boulevard to create a straight tangent section along the on-ramp with widening through a portion of the large curve. Improvements will end before the existing maintenance pullout. Outer edge conditions will be evaluated as a result of the widening for slopes versus walls, but we initially believe that a wall will minimize impacts to the existing planted area within Caltrans right-of-way. Permanent right-of-way acquisition does not appear necessary, and at most, a temporary construction easement may be needed within the adjacent parking lot.

New sidewalk was recently added in the project area to connect with the SR-57 Freeway structure sidewalk. Our approach will be to maintain this new facility wherever possible. At a minimum, a new ADA compliant sidewalk will be needed along the ramp in areas of widening. This configuration of the ramp as a multi-lane in a relatively higher speed area with significant traffic is typically undesirable for pedestrians and bicyclists. Since this is the only feasible solution, our Team will work closely with D12 staff to provide the latest safety features for all modes of travel in compliance with the *Highway Design Manual, California MUTCD and Caltrans Traffic Safety Systems Guidance*.

See Opportunities and Constraints Map on the following page for a graphic depiction of these features and additional notes.





ENVIRONMENTAL

The environmental technical studies are anticipated to be fairly straightforward and support the anticipated Categorical Exemption (CE) for CEQA compliance. Our approach will be to obtain Caltrans concurrence early on the PEAR and then initiate technical assessments, as needed, according to the latest Standard Environmental Reference (SER) guidance and templates. Based on our understanding of the project and our experience on other similar projects, we expect air quality, greenhouse gas emissions, noise, and cultural resources to be routine with no adverse impacts. Aerially Deposited Lead (ADL) is likely present, and a handling plan will be developed and

implemented. Potential waters of the U.S. and the State, wetlands, and sensitive plants within or adjacent to the Caltrans right-of-way will be determined, and if present, can most likely be avoided. While the site would be space constrained, water quality concerns are anticipated to be addressed with standard Construction BMPs.

CONSTRUCTION STAGING

Maintaining traffic during construction will be paramount in this location. Based on similar ramp widenings our Team has designed, we anticipate maintaining a single lane open along the ramp by shifting the traffic and providing a K-rail for the contractor to work behind. Contractor access on one or both sides of the construction area will be necessary with the goal of minimizing impacts to the existing planted areas where possible. Short-term lane closures will be necessary and designated during non-peak hour traffic. Several overnight closures will be necessary in coordination with the Construction Zone Enhanced Enforcement Program (COZEEP) and augmented by an area Detour Plan.

PROJECT MANAGEMENT

Our approach to management is very specific and intentional. Our Project Manager, Darren Adrian, will oversee the work to assure the multidisciplinary team is coordinated with Caltrans and the City. Darren will be assisted by a designated specialist (key personnel) within each discipline that will help with day-to-day communications. What sets our team apart is that our key personnel have extensive knowledge of Caltrans procedures and standards on a PEER project and have developed working relationships with their counterparts.



In order to maintain a CE for CEQA, the project will need to avoid environmental impacts including potential waters of the U.S. and State, wetlands, and sensitive plants.



Our Team, including subconsultants, will hold weekly meetings during times of high production to coordinate between disciplines. We use Skype video conferencing for those who are not physically present to share graphic content and data. We also have a central electronic filing system that is used by all Kimley-Horn staff. Files designated for coordination are shared with internal team members and subconsultants through our ShareFile database system that the entire team has access to. This assures every team member can quickly access the approved (or latest) studies and information.

Our team will maintain a Microsoft Project Master Schedule and provide updates each month. This will clearly indicate tasks, relationships, and critical path with target dates and actual work completion for monitoring.

Similarly, we will track our budget by task and plan accordingly for each phase of work through our internal MIS. This allows the team to track budgets in real time to prevent overruns and accurately plan for staffing needs.

And finally, an effective Quality Management System (QMS) will be implemented to assure high quality deliverables. Our team has an established QMS for roadway projects that nearly every team member, including subconsultants, have implemented together on similar projects. This involves a thorough process for Independent Reviews (Level 1), Interdisciplinary Reviews (Level 2), and when needed, Specialized Reviews (Level 3).

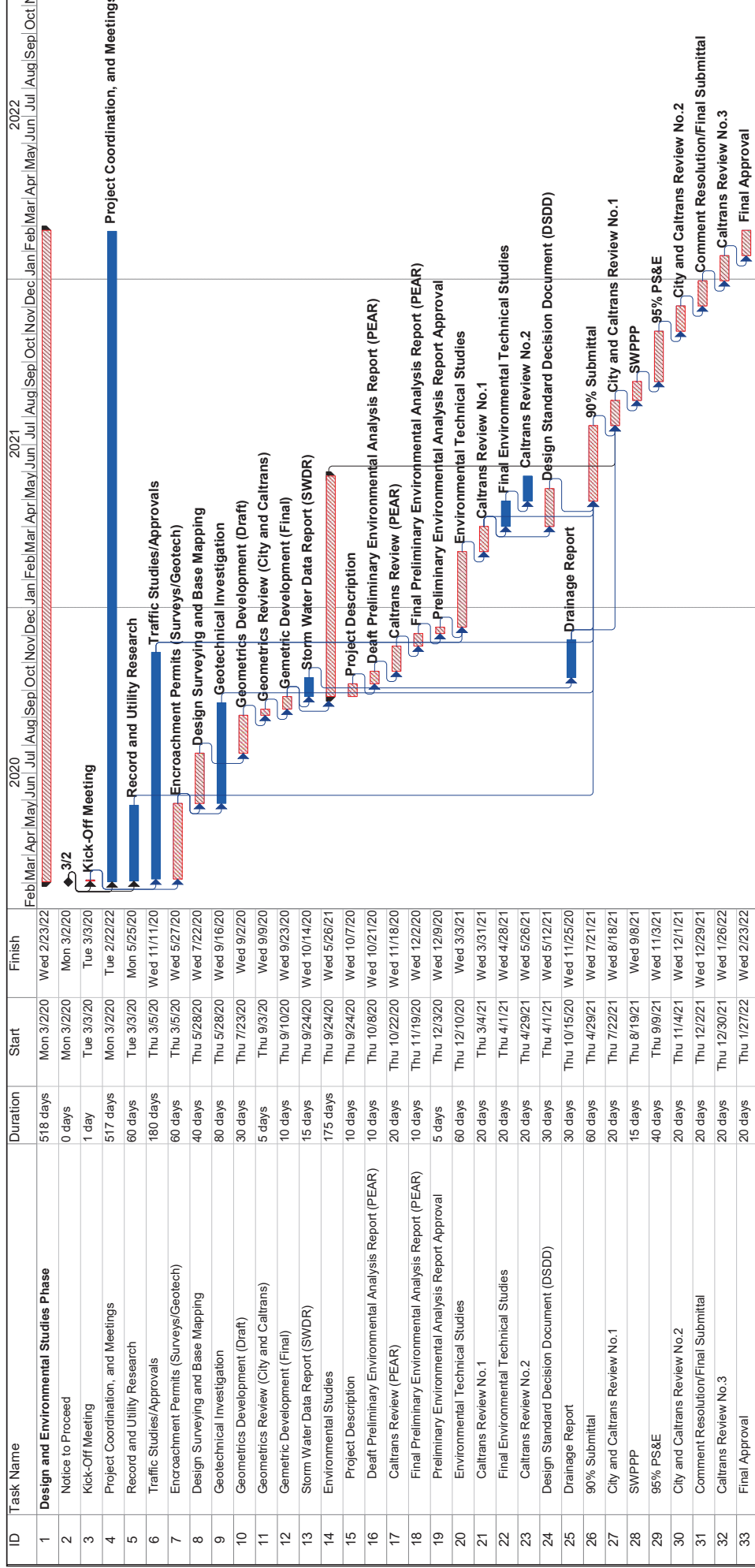




IMPERIAL HIGHWAY (SR-90) at 57 FREEWAY SOUTHBOUND ON-RAMP Project Initiation Document (PID)

PROJECT SCHEDULE

Based on our understanding of the Project and experience on similar projects, we anticipate the schedule below. Our intent is to review this with the City and finalize into the master schedule with monthly updates as indicated above.





April 28, 2020

Mr. Michael S. Ho, P.E.
Deputy Director/City Engineer
Public Works Department – Engineering Division
1 Civic & Cultural Center
Brea, CA 92821-5732

RE: Proposal for Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project
Initiation Document (PID)

Dear Mr. Ho:

Kimley-Horn and Associates, Inc. (KHA) is pleased to submit this proposal to the City of Brea (City) for providing environmental and engineering services for the above-mentioned project. Our understanding, scope of services, schedule and fee to perform these services are below.

Understanding

The City of Brea is planning to improve traffic circulation around the Brea Mall and enhance access to the 57 Freeway through widening of the southbound on-ramp from SR-90 to SR-57 resulting in a two-lane entrance from SR-90.

Since the construction cost magnitude is expected to be less than \$3M, and the project is considered non-complex by Caltrans, we understand the process will follow the Permit Engineering Evaluation Report (PEER). At this time, the City is requesting services through environmental clearance and considering this to be the PID.

Scope of Services

Tasks below are intended to generally follow Caltrans format as described. We assume a twelve-month schedule beginning April 2020 with design services completed by March 2021. Any references to “Consultant” shall mean Kimley Horn and Associates, Inc. and its subconsultants. References to “City” shall mean the City of Brea. “Project” Shall mean Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp Project.

Task 1: Project Management and Meetings

The Consultant Team will provide project management and coordination. The following management and administrative duties will be performed:

Supervise project staff, subconsultants, coordinate, and monitor work for conformance with set standards and policies.

- Conduct internal meetings with project staff and subconsultants.
- Prepare, circulate, and file correspondence and memoranda.
- Maintain Project files using specified Project Filing System.

Consultant will conduct monthly conference calls to keep City staff updated and will prepare monthly progress reports, as part of the invoice package. We will conduct in-person meetings and provide pertinent meeting agendas, minutes and action items for up to three meetings as follows:

- One kickoff meeting
- Two focus meetings

Project Schedule

As part of this task, a Gantt Chart format Target Schedule based on Critical Path Method (CPM) will be provided showing primary tasks and review periods/processing, as agreed with the City. Consultant will maintain a Progress Schedule showing actual progress versus target and provide to the City on a monthly basis.

Deliverables: Meeting agendas, meeting minutes, action items, progress reports, invoicing, draft target schedule, monthly updated schedule.

Task 2: Record Research

Obtain and review readily available record drawings and other data relevant to the design. This consists of obtaining readily available information from the City, Caltrans and impacted utility companies.

Task 3: Field Observation

Perform a field observation to field check and document visible conditions relevant to the design. This consists of observing existing hardscape, surface utility features and other constraints found within the project area. Obtain key photographs and field notes necessary for the scope of work described herein.

Task 4: Traffic Operation Study

Provide a Traffic Operations Analysis Report (TOAR) encompassing the southbound entrance ramp and intersections along Imperial Highway at State College Blvd. and the southbound exit ramp. Subtasks entail:

Task 6.1: Traffic Methodology Memorandum

Prepare Traffic Methodology Memorandum to document the methodology to be used for the TOAR. The memorandum will describe the analysis requirements, assumptions and analysis tools.

Task 6.2: Traffic Volume Forecasting Report

Obtain AM and PM peak hour traffic counts along the southbound entrance ramp and at the above-mentioned intersections. Obtain 24-hour counts along Imperial Highway in the project area and the southbound entrance ramp. Prepare a Traffic Volume Forecasting Report to show traffic volumes based on obtained counts and published growth percentages for existing, opening year and horizon year conditions.

Task 6.3: Traffic Operations Analysis Report

Prepare a TOAR to provide an evaluation of the intersections and roadway network in the vicinity of the Project for existing, opening and horizon year conditions. This will consist of intersection HCM analysis for the two intersections stated above. It will also evaluate weaving along eastbound Imperial Highway at the entrance ramp; capacity of this ramp; metering analysis; and merge analysis for this ramp onto the 57 Freeway.

Deliverables: Traffic Methodology Memorandum, Traffic Volume Forecasting Report, Draft and Final Traffic Operation Study Report

Task 5: Environmental Studies

Task 5.1 Preliminary Environmental Analysis Report (PEAR)

The PEAR will be prepared according to the latest template available in Caltrans' Standard Environmental Reference (SER) and submitted to the City for review and Caltrans for review and approval. The PEAR entails a description of the project and alternatives; the anticipated environmental approvals; special environmental considerations and environmental commitments assuming there are viable alternatives; permits and approvals; environmental summaries of noted topical issues; and a summary statement for PID.

Task 5.2 CEQA Compliance

The project, as described, is within an urban area comprised of highway and areas of commercial development. Given the project aims would be to address congestion and safety issues and is not anticipated to induce growth or result in land use changes, is not on a scenic highway, or near known hazardous waste sites or historical resources, there are no apparent exceptions to exemption criteria, meaning a CEQA exemption is reasonably assumed for this project. The project design would incorporate features to avoid water resources which are known to occur south of the project area, near Craig Roberts Park. Therefore, based on our understanding to the project, Kimley-Horn is assuming that the project would be Categorically Exempt from CEQA pursuant to State CEQA Guidelines Section 15301(c) (Class 1: Existing Facilities) and Section 15304(c) and (f) (Class 4, Minor Alterations to Land).

Kimley-Horn will conduct an environmental evaluation in support of the CE to demonstrate that the project satisfies the definition of a Categorical Exemption for CEQA. This task encompasses coordination between environmental and design staff to discuss preliminary project design and to update a project description, prepared by the design team, consisting of relevant details for the CE. This task entails brief field review by one environmental staff to field check and document visible conditions in and directly adjacent to the project area with field notes and photographs.

Air Quality/Greenhouse Gas Analysis. Kimley-Horn will prepare an air quality/greenhouse gas analysis to support the CE process. The air quality/greenhouse gas impact analysis will be conducted following the procedures and approaches listed in the Caltrans SER for air quality

analyses and South Coast Air Quality Management District (SCAQMD) Air Quality Handbook. The analysis will address existing conditions and air quality attainment status of the project area and provide a quantitative evaluation of construction emissions associated with the proposed project. As the project does not include new through lanes, operational emissions would be addressed qualitatively.

Noise Memo. Kimley-Horn will prepare a noise memorandum that provides justification based on existing conditions and the project scope that a detailed noise study report is not required. Based on our current understanding and review of the preliminary plans and aerial photography, the project is not considered to be Type 1 as defined by 23 CFR 772 (effective July 13, 2011) and outlined in the California Traffic Noise Analysis Protocol (CaTNAP) (May 2011). For this reason, we do not anticipate conducting noise measurements or other field work.

Initial Site Assessment (Hazardous Materials). Kimley-Horn will prepare an Initial Site Assessment (ISA) study in general accordance with the Caltrans ISA guidelines and ASTM Standard E-1527-13. Exceptions in the Phase I standard consist of: (1) no title searches or property appraisals will be performed for the subject property and vicinity, and (2) no direct interviews of the owners of the subject parcels except for City staff will be performed. Soil sampling and testing will not be performed as part of the Phase I ISA.

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project site to identify any readily observable indications of Recognized Environmental Conditions (RECs) within the Project limits. Kimley-Horn will review available data, including previous studies, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and federal and state record reviews within one mile of the Project site. The available records will be used to determine the potential presence of RECs by previous land use and any historic operations that have had a high probability of RECs. This research will also be used to help support the absence of RECs.

Natural Environment Study – Minimal Impact. This scope entails a search of the California Natural Diversity Database and the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants, Information for Planning and Conservation data. This information will be reviewed prior to a field survey. A field reconnaissance and Vegetation Mapping will be completed. A map of the vegetation communities and other land uses within the

project area will be created on an aerial photograph. The material will be incorporated into a Natural Environmental Study/Minimal Impact (NES-MI). The NES/MI will be prepared according to the current template available on the Caltrans Standard Environmental Reference website. The scope encompasses addressing one round of consolidated comments from the City and Caltrans to finalize the NES-MI.

Given the urbanized location, lack of federally designated critical habitat, and anticipated limited impacts to special status species, this task does not include focused sensitive species surveys. In addition, based on our review of the study area, this task assumes that a wetland delineation is not necessary.

Water Quality Technical Memo. A brief water quality memorandum will be prepared to describe the project, waters within the project area, potential water quality impacts, and temporary water quality measures that will be implemented during project construction. One round of comments from Caltrans will be addressed to finalize the memo.

Cultural Resources. Kimley-Horn will complete an archival records search within ¼ mile of the project area to identify the presence/absence of known cultural resources within the project area. Based on the study area and project scope, this task assumes that the survey will be negative for cultural resources (i.e., no archaeological or historic built environment resources will be encountered that require recording, evaluation, or updating). If cultural resources are identified following the archival records search, then additional studies may be required, and will be completed for additional scope and fee by our trusted teaming partner and cultural resource specialists, VCS Environmental. A record search for vertebrate/invertebrate and paleobotany resources will be conducted through the Natural History Museum of Los Angeles. A brief memorandum will summarize the record searches.

Archival Records Search. An Area of Potential Effect (APE) map will be developed in coordination with the design team, for review by the City and Caltrans. Kimley-Horn will complete an archival records search within ¼ mile of the project area to identify the presence/absence of known cultural resources within the project area.

Based on the study area and project scope, this task assumes that the survey will be negative for cultural resources (i.e. no archaeological or historic built environment resources will be encountered that require recording, evaluation, or updating). If cultural resources are identified

following the archival records search, then additional studies may be required, and will be completed for additional scope and fee.

Visual Memo. Based on preliminary project information, negligible visual changes to the environment are proposed and a brief memorandum addressing visual issues would be required. A brief visual memo will be prepared to describe the project, surrounding visual landscape, and the rationale for why a more in depth technical study of visual impact is not required. The memo will encompass a copy of the Caltrans Questionnaire to Determine Visual Impact Assessment Level. A draft will be provided to the City and Caltrans for review. One round of consolidated comments from the City and Caltrans will be addressed to complete the final memo.

Following completion of technical studies, if necessary, a memorandum will be prepared to summarize findings to substantiate the CE. The CE will be prepared for review and approval by Caltrans and the City. Upon approval of the CE, a Notice of Exemption (NOE) form will be completed and submitted to the lead agency for review and signature for CEQA. Our scope assumes Kimley-Horn will file the NOE with the County Clerk-Recorder and the State Clearinghouse.

Deliverables:

- *Preliminary Environmental Analysis Report (PEAR)*
- *Draft and Final Air Quality/Greenhouse Gas Analysis Memorandum (electronic)*
- *Draft and Final Noise Memorandum (electronic)*
- *Draft and Final ISA*
- *Draft and Final NES-MI*
- *Draft and Final Water Quality Memo*
- *Draft and Final Visual Memo*
- *Notice of Exemption Form (CEQA)*

Exclusions:

Any other services, including but not limited to the following, are not included in this Agreement:

- *Wetland delineation report*
- *Environmental permits*
- *Technical studies not included in this scope of work, but which may be required by Caltrans upon review of the PEAR*
- *Updating technical studies due to substantial project changes*
- *A Location Hydraulic Study/ Summary Floodplain Encroachment Report is not anticipated to be required because the anticipated project area is in an Area of Minimal Flood Hazard.*

Assumptions:

- *The appropriate level for CEQA compliance is a Categorical Exemption (CE)*
- *The project will have no federal funding or federal nexus which would require the preparation of NEPA documentation.*
- *Supporting technical documents will be developed pursuant to CEQA Guidelines as administered by Caltrans to support a CE.*
- *The project would not remove a barrier to growth in the area and therefore is not growth-inducing.*
- *All improvements would be within Caltrans rights-of-way.*
- *One project design alternative is assessed through environmental review.*
- *The project design would incorporate features to avoid water resources which are known to occur south of the project area*
- *For all of the above reports we anticipate up to two rounds of consolidated comments. If there are additional comments, we will schedule a workshop with the appropriate reviewers to resolve and then make the final submittal.*

Task 6: Conceptual Design Exhibits

Consultant will prepare an environmental study level exhibit at a scale of 1"=50'. Base mapping for this plan will contain available aerial imagery. Show typical roadway and ramp sections. Show ramp widening concept with slopes and retaining wall, if necessary. Show sidewalk

modification based on proposed work limits. Show catch basin relocations. Exhibits will not be submitted to Caltrans for design review. These will be used to demonstrate major project features sufficient for determining environmental impacts.

Task 7: Rough Order Magnitude Construction Cost

Prepare an opinion of probable construction cost for purposes of verifying cost magnitude within Caltrans Right-of-Way. Cost will be based on rough estimate of quantities and readily available unit prices. Lump sum items will be based on a percentage or similar project's values.

Task 8: Caltrans Coordination and Processing

Assist the City in obtaining approvals for the project. This consists of coordinating Caltrans reviews according to their process and coordinating comment iterations for technical studies. Attend up to two meetings with Caltrans staff.

Task 9: Transportation Management Plan Data Sheet

Prepare a Transportation Management Plan Data Sheet for traffic operations for the project area. Transportation management plan data sheet will be prepared based on Caltrans Transportation Management Plans Guidelines.

Deliverables: Draft and Final Transportation Management Plan Data Sheet

Optional Items**Task O-1: Field Surveying**

Provide aerial mapping and supplemental field surveys at a scale of 1"=50'. Aerial mapping will contain planimetrics and one-foot contours. The supplemental field topographic survey entail high definition scanning to obtain necessary cross sections and other features for the design. It also entails topographic shots at key features and cross sections outside of active traffic lanes. Specific limits for aerial mapping are 100 feet west of State College Blvd. to the midpoint of SR-57 bridge along Imperial Highway and to Associated Road bridge along SR-57. Coordinate and process encroachment permit with Caltrans to conduct field surveys within Caltrans right-of-way. Existing right-of-way will be shown per readily available records.

Provide traffic control for the field surveys consisting of cones along the edge of traveled way and a warning sign indicating field surveys in progress. Lane closures or other form of traffic

control is not anticipated to be necessary. Plot underground utility lines based on readily available data and record drawings obtained from Task 2 above.

Deliverables: MicroStation Files of Topographic Survey, Right-of-Way Record of Survey, DTM of existing surface features, and PDF map signed by Licensed Surveyor in the State of California

Task O-2: Geotechnical Engineering Analysis and Reports

District Preliminary Geotechnical Report

Prepare a District Preliminary Geotechnical Report (DPGR) documenting the site geotechnical and geologic conditions. The DPGR will entail topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. The Consultant will address stability and settlement of proposed roadway embankments and potential wall type if applicable. The evaluation will be based on a review of readily available existing subsurface data and will not include field investigations, borings or laboratory testing.

Preliminary Materials Report

Prepare a Preliminary Materials Report (PMR) to provide pavement structural sections and alternatives, and corrosion potential of on-site soils materials requirements. The evaluation will be based on a review of readily available existing subsurface data and will not include field investigations, borings or laboratory testing. The Consultant will follow Caltrans pavement design procedure using traffic indices and pavement design lives provided by the City. Information on existing pavement sections will be based on the readily available record drawings. Recommendations for rehabilitation of existing pavements will not be included in this report.

Caltrans is in the process of switching their flexible pavement design method to the Mechanistic-Empirical (M-E) procedure; however, software for designing flexible pavement using the M-E procedure is not yet available for commercial use. Therefore, we assume flexible pavement will be designed using the November 2017 HDM method.

Task O-3: Design Standard Decision Document (DSDD)

Provide documentation of non-standard features within Caltrans right-of-way. This entails preparation of Caltrans standard DSDD for advisory or mandatory design exceptions. We anticipate an Advisory DSDD with up to three non-standard design (HDM underlined) exceptions.

Deliverables: Design Standard Decision Document (DSDD)

Assumptions and Exclusions

The following assumptions were made when preparing the Cost Proposal. If any of these change, we would need to re-evaluate our effort and potentially adjust the fee.

1. Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts and hours for stated classifications are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.
2. All related fees from utility companies for record drawings are assumed to be paid by the City.
3. It is assumed the City will provide Right of Entry in a timely manner for any design investigation work within the private properties.
4. Modifications to existing utilities such as water, sewer, electrical, gas, communication, cable, etc. is not anticipated.
5. All other Agencies' permit fees are excluded.
6. We have assumed responding to one round of consolidated non-conflicting comments for each submittal.
7. Aerially Deposited Lead (ADL) Investigation and Reporting are assumed to be done as part of PS&E and Phase II Environmental Site Assessment.
8. Right-of-Way impact or Right-of-Way acquisition are not anticipated.
9. Intersection Control Evaluation (ICE) and any additional traffic elements are not included.

Schedule

We anticipated a twelve-month schedule for the project beginning May 2020 and with final submittal to the City by April 2021. Submittals will be provided to the City on a mutually agreed upon schedule.

Fee

Please find our Not-to-Exceed fee to accomplish the above stated scope of services in the separate sealed envelope.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please forward an agreement for our review and execution. This proposal is valid for ninety (90) days after the date of this letter.

We greatly appreciate the opportunity to provide these services to you. Please contact us if you have any questions. Very truly yours,

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Darren Adrian, P.E. (#C53031)

Project Manager/Vice President

**City of Brea
Fee Schedule
Imperial Highway (SR-90) at 57 Freeway Southbound On-Ramp**

Category	Kimley-Horn Staff										Sub-Consultants			Schedule = 12 Months			
	Project Manager	QA/QC, Sr. Prof II	Sr. Prof I	Prof II	Prof I	Analysist II	Analyst I	Support Staff	Geotech EMI	Traffic Counts NDS	Surveying BKF	Total Hours	Labor Cost	Total Cost			
	\$290.00	\$250.00	\$220.00	\$200.00	\$175.00	\$150.00	\$130.00	\$110.00									
1	Total Hourly Billing Rate*														95	\$ 20,000.00	\$ 20,000.00
2	Project Management and Meetings																
3	Record Research														34	\$ 5,880.00	\$ 5,880.00
4	Field Observation														12	\$ 2,740.00	\$ 2,740.00
5	Traffic Operation Study														182	\$ 30,620.00	\$ 32,120.00
6	Environmental Studies														520	\$ 91,215.00	\$ 91,215.00
7	Conceptual Design Exhibits														138	\$ 21,580.00	\$ 21,580.00
8	Rough Order Magnitude Construction Cost														40	\$ 6,640.00	\$ 6,640.00
9	Caltrans Coordination and Processing														76	\$ 15,320.00	\$ 15,320.00
10	Transportation Management Plan Data Sheet														38	\$ 7,380.00	\$ 7,380.00
11	Field Surveying														28	\$ 4,640.00	\$ 42,760.00
12	Geotechnical Engineering Analysis and Reports														24	\$ 5,040.00	\$ 19,520.00
13	Design Standard Decision Document (DSDD)														86	\$ 15,980.00	\$ 15,980.00
14	Expenses																\$ 9,263
TOTAL COST																	\$ 290,397.85

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among task



SECTION 3. FORMS

CITY OF BREA
SR-90 at SR-57 SB On-Ramp PID RFP, December 2019

Status of Past and Present Contracts Form


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

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

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

**Kimley-Horn enters into thousands of contracts each year. An extremely small number of those contracts are concluded prior the completion of the scope of services. Although the causes vary, the most common reason for early contract conclusion is client non-payment. We are not aware of any early conclusion due to Kimley-Horn default.*

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

Signature 
Name: Darren J. Adrian
Title: Vice President

Date January 23, 2020



CONTACT:

Darren Adrian, P.E.

Darren.Adrian@Kimley-Horn.com

714.705.1304

Kimley»Horn

765 The City Drive, Suite 200

Orange, CA 92868

www.Kimley-Horn.com



AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "City") and Kimley Horn and Associates, Inc. a North Carolina corporation (hereinafter referred to as "Contractor"), who agree as follows:

I. Agreement

- A. This Agreement consists of this document together with the following Exhibits, all of which are incorporated herein by reference, and which, together, supersede all prior agreements and understandings between the parties with respect to the matter herein:

Exhibit A – Contractor's Proposal

Exhibit B – General Provisions

Exhibit C – Insurance Requirements

Exhibit D – California Labor Code Compliance

- B. This Agreement may be modified in writing only as specifically provided herein.

II. Scope of Services

- A. On or about December 11, 2019, the City issued its Request for Proposals for engineering consulting services including freeway onramp design services for Imperial Highway and the 57 Freeway ("RFP"). The RFP is incorporated by reference herein and a copy is on file with the City Engineer. In response, Contractor submitted its proposal dated April 28, 2020, attached hereto as Exhibit "A" and incorporated by reference herein ("Proposal"). Upon being given a written notice to proceed, Contractor shall commence performance of the services described in the RFP and the Proposal, and in compliance with all provisions of this Agreement (collectively, "Services".)

III. Term

- A. This Agreement shall commence on Effective Date and shall continue until the earlier of one (1) year or acceptance and final payment for the Services, unless sooner terminated as provided herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by both parties.

IV. Compensation

- A. Subject to the limitations herein, City shall pay Contractor for Services satisfactorily rendered according to prices set forth in Exhibit B and according to Section I.D Payment, in Exhibit B. The Parties agree that full and complete payment for all Services satisfactorily performed shall be the TOTAL, NOT-TO-EXCEED amount of Two Hundred Ninety Thousand Three Hundred Ninety Seven Dollars and Eighty Five Cents (\$290,397.85), including any and all reimbursables ("Contract Amount").
- B. Any work performed in excess of the Services, as described in Section II, without City's prior written approval shall be deemed to have been performed in

fulfillment of the requirements of this Agreement and included within the not-to-exceed Contract Amount.

- C. Payment for any approved, additional work, is addressed in the Payment section of Exhibit B.

V. Insurance Requirements

- A. All policies of insurance shall be provided by companies rated A:VII or better by A.M. BEST, and include all the required endorsements as set forth in Exhibit C.
- B. Exhibit C shall govern in the event of any conflict with the following coverages.
1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
 2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
 3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.
 5. **Cyber liability Insurance [if required]**
of at least \$1,000,000 per occurrence (may be provided as part of a professional liability policy)

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail. All communications shall be sent to:

City OF BREA - Project Manager:
Michael Ho, P.E.
Deputy Director / City Engineer
1 Civic Center Circle
Brea, CA 92821
(714) 990-7657 phone
MichaelH@CityofBrea.net

City OF BREA - City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

Contractor - Representative:
Darren Adrian
765 The City Drive, Suite 200

City of Brea
Contract No. _____

Orange, CA 92868
(714) 705-1304
darren.adrian@kimley-horn.com

IN WITNESS WHEREOF, The parties hereto have entered this Agreement as of the Effective Date:

City of Brea

City of Brea
a municipal corporation

Printed Name: Marty Simonoff
Title: Mayor

Signature: _____
Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal
Title: City Clerk

Signature: _____
Date: _____

Contractor

Business Name: Kimley Horn and Associates, Inc.
Federal ID# 56-0885615

License Nos ☐ Contractor License #:
(if checked,
Contractor to provide) ☒ DIR Registration #: 1000010686

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Darren Adrian, PE No. C53031
Title: Vice President

Signature: _____
Date: April 29, 2020

City of Brea
Contract No. _____

Contractor 2nd Signature (if corporation)

Printed Name: Jason Melchor, PE

Title: Assistant Secretary

Signature: _____

Date: April 28, 2020

City of Brea
Contract No. _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

End of Exhibit A

EXHIBIT B
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

Contractor shall forthwith undertake and complete the Services in accordance this Agreement, including the RFP and Exhibits, all applicable Federal, State and City statutes, regulations, ordinances and guidelines, and industry standards, and to the reasonable satisfaction of City.

Labor Code Compliance

Some or all of the Services include “pre-construction work” in connection with a specific City project, so as to constitute a “public work” as defined in Labor Code Section 1720, et seq. As to all such work, Contractor shall comply with all requirements set forth in Exhibit “D” California Labor Code Compliance, attached hereto.

B. Documents, Reports, Photographs, Drawings

Contractor shall supply copies of all required maps, surveys, reports, plans and documents (hereinafter collectively referred to as “documents”), as described in the RFP and Exhibit “A”, to City within the time specified in the RFP. Copies of the documents shall be in such numbers as required by the City or otherwise as set forth in the RFP. The time limits set forth pursuant to this Agreement may be extended upon written approval of City.

C. Subcontracting

Contractor shall not subcontract any required performance without the City’s prior, written consent. In the event any such other persons are authorized by the City to be retained by Contractor, Contractor hereby warrants that such persons shall be fully qualified to perform the Services. Contractor further agrees that Contractor shall remain fully responsible for the performance of this Agreement, whether or not any subcontractor is utilized by Contractor.

D. Payment

City agrees to pay Contractor up to the Contract Amount for the satisfactory performance of the Services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Contractor. Payment to Contractor shall be made in accordance with the schedule set forth below. Notwithstanding any other provision herein, City shall retain five percent (5%) of each invoiced amount, pending receipt of all deliverables.

Payments to Contractor shall be made by City in accordance with the invoices submitted by Contractor, on a monthly basis for work satisfactorily performed, and such invoices shall be paid within 30 days after said invoices are received by City. All charges shall be in accordance with Contractor’s proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein, (i) in no event shall the total of said invoices exceed the Contract Amount; and (ii) further provided that in no event shall Contractor, or any person claiming by or through Contractor be paid an aggregate amount in excess of the Contract Amount.

Final payment shall be made not later than 30 days after presentation of final documents and acceptance thereof by the City.

Additional Services: Any agreement to provide additional services must be in writing, executed by both parties, prior to any work being initiated. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within 30 days after said invoices are received by City.

E. Information and Assistance

City will provide: (i) information and assistance as reasonably requested by Contractor; (ii) photographically reproducible copies of maps and other publicly available documents which Contractor considers necessary in order to perform the Services; (iii) such information as is generally available from City files applicable to the Services; and (iv) assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Contractor's responsibility to make all initial contact with respect to the gathering of such information.

F. Ownership of Work Product

1. Unless otherwise agreed upon in writing, all concepts, ideas, reports, documents, plans, specifications, and/or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the City by Contractor in the performance of this Agreement, including any and all known and unknown intellectual and/or proprietary rights arising from their creation (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Any use of the Work Product by City outside of the scope of this Agreement, shall be at City's risk. CONSULTANT shall not obtain or attempt to obtain copyright or other protection as to any of the Work Product.

2. Contractor hereby assigns to City all ownership rights, including any and all known and unknown intellectual property rights, to the Work Product that are not otherwise vested in the City pursuant to subsection F.1, above.

3. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

G. Termination

This Agreement may be terminated by City upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, Contractor shall be paid for services satisfactorily rendered up to the date of service of the Notice, and for any documented out of pocket expenses reasonably incurred by Contractor pursuant to this Agreement. In no event, however, shall Contractor receive more than the Contract Amount. Contractor shall provide to City any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by Contractor as of the date of termination. Contractor may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, Contractor agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit C of this Agreement.

I. Indemnity

1. Contractor and City agree that City, its elected officials, officers employees, agents and volunteers should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City.

2. **For Other Than Design-Professional Services.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this subsection "I") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or

agents in connection with the performance of the Contractor's Services, and/or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses.

Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by the City or any of the other Indemnitees.

3. **For Design Professional Services.** If Contractor's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, the negligence, recklessness, or willful misconduct of the Contractor, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Contractor shall bear legal liability) in the performance of design professional services under this Agreement. **Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor pursuant to this subsection I.3, exceed Contractor's proportionate percentage of fault.**

4. For purposes of subsection I.3, above, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

5. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The indemnification obligations set forth herein are binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

6. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. Assignment and Subcontracting

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by Contractor without the prior written consent of City.

K. Work Delays

In the event that Contractor fails to submit to City all required deliverables, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time required herein, or as may be extended by written consent of the parties hereto, then Contractor shall be in default.

L. Independent Contractor

1. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

2. All work and other Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Brea business license as required by the Brea City Code. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

3. All of Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services

under this Agreement.

4. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

5. To the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers employees, agents and volunteers, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.L, or any of Contractor's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

M. PERS Compliance and Indemnification

1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

2. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, officers employees, agents and volunteers from any and all liabilities, damages, claims,

costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.M.

N. Governing Law and Venue

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

O. Attorneys' Fees

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

P. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. The following order of documents shall govern in the event of any inconsistency or conflict between this Agreement, the RFP, and any Exhibit: This Agreement, then the RFP, then Exhibits B, C and D, then the Proposal.

II. Manner of Payment and Accounting Requirements

A. Taxes

1. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

B. Payment Terms

1. Invoices are to be submitted in arrears, after services have been satisfactorily performed. Subject to the five percent (5%) retention, payment will be made net 30 days after receipt of an invoice in a format acceptable to City. Invoices shall be verified and approved by the City and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
2. Billing shall cover services not previously invoiced. The Contractor shall reimburse the City for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the City shall not preclude the right of the City from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods.

C. Invoicing Instructions

1. Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
3. City does not accept electronic invoices.

D. Accounting Records of Contractor

1. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Agreement Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. CGL affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- 2. Limits shall be no less than \$2,000,000 per occurrence

Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- 1. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor’s own vehicle; and
 - b) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

1. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PLI)

1. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

E. Cyber Liability [if required]

1. Cyber liability insuring against any and all financial loss to the City or any other of the Additional Insureds, including bank charges, resulting from unauthorized access to, or theft or destruction of, City data including financial information of any kind, and/or personally identifiable information (PII) controlled, processed, stored, handled, or otherwise utilized by Contractor, with limits not less than \$1,000,000 per occurrence. This coverage may be provided as part of a professional liability policy.

III. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability

1. Additional Insured

- a) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"

- (3) Restrict coverage to the "Sole" liability of Contractor
- (4) Exclude "Third-Party-Over Actions"
- (5) Contain any other exclusion contrary to the Agreement
- c) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

- 1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against

the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- B. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If “design professional” services include structural design services, and professional liability coverage, including coverage for Construction Defect claims, is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor’s Agreement with the City and an extended reporting period shall be provided for a period of at least 10 years from termination or expiration of this Agreement. For all other professional liability coverage provided on a claims-made basis, the extended reporting period shall be not less than three (3) years following termination or expiration, or such other period as approved in writing by the City’s Risk Manager.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor’s policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit C

EXHIBIT D

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that some or all of the Services under this contract are subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and, as to those Services constituting "public works", Contractor agrees to be bound by all the provisions thereof as though set forth in full herein, and to comply with the requirements of this Exhibit D.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this contract.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this contract. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date _____ Signature _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: Revise Scope of Work for Pump Replacement and Enclosures at Carbon Canyon Booster Stations 2 & 3 Projects; Add New CIP Project for Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park; and Approve Professional Services Agreement with NV5 for Design Services

RECOMMENDATION

1. Revise Scope of Work for CIP No. 7470 Pump Replacement at Carbon Canyon Booster Station Nos. 2 and 3
2. Revise Scope of Work for CIP No. 7471 Construction of Booster Stations Nos. 2 and 3 Enclosures
3. Adopt Resolution to Add New CIP Project No. 7475 – Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park to the FY 2019-20 CIP
4. Approve Professional Services Agreement with NV5 for the Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park in the amount of \$300,557

BACKGROUND/DISCUSSION

In 2009, the City approved the 2009 Water Master Plan Update (Plan). Within this Plan, there was a recommendation to replace the pumps and motors at Booster Pump Stations Nos. 2 and 3, which were originally constructed over fifty years ago in Carbon Canyon. The equipment is past its useful life, is no longer efficient, and has deteriorated over the years by being exposed to the outdoor elements and vandalism. The Plan also recommends the stations be fully enclosed with a concrete or brick building with roof structure to prevent weather exposure, provide fire protection, deter vandalism, and extend the operating life of the pumps and equipment. Lastly, the Plan recommended installing a new generator for each station site to provide redundancy for any loss of power. In the past, Booster Pump Station 3 has seen infrastructure damage to the equipment, but luckily while the damage occurred, staff was able to get it replaced without causing any impacts to the customers.

Booster Pump Stations No. 2 and 3 are located along Carbon Canyon Road/State Route 42 in the easterly section of Brea. The primary purpose is to boost pressure and water up into the reservoir located just north of Carbon Canyon Road in the east end of the City. The location of the stations are adjacent to the Carbon Canyon Road/State Route 42 (see Attachment A). Booster Station No. 2 is located approximately 10 to 15 feet away from the edge of the roadway, whereas, Booster Station No. 3 is built further off the roadway and has an access road.

In 2013, the City adopted the 7-year CIP (2013-2020), which included two projects with respect to the Booster Station Nos. 2 and 3 Plan recommendations. The first project entitled “Pump Replacement at Carbon Canyon Booster Station Nos. 2 & 3”, CIP 7470, proposed to replace the

two existing pumps and motors at this site. The second project entitled "Construction of Booster Stations Nos. 2 & 3 Enclosures", CIP 7471, proposed to construct two new enclosures at Booster Station Nos. 2 and 3. These projects were slated for a Fiscal Year 2014-15 funding program year. Since that time, staff has developed several plans, revised the scope, completed several maintenance upgrades and updated the funding.

Currently the two projects are in the Design Phase for both Stations Nos. 2 and 3. Staff selected the design engineering firm NV5 through the as-needed design engineering contract to deliver the plans specification and bid documents for the two projects. NV5's scope of work included the design, development of plans, specifications, and engineers estimate (PS&E), preparation of maps showing the City's property limits, and revising/improving existing mechanical and structural design of the pump system at both stations.

The design for Station No. 3 is almost complete and is anticipated to be bid this summer. However, during the early design work for Station No. 2, NV5 made staff aware of some major construction constraints to rehabilitate Booster Pump Station No. 2 at its current location. Some of the construction constraints were identified as follows:

1. Pump station is too close to the roadway
2. Difficulty in accessing the site with no staging area
3. Difficulty in obtaining a permit from Caltrans
4. Traffic control issues on State Route 42
5. SCE power relocation issues
6. Need for additional easements for the building

Additionally, there is no parking area or vehicle turn out to visit the site for routine maintenance. Therefore, staff decided that the current Station No. 2 location was deemed infeasible to complete the project scope of work during this season and the design work was placed on hold. Subsequent to this decision, staff decided to review other locations along Carbon Canyon to relocate Booster Station No. 2, which would accomplish the 2009 Plan recommendations.

Therefore, based on several months of research for potential sites for Booster Station No. 2, staff is recommending relocating Booster Pump No. 2 to the Olinda Ranch Park, which is approximately 1.2 miles to the west of its current location. Staff verified the water hydraulics and modeling of the potential site with the design engineer NV5, and confirmed that the new site can provide adequate water pressure, flow and reliability.

There are many benefits in relocating Booster Station No. 2 to the potential new site. One main advantage is the overall project schedule. The design and construction at the current location is estimated to take approximately 29 months versus 16 months for design and construction if relocated to Olinda Ranch Park. Below are additional benefits in the new location:

- Lower risk area for fire danger
- Will not be located on a blind curve
- Easier access to site for routine operations and maintenance
- Not in a confined work area
- No construction easements or property acquisition required

Engineering staff met with various departments for the proposed location, Olinda Ranch Park, and does not anticipate any concerns. After discussion with the various departments, it was also determined that a restroom would be a beneficial feature to add to give the park users a restroom

on the east/upper end of the park. The restroom would be tied to the new proposed booster pump building and match the existing building architecture of the current buildings in the park. Additionally, staff will continue to provide outreach to the public for input as part of the initial design phase.

Since staff is recommending relocating Booster Pump No. 2 to Olinda Ranch Park, the scope of work for CIP 7470 and 7471 needs to be modified to remove the Booster Pump No. 2 component. The revised scope for the two projects will only consist of design and construction at the Booster Pump No. 3 location in Carbon Canyon. Additionally, staff recommends adding a new project to the Fiscal Year 2019-20 CIP to reflect the relocation of Booster Pump Station No. 2 and scope of work entitled "Carbon Canyon Booster Pump Station No. 2 and Restroom at Olinda Ranch Park", CIP 7475.

Currently the two project descriptions and scope are as follows:

- Project No. 7470 – Replace the booster station pumps at Stations 2 and 3
- Project No. 7471 – Enclose the booster stations at Stations 2 and 3

The proposed scope change would be:

- Project No. 7470 – Pump Replacement at Carbon Canyon Booster Pump Station No. 3
- Project No. 7471 – Construction of Booster Station No. 3 Enclosure
- New Project No. 7475 – Carbon Canyon Booster Pump Station No. 2 Pump Station Enclosure and Restroom at Olinda Ranch Park

Based on the aforementioned project scope modifications discussed, staff requested NV5 to provide a proposal to complete the design of the new Booster Station No. 2 location. Soon thereafter, NV5's proposal was provided to staff to complete the design services in the not-to-exceed amount of \$300,557. Staff evaluated this proposal and has determined the proposal to be reasonable. Therefore, staff is recommending the City Council consider approving a Professional Services Agreement for design services to complete the design of Project CIP 7475.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 12, 2020 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

Table 1 reflects the current FY 2019-20 combined budget for CIP 7470 and 7471 as follows:

Expense Category	FY 2019-20 Adopted Budget (\$)	FY 2019-20 Expenses to Date (\$)	FY 2019-20 Remaining Budget (\$)
Design	104,386	9,096	95,289
Construction including a 10% Contingency	1,060,000	0	1,060,000
Construction Engineering	72,565	0	72,565
Total	1,236,951	9,096	1,227,854

The current cost to construct Booster Pump Station No. 3 and Enclosure is estimated at \$475,000, therefore there are sufficient funds to complete the revised scope of work for projects 7470 and 7471. Both Projects are funded by the Water Utility Fund (420) in the total combined amount of \$1,236,951. Once CIP Projects 7470 and 7471 are constructed, all remaining funds will be returned to the Water Fund.

Table 2 reflects the proposed budget for the Proposed New CIP Project 7475 as follows:

Expense Category	FY 2019-20 Proposed Budget (\$)	FY 2019-20 Proposed Water Fund (420) (\$)
Design	325,000	325,000
Construction including a 10% Contingency	2,450,000	2,450,000
Construction Engineering	175,000	175,000
Total	2,950,000	2,950,000

In order to add the new CIP Project 7475 to the FY 2019-20 CIP, staff developed a Resolution for City Council to consider for adoption (see Attachment C). There are sufficient funds in the Water Utility Fund (420) to fund the project as depicted in Table 2. Therefore, if the Resolution is adopted by City Council, CIP Project 7475 would be fully funded. There will be no General Fund impact from this Project.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

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

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

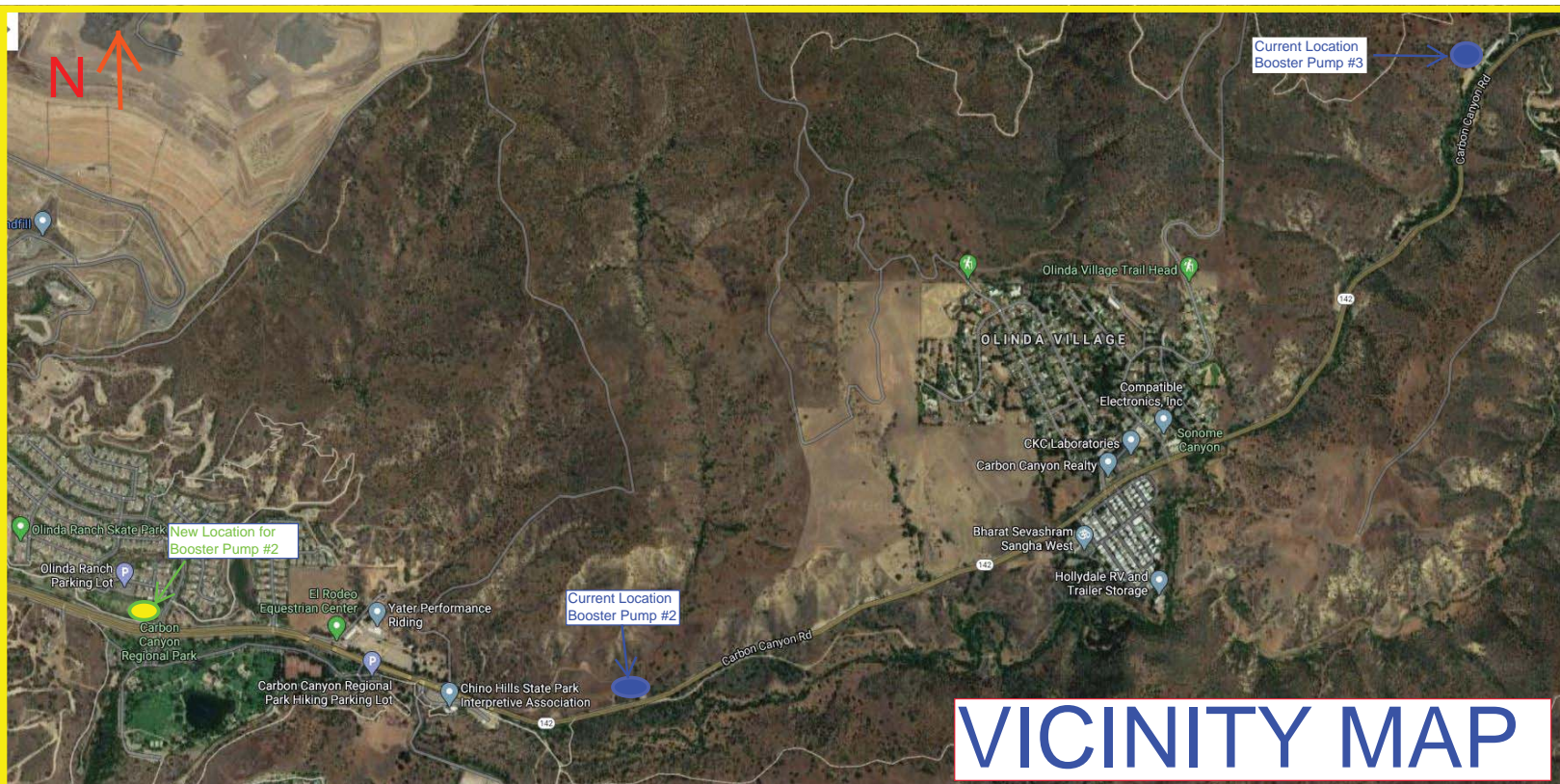
Attachment A - Vicinity Map

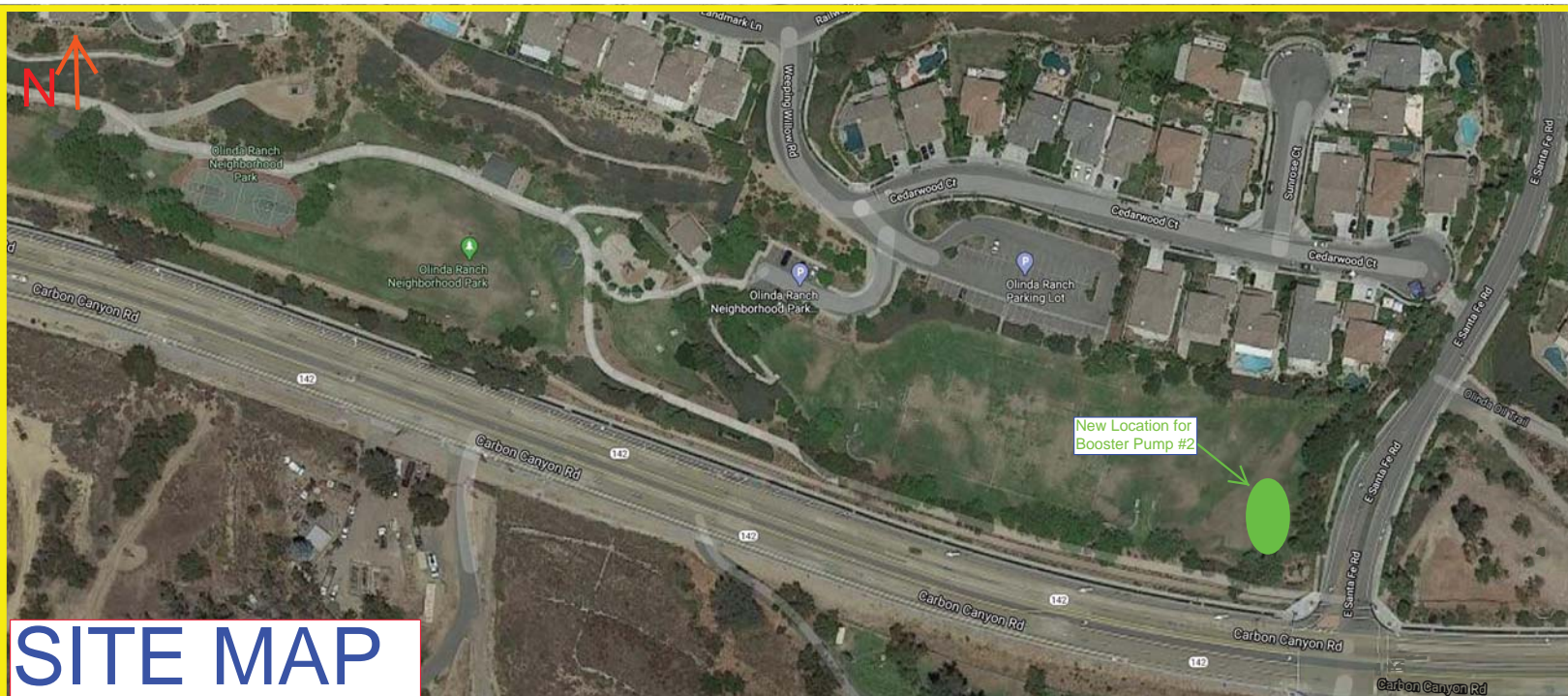
Attachment B - Site Plan

Attachment C - Resolution

Attachment D - Proposal & Fee

Attachment E - Professional Services Agreement





SITE MAP

RESOLUTION NO. 2020-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND ADD A NEW PROJECT ENTITLED “BOOSTER PUMP STATION NO. 2 AND RESTROOM AT OLINDA RANCH PARK”, PROJECT 7475 AND APPROPRIATE FUNDS FROM THE WATER UTILITY FUND (420) TO THE CAPITAL IMPROVEMENT PROGRAM PROJECT 7475, BOOSTER PUMP STATION NO. 2 AND RESTROOM AT OLINDA RANCH PARK

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to add a project to the FY 2019-20 Capital Improvement Program entitled “Booster Pump Station No. 2 and Restroom at Olinda Ranch Park”, CIP Project 7475 and appropriate funds from the Water Utility Fund (420) to the Capital Improvement Program Fund (510), for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, for the Fiscal Year 2019-20.

(ii) The Capital Improvement Program Budget, Resolution No. 2019-043, and subsequent amendments, did not anticipate the adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2019-043, as heretofore amended, be further amended to:

1. Add a project entitled “Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, CIP Project 7475 to the Capital Improvement Program Fiscal Year 2019-20 budget; and

RESO NO. 2020-034
May 19, 2020

2. Appropriate funding from the Water Utility Fund (420) to Capital Improvement Program Fund (510) for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park, in the amount of \$2,950,000; and

3. Appropriate an additional \$2,950,000 to the Capital Improvement Program Fund (510) for Project 7475, Booster Pump Station No. 2 and Restroom at Olinda Ranch Park.

APPROVED AND ADOPTED this 19th day of May, 2020.

Marty Simonoff, 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 Council of the City of Brea, held on the 19th day of May, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

City Clerk

RESO NO. 2020-034
May 19, 2020

SCOPE OF SERVICES

Our proposed scope of services for the Carbon Canyon Booster Pump Station No. 2 Relocation Project consists of the following:

- Project Understanding
- Scope of Work

Each is described below.

Project Understanding

The City of Brea (City), is interested in relocating the existing Carbon Canyon Booster Pump Station No. 2 (CCBPS2) to the existing Olinda Ranch Neighborhood Park located on Carbon Canyon Road, which is approximately 1.2 miles west from the existing CCPBS2 location on Carbon Canyon Road. The existing CCBPS2 includes an existing 12-inch suction pipe manifold that increases to 14-inch with 2 vertical turbine pumps discharging to a common 12-inch discharge header and force main.

Project Objectives

The CCBPS2 is a key facility that boosts potable water in the system. The intent of the Project is to replace this booster pump station in its entirety with a new booster pump station at the proposed location.

Scope of Work

Our scope of work is based on the following assumptions and exclusions:

- The structural design, documentation and submittals will satisfy the current California State Building Code.
- Means and methods of construction shall be the responsibility of the contractor, including design of construction related elements.
- Special Inspections not provided in this scope of services.
- Design for future vertical expansion excluded.
- Steel to steel connections, if required, will be designed by the steel fabricator's connection engineer. NV5 will provide required connection capacities.
- Exterior metal stud walls, if required, and their connections is a delegated design and is by others.
- Foundation system is to be shallow, isolated spread footings and continuous wall footings based on presumptive minimum allowable soil bearing pressures. Design has not been included for deep foundations.
- Slab on grade is to be non-structural (i.e., ground supported conventional slab on grade). Design has not been included for structured slab-on-grade that spans between foundations.
- Environmental analysis is excluded.
- A maximum of 2 site layouts at the Olinda Ranch Park will be evaluated as potential locations for the new booster pump station.
- Potholing and/or subsurface exploration of existing utilities or potential conflicts are excluded.
- Permitting and public outreach services are excluded.

- All work remains within the City's existing property and not right-of-way consulting or engineering, surveying, plats or easements are included in this scope of services.
- All deliverables will be in electronic format (PDF). Hard copies are excluded.
- Bid period services and engineering services during construction are excluded.
- In-Person meetings are not anticipated. All meetings are based on conference calls or Go-To meetings.
- Survey work and fee assumes access will be allowed to the site during normal working hours
- Survey point horizontal and vertical accuracy will be ± 0.15 feet. Surface contours will have an accuracy appropriate to a one-foot contour interval, i.e. ± 1.0 feet.
- Survey will capture only surface appurtenances of existing utilities
- Filing/recording any Records of Survey or Corner Records is excluded from the survey fee
- Survey work does not include setting of any property corners, plotting of easements, review of title reports, survey of areas blocked by parked vehicles, survey of pothole locations
- If a best-fit boundary will be used in the survey, the boundary will be calculated from record maps and adjusted to a minimal number of survey monuments located in the field
- Survey work does not provide information of existing pavement conditions, damaged sidewalks, damaged curb and gutters or red curb locations
- Any item not specifically included in the surveying services scope of work is excluded

Task 1 – Project Management

Internal coordination will be critical as multiple disciplines will be collaborating on the Project and compiling information and recommendations on the existing potable water system and booster pump station relocation. The City will be kept fully informed of key issues and their resolution with decisions documented during the collection and review of data, and system evaluation processes. Effective management of the project to complete the CCBPS2 Relocation Project, on time and within budget will be accomplished by providing the following subtasks.

Task 1.1 – Project Administration

Project administration includes supervision and scheduling of NV5 staff, project coordination with NV5 staff and subconsultants, liaison with the City, monitoring of budget and schedule, corresponding with City staff and other interested parties, and peer (QA/QC) reviews by senior staff.

Status discussions will be held with the City project manager on a bi-weekly basis. These discussions are assumed to occur by phone. The discussions will include a review of action items, a discussion of outstanding technical issues, and a confirmation of planned activities for the subsequent work.

Status reports will also be submitted monthly as part of the invoicing process and will include:

- 1) Detailed breakdown of labor hours and costs for each task.
- 2) Summary of project financial status in spreadsheet form.
- 3) Description of accomplishments for the previous month and a summary of goals for the next month.
- 4) Updated preliminary project schedule.

Task 1.2 – Project Meetings

The following meetings are planned to provide the City with opportunities to furnish input.



- **Kickoff Meeting** – NV5 will review project goals, identify background data to be provided by the City, confirm the relocation constraints, and discuss preliminary concerns the City may have.
- **Coordination Meetings/Workshops** – NV5 will conduct the following meetings / workshops with City staff:
 - **Draft Preliminary Design Report Review Comments Meeting** - After the City has completed their review of the Draft CCBPS2 Relocation Project Preliminary Design Report, NV5 will meet with City staff to receive feedback and to confirm final recommendations and priorities to incorporate into the final design documents.
 - **60% Design Review Comments Meeting** - After the City has completed their review of the 60% Design Documents, NV5 will meet with City staff to receive feedback and comments to incorporate into the 90% Design documents.
 - **90% Design Review Comments Meeting** - After the City has completed their review of the 90% Design Documents, NV5 will meet with City staff to receive feedback and comments to incorporate into the Final Design documents.

NV5 will coordinate with City staff to schedule all project meetings and will provide meeting agendas one week in advance followed by meeting notes within one week of each meeting. Copies of meeting notes may be included in the monthly invoicing packet.

Task 1.3 – QA/QC

Quality assurance and quality control will be accomplished through peer review by senior engineering staff prior to each deliverable. The results of the internal peer reviews can be made available to the City upon request and if necessary can be made with the project deliverables.

Task 2 –Data Collection & Review

Available background information provided by the City will be reviewed including: GIS data sets (parcels, water mains, sewer mains, storm drain mains, etc.), record drawings of existing infrastructure near the proposed location, existing booster pump data, operational data (pump settings, etc.), and record drawings of existing Olinda Ranch Park. This information will be reviewed and documented for use in the Preliminary Design Report.

Task 2.1 – Review of Existing Documentation

NV5 will gather available information applicable to the existing Olinda Ranch Park including: As-Built drawings for existing infrastructure; previous geotechnical investigations (if available); any recent and/or future (proposed) improvements, etc. Background information will be summarized in a Background Data Summary TM for submittal to the City listing all the data available and how it will be used in the feasibility analysis.

Task 2.2 – Utility Coordination

NV5 will contact local utility companies using the Utility “A” Letter process to obtain information concerning existing underground and overhead utilities in the vicinity of the Project area, including power, gas, telephone, internet, and cable TV. Utility owners will be contacted to confirm locations as follows:

- Southern California Gas Company (gas)
- Southern California Edison Company (electrical)
- Spectrum and AT&T (telephone, cable)
- Frontier (telephone)
- Verizon (telephone)
- City water, sewer, and storm drain systems



Record data obtained from each of the utilities will be incorporated into an existing utilities map with each type of utility on a separate layer. Information obtained from each utility will be recorded in a Project record data matrix for reference. Information will include data derived from the topographic mapping of existing subsurface structures.

Following receipt of information in response to the “A” Letters, a preliminary layout of the existing utilities, location, size, and connectivity will be prepared and presented as part of the base map to be used in the design documents.

Upon completion of the 60% design documents, “B” Letters will be transmitted to the utilities requesting verification of the location of their utilities as shown on the background mapping. Additional information or requirements for construction adjacent to existing utilities as well as a relocation of their utilities, including a contact person during construction, will be requested. NV5 will coordinate with the specific utilities to properly design any relocation of existing utilities necessary to achieve the most cost-effective and sustainable improvements at the Project site. If necessary, all relocations or changes to existing utilities will be completed prior to the start of the construction of the Project, unless such relocation can be accomplished at the time of the Project construction.

Finally, when the design documents for the Project are ready for bid, NV5 will prepare and submit “C” Letters incorporating final design documents and any required utility relocations, point of contact during construction, and a preliminary construction schedule.

TASK 3 – SURVEYING SERVICES

NV5 Survey will perform a topographic survey of the areas shown on the attached Exhibit A, and prepare a CAD/Civil 3D drawing of planimetrics and a Civil 3D surface based on the survey. Said survey will be based off of existing published horizontal and vertical control. Street Right-of-Way information will be shown based from record GIS mapping information only.

Task 3.1 – Project Research

NV5 will research and obtain existing GIS files showing the approximate street right-of-way. Also, existing Horizontal and Vertical survey control records will be researched and ties to those monuments will be utilized as the Basis of Coordinates for this project.

Task 3.2 – Topographic Survey

NV5 will conduct a survey of existing topographic features that includes: roadways, driveways, curb ramps, sidewalks, curb and gutter, trees and other vegetation, existing striping, traffic signals, light poles, power poles, pull boxes, manholes, storm drain inlets, fire hydrants, and any other surface visible utilities. The extents of the survey will be from back of sidewalk to back of sidewalk along the street right-of-way.

Task 3.3 – Deliverables

Deliverables shall be a version 2018 AutoCAD Civil3D file along with a .PDF exhibit of the work area. Mapping will be in conformance with FGDC Geospatial Positioning Accuracy Standards, Part 4: Architecture, Engineering, Construction, and Facilities Management (FGDC-STD-007.3-2002), nominally with a plotting scale of 1”=40’ and equivalent vertical accuracy for 1’ contours intervals.

Task 3.4 – QA/QC and Project Management

All work will be directed, overseen and checked by a licensed Land Surveyor.



Task 4 – Geotechnical Services

The geotechnical services proposal is based on preliminary project information and cursory review of the anticipated geologic conditions. It is understood that the project includes removal and replacement of about 4,500 feet of 12-inch water pipelines and construction of a new pump station (anticipated depth of 8 feet to 10 feet underground). The new water will end approximately 1,000 feet away from the existing pump station 2 location (to be abandoned). In addition, a small bathroom structure is proposed.

The purpose of the geotechnical investigation services will be to evaluate the geotechnical conditions at the site and provide geotechnical design recommendations pertaining to the proposed construction.

NV5's geotechnical investigation services will be performed using the degree of care and skill ordinarily exercised under similar soil circumstances by a registered geotechnical engineer with experience in the southern California area. No other warranty either express or implied will be made as to the conclusions and professional advice issued as a result of the proposed evaluation. NV5 services do not include an evaluation of the presence of hazardous materials or contaminated soils. If such materials are encountered or are suspected during drilling, the field work will be terminated and you will be notified immediately. Final assessment of the site conditions should be considered a professional opinion based on data obtained.

Task 4.1 – Research/Review Existing Geotechnical Documents and Encroachment Permit

Any available preliminary project plans and any available geotechnical maps / literature pertaining to the site and vicinity will be reviewed. A site reconnaissance will be required to determine the locations of the proposed borings based on completion of the proposed alignment and consideration of property access. NV5 will prepare and submit an encroachment permit to the City of Brea for potential drilling in the public right of way. Drilling is not proposed in the State Highway 142 (Carbon Canyon Road), but rather off the highway in the city streets and public parks.

Task 4.2 – Field Exploration Markout and Coordination with Client and Subcontractors

Field reconnaissance of the site is required to mark out of the proposed exploratory boring locations. Underground Service Alert (USA) will be notified for subsurface utility clearance prior to excavation.

Task 4.3 – Field Explorations and Borings

NV5 will investigate the underlying geotechnical conditions within the project area by sampling and logging six (6) to seven (7) exploratory borings at selected locations to include the following:

- Four (4) to five (5) borings drilled to maximum depths of approximately 10 feet (or practical refusal) below ground surface (bgs) in the area of the water line replacement alignment, **north of Highway 142/Caltrans right-of way.**
- Two (2) borings advanced to a depth of about 15 to 20 feet (or practical auger refusal) in the area of the proposed new structures (pump station and bathrooms).

We anticipate that all borings will be drilled with a truck-mounted drill rig utilizing hollow-stem augers. Subsequent to logging and sampling, the borings will be backfilled with soil cuttings and the surface repaired in accordance with the City of Brea Encroachment Permit.

NV5 will retain the services of a traffic control subcontractor to provide traffic control in accordance with California Manual of Uniform Traffic Control Devices during the field exploration. **It is assumed that a no fee encroachment permit will be issued by the City of Brea for any work completed in their right-of-way.** The borings located in the public right of way will be backfilled and the surface patched with Aquaphalt.

Due to potential uncertainties in various utility locations (as-built drawings unavailable), it is recommended the services of a private utility locator be utilized prior to completing drilling activities.



Task 4.4 – Laboratory Testing

Appropriate laboratory testing of representative samples of the soils encountered will occur. Laboratory tests may include in-situ moisture content and density, soil identification and classification, compaction, expansion index, direct shear testing and corrosivity.

Task 4.5 – Analysis and Report

Geotechnical analysis of the data obtained will occur, including evaluation of the accumulated information and develop conclusions and recommendations addressing the geotechnical aspects of the project.

Preparation of a report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint regarding the proposed construction. The geotechnical report will include a discussion of the general subsurface soil and groundwater conditions, stability of proposed pipe trench excavations, recommended lateral earth pressures for design of shoring (if necessary), and trench backfill requirements. In addition, grading, pavement and foundation recommendations will be provided for the design and construction of the proposed new pump station location.

Task 5 – Preliminary Design Report

Task 5.1 – Hydraulics Analysis

NV5 will use the available data to identify the potential impacts to the existing system hydraulics if the booster pump station is relocated. The hydraulics analysis will include the development of a system head curve based on the new location and discharge characteristics along with the most optimum pumps for the application. Only vertical turbine pumps will be considered in the analysis and of similar manufacturer as the existing booster pumps to allow for some standardization of equipment within the City. The system head curve and initial pump selections will be submitted to the City for review and comment.

Task 5.2 – Site Layout Analysis

The existing Olinda Ranch Park is used for recreational purposes and any potential layout of the proposed CCBPS2 should minimize the impact of the recreational uses and maximize the access of the equipment and facility by O&M staff. This site layout analysis will include a maximum of two (2) layout alternatives, each alternative layout will take into consideration the following elements:

- **Connections:** Ability to connect to existing mains.
- **Utility Coordination:** Impacts to existing utilities.
- **Access:** Ability to access site by City staff.
- **Security:** Ability to protect the facility from intrusion and vandalism.
- **Drainage:** Proper drainage around site.
- **Right-of-Way Requirements:** Permanent and Temporary Construction easements.
- **Permitting Requirements:** Encroachment permits.
- **Aesthetics:** Facility improvements to mesh with existing park features.

The two layout alternatives will be shared with the City with key issues and constraints as well as a pros and cons for review and discussion.

Task 5.3 – Draft Preliminary Design Report

A new pump house building will be required for the new CCBPS2 site at the Olinda Ranch Park in Brea, CA. The structure will be characteristic of the existing Recreation Building on site. Size of the pump house will be determined using the hydraulic analysis and consideration of the constraints outlined in Task 3.2 above. The new pump house will need to have similar aesthetic features as the existing Recreational Building at the park.

NV5 will take into consideration all of the information collected and analyzed as part of the sub-tasks above to prepare the Carbon Canyon Booster Pump Station No. 2 Relocation Project Preliminary Design Report (PDR). NV5 will coordinate with City staff to ensure the PDR is prepared with the correct format and content. A copy of the Draft Table of Contents (TOC) will be submitted to the City for review and comment. Upon receipt of comments and approval of the TOC, we will prepare and submit the Draft PDR to the City for review.

The Draft PDR will build from the available information and include an overview of existing information to form the basis of design. Project base maps will be updated with mapping information, Underground Service Alert (USA) markings, visible utility trenches, or other surface markings. Any pertinent design considerations and/or City Standards deviations will be fully discussed using Business Cases Evaluations before they are incorporated into the final design. Included in the PDR will be construction cost budgets (estimates), preliminary design criteria, construction schedule, preliminary list of technical specifications, and 30% design plans. The Draft PDR will be submitted to the City in electronic form (PDF) for review and comments.

Upon receipt of comments from the City, NV5 will prepare a comments/response log and submit it with our proposed responses to all the comments received on the Draft PDR. NV5 will prepare and submit the Final PDR in electronic form (PDF) for use and distribution. This document will be the basis for the Final Design Documents.

Task 6 – Final Design Documents

Task 6.1 – Pump Station Facility

The PDR (30% Design Level) document will be used as a basis to develop a complete set of Contract Documents (plans, specifications, and engineering estimates) for the CCBPS2 Relocation Project. This task includes all the activities necessary to provide the City with a complete set of Bid Documents for the Project.

NV5 will prepare the Final Design Project plans and specifications and submit to the City for review and comments at the 60% and 90% design completions stages. The plans will include the following disciplines:

- General
- Civil
- Structural
- Mechanical
- Electrical
- Instrumentation

The plans and specifications will abide to the City standards with modifications (approved by the City) to meet specific project requirements.

The 60% design specifications will be created using the City's General Specifications and NV5 will developed the Special Provisions. We will develop and incorporate the technical specifications required for this Project. The specifications will be completed using Construction Specifications Institute (CSI) format. Specific methods of payment for each portion of work as required by the Project will be clearly identified in the specifications to define a concise set of bid items.

We will develop the 60% engineer's estimate with specific detail and coordinated with City staff to identify the proper bid items. The quantities and descriptions for each bid item will coincide with the measurement and payment descriptions included in the specifications.



We will compile comments from the City during the 60% Design Review Comments Meeting. All comments will get incorporated into a standard Comment/Response Decision Log. This log will be submitted to the City with the complete 90% Design Submittal. We will provide the City with copies of the structural calculations for the design.

The 90% Design Plans, Specifications and Estimate will incorporate all City comments.

We will compile comments from the City staff during the 90% Design Review Comments Meeting. All comments will be incorporated into a standard Comment/Response Decision Log. This log will be submitted to the City with the complete Final Design Submittal so that it becomes part of the Contract Documents.

The Final Design Plans, Specifications and Estimate will incorporate all City comments.

At each design stage, NV5 will include updated design and construction schedule, engineer's opinion of probable construction costs.

Task 6.2 Bathroom Facility

We understand the project consists of new single use restroom building adjacent to the existing Pump Station #3. It is our understanding that this scope would be added to the current package for the new pump station enclosure. The building will be ADA compliant and consist of a urinal, toilet, sink and changing table.

Task 6.2.1 – General Services

Attendance of three (3) coordination meetings per discipline (via video conference) to review engineering concepts in order to proceed with the design phase and to properly coordinate the work of the related disciplines.

Providing assistance to the design team on establishing space allocations for systems, equipment and associated distribution.

Preparation of Construction Documents, consisting of bill of materials, drawings and technical specifications (for specific sections as necessary) setting forth in reasonable detail the requirements for constructing the project. We understand that specification section templates will be provided for our review and editing.

Preparation of sealed and signed drawings for building department permit submittal.

Completion of drawings utilizing AutoCAD production software.

Task 6.2.2 - Mechanical Engineering Services

Design the mechanical systems to support the restroom building program and equipment loads. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and owner selected consultants.

Prepare calculations to demonstrate compliance with the applicable energy codes for the mechanical systems using the mandatory and prescriptive requirements as outlined in the California Energy Code (Title 24).

Scope of work is limited to the restroom building only.



Task 6.2.3 Plumbing Engineering Services

Design of the plumbing systems, including storm drainage, sanitary sewer, domestic hot and cold water systems. Our scope of services will include up to five feet outside the building. Services will be roughed-in to locations determined by the appropriate vendors, suppliers and Owner selected consultants.

Prepare calculations to demonstrate compliance with the applicable energy codes for the plumbing systems using the mandatory and prescriptive requirements as outlined in the California Energy Code (Title 24).

Plumbing site utility scope is not included with this proposal and will provided by others.

Task 6.2.4 Electrical Engineering Services

Design of the electrical power distribution system to support the building systems and equipment loads. Services will be roughed-in to locations determined by others.

Prepare calculations to demonstrate compliance with the applicable energy codes for the electrical systems using the mandatory and prescriptive requirements as outlined in the California Building Code (Title 24).

Design of back of house lighting systems including fixture specifications, controls and circuiting.

Coordinate site utility requirements with the Civil Engineer and local electric utility.

Task 6.2.5 – Structural Engineering Services

The NC team will provide structural engineering design and prepare contract documents for review and comment by the NV5 structural team in CA. The NV5 team in CA will review, sign, and seal the documents, and will perform construction administration as needed. The NC office will also provide drawing production services for the architectural construction drawings as directed by our in-house architect. The architect will review all contract drawings produced. Submittals will be required at 30%, 60%, 90% and 100% design. Services and contract documents for this project will be similar in nature to those performed on the Carbon Canyon Booster Pump Station.

The following drawings will be developed for the bathroom facility:

- A-1 Architectural General Notes
- A-2 Floor Plan
- A-3 Roof Plan
- A-4 Sections and Details
- A-5 Building Elevations
- A-6 Hardware Schedule and Architectural Details
- S-1 Structural General Notes
- S-2 Abbreviations and Table of Special Inspections
- S-3 Foundation and Roof Framing Plan
- S-4 Typical Foundation Details
- S-5 Typical CMU Details
- S-6 Typical Wood Details
- S-7 Sections and Details

Scope and Submittal Requirements will be as follows:

30% Design

- Participate in phone and email discussions for coordination purposes.
- Participate in a maximum of (2) web-based meetings.
- Develop plan view and elevation view to side and position structure on site.

60% Design

- Participate in phone and email discussions for coordination purposes.
- Participate in a maximum of (2) web-based meetings.
- Develop plans, typical details and general notes.
- Complete gravity and lateral analysis/design for bathroom building.
- Provide structural specifications.
- Assist in coordination with all disciplines. Specifically coordinate with architect for production of architectural drawings.
- Provide Statement of Special Inspections.
- Include construction drawings indicated above to 60% level of completion.
- Perform internal QA/QC.

90% Design

- Respond to comments.
- Coordinate final architectural drawings with architect.
- Submit final specifications.
- Submit drawings in electronic format.
- Submit structural material quantity takeoffs for estimating purposes

100% Design

- Respond to comments.
- Coordinate final architectural drawings with architect in NV5 NY office.
- Submit final drawings for bid.
- Submit final specifications.
- Submit structural calculations.
- Submit drawings in electronic format.
- Submit structural material quantity takeoffs for estimating purposes by NV5 Sacramento office.



CITY OF BREA
CARBON CANYON BOOSTER PUMP STATION NO. 2 RELOCATION DESIGN
Fee Estimate
April 17, 2020

Task		\$210.00	\$190.00	\$150.00	\$190.00	\$180.00	\$110.00	\$100.00	Total NVS Labor Hours	Total NVS Labor Cost	Total Structural Labor Cost	Total Infrastructure Labor Cost	Total
		Bradley Waldrop Project Manager	Nona Espinosa Project Engineer	Kaitlyn Leong Utility Coordinator	Valoree Elkins Structural Engineer	Daniel Mendez Electrical Engineer	Supporting Staff Staff Engineer Project Assistant						
Task 1 – Project Managemet													
1.1	Project Administration	40					8		48	\$9,200	\$0.00	\$9,200	\$9,200
1.2	Project Meetings												
	- Kickoff Meeting	2	2						4	\$800	\$0.00	\$800	\$800
	- Draft PDR Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
	- 60% Design Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
	- 90% Design Review Comments Meeting	2	2						4	\$800	\$0.00	\$800	\$800
1.3	QA/QC	24							24	\$5,040	\$0.00	\$5,040	\$5,040
	Subtotal Task 1	72	8	0	0	0	0	8	88	\$17,440	\$0.00	\$17,440	\$17,440
Task 2 – Data Collection and Review													
2.1	Review Existing Documentation												
	- Collect/Review Background Information	2	24	16			4		46	\$7,820	\$0	\$7,820	\$7,820
	- Submit Background Data Summary TM	2	12		4		16	2	36	\$5,420	\$760	\$4,660	\$5,420
2.2	Utility Coordination												
	- Submit "A" Letters			12			8	2	22	\$2,880	\$0	\$2,880	\$2,880
	- Submit "B" Letters			8			4	2	14	\$1,840	\$0	\$1,840	\$1,840
	- Submit "C" Letters			4			2	2	8	\$1,020	\$0	\$1,020	\$1,020
	Subtotal Task 2	4	36	40	4	0	34	8	126	\$18,980	\$760	\$18,220	\$18,980
Task 3 - Surveying Services													
	Surveying Services									\$20,643	\$0	\$20,643	\$20,643
	Subtotal Task 3									\$20,643	\$0	\$20,643	\$20,643
Task 4 - Geotechnical Services													
4.1	Research/Review Existing Geotechnical Documents and Enncroachment Permit									\$420	\$0	\$420	\$420
4.2	Field Exploration Markout and Coordination w/ Client and Subcontractors									\$875	\$0	\$875	\$875
4.3	Field Explorations and Borings									\$10,670	\$0	\$10,670	\$10,670
4.4	Laboratory Testing									\$2,985	\$0	\$2,985	\$2,985
4.5	Analysis and Report									\$6,780	\$0	\$6,780	\$6,780
	Subtotal Task 4									\$21,729	\$0	\$21,729	\$21,729
Task 5 – Preliminary Design Report													
5.1	Hydraulic Anlysis	2	16				8		26	\$4,340	\$0	\$4,340	\$4,340
5.2	Site Layout Analysis	2	24		20	16	16		78	\$13,420	\$4,240	\$9,180	\$13,420
5.3	Preliminary Design Report												
	- Draft	2	36		24	36	60	2	160	\$25,100	\$6,210	\$18,890	\$25,100
	- Final		20		10	20	32	2	84	\$13,020	\$2,780	\$10,240	\$13,020
	Subtotal Task 5	6	96	0	54	72	116	4	348	\$55,880	\$13,230	\$42,650	\$55,880
Task 6 – Final Design Documents													
6.1	Pump Station Facility												
	60% Design Documents												
	- Plans	12	36		24	32	60		164	\$26,280	\$6,210	\$20,070	\$26,280
	- Specifications	8	16		8	8		2	42	\$7,880	\$1,520	\$6,360	\$7,880
	- Estimate	2	16		4	4	16		42	\$6,700	\$1,200	\$5,500	\$6,700
	90% Design Documents												
	- Plans	8	48		18	32	80		186	\$28,780	\$5,620	\$23,160	\$28,780
	- Specifications	4	36		16	16		8	80	\$14,400	\$3,040	\$11,360	\$14,400
	- Estimate	2	10		2	2	8		24	\$3,940	\$600	\$3,340	\$3,940
	Final Design Documents												
	- Plans	4	36		10	16	60		126	\$19,060	\$3,550	\$15,510	\$19,060
	- Specifications	2	24		4	4		4	38	\$6,860	\$760	\$6,100	\$6,860
	- Estimate	2	8		2	2	4		18	\$3,120	\$490	\$2,630	\$3,120
6.2	Bathroom Facility												
6.2.1	General Services	7	23	3.5	0	0	30	1.5	36	\$9,815	\$0	\$9,815	\$9,815
6.2.2	Mechanical Engineering Services									\$1,750	\$0	\$1,750	\$1,750
6.2.3	Plumbing Engineering Services									\$1,750	\$0	\$1,750	\$1,750
6.2.4	Electrical Engineering Services									\$4,500	\$0	\$4,500	\$4,500
6.2.5	Structural Engineering Services									\$31,050	\$31,050	\$0	\$31,050
	Subtotal Task 4	44	230	0	88	116	228	14	720	\$165,885	\$54,040	\$111,845	\$165,885
Total Tasks 1-4		126	370	40	146	188	378	34	1,282	\$300,557	\$68,030	\$232,527	\$300,557

ORIGIN ID: SMFA (916) 841-9216
NVS SACRAMENTO
NVS, INC.
2525 NATOMAS PARK DRIVE, SUITE 300
SACRAMENTO, CA 95833
UNITED STATES US

SHIP DATE: 22APR20
ACTWGT: 2.00 LB
CAD: 2949084/NET4220
BILL SENDER

TO LILLIAN HARRIS-NEAL, MMC
CITY OF BREa
1 CIVIC CENTER CIRCLE

BREA CA 92821

(714) 990-7757
INV:
PO:
REF: BRADLEY CITY OF BREa
DEPT:

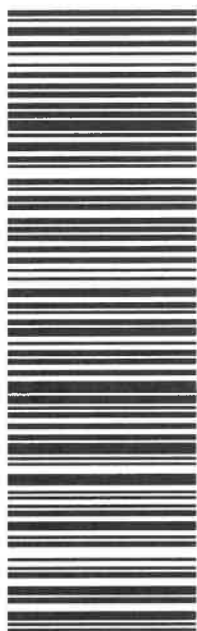


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TRK# 7702 9787 1270
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AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "City") and **NV5**, a _____ (hereinafter referred to as "Contractor"), who agree as follows:

I. Agreement

- A. This Agreement consists of this document together with the following Exhibits, all of which are incorporated herein by reference, and which, together, supersede all prior agreements and understandings between the parties with respect to the matter herein:

Exhibit A – Contractor's Proposal

Exhibit B – General Provisions

Exhibit C – Insurance Requirements

Exhibit D – California Labor Code Compliance

- B. This Agreement may be modified in writing only as specifically provided herein.

II. Scope of Services

- A. On or about April 13, 2020, the City issued its Request for Proposal for the engineering consulting services which include a new booster pump station and restroom design services for Carbon Canyon Booster Pump No. 2 ("RFP"). The RFP is incorporated by reference herein and a copy is on file with the City Engineer. In response, Contractor submitted its proposal dated April 17, 2020, attached hereto as Exhibit "A" and incorporated by reference herein ("Proposal"). Upon being given a written notice to proceed, Contractor shall commence performance of the services described in the RFP and the Proposal, and in compliance with all provisions of this Agreement (collectively, "Services").

III. Term

- A. This Agreement shall commence on Effective Date and shall continue until the earlier of one (1) year or acceptance and final payment for the Services, unless sooner terminated as provided herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by both parties.

IV. Compensation

- A. Subject to the limitations herein, City shall pay Contractor for Services satisfactorily rendered according to prices set forth in Exhibit B and according to Section I.D Payment, in Exhibit B. The Parties agree that full and complete payment for all Services satisfactorily performed shall be the TOTAL, NOT-TO-EXCEED amount of Three Hundred Thousand Five Hundred and Fifty-Seven Dollars (\$300,557), including any and all reimbursables ("Contract Amount").
- B. Any work performed in excess of the Services, as described in Section II, without City's prior written approval shall be deemed to have been performed in fulfillment of the requirements of this Agreement and included within the not-to-exceed Contract Amount.

- C. Payment for any approved, additional work, is addressed in the Payment section of Exhibit B.

V. Insurance Requirements

- A. All policies of insurance shall be provided by companies rated A:VII or better by A.M. BEST, and include all the required endorsements as set forth in Exhibit C.
- B. Exhibit C shall govern in the event of any conflict with the following coverages.
1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
 2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
 3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
 4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.
 5. **Cyber liability Insurance [if required]**
of at least \$1,000,000 per occurrence (may be provided as part of a professional liability policy)

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail. All communications shall be sent to:

City OF BREA - Project Manager:
Brian M. Ingallinera, CPSWQ
Environmental Services Coordinator
1 Civic Center Circle
Brea, CA 92821
(714) 990-7672 phone
Briani@cityofbrea.net

City OF BREA - City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

Contractor – Representative:
NV5, Bradley Waldrop, P.E.
Regional Managing Director
2525 Natomas Park Drive, Suite 300
Sacramento, CA 95833
(916) 641-9108 phone
Bradley.waldrop@nv5.com

City of Brea

Contract No. _____

IN WITNESS WHEREOF, The parties hereto have entered this Agreement as of the Effective Date:

City of Brea

City of Brea

a municipal corporation

Printed Name: Neil Groom

Title: Procurement & Contracts Administrator

Signature: _____

Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

Contractor

Business Name: NV5

Federal ID# 94-2706173

License Nos ☐ Contractor License #:

(if checked,
Contractor to provide)

☐ DIR Registration #:

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Bradley Waldrop, P.E.

Title: Regional Managing Director

Signature: 

Date: April 22, 2020

Contractor 2nd Signature (if corporation)

Printed Name: Jeff Pallesen

Title: Vice President

Signature: 

Date: 4/22/20

City of Brea
Contract No. _____

EXHIBIT A
CONTRACTOR'S PROPOSAL

End of Exhibit A

EXHIBIT B
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

Contractor shall forthwith undertake and complete the Services in accordance with this Agreement, including the RFP and Exhibits, all Federal, State and City statutes, regulations, ordinances and guidelines, and industry standards, and to the reasonable satisfaction of City.

Labor Code Compliance

Some or all of the Services include "pre-construction work" in connection with a specific City project, so as to constitute a "public work" as defined in Labor Code Section 1720, et seq. As to all such work, Contractor shall comply with all requirements set forth in Exhibit "D" California Labor Code Compliance, attached hereto.

B. Documents, Reports, Photographs, Drawings

Contractor shall supply copies of all required maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents"), as described in the RFP and Exhibit "A", to City within the time specified in the RFP. Copies of the documents shall be in such numbers as required by the City or otherwise as set forth in the RFP. The time limits set forth pursuant to this Agreement may be extended upon written approval of City.

C. Subcontracting

Contractor shall not subcontract any required performance without the City's prior, written consent. In the event any such other persons are authorized by the City to be retained by Contractor, Contractor hereby warrants that such persons shall be fully qualified to perform the Services. Contractor further agrees that Contractor shall remain fully responsible for the performance of this Agreement, whether or not any subcontractor is utilized by Contractor.

D. Payment

City agrees to pay Contractor up to the Contract Amount for the satisfactory performance of the Services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Contractor. Payment to Contractor shall be made in accordance with the schedule set forth below. Notwithstanding any other provision herein, City shall retain five percent (5%) of each invoiced amount, pending receipt of all deliverables.

Payments to Contractor shall be made by City in accordance with the invoices submitted by Contractor, on a monthly basis for work satisfactorily performed, and such invoices shall be paid within a reasonable time after said invoices are received by City. All charges shall be in accordance with Contractor's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein, (i) in no event shall the total of said invoices exceed the Contract Amount; and (ii) further provided that in no event shall Contractor, or any person claiming by or through Contractor be paid an aggregate amount in excess of the Contract Amount.

Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by the City.

Additional Services: Any agreement to provide additional services must be in writing, executed by both parties, prior to any work being initiated. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after said invoices are received by City.

E. Information and Assistance

City will provide: (i) information and assistance as reasonably requested by Contractor; (ii) photographically reproducible copies of maps and other publicly available documents which Contractor considers necessary in order to perform the Services; (iii) such information as is generally available from City files applicable to the Services; and (iv) assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Contractor's responsibility to make all initial contact with respect to the gathering of such information.

F. Ownership of Work Product

1. Unless otherwise agreed upon in writing, all concepts, ideas, reports, documents, plans, specifications, and/or other original written material, including any original images, photographs, video files, digital files, and/or other media created or developed for the City by Contractor in the performance of this Agreement, including any and all known and unknown intellectual and/or proprietary rights arising from their creation (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made. Any use of the Work Product by City outside of the scope of this Agreement, shall be at City's risk. CONSULTANT shall not obtain or attempt to obtain copyright or other protection as to any of the Work Product.

2. Contractor hereby assigns to City all ownership rights, including any and all known and unknown intellectual property rights, to the Work Product that are not otherwise vested in the City pursuant to subsection F.1, above.

3. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked

documents, materials, equipment, devices or processes in connection with its provision of the Services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

G. Termination

This Agreement may be terminated by City upon the giving of a written "Notice of Termination" to Contractor at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, Contractor shall be paid for services satisfactorily rendered up to the date of service of the Notice, and for any documented out of pocket expenses reasonably incurred by Contractor pursuant to this Agreement. In no event, however, shall Contractor receive more than the Contract Amount. Contractor shall provide to City any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by Contractor as of the date of termination. Contractor may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, Contractor agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit C of this Agreement.

I. Indemnity

1. Contractor and City agree that City, its elected officials, officers employees, agents and volunteers should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City.

2. **For Other Than Design-Professional Services.** To the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this subsection "I") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, consultants or

agents in connection with the performance of the Contractor's Services, and/or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by the City or any of the other Indemnitees.

3. **For Design Professional Services.** If Contractor's Services hereunder include the performance of design professional services by a "design professional", (as defined below), then to the extent permitted by law, Contractor shall, at its sole cost and expense, indemnify and hold the City and other Indemnitees, and each of them, harmless with respect to any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness, or willful misconduct of the Contractor, and/or its officers, agents, employees, servants, subcontractors, contractors or their officers, agents, employees, servants, contractors or subcontractors (or any entity or individual for whom the Contractor shall bear legal liability) in the performance of design professional services under this Agreement. **Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Contractor pursuant to this subsection I.3, exceed Contractor's proportionate percentage of fault.**

4. For purposes of subsection I.3, above, and in accordance with Civil Code Section 2782.8(a), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

5. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The indemnification obligations set forth herein are binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

6. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. Assignment and Subcontracting

No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by Contractor without the prior written consent of City.

K. Work Delays

In the event that Contractor fails to submit to City all required deliverables, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time required herein, or as may be extended by written consent of the parties hereto, then Contractor shall be in default.

L. Independent Contractor

1. Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor is or shall become an employee of City. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from City as herein provided.

2. All work and other Services provided pursuant to this Agreement shall be performed by Contractor or by Contractor's employees or other personnel under Contractor's supervision, and Contractor and all of Contractor's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Brea business license as required by the Brea City Code. Contractor will determine the means, methods, and details by which Contractor's personnel will perform the Services. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

3. All of Contractor's employees and other personnel performing any of the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Contractor's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Contractor shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Contractor's personnel require to perform any of the Services required by this Agreement. Contractor shall perform all Services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of any Services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Contractor from time to time for Contractor's personnel to obtain information about or to check on the status of projects pertaining to the Services

under this Agreement.

4. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of any Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Contractor and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

5. To the maximum extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers employees, agents and volunteers, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.L, or any of Contractor's personnel practices. In addition to all other remedies at law, City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification obligation arising under this Section. The duty of indemnification set forth in this Section is in addition to all other indemnification provisions of this Agreement.

M. PERS Compliance and Indemnification

1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Contractor agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Contractor shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Contractor shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

2. Indemnification. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, officers employees, agents and volunteers from any and all liabilities, damages, claims,

costs and expenses of any nature to the extent arising from, caused by, or relating to Contractor's violation of any provision of this Section I.M.

N. Governing Law and Venue

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

O. Attorneys' Fees

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

P. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. The following order of documents shall govern in the event of any inconsistency or conflict between this Agreement, the RFP, and any Exhibit: This Agreement, then the RFP, then Exhibits B, C and D, then the Proposal.

II. Manner of Payment and Accounting Requirements

A. Taxes

1. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of the payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this Section.

B. Payment Terms

1. Invoices are to be submitted in arrears, after services have been satisfactorily performed. Subject to the five percent (5%) retention, payment will be made net 30 days after receipt of an invoice in a format acceptable to City. Invoices shall be verified and approved by the City and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the City for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.
2. Billing shall cover services not previously invoiced. The Contractor shall reimburse the City for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the City shall not preclude the right of the City from thereafter disputing any items involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods.

C. Invoicing Instructions

1. Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
3. City does not accept electronic invoices.

D. Accounting Records of Contractor

1. During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, Contractor shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of Contractor's costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

End of Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Agreement Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- 2. Limits shall be no less than \$2,000,000 per occurrence

Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Agreement is completed.

B. Automobile Liability Insurance (ALI)

- 1. ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor's own vehicle; and
 - b) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

C. Workers' Compensation (WC)

1. Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PLI)

1. Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

E. Cyber Liability [if required]

1. Cyber liability insuring against any and all financial loss to the City or any other of the Additional Insureds, including bank charges, resulting from unauthorized access to, or theft or destruction of, City data including financial information of any kind, and/or personally identifiable information (PII) controlled, processed, stored, handled, or otherwise utilized by Contractor, with limits not less than \$1,000,000 per occurrence. This coverage may be provided as part of a professional liability policy.

III. Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

A. Commercial General Liability

1. Additional Insured

- a) The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"

- (3) Restrict coverage to the "Sole" liability of Contractor
 - (4) Exclude "Third-Party-Over Actions"
 - (5) Contain any other exclusion contrary to the Agreement
- c) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

- 1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor waives all rights of subrogation against

the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
- B. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If "design professional" services include structural design services, and professional liability coverage, including coverage for Construction Defect claims, is written on a claims-made basis, then the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and an extended reporting period shall be provided for a period of at least 10 years from termination or expiration of this Agreement. For all other professional liability coverage provided on a claims-made basis, the extended reporting period shall be not less than three (3) years following termination or expiration, or such other period as approved in writing by the City's Risk Manager.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit C

EXHIBIT D

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that some or all of the Services under this contract are subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and, as to those Services constituting "public works", Contractor agrees to be bound by all the provisions thereof as though set forth in full herein, and to comply with the requirements of this Exhibit D.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this contract.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this contract. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date 4/22/2020 Signature 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2020

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

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

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-744-0574	FAX (A/C, No): 619-234-8601
	E-MAIL ADDRESS: certificates@cavignac.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Continental Casualty Co.	20443
	INSURER C : Continental Insurance Company	35289
	INSURER D : National Fire Ins. Hartford	20478
	INSURER E : Berkley Insurance Company	32603
	INSURER F : Underwriters at Lloyds London	85202

COVERAGES	CERTIFICATE NUMBER: 517422148	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab <input checked="" type="checkbox"/> Severoflnrst GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6057040530	5/1/2019	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	6057040575	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUE6076054554	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC857040561	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Professional Liability Cyber Liability		AEC902912003 1116785	5/1/2019 5/1/2019	5/1/2020 5/1/2020	Ea. Claim/Aggreg. Limit \$10M/\$20M \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Brea Carbon Canyon PS2. Additional Insured coverage applies to General Liability and Automobile Liability for City of Brea, its elected officials, officers, employees, volunteers, boards, agents and representatives per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium they will provide 30 days notice of such cancellation or nonrenewal.

CERTIFICATE HOLDER City of Brea 1 Civic Center Circle Brea CA 92821	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

00020007560570405758533





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury or property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date: 05/01/2019

Policy No: 6057040530; 6057040575; CUE6076054554

Notice of Cancellation to Certificate Holder(s) Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section VII, Conditions, H. Notice of Cancellation, is amended by adding the following provision:

In the event this Policy is to be cancelled by you or by us, we agree to give thirty (30) days prior notice to the certificate holder(s) with mailing addresses on file with the agent of record.

This provision does not apply if cancellation is due to nonpayment of premiums to us or to a finance company authorized to cancel this Policy.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to the **Policy Period** stated in Declarations, Item 2.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us or our agents or representatives.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured NV5 Global, Inc.		rebmuN yciloP AEC902912003
Effective Date of This Endorsement 05/01/2019		Authorized Representative



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 05/01/2019

Policy No: 6057040554; 6057040561



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **Waiver of Subrogation Operations**

3. Premium:

The premium charge for this endorsement shall be **Waiver of Subrogation Percent of Premium** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **Waiver of Subrogation Advance Premium**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date: 05/01/2019

Policy No: 007040561

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 05/19/2020

SUBJECT: City Outgoing Payment Log and Disbursement Registers for May 8 and 15, 2020

RECOMMENDATION

Receive and file.

Attachments

Payment Log

05-08-20 City Disbursement Register

05-15-20 City Disbursement Register

City of Brea
Outgoing Payment Log
April 2020

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
4/2/2020	Elavon	Credit card processing fees	692.51
4/2/2020	BANK OF AMERICA LEASING & CAPITAL	SOLAR LEASE PAYOFF	2,379,526.50
4/3/2020	Citizens Business Bank	Credit card processing fees	1,343.14
4/7/2020	CALPERS	Medical payment	392,022.33
4/10/2020	Brea Payroll	Brea staff payroll	872,672.08
4/10/2020	Brea Payroll	Employee deductions	115,953.05
4/10/2020	EDD	Payroll State taxes	55,696.21
4/10/2020	CA SDU	Child support payments	801.65
4/10/2020	IRS	Payroll Federal taxes	173,211.14
4/14/2020	CALPERS	Member retirement	212,115.91
4/15/2020	BANK OF NEW YORK MELLON	2010 Lease Bond Payment	30,976.75
4/20/2020	Paymentus	Monthly service fee	5,797.00
4/23/2020	CA SDU	Child support payments	866.10
4/24/2020	Citizens Business Bank	Monthly banking service fee	1,671.94
4/24/2020	Brea Payroll	Brea staff payroll	841,288.05
4/24/2020	Brea Payroll	Employee deductions	97,328.15
4/24/2020	EDD	Payroll State taxes	49,921.71
4/24/2020	IRS	Payroll Federal taxes	155,822.52
4/27/2020	CALPERS	Member retirement	210,600.75
4/29/2020	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,125.34
			<hr/> 5,611,432.83
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	83,962.20
	Various	General Liability Claims	25,090.00
		Subtotal	<hr/> 109,052.20
			<hr/> \$ 5,720,485.03 <hr/>

City Disbursement Register

Between May 4, 2020 12:00 AM and May 8, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183834	AT&T	05/08/2020	22050	475141471	3616393504 4/11/2020	\$3,907.85
		05/08/2020	22050	475141471	9878163503 4/11/2020	\$5,717.70
AT&T						Total Check Amount: \$9,625.55
183835	AT&T CALNET	05/08/2020	20391	360515145	CALNET FEB/MAR20	\$40.43
		05/08/2020	20391	361515142	CALNET FEB/MAR20	\$106.43
		05/08/2020	20391	420515131	CALNET FEB/MAR20	\$288.37
		05/08/2020	20391	475141471	CALNET FEB/MAR20	\$8,587.30
AT&T CALNET						Total Check Amount: \$9,022.53
183836	AT&T LONG DISTANCE	05/08/2020	1737	475141471	807752441 4/4/20	\$26.45
AT&T LONG DISTANCE						Total Check Amount: \$26.45
183837	PHILIP BAKER	05/08/2020	28842	110	REFUND DUE TO COVID19	\$96.00
PHILIP BAKER						Total Check Amount: \$96.00
183838	BREA OLINDA UNIFIED SCHOOL DISTRICT	05/08/2020	1970	110	CHEVRON-ROBOTICS TEAM	\$500.00
BREA OLINDA UNIFIED SCHOOL DISTRICT						Total Check Amount: \$500.00
183839	BUSINESS CARD	05/08/2020	18749	110212111	BSCARD PD 042320	\$125.37
		05/08/2020	18749	110212134	BSCARD PD 042320	\$335.21
		05/08/2020	18749	110222223	BSCARD FIRE 042320	\$57.95
		05/08/2020	18749	110404154	BSCARD CS 042320	\$1,010.00
		05/08/2020	18749	420515131	BSCARD WATER 042320	\$255.34
		05/08/2020	18749	950000000	ILJAOC BSCARD JM 0420	\$80.00
BUSINESS CARD						Total Check Amount: \$1,863.87
183840	CHARLES TAN & ASSOCIATES, INC.	05/08/2020	26706	110000000	PLAN REVIEW THRU 3/12	\$500.00
CHARLES TAN & ASSOCIATES, INC.						Total Check Amount: \$500.00
183841	COUNTY OF ORANGE	05/08/2020	4799	110212122	OCATS/ROUTER APR 2020	\$1,104.51
COUNTY OF ORANGE						Total Check Amount: \$1,104.51
183842	DELTA DENTAL INSURANCE COMPANY	05/08/2020	26074	110	05-5103125 DENTAL MAY	\$2,075.50
DELTA DENTAL INSURANCE COMPANY						Total Check Amount: \$2,075.50
183843	DFM ASSOCIATES	05/08/2020	8401	110111161	2020 CA ELCTIONS CODE	\$57.90
DFM ASSOCIATES						Total Check Amount: \$57.90
183844	SOUTHERN CALIFORNIA EDISON	05/08/2020	3343	110515121	ELECTRICITY MAR/APR20	\$13,206.88
		05/08/2020	3343	110515125	ELECTRICITY MAR/APR20	\$5,205.00
		05/08/2020	3343	110515143	ELECTRICITY MAR/APR20	\$39.04
		05/08/2020	3343	341515112	ELECTRICITY MAR/APR20	\$82.68
		05/08/2020	3343	343515112	ELECTRICITY MAR/APR20	\$204.00
		05/08/2020	3343	345515112	ELECTRICITY MAR/APR20	\$41.82
		05/08/2020	3343	346515112	ELECTRICITY MAR/APR20	\$95.63
		05/08/2020	3343	420515131	ELECTRICITY MAR/APR20	\$19,179.31

City Disbursement Register

Between May 4, 2020 12:00 AM and May 8, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183844	SOUTHERN CALIFORNIA EDISON	05/08/2020	3343	430515123	ELECTRICITY MAR/APR20	\$16.06
		05/08/2020	3343	490515151	ELECTRICITY MAR/APR20	\$1,118.61
		05/08/2020	3343	880515113	ELECTRICITY MAR/APR20	\$10.51
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$39,199.54
183845	ELECTRIC CAR SALES AND SERVICE, INC	05/08/2020	26704	480515161	1706 BED REPLACEMENT	\$3,300.53
ELECTRIC CAR SALES AND SERVICE, INC					Total Check Amount:	\$3,300.53
183846	FRONTIER COMMUNICATIONS	05/08/2020	26183	475141471	5621820146 0416-0515	\$53.76
FRONTIER COMMUNICATIONS					Total Check Amount:	\$53.76
183847	FRONTIER COMMUNICATIONS	05/08/2020	26183	420515131	5621821220 0428-0527	\$188.99
FRONTIER COMMUNICATIONS					Total Check Amount:	\$188.99
183848	GALVEZ QUALITY AUTO GLASS	05/08/2020	27010	480515161	1820 WINDSHIELD REPL	\$485.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$485.00
183849	GATEWAY URGENT CARE CENTER	05/08/2020	27352	110141481	MED EXAMS FEB 2020	\$2,680.00
		05/08/2020	27352	110141481	MED EXAMS MAR 2020	\$135.00
GATEWAY URGENT CARE CENTER					Total Check Amount:	\$2,815.00
183850	GMC ELECTRICAL, INC.	05/08/2020	14517	420515131	HNDHOLE LINER GROMMITS	\$3,348.37
GMC ELECTRICAL, INC.					Total Check Amount:	\$3,348.37
183851	INTELLI-TECH	05/08/2020	8774	475141471	FORTICARE PLUS 20/21	\$3,606.00
INTELLI-TECH					Total Check Amount:	\$3,606.00
183852	THE KNOT WORLDWIDE INC.	05/08/2020	29598	110404154	ADS INVUSD18217851	\$5,000.00
THE KNOT WORLDWIDE INC.					Total Check Amount:	\$5,000.00
183853	LACEY CUSTOM LINENS, INC.	05/08/2020	2772	110141441	LINEN CLEANING	\$230.48
		05/08/2020	2772	110141441	LINEN SVC GAS SURCHG	\$20.00
LACEY CUSTOM LINENS, INC.					Total Check Amount:	\$250.48
183854	JALISSA LIPSCOMB	05/08/2020	29645	110	REFUND DUE TO COVID19	\$3,745.00
JALISSA LIPSCOMB					Total Check Amount:	\$3,745.00
183855	MEDPOST URGENT CARE - BREA	05/08/2020	27547	110141481	HR MED SVCS MAR 2020	\$305.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$305.00
183856	NDS, LLC	05/08/2020	25312	110141441	PRESORT MAILSVCS MAR20	\$391.39
NDS, LLC					Total Check Amount:	\$391.39
183857	ORANGE COUNTY WINWATER WORKS	05/08/2020	28030	510707251	PLUMBING SUPPLIES	\$4,710.10
ORANGE COUNTY WINWATER WORKS					Total Check Amount:	\$4,710.10
183858	PETTY CASH CUSTODIAN	05/08/2020	15656	110	PCF REPLENISHMNT 4-29	\$64.60
PETTY CASH CUSTODIAN					Total Check Amount:	\$64.60
183859	PETTY CASH CUSTODIAN	05/08/2020	15768	110	PCF REPLENISHMNT 4-27	\$55.00
PETTY CASH CUSTODIAN					Total Check Amount:	\$55.00
183860	PLUMBING WHOLESALE OUTLET, INC.	05/08/2020	18392	420515131	PLUMBING SUPPLIES	\$37.24
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$37.24

City Disbursement Register

Between May 4, 2020 12:00 AM and May 8, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183861	PREMIUM RV INC.	05/08/2020	11981	480515161	7WAY COMBO ELECT PLUG	\$41.14
PREMIUM RV INC.					Total Check Amount:	\$41.14
183862	PUENTE HILLS FORD	05/08/2020	25742	480515161	1321 FUEL PUMP REPAIR	\$813.13
		05/08/2020	25742	480515161	HOSE/THERMOSTAT/SEAL	\$99.87
		05/08/2020	25742	480515161	WHEELS AND SENSORS	\$493.58
PUENTE HILLS FORD					Total Check Amount:	\$1,406.58
183863	ROBERTSON'S	05/08/2020	3464	510707251	SLURRY	\$1,982.60
ROBERTSON'S					Total Check Amount:	\$1,982.60
183864	STETSON ENGINEERS INC.	05/08/2020	21629	420515131	PROF SVCS MAR 2020	\$41.25
STETSON ENGINEERS INC.					Total Check Amount:	\$41.25
183865	MARIKA PAZ SUMMERS	05/08/2020	29501	110404541	ARTGALLERY CONS SALES	\$200.20
MARIKA PAZ SUMMERS					Total Check Amount:	\$200.20
183866	TURBOSCAPE, INC	05/08/2020	29599	911515141	INST MULCH:SKATEPARKS	\$1,943.00
TURBOSCAPE, INC					Total Check Amount:	\$1,943.00
183867	VERITONE, INC.	05/08/2020	29644	110212111	SAAS ENT/AIRWARE LIC	\$2,999.99
VERITONE, INC.					Total Check Amount:	\$2,999.99
183868	VERIZON CONNECT NWF, INC.	05/08/2020	25293	480515161	GPS FEES MAR 2020	\$893.00
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$893.00
183869	GREGORY WALTERS	05/08/2020	11903	110212131	REIMB:MOTOROLA S/W	\$286.20
GREGORY WALTERS					Total Check Amount:	\$286.20
Check Subtotal						\$102,222.27
V41390	ACTIVE NETWORK, INC.	05/08/2020	14295	110	CRCARD REFUND 3/23-29	\$24,378.19
		05/08/2020	14295	110	TRANSCTN FEE 3/23-29	\$100.10
ACTIVE NETWORK, INC.					Total Check Amount:	\$24,478.29
V41391	AVCOGAS PROPANE SALES & SERVICES	05/08/2020	22047	480515161	PROPANE 526.2 GALS	\$1,034.52
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,034.52
V41392	BAB STEERING HYDRAULICS INC.	05/08/2020	18365	480515161	HYDRAULIC PUMP	\$592.88
		05/08/2020	18365	480515161	LIFT CYLINDER REPAIR	\$840.19
BAB STEERING HYDRAULICS INC.					Total Check Amount:	\$1,433.07
V41393	BEST LAWN MOWER SERVICE	05/08/2020	16230	480515161	BLOWER FLEX TUBE	\$32.45
		05/08/2020	16230	480515161	FUEL AND AIR FILTERS	\$114.60
		05/08/2020	16230	480515161	TRIMMER CARB/FUEL CAP	\$97.87
BEST LAWN MOWER SERVICE					Total Check Amount:	\$244.92
V41394	BILL'S AUTO UPHOLSTERY	05/08/2020	10510	480515161	SEAT REPAIR	\$480.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$480.00
V41395	BREA AUTO SERVICE	05/08/2020	12780	480515161	1207 A/C REPAIR	\$1,593.39
BREA AUTO SERVICE					Total Check Amount:	\$1,593.39

City Disbursement Register

Between May 4, 2020 12:00 AM and May 8, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41396	BREA/ORANGE COUNTY PLUMBING	05/08/2020	3781	490515151	BACK FLOW TESTING	\$2,075.00
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$2,075.00
V41397	C. WELLS PIPELINE MATERIALS INC	05/08/2020	13055	420515131	PLUMBING SUPPLIES	\$14,594.60
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$14,594.60
V41398	CALIFORNIA DOMESTIC WATER CO	05/08/2020	3388	420515131	WTR CONSUMPTION APR20	\$214,402.69
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$214,402.69
V41399	CANNINGS ACE HARDWARE	05/08/2020	15828	480515161	CREDIT TO INV#484939	(\$6.48)
		05/08/2020	15828	480515161	SHOP SUPPLIES	\$17.30
CANNINGS ACE HARDWARE					Total Check Amount:	\$10.82
V41400	CIGNA BEHAVIORAL HEALTH, INC.	05/08/2020	26628	110141481	EAP SVC MAY 2020	\$1,104.18
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$1,104.18
V41401	COLONIAL LIFE PROCESSING CENTER	05/08/2020	26071	110	4504054 CRIT ILL APR	\$302.94
		05/08/2020	26071	110	4504054 STD DISAB APR	\$1,715.18
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$2,018.12
V41402	CORE & MAIN LP	05/08/2020	27049	420515131	PAINT	\$197.84
		05/08/2020	27049	420515131	WATER METER ENCODERS	\$8,807.63
		05/08/2020	27049	420515131	WATER METERS+ENCODERS	\$9,117.78
CORE & MAIN LP					Total Check Amount:	\$18,123.25
V41403	RUDOLPH CORREA	05/08/2020	27556	420515131	SWCRB D5 CERT RENEWAL	\$105.00
RUDOLPH CORREA					Total Check Amount:	\$105.00
V41404	DELTA DENTAL PLAN OF CALIFORNIA	05/08/2020	3411	110	05-04253 DENTAL MAY20	\$17,655.15
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$17,655.15
V41405	EQUIPMENT DIRECT INC	05/08/2020	4522	420515131	RESPIRATOR MASKS	\$105.38
EQUIPMENT DIRECT INC					Total Check Amount:	\$105.38
V41406	FACTORY MOTOR PARTS COMPANY	05/08/2020	3504	480515161	BATTERIES	\$167.91
		05/08/2020	3504	480515161	BATTERY	\$83.96
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$251.87
V41407	FUSCOE ENGINEERING, INC.	05/08/2020	18052	110000000	201 BERRY WQMP MAR20	\$264.00
		05/08/2020	18052	110000000	ALVERO WQMP MAR20	\$66.00
		05/08/2020	18052	110000000	BREA C/W WQMP MAR20	\$926.00
		05/08/2020	18052	410515132	NPDES SVCS MAR 2020	\$1,284.50
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$2,540.50
V41408	GEORGE HILLS COMPANY	05/08/2020	27340	470141483	CLAIMS MGMT FEE APR20	\$530.42
GEORGE HILLS COMPANY					Total Check Amount:	\$530.42
V41409	HAAKER EQUIPMENT CO.	05/08/2020	4297	480515161	3' GATE VALVE	\$188.34
		05/08/2020	4297	480515161	HYDRAULIC CYLINDER	\$396.77
HAAKER EQUIPMENT CO.					Total Check Amount:	\$585.11
V41410	JACKSON'S AUTO SUPPLY	05/08/2020	1143	420515131	AUTO SUPPLIES MAR20	\$8.61

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41410	JACKSON'S AUTO SUPPLY	05/08/2020	1143	480515161	AUTO SUPPLIES MAR20	\$1,952.19
		05/08/2020	1143	490515151	AIR HOSE	\$38.67
		05/08/2020	1143	490515151	AIR HOSE, FS1	\$37.12
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$2,036.59
V41411	LINCOLN AQUATICS	05/08/2020	17902	110404422	BULK ACID	\$382.13
LINCOLN AQUATICS					Total Check Amount:	\$382.13
V41412	MAR-CO EQUIPMENT COMPANY	05/08/2020	20329	480515161	SWEEPER HEAD CURTAINS	\$557.18
		05/08/2020	20329	480515161	SWEEPER HEAD SPRINGS	\$105.61
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$662.79
V41413	MUNICIPAL WATER DISTRICT	05/08/2020	3784	420515131	TURF REMOVAL INSPECTN	\$111.00
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$111.00
V41414	PACIFIC TELEMAGEMENT SERVICES	05/08/2020	19696	475141471	7147920398 MAY 2020	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V41415	PRIME SYSTEMS INDUSTRIAL AUTOMATION	05/08/2020	27059	420515131	TELEMETRY	\$1,732.90
PRIME SYSTEMS INDUSTRIAL AUTOMATION					Total Check Amount:	\$1,732.90
V41416	RCS INVESTIGATIONS & CONSULTING LLC	05/08/2020	22534	110212111	BCKGRND INVESTIGATION	\$1,750.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$1,750.00
V41417	SC FUELS	05/08/2020	16654	480515161	REG ETH 3951 GALS	\$7,214.73
SC FUELS					Total Check Amount:	\$7,214.73
V41418	VICTOR SERNA	05/08/2020	26639	420515131	SWCRB D3 CERT RENEWAL	\$90.00
VICTOR SERNA					Total Check Amount:	\$90.00
V41419	SHRED-IT USA	05/08/2020	7438	110111161	DOC SHRED MAR/APR20	\$16.00
		05/08/2020	7438	110212122	DOC SHRED MAR/APR20	\$208.00
		05/08/2020	7438	470141483	DOC SHRED MAR/APR20	\$16.00
SHRED-IT USA					Total Check Amount:	\$240.00
V41420	SNAP-ON INDUSTRIAL	05/08/2020	17125	480515161	SCANNER SOFTWARE UPDATE	\$688.59
SNAP-ON INDUSTRIAL					Total Check Amount:	\$688.59
V41421	SPECTRUM GAS PRODUCTS, INC.	05/08/2020	16060	174222222	OXYGEN	\$81.50
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$81.50
V41422	STAPLES TECHNOLOGY SOLUTIONS	05/08/2020	22888	110515111	TONERS	\$525.84
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$525.84
V41423	TECHNICOLOR PRINTING	05/08/2020	24354	110404428	DAY CAMP SHIRTS	\$3,488.95
		05/08/2020	24354	110404428	DAY CAMP VISORS STAFF	\$161.63
TECHNICOLOR PRINTING					Total Check Amount:	\$3,650.58
V41424	TMK INDUSTRIAL FASTENERS	05/08/2020	20181	420515131	NUTS AND BOLTS	\$12,568.07
		05/08/2020	20181	420515131	PLUMBING SUPPLIES	\$535.30

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
TMK INDUSTRIAL FASTENERS					Total Check Amount:	\$13,103.37
V41425	TROPICAL PLAZA NURSERY, INC	05/08/2020	2062	110515143	CITY LANDSCAPES APR20	\$12,732.76
		05/08/2020	2062	110515148	TRACKS LANDSCAPE APR20	\$5,419.22
		05/08/2020	2062	341515112	CITY MEDIANS APR20	\$203.91
		05/08/2020	2062	341515112	MD#1 LANDSCAPE APR20	\$1,190.24
		05/08/2020	2062	343515112	MD#3 LANDSCAPE APR20	\$2,019.51
		05/08/2020	2062	345515112	MD#5 LANDSCAPE APR20	\$2,424.84
		05/08/2020	2062	346515112	MD#6 LANDSCAPE APR20	\$5,340.55
		05/08/2020	2062	347515112	MD#7 LANDSCAPE APR20	\$1,068.48
		05/08/2020	2062	347515112	MD#7 TREE REMOVAL	\$200.00
		05/08/2020	2062	420515131	CITY RESERVOIRS APR20	\$1,380.43
		05/08/2020	2062	880515113	GATEWAY CTR MNT APR20	\$1,228.75
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$33,208.69
V41426	UNDERGROUND SERVICE ALERT/SC	05/08/2020	4537	420515131	UNDRGRND TICKETS FEB20	\$156.85
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$156.85
V41427	UNITED ROTARY BRUSH CORPORATION	05/08/2020	16649	480515161	SWEEPER BROOM	\$123.74
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$123.74
V41428	VISTA PAINT CORPORATION	05/08/2020	4573	490515151	PAINT PROJECT DT PS3	\$293.12
VISTA PAINT CORPORATION					Total Check Amount:	\$293.12
V41429	WILLDAN FINANCIAL SERVICES	05/08/2020	23058	110141431	18/19 DISCLOSURE SVCS	\$3,000.00
		05/08/2020	23058	420141431	18/19 DISCLOSURE SVCS	\$2,350.00
		05/08/2020	23058	630141432	18/19 DISCLOSURE SVCS	\$5,400.00
WILLDAN FINANCIAL SERVICES					Total Check Amount:	\$10,750.00
Voucher Subtotal						\$380,243.70
TOTAL						\$482,465.97

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183870	240/260 S. BREA BLVD LLC	05/15/2020	21488	110000000	COST CENTER REFUND	\$355.75
240/260 S. BREA BLVD LLC					Total Check Amount:	\$355.75
183871	MICHELE AMADOR	05/15/2020	29653	110	REFUND DUE TO COVID19	\$11.00
MICHELE AMADOR					Total Check Amount:	\$11.00
183872	AMERICOLD	05/15/2020	23048	110000000	COST CENTER REFUND	\$88.00
AMERICOLD					Total Check Amount:	\$88.00
183873	JOHN ARGUELLES	05/15/2020	22583	110000000	COST CENTER REFUND	\$206.00
JOHN ARGUELLES					Total Check Amount:	\$206.00
183874	AT&T WIRELESS	05/15/2020	13379	110000000	COST CENTER REFUND	\$1,900.00
AT&T WIRELESS					Total Check Amount:	\$1,900.00
183875	AVEDA	05/15/2020	24335	110000000	COST CENTER REFUND	\$44.72
AVEDA					Total Check Amount:	\$44.72
183876	SARA BARAJAS	05/15/2020	29664	110	REFUND DUE TO COVID19	\$285.00
SARA BARAJAS					Total Check Amount:	\$285.00
183877	MICHAEL BASAKER	05/15/2020	22682	110000000	COST CENTER REFUND	\$166.50
MICHAEL BASAKER					Total Check Amount:	\$166.50
183878	VANCE AND/OR ROBYN BJORKLUND	05/15/2020	26112	110000000	COST CENTER REFUND	\$88.00
VANCE AND/OR ROBYN BJORKLUND					Total Check Amount:	\$88.00
183879	BREA CANYON VILLAS HOA	05/15/2020	21900	110000000	COST CENTER REFUND	\$361.00
BREA CANYON VILLAS HOA					Total Check Amount:	\$361.00
183880	BREA DOWNTOWN OWNERS' ASSOCIATION	05/15/2020	13223	110000000	COST CENTER REFUND	\$43.25
BREA DOWNTOWN OWNERS' ASSOCIATION					Total Check Amount:	\$43.25
183881	BREA GATEWAY CENTER LP	05/15/2020	24643	110000000	COST CENTER REFUND	\$302.00
BREA GATEWAY CENTER LP					Total Check Amount:	\$302.00
183882	BREA INDUSTRIAL II, LLC	05/15/2020	25714	110000000	COST CENTER REFUND	\$7,382.76
BREA INDUSTRIAL II, LLC					Total Check Amount:	\$7,382.76
183883	NANCY BROCKMEIER	05/15/2020	29686	110	REFUND DUE TO COVID19	\$114.00
NANCY BROCKMEIER					Total Check Amount:	\$114.00
183884	KEYLI BUCKLEY	05/15/2020	29715	110	REFUND DUE TO COVID19	\$187.20
KEYLI BUCKLEY					Total Check Amount:	\$187.20
183885	CALIFORNIA BAPTIST UNIVERSITY	05/15/2020	25469	110000000	COST CENTER REFUND	\$1,406.11
CALIFORNIA BAPTIST UNIVERSITY					Total Check Amount:	\$1,406.11
183886	NANCY CAMACHO	05/15/2020	19985	110000000	COST CENTER REFUND	\$168.00
NANCY CAMACHO					Total Check Amount:	\$168.00
183887	CARBON CANYON FIRE SAFE COUNCIL	05/15/2020	25980	110222231	DONATION:FIRE SAFETY	\$1,000.00
CARBON CANYON FIRE SAFE COUNCIL					Total Check Amount:	\$1,000.00
183888	CARNEY MEHR	05/15/2020	28329	950000000	ILJAOC LGL SVCS MAR20	\$722.40
CARNEY MEHR					Total Check Amount:	\$722.40

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183889	CARRIER CORPORATION	05/15/2020	29691	110000000	COST CENTER REFUND	\$1,431.26
CARRIER CORPORATION					Total Check Amount:	\$1,431.26
183890	FAMEEDA CASSIM	05/15/2020	29690	110	REFUND DUE TO COVID19	\$1,240.00
FAMEEDA CASSIM					Total Check Amount:	\$1,240.00
183891	ELVIN AND/OR CINDY CERVANTES	05/15/2020	23262	110000000	COST CENTER REFUND	\$129.00
ELVIN AND/OR CINDY CERVANTES					Total Check Amount:	\$129.00
183892	ZAHRAA CHAUDRY	05/15/2020	29682	110	REFUND DUE TO COVID19	\$42.18
ZAHRAA CHAUDRY					Total Check Amount:	\$42.18
183893	CITY OF BREA - WATER DEPT	05/15/2020	2039	110515149	WATER 2/5-3/5/2020	\$3,306.56
		05/15/2020	2039	343515112	WATER 2/5-3/5/2020	\$1,543.12
		05/15/2020	2039	346515112	WATER 2/5-3/5/2020	\$4,104.90
		05/15/2020	2039	880515113	WATER 2/5-3/5/2020	\$30.43
		05/15/2020	2039	341515112	WATER 2/5-3/5/2020	\$956.77
		05/15/2020	2039	345515112	WATER 2/5-3/5/2020	\$1,118.03
		05/15/2020	2039	347515112	WATER 2/5-3/5/2020	\$560.96
CITY OF BREA - WATER DEPT					Total Check Amount:	\$11,620.77
183894	CITY OF CORONA - ACCTS RECEIVABLE	05/15/2020	29587	110212131	SHOOTING RANGE FEES	\$495.00
CITY OF CORONA - ACCTS RECEIVABLE					Total Check Amount:	\$495.00
183895	CITY OF LA HABRA HEIGHTS	05/15/2020	21056	420515131	19/20 WATER/ASSMNTFEE	\$9,740.26
CITY OF LA HABRA HEIGHTS					Total Check Amount:	\$9,740.26
183896	COASTAL BUSINESS GROUP	05/15/2020	23990	110000000	COST CENTER REFUND	\$1,694.50
COASTAL BUSINESS GROUP					Total Check Amount:	\$1,694.50
183897	CAITLYN COOK	05/15/2020	29681	110	REFUND DUE TO COVID19	\$42.18
CAITLYN COOK					Total Check Amount:	\$42.18
183898	CORE COMMUNICATIONS GROUP	05/15/2020	21810	110000000	COST CENTER REFUND	\$1,263.00
CORE COMMUNICATIONS GROUP					Total Check Amount:	\$1,263.00
183899	SUSAN A CRAWFORD	05/15/2020	29667	110	REFUND DUE TO COVID19	\$52.00
SUSAN A CRAWFORD					Total Check Amount:	\$52.00
183900	GREGORY CRAYCRAFT	05/15/2020	24234	110404544	BREAFEST 2016-REFLEXX	\$1,500.00
GREGORY CRAYCRAFT					Total Check Amount:	\$1,500.00
183901	MICHAEL CROSBY	05/15/2020	24729	110000000	COST CENTER REFUND	\$137.50
MICHAEL CROSBY					Total Check Amount:	\$137.50
183902	CS PROPERTY MANAGEMENT	05/15/2020	29123	110000000	COST CENTER REFUND	\$1,188.02
CS PROPERTY MANAGEMENT					Total Check Amount:	\$1,188.02
183903	AL AND/OR ELIZABETH DAGAMPAT	05/15/2020	20816	110000000	COST CENTER REFUND	\$50.50
AL AND/OR ELIZABETH DAGAMPAT					Total Check Amount:	\$50.50
183904	ANGELA MARIE DEANE	05/15/2020	29669	110404541	ARTGALLERY CONS SALES	\$151.20

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ANGELA MARIE DEANE					Total Check Amount:	\$151.20
183905	JANET DECASAS	05/15/2020	29659	110	REFUND DUE TO COVID19	\$100.00
JANET DECASAS					Total Check Amount:	\$100.00
183906	CAROLINA DEICHSEL	05/15/2020	25427	110	REFUND DUE TO COVID19	\$55.00
CAROLINA DEICHSEL					Total Check Amount:	\$55.00
183907	ANA DURAN	05/15/2020	29529	110	REFUND DUE TO COVID19	\$175.00
ANA DURAN					Total Check Amount:	\$175.00
183908	EAST POINT VILLAGE HOA	05/15/2020	29712	110	REFUND DUE TO COVID19	\$50.00
EAST POINT VILLAGE HOA					Total Check Amount:	\$50.00
183909	SOUTHERN CALIFORNIA EDISON	05/15/2020	3343	110515143	ELECTRICITY APRIL2020	\$672.64
		05/15/2020	3343	343515112	ELECTRICITY APRIL2020	\$83.62
		05/15/2020	3343	360515145	ELECTRICITY APRIL2020	\$535.95
		05/15/2020	3343	341515112	ELECTRICITY APRIL2020	\$197.50
		05/15/2020	3343	345515112	ELECTRICITY APRIL2020	\$33.43
		05/15/2020	3343	110515121	ELECTRICITY APRIL2020	\$3,417.04
		05/15/2020	3343	110515141	ELECTRICITY APRIL2020	\$1,162.81
		05/15/2020	3343	110515144	ELECTRICITY APRIL2020	\$360.42
		05/15/2020	3343	420515131	ELECTRICITY APRIL2020	\$3,111.19
		05/15/2020	3343	490515151	ELECTRICITY APRIL2020	\$2,068.27
		05/15/2020	3343	880515113	ELECTRICITY APRIL2020	\$22.84
		05/15/2020	3343	346515112	ELECTRICITY APRIL2020	\$103.67
		05/15/2020	3343	361515148	ELECTRICITY APRIL2020	\$12.36
		05/15/2020	3343	430515123	ELECTRICITY APRIL2020	\$534.33
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$12,316.07
183910	ENERGETIC SMILE	05/15/2020	29128	110000000	COST CENTER REFUND	\$130.20
ENERGETIC SMILE					Total Check Amount:	\$130.20
183911	ERIC W. GRUVER PHD	05/15/2020	7856	110141481	PRE-EMPL EVAL MAR20	\$425.00
ERIC W. GRUVER PHD					Total Check Amount:	\$425.00
183912	EXXON-MOBIL	05/15/2020	15455	110000000	COST CENTER REFUND	\$913.82
EXXON-MOBIL					Total Check Amount:	\$913.82
183913	SHEILA FERKO	05/15/2020	29661	110	REFUND DUE TO COVID19	\$500.00
SHEILA FERKO					Total Check Amount:	\$500.00
183914	FOREVER WILD EXOTIC ANIMAL	05/15/2020	29658	110	REFUND DUE TO COVID19	\$50.00
FOREVER WILD EXOTIC ANIMAL					Total Check Amount:	\$50.00
183915	KATHERINE GAMB	05/15/2020	29672	110	CH ONE EXHIBIT SALES	\$1,470.00
KATHERINE GAMB					Total Check Amount:	\$1,470.00
183916	JESSICA GARCIA	05/15/2020	29711	110	REFUND DUE TO COVID19	\$1,000.00
JESSICA GARCIA					Total Check Amount:	\$1,000.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183917	JORGE GARZA	05/15/2020	26456	110000000	COST CENTER REFUND	\$144.50
JORGE GARZA					Total Check Amount:	\$144.50
183918	ALMA GIL	05/15/2020	29601	110	REFUND DUE TO COVID19	\$1,000.00
ALMA GIL					Total Check Amount:	\$1,000.00
183919	GLEN PARKER FOR BREA CITY COUNCIL	05/15/2020	29646	110	CAMPAIGN STMT REIMB	\$234.00
GLEN PARKER FOR BREA CITY COUNCIL					Total Check Amount:	\$234.00
183920	GMC ELECTRICAL, INC.	05/15/2020	14517	420515131	TANK RECTIFIER	\$4,040.63
GMC ELECTRICAL, INC.					Total Check Amount:	\$4,040.63
183921	DOBORAH M GRABOSKY	05/15/2020	29660	110	REFUND DUE TO COVID19	\$46.00
DOBORAH M GRABOSKY					Total Check Amount:	\$46.00
183922	ANDY GRINSTEAD	05/15/2020	26262	110000000	COST CENTER REFUND	\$272.30
ANDY GRINSTEAD					Total Check Amount:	\$272.30
183923	H.P. COMMUNICATIONS INC	05/15/2020	23119	110000000	COST CENTER REFUND	\$5,087.33
H.P. COMMUNICATIONS INC					Total Check Amount:	\$5,087.33
183924	BILL HALL	05/15/2020	29649	110	CAMPAIGN STMT REIMB	\$244.00
BILL HALL					Total Check Amount:	\$244.00
183925	RICHARD OR DANA HALLOCK	05/15/2020	19856	110000000	COST CENTER REFUND	\$162.00
RICHARD OR DANA HALLOCK					Total Check Amount:	\$162.00
183926	ROBERT & GAYLE HARGROVES	05/15/2020	24043	110000000	COST CENTER REFUND	\$137.50
ROBERT & GAYLE HARGROVES					Total Check Amount:	\$137.50
183927	SCOTT HARRIS	05/15/2020	25873	110000000	COST CENTER REFUND	\$280.00
SCOTT HARRIS					Total Check Amount:	\$280.00
183928	JOHN AND/OR LAURA HARTON	05/15/2020	24334	110000000	COST CENTER REFUND	\$22.50
JOHN AND/OR LAURA HARTON					Total Check Amount:	\$22.50
183929	GERALD HEFFERLY	05/15/2020	25165	110000000	COST CENTER REFUND	\$162.00
GERALD HEFFERLY					Total Check Amount:	\$162.00
183930	HHJ, INC.	05/15/2020	28227	110000000	COST CENTER REFUND	\$577.20
HHJ, INC.					Total Check Amount:	\$577.20
183931	JOHN AND/OR KATIE HO	05/15/2020	28380	110000000	COST CENTER REFUND	\$212.50
JOHN AND/OR KATIE HO					Total Check Amount:	\$212.50
183932	DOUGLAS LYNN HOLLABAUGH	05/15/2020	29713	110	EVIDENCE RETURN	\$9,500.00
DOUGLAS LYNN HOLLABAUGH					Total Check Amount:	\$9,500.00
183933	HUPP FOR CITY COUNCIL	05/15/2020	29647	110	CAMPAIGN STMT REIMB	\$244.00
HUPP FOR CITY COUNCIL					Total Check Amount:	\$244.00
183934	INLAND WATER WORKS SUPPLY CO	05/15/2020	23904	420515131	ITRON METERS	\$15,516.00
		05/15/2020	23904	420515131	METER BOXES	\$954.93
INLAND WATER WORKS SUPPLY CO					Total Check Amount:	\$16,470.93
183935	INTELLI-TECH	05/15/2020	8774	475141471	WD 3TB SURVEILLANCE	\$527.98

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
INTELLI-TECH					Total Check Amount:	\$527.98
183936	SHARON JACKSON	05/15/2020	28732	110	REFUND DUE TO COVID19	\$55.00
SHARON JACKSON					Total Check Amount:	\$55.00
183937	JENNIFER NGUYEN ILLUSTRATION	05/15/2020	29670	110404541	ARTGALLERY CONS SALES	\$39.20
JENNIFER NGUYEN ILLUSTRATION					Total Check Amount:	\$39.20
183938	KELLY JUAREZ	05/15/2020	29675	110	REFUND DUE TO COVID19	\$454.40
KELLY JUAREZ					Total Check Amount:	\$454.40
183939	THE KNOT WORLDWIDE INC.	05/15/2020	29598	110404154	BRIDAL SHOW AD	\$3,240.00
THE KNOT WORLDWIDE INC.					Total Check Amount:	\$3,240.00
183940	KOLL COMPANY/ KWR SATURN LLC	05/15/2020	23892	110000000	COST CENTER REFUND	\$1,832.20
KOLL COMPANY/ KWR SATURN LLC					Total Check Amount:	\$1,832.20
183941	AUDREY KOREN	05/15/2020	29680	110	REFUND DUE TO COVID19	\$255.00
AUDREY KOREN					Total Check Amount:	\$255.00
183942	KWR SATURN LLC	05/15/2020	23803	110000000	COST CENTER REFUND	\$78.00
KWR SATURN LLC					Total Check Amount:	\$78.00
183943	LAKE PARK BREA LP	05/15/2020	5289	110141411	LIFELN WTR DISC MAR20	\$206.79
LAKE PARK BREA LP					Total Check Amount:	\$206.79
183944	LAKE PARK BREA LP	05/15/2020	5289	110141411	LIFELN WTR DISC APR20	\$237.08
		05/15/2020	5289	110141411	LIFELN WTR DISC MAY20	\$191.41
LAKE PARK BREA LP					Total Check Amount:	\$428.49
183945	LAMBERT INDUSTRIAL INVESTORS, LLC.	05/15/2020	25381	110000000	COST CENTER REFUND	\$945.92
LAMBERT INDUSTRIAL INVESTORS, LLC.					Total Check Amount:	\$945.92
183946	LINDA JO LANHAM	05/15/2020	29688	110	REFUND DUE TO COVID19	\$104.00
LINDA JO LANHAM					Total Check Amount:	\$104.00
183947	LEXIPOL	05/15/2020	16773	110222221	20/21 FIREPROC MANUAL	\$420.00
		05/15/2020	16773	110222221	20/21FIREPOLICYMANUAL	\$7,386.00
LEXIPOL					Total Check Amount:	\$7,806.00
183948	JACK LI	05/15/2020	28515	110000000	COST CENTER REFUND	\$64.50
JACK LI					Total Check Amount:	\$64.50
183949	MIKE LI	05/15/2020	29663	110	REFUND DUE TO COVID19	\$445.90
MIKE LI					Total Check Amount:	\$445.90
183950	OZRO & CHERYL LINDSAY	05/15/2020	22981	110000000	COST CENTER REFUND	\$188.50
OZRO & CHERYL LINDSAY					Total Check Amount:	\$188.50
183951	JEFFREY AND CAROL LOVE	05/15/2020	22383	110000000	COST CENTER REFUND	\$144.50
JEFFREY AND CAROL LOVE					Total Check Amount:	\$144.50
183952	RUSSELL LYSTER	05/15/2020	22926	110000000	COST CENTER REFUND	\$220.00
RUSSELL LYSTER					Total Check Amount:	\$220.00
183953	DWIGHT MANLEY	05/15/2020	20309	110000000	COST CENTER REFUND	\$544.00

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DWIGHT MANLEY					Total Check Amount:	\$544.00
183954	CAROLINE S MCFARLANE-WATTS	05/15/2020	29671	110404541	ARTGALLERY CONS SALES	\$45.50
		05/15/2020	29671	110	CH ONE EXHIBIT SALES	\$175.00
CAROLINE S MCFARLANE-WATTS					Total Check Amount:	\$220.50
183955	MEDCOVE URGENT CARE, APC	05/15/2020	29718	110141481	HR MED SVCS APR 2020	\$7,000.00
MEDCOVE URGENT CARE, APC					Total Check Amount:	\$7,000.00
183956	JOHNNIE MENDRIN	05/15/2020	25160	110000000	COST CENTER REFUND	\$232.50
JOHNNIE MENDRIN					Total Check Amount:	\$232.50
183957	LYNN MICKADEIT	05/15/2020	29687	110	REFUND DUE TO COVID19	\$56.00
LYNN MICKADEIT					Total Check Amount:	\$56.00
183958	MILLS ACQUISITION CO., LLC	05/15/2020	24451	110000000	COST CENTER REFUND	\$128.78
MILLS ACQUISITION CO., LLC					Total Check Amount:	\$128.78
183959	RICHARD MITCHELL	05/15/2020	29692	110000000	COST CENTER REFUND	\$331.50
RICHARD MITCHELL					Total Check Amount:	\$331.50
183960	MJD INVESTMENT COMPANY	05/15/2020	1922	110000000	COST CENTER REFUND	\$88.50
MJD INVESTMENT COMPANY					Total Check Amount:	\$88.50
183961	DAVE AND TERRY NEWMAN	05/15/2020	22474	110000000	COST CENTER REFUND	\$71.50
DAVE AND TERRY NEWMAN					Total Check Amount:	\$71.50
183962	ROBERT NICCUM	05/15/2020	29668	110	REFUND DUE TO COVID19	\$144.00
ROBERT NICCUM					Total Check Amount:	\$144.00
183963	AMY NORRIS	05/15/2020	29689	110	REFUND DUE TO COVID19	\$80.00
AMY NORRIS					Total Check Amount:	\$80.00
183964	OCTMA	05/15/2020	12600	110212111	2020 OCTMA DUES	\$100.00
OCTMA					Total Check Amount:	\$100.00
183965	OFFICE DEPOT, INC	05/15/2020	4743	110141481	CRED:INV#453893560001	(\$43.10)
		05/15/2020	4743	110404521	OFFICE SUPPLIES	\$88.50
		05/15/2020	4743	110141422	INK/TONER	\$15.96
		05/15/2020	4743	110111161	OFFICE SUPPLIES	\$151.54
		05/15/2020	4743	110141481	OFFICE SUPPLIES	\$43.10
		05/15/2020	4743	110404311	OFFICE SUPPLIES	\$75.91
OFFICE DEPOT, INC					Total Check Amount:	\$331.91
183966	ULYSSES OJEDA	05/15/2020	27274	110000000	COST CENTER REFUND	\$402.50
ULYSSES OJEDA					Total Check Amount:	\$402.50
183967	OPTION ONE SOLAR	05/15/2020	29652	110000000	COST CENTER REFUND	\$288.90
OPTION ONE SOLAR					Total Check Amount:	\$288.90
183968	PACSUN	05/15/2020	22476	110000000	COST CENTER REFUND	\$206.50
PACSUN					Total Check Amount:	\$206.50
183969	PRECISE INDUSTRIES	05/15/2020	24995	110000000	COST CENTER REFUND	\$814.05

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PRECISE INDUSTRIES					Total Check Amount:	\$814.05
183970	ASHABEN RAVAL	05/15/2020	29674	110	REFUND DUE TO COVID19	\$227.20
ASHABEN RAVAL					Total Check Amount:	\$227.20
183971	ROBERTSON'S	05/15/2020	3464	510707251	SLURRY	\$1,004.77
ROBERTSON'S					Total Check Amount:	\$1,004.77
183972	SAC WIRELESS	05/15/2020	24128	110000000	COST CENTER REFUND	\$1,953.00
SAC WIRELESS					Total Check Amount:	\$1,953.00
183973	CLAIRE SCHLOTTERBECK	05/15/2020	24670	110000000	COST CENTER REFUND	\$176.00
CLAIRE SCHLOTTERBECK					Total Check Amount:	\$176.00
183974	KEVIN OR DORIE SCHNEIDER	05/15/2020	20853	110000000	COST CENTER REFUND	\$18.00
KEVIN OR DORIE SCHNEIDER					Total Check Amount:	\$18.00
183975	STEVE SHATYNSKI	05/15/2020	29650	110	CAMPAIGN STMT REIMB	\$234.00
STEVE SHATYNSKI					Total Check Amount:	\$234.00
183976	SIGMA GRAFT INC.	05/15/2020	26875	110000000	COST CENTER REFUND	\$86.13
SIGMA GRAFT INC.					Total Check Amount:	\$86.13
183977	ED AND/OR LOIS SMITH	05/15/2020	29666	110	REFUND DUE TO COVID19	\$112.00
ED AND/OR LOIS SMITH					Total Check Amount:	\$112.00
183978	RICHARD AND/OR COLLEEN SNYDER	05/15/2020	24792	110000000	COST CENTER REFUND	\$100.50
RICHARD AND/OR COLLEEN SNYDER					Total Check Amount:	\$100.50
183979	SOURCE BROADBAND SERVICES	05/15/2020	26877	110000000	COST CENTER REFUND	\$2,000.00
SOURCE BROADBAND SERVICES					Total Check Amount:	\$2,000.00
183980	SOUTH COAST AQMD	05/15/2020	10871	480515161	FAC138900 RENEWAL FEE	\$421.02
		05/15/2020	10871	480515161	FAC138900 EMISSIONS	\$136.40
SOUTH COAST AQMD					Total Check Amount:	\$557.42
183981	SOUTH COAST AQMD	05/15/2020	10871	480515161	FAC6714 HOT SPOTS FEE	\$137.63
SOUTH COAST AQMD					Total Check Amount:	\$137.63
183982	SOUTH COAST AQMD	05/15/2020	10871	480515161	FAC138900 HOTSPOTSFEE	\$137.63
SOUTH COAST AQMD					Total Check Amount:	\$137.63
183983	SOUTHERN CALIFORNIA NEWS GROUP	05/15/2020	26287	110000000	LEGAL NOTICES MAR20	\$1,224.00
		05/15/2020	26287	510707467	LEGAL NOTICES MAR20	\$1,046.00
		05/15/2020	26287	510707459	LEGAL NOTICES MAR20	\$662.00
		05/15/2020	26287	510707460	LEGAL NOTICES MAR20	\$662.00
		05/15/2020	26287	110000000	LEGAL NOTICES OCT19	\$219.00
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$3,813.00
183984	HOLLY SOWERSBY	05/15/2020	29654	110	REFUND DUE TO COVID19	\$506.18
HOLLY SOWERSBY					Total Check Amount:	\$506.18
183985	SPARKLETTS	05/15/2020	3001	110111161	COUNCIL MTG WTR APR20	\$5.19
SPARKLETTS					Total Check Amount:	\$5.19

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183986	SPARKLETTS	05/15/2020	3001	110111161	COUNCIL MTG WTR MAR20	\$124.56
SPARKLETTS					Total Check Amount:	\$124.56
183987	SPRINT	05/15/2020	28384	110000000	COST CENTER REFUND	\$199.00
SPRINT					Total Check Amount:	\$199.00
183988	STRYKER SALES CORP.	05/15/2020	29662	174222222	PM SUPPLIES FS2	\$201.28
STRYKER SALES CORP.					Total Check Amount:	\$201.28
183989	SUZUKI MOTOR OF AMERICA, INC.	05/15/2020	25379	110000000	COST CENTER REFUND	\$138.00
SUZUKI MOTOR OF AMERICA, INC.					Total Check Amount:	\$138.00
183990	JUWAIIRAH SYED	05/15/2020	29684	110	REFUND DUE TO COVID19	\$1,854.00
JUWAIIRAH SYED					Total Check Amount:	\$1,854.00
183991	LOUIS AND MARY TASSELLI	05/15/2020	26250	110000000	COST CENTER REFUND	\$122.50
LOUIS AND MARY TASSELLI					Total Check Amount:	\$122.50
183992	TECHNOVATIVE APPLICATIONS	05/15/2020	14669	110000000	COST CENTER REFUND	\$520.99
TECHNOVATIVE APPLICATIONS					Total Check Amount:	\$520.99
183993	BIANE TEOFILO	05/15/2020	29716	110	REFUND DUE TO COVID19	\$1,000.00
BIANE TEOFILO					Total Check Amount:	\$1,000.00
183994	SEAN THOMAS	05/15/2020	29651	110	CAMPAIGN STMT REIMB	\$234.00
SEAN THOMAS					Total Check Amount:	\$234.00
183995	THREE PEAKS CORP	05/15/2020	29357	510707950	WLDCATTER IMP MAR-APR	\$243,504.72
THREE PEAKS CORP					Total Check Amount:	\$243,504.72
183996	TIME WARNER CABLE	05/15/2020	19304	110323212	CABLE CHGS 5/2-6/1	\$78.37
		05/15/2020	19304	110404521	CABLE 5/2-6/1 15759	\$30.56
		05/15/2020	19304	110111151	CABLE CHGS 5/2-6/1	\$58.93
		05/15/2020	19304	110111161	CABLE CHGS 5/2-6/1	\$19.44
		05/15/2020	19304	110222211	CABLE CHGS 5/2-6/1	\$77.77
		05/15/2020	19304	420515131	CABLE 5/2-6/1 49861	\$98.91
		05/15/2020	19304	110111143	CABLE CHGS 5/2-6/1	\$29.48
		05/15/2020	19304	110141481	CABLE CHGS 5/2-6/1	\$19.44
		05/15/2020	19304	110404211	CABLE 5/2-6/1 40955	\$129.61
		05/15/2020	19304	110404311	CABLE CHGS 5/2-6/1	\$19.44
		05/15/2020	19304	490515151	CABLE CHGS 5/2-6/1	\$19.44
		05/15/2020	19304	110212111	CABLE CHGS 5/2-6/1	\$371.07
		05/15/2020	19304	420515131	CABLE 5/2-6/1 20981	\$144.21
TIME WARNER CABLE					Total Check Amount:	\$1,096.67
183997	WALLY AND LINDA TIRHEIMER	05/15/2020	24671	110000000	COST CENTER REFUND	\$146.50
WALLY AND LINDA TIRHEIMER					Total Check Amount:	\$146.50
183998	JAIRO TOBAR	05/15/2020	29657	110	REFUND DUE TO COVID19	\$50.00
JAIRO TOBAR					Total Check Amount:	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
183999	MELISSA TRAHAN	05/15/2020	24450	110000000	COST CENTER REFUND	\$44.00
MELISSA TRAHAN					Total Check Amount:	\$44.00
184000	KARLYN TRAN	05/15/2020	29683	110	REFUND DUE TO COVID19	\$700.00
KARLYN TRAN					Total Check Amount:	\$700.00
184001	TRUEMARK INC	05/15/2020	24672	110000000	COST CENTER REFUND	\$283.50
TRUEMARK INC					Total Check Amount:	\$283.50
184002	SHERRI TSAI	05/15/2020	24965	110000000	COST CENTER REFUND	\$232.50
SHERRI TSAI					Total Check Amount:	\$232.50
184003	GEORGE AND/OR THERESA ULLRICH	05/15/2020	24430	110000000	COST CENTER REFUND	\$168.00
GEORGE AND/OR THERESA ULLRICH					Total Check Amount:	\$168.00
184004	UNION BANK	05/15/2020	14102	110000000	COST CENTER REFUND	\$327.00
UNION BANK					Total Check Amount:	\$327.00
184005	VARELA LAW OFFICES	05/15/2020	29717	110	REFUND DUE TO COVID19	\$184.00
VARELA LAW OFFICES					Total Check Amount:	\$184.00
184006	VARGAS FOR BREA CITY COUNCIL	05/15/2020	29648	110	CAMPAIGN STMT REIMB	\$234.00
VARGAS FOR BREA CITY COUNCIL					Total Check Amount:	\$234.00
184007	VENTURE ELECTRIC	05/15/2020	29477	510707944	SC KITCHEN PP#1 3/31	\$26,730.00
VENTURE ELECTRIC					Total Check Amount:	\$26,730.00
184008	VERIZON WIRELESS	05/15/2020	14779	110000000	COST CENTER REFUND	\$221.20
VERIZON WIRELESS					Total Check Amount:	\$221.20
184009	VERIZON WIRELESS	05/15/2020	21122	420515131	9853403903 3/27-4/26	\$38.11
VERIZON WIRELESS					Total Check Amount:	\$38.11
184010	VINTAGE PRODUCTION CA LLC	05/15/2020	29693	110000000	COST CENTER REFUND	\$1,889.30
VINTAGE PRODUCTION CA LLC					Total Check Amount:	\$1,889.30
184011	SHARON WADE	05/15/2020	29679	110	REFUND DUE TO COVID19	\$187.20
SHARON WADE					Total Check Amount:	\$187.20
184012	WALGREENS	05/15/2020	24506	110000000	COST CENTER REFUND	\$44.00
WALGREENS					Total Check Amount:	\$44.00
184013	WALLY WANG	05/15/2020	29665	110	REFUND DUE TO COVID19	\$45.00
WALLY WANG					Total Check Amount:	\$45.00
184014	WELLNERGIZE	05/15/2020	29656	110	REFUND DUE TO COVID19	\$135.00
WELLNERGIZE					Total Check Amount:	\$135.00
184015	RICHARD WILLIAMSON	05/15/2020	25886	110000000	COST CENTER REFUND	\$144.50
RICHARD WILLIAMSON					Total Check Amount:	\$144.50
184016	XEROX CORPORATION	05/15/2020	3349	110141441	PROD CLRCPR/PRNTR MAR	\$1,430.98
		05/15/2020	3349	110141441	COPIER USGE 3/30-4/22	\$746.97
		05/15/2020	3349	110141441	HI PERF COLOR CPR APR	\$220.27
		05/15/2020	3349	110141441	TRMR/FOLDR SW MNT APR	\$116.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184016	XEROX CORPORATION	05/15/2020	3349	110141441	BLACK CPR/PRNTR APR20	\$493.54
		05/15/2020	3349	110141441	CPR USAGE 1/2-3/30	\$2,127.56
		05/15/2020	3349	110141441	HISPEED PRNTR/CPR APR	\$717.42
		05/15/2020	3349	110141441	UDIRECTS MNT APR 2020	\$113.40
XEROX CORPORATION					Total Check Amount:	\$5,966.14
Check Subtotal						\$427,543.38
V41430	ACTIVE NETWORK, LLC.	05/15/2020	14295	110	CC REFUNDS 3/23-3/29	\$24,378.19
		05/15/2020	14295	110	A/NET FEES 3/23-3/29	\$100.10
ACTIVE NETWORK, LLC.					Total Check Amount:	\$24,478.29
V41431	ADMINISTRATIVE & PROF	05/15/2020	3344	110	DED:4010 APEA MEMBR	\$516.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$516.00
V41432	ADVANCED APPLIED ENGINEERING	05/15/2020	22809	110000000	PLAN CHECK SVCS FEB20	\$800.00
		05/15/2020	22809	110000000	PLAN CHECK SVCS MAR20	\$1,200.00
ADVANCED APPLIED ENGINEERING					Total Check Amount:	\$2,000.00
V41433	THE ADVANTAGE GROUP	05/15/2020	24539	110	DED:808C FSA UR MED	\$5,252.34
		05/15/2020	24539	110	DED:808B FSA DEPCAR	\$2,549.76
THE ADVANTAGE GROUP					Total Check Amount:	\$7,802.10
V41434	AFLAC-ACCOUNT #EZA73	05/15/2020	22923	110	ACC/CANCER INS APR20	\$4,464.72
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$4,464.72
V41435	AIMTD LLC	05/15/2020	29685	510707278	TFC DATA COLLECTION	\$1,995.00
AIMTD LLC					Total Check Amount:	\$1,995.00
V41436	ALLSTAR FIRE EQUIPMENT	05/15/2020	8353	911222221	FIRE DEPT SUPPLIES	\$259.09
		05/15/2020	8353	911222221	FIRE DPT SUPPLIES	\$196.25
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$455.34
V41437	ALTA LANGUAGE SERVICES, INC	05/15/2020	25953	110141481	BILINGUAL TESTS	\$220.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$220.00
V41438	B & M LAWN AND GARDEN CENTER	05/15/2020	4699	110222221	DECOMP VLVE RPR/PARTS	\$53.38
B & M LAWN AND GARDEN CENTER					Total Check Amount:	\$53.38
V41439	BAY AREA DRIVING SCHOOL	05/15/2020	29122	110404145	ONLINE DRIVERS ED	\$118.80
BAY AREA DRIVING SCHOOL					Total Check Amount:	\$118.80
V41440	BPSEA MEMORIAL FOUNDATION	05/15/2020	14990	110	DED:4050 MEMORIAL	\$199.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$199.50
V41441	BREA CITY EMPLOYEES ASSOCIATION	05/15/2020	3236	110	DED:4005 BCEA MEMBR	\$560.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$560.00
V41442	BREA FIREFIGHTERS ASSOCIATION	05/15/2020	3237	110	DED:4016 ASSOC MEMB	\$2,984.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,984.50
V41443	BREA POLICE ASSOCIATION	05/15/2020	3769	110	DED:4030 BPA REG	\$3,450.00

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BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V41444	BREA POLICE ATHLETIC LEAGUE	05/15/2020	1068	110	DED:5010 B.P.A.L.	\$142.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$142.50
V41445	BREA POLICE MANAGEMENT ASSOCIATION	05/15/2020	21189	110	DED:4019 LDF MEMBRS	\$13.00
		05/15/2020	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$208.00
V41446	C. WELLS PIPELINE MATERIALS INC	05/15/2020	13055	420515131	PLUMBING SUPPLIES	\$45.48
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$45.48
V41447	CALIFORNIA DOMESTIC WATER CO	05/15/2020	3388	420515131	TOMLNSON ASSMNT APR20	\$4,324.00
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$4,324.00
V41448	CALOLYMPIC SAFETY	05/15/2020	3135	911515161	LATEX/NITRILE GLOVES	\$256.50
CALOLYMPIC SAFETY					Total Check Amount:	\$256.50
V41449	CANON SOLUTIONS AMERICA, INC	05/15/2020	15260	110141441	3110 PD REC 2 MAR/APR	\$90.65
		05/15/2020	15260	110141441	3118 PD REC 2 MAR/APR	\$108.79
		05/15/2020	15260	110141441	6569 COMM DEV MAR/APR	\$267.35
		05/15/2020	15260	110141441	3056 BCC MAR/APR	\$124.70
		05/15/2020	15260	110141441	5327 FIRE ADM MAR/APR	\$374.13
		05/15/2020	15260	110141441	CPR MNT/USG FEB/MAR	\$1,631.97
		05/15/2020	15260	110141441	3047 SR CTR MAR/APR	\$103.53
		05/15/2020	15260	110141441	3124 PD INV MAR/APR	\$84.29
		05/15/2020	15260	110141441	CPR MNT/USG JAN/FEB	\$1,711.83
		05/15/2020	15260	110141441	2714 PAC RM MAR/APR	\$154.50
		05/15/2020	15260	110141441	2714 PAC RM OCT19	\$101.34
		05/15/2020	15260	110141441	3035 PD DISP MAR/APR	\$86.42
		05/15/2020	15260	110141441	3054 PW MAR/APR	\$98.66
		05/15/2020	15260	110141441	3112 COMM/MKT MAR/APR	\$65.80
		05/15/2020	15260	110141441	3142 MGMTSVCS MAR/APR	\$113.41
		05/15/2020	15260	110141441	5154 FIREDEPT MAR/APR	\$112.43
		05/15/2020	15260	110141441	V41017 ADJ PO-220105	(\$3,343.80)
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$1,886.00
V41450	CDW GOVERNMENT INC.	05/15/2020	18205	475141471	POWER SUPPLY	\$671.62
CDW GOVERNMENT INC.					Total Check Amount:	\$671.62
V41451	CHANDLER ASSET MANAGEMENT, INC.	05/15/2020	4375	110000000	INV. MGMT SVCS APR20	\$18.59
		05/15/2020	4375	875000000	INV. MGMT SVCS APR20	\$47.10
		05/15/2020	4375	930000000	INV. MGMT SVCS APR20	\$5,996.86
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$6,062.55
V41452	CORE & MAIN LP	05/15/2020	27049	420515131	WATER METER ENCODERS	\$3,194.05

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41452	CORE & MAIN LP	05/15/2020	27049	420515131	WATER METERS+ENCODERS	\$6,078.52
CORE & MAIN LP					Total Check Amount:	\$9,272.57
V41453	FIBER AND GLOSS LLC	05/15/2020	29673	110404541	ARTGALLERY CONS SALES	\$60.85
FIBER AND GLOSS LLC					Total Check Amount:	\$60.85
V41454	FILARSKY & WATT LLP	05/15/2020	2043	110141481	PROF SVCS MAR/APR20	\$1,357.00
FILARSKY & WATT LLP					Total Check Amount:	\$1,357.00
V41455	DON GOLDEN	05/15/2020	10729	110323243	INSP SVCS 4/23-5/6	\$300.00
		05/15/2020	10729	110323242	INSP SVCS 4/23-5/6	\$75.00
		05/15/2020	10729	110000000	INSP SVCS 4/23-5/6	\$6,600.00
DON GOLDEN					Total Check Amount:	\$6,975.00
V41456	GRAFIX SYSTEMS	05/15/2020	28716	172222223	ENGINE 2 GRAPHICS	\$4,728.25
		05/15/2020	28716	172222223	ENGINE 1 GRAPHICS	\$4,728.25
GRAFIX SYSTEMS					Total Check Amount:	\$9,456.50
V41457	INK LINK INC	05/15/2020	22423	110111143	CENSUS BANNERS	\$775.80
		05/15/2020	22423	110404154	BRIDALSHOW LETTERHEAD	\$966.84
INK LINK INC					Total Check Amount:	\$1,742.64
V41458	KERNTec INDUSTRIES, INC.	05/15/2020	17490	110000000	HAZMAT SVCS	\$300.00
KERNTec INDUSTRIES, INC.					Total Check Amount:	\$300.00
V41459	KREUZER CONSULTING GROUP	05/15/2020	22072	510707627	ENG'G DESIGN JUL 2019	\$1,075.36
		05/15/2020	22072	510707311	ENG'G DESIGN JUL 2019	\$2,830.35
		05/15/2020	22072	510707464	ENG'G DESIGN JUL 2019	\$2,606.69
		05/15/2020	22072	510707453	ENG'G DESIGN JUL 2019	\$2,090.50
KREUZER CONSULTING GROUP					Total Check Amount:	\$8,602.90
V41460	KWIK KLEEN	05/15/2020	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN					Total Check Amount:	\$150.00
V41461	LIEBERT CASSIDY WHITMORE	05/15/2020	2489	470141483	PROF LGL SVCS:GEN MAR	\$76.00
		05/15/2020	2489	470141483	PROF SVCS 00022 MAR20	\$1,437.50
		05/15/2020	2489	470141483	PROF SVCS 00023 MAR20	\$244.00
		05/15/2020	2489	470141483	PROF SVCS 00021 MAR20	\$467.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$2,224.50
V41462	ANTHONY NGUYEN	05/15/2020	25978	110212111	TRAINING MILEAGE	\$7.42
ANTHONY NGUYEN					Total Check Amount:	\$7.42
V41463	ORANGE COUNTY SANITATION DIST.	05/15/2020	14689	110000000	5% COLL:COMM SF APR20	(\$44.82)
		05/15/2020	14689	110	COMRCL SWR FEES APR20	\$896.40
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$851.58
V41464	ORANGE COUNTY UNITED WAY	05/15/2020	3451	110	DED:5005 UNITED WAY	\$7.31
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$7.31

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41465	PREMIER FIRST RESPONDER PSYCH SVCS	05/15/2020	29540	110212111	24/7CRIT INC RESPONSE	\$700.00
PREMIER FIRST RESPONDER PSYCH SVCS					Total Check Amount:	\$700.00
V41466	PRINT & FINISHING SOLUTIONS	05/15/2020	21135	110141441	SUPPLIES	\$106.80
PRINT & FINISHING SOLUTIONS					Total Check Amount:	\$106.80
V41467	TECHNICOLOR PRINTING	05/15/2020	24354	110404211	BCC STAFF SHIRTS	\$2,648.50
TECHNICOLOR PRINTING					Total Check Amount:	\$2,648.50
V41468	THOMSON REUTERS - WEST	05/15/2020	22020	110212121	WEST INFO CHGS APR20	\$455.36
THOMSON REUTERS - WEST					Total Check Amount:	\$455.36
V41469	TRANS UNION LLC	05/15/2020	8371	110141481	HR SVCS 3/26-4/25	\$42.09
TRANS UNION LLC					Total Check Amount:	\$42.09
V41470	TURBO DATA SYSTEMS, INC.	05/15/2020	1472	110212122	HH LEASE TPM APR20	\$193.95
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$193.95
V41471	UNITED ROTARY BRUSH CORPORATION	05/15/2020	16649	480515161	SWEEPER BROOM	\$247.48
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$247.48
V41472	US BANK XX0312 HR	05/15/2020	24776	110141481	CALCARD HR 042220	\$75.00
US BANK XX0312 HR					Total Check Amount:	\$75.00
V41473	US BANK XX0593 COMM SVC	05/15/2020	24777	110404215	CALCARD-DA-042220	\$1,427.68
		05/15/2020	24777	110404521	CALCARD-RM-042220	\$14.99
		05/15/2020	24777	110404521	CALCARD-TT-042220	\$1,006.48
		05/15/2020	24777	110404311	CALCARD-RH-042220	\$225.32
		05/15/2020	24777	911404211	CALCARD-AC-042220	\$53.84
		05/15/2020	24777	911404521	CALCARD-TT-042220	\$190.67
		05/15/2020	24777	110	CALCARD S.TAX 0422 CS	(\$59.99)
		05/15/2020	24777	110	CALCARD-CE-042220	(\$250.00)
		05/15/2020	24777	110404421	CALCARD-SM-042220	\$193.84
		05/15/2020	24777	110404425	CALCARD-SS-042220	\$87.03
		05/15/2020	24777	110404521	CALCARD-NG-042220	\$235.72
		05/15/2020	24777	110	CALCARD-CP-042220	\$34.00
		05/15/2020	24777	110404217	CALCARD-VU-042220	\$12.99
		05/15/2020	24777	110404224	CALCARD-SS-042220	\$58.16
		05/15/2020	24777	110404311	CALCARD-SM-042220	\$129.29
		05/15/2020	24777	110404541	CALCARD-AF-042220	\$28.00
		05/15/2020	24777	110404541	CALCARD-HB-042220	\$16.98
		05/15/2020	24777	110404542	CALCARD-KK-042220	\$288.87
US BANK XX0593 COMM SVC					Total Check Amount:	\$3,693.87
V41474	US BANK XX0502 COMM & MKTG	05/15/2020	24778	110111152	CALCARD CMKT 042220	\$103.29

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41474	US BANK XX0502 COMM & MKTG	05/15/2020	24778	110111151	CALCARD CMKT 042220	\$20.00
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$123.29
V41475	US BANK XX0353 COMM DEV	05/15/2020	24779	110	CALCARD CDPLBS 042220	(\$4.65)
		05/15/2020	24779	110323231	CALCARD CDPLBS 042220	(\$535.86)
		05/15/2020	24779	110323212	CALCARD CDPLBS 042220	\$212.26
		05/15/2020	24779	110323214	CALCARD CDPLBS 042220	\$90.00
		05/15/2020	24779	911323231	CALCARD CDPLBS 042220	\$32.97
		05/15/2020	24779	110323241	CALCARD CDPLBS 042220	\$1,368.38
		05/15/2020	24779	110323243	CALCARD CDPLBS 042220	\$205.00
US BANK XX0353 COMM DEV					Total Check Amount:	\$1,368.10
V41476	US BANK XX0270 ADMIN SVCS	05/15/2020	24781	110	CALCARD ASFIN 042220	(\$150.00)
		05/15/2020	24781	911	CALCARD ASFIN 042220	(\$2,623.30)
		05/15/2020	24781	911212131	CALCARD ASFIN 042220	\$43,331.96
		05/15/2020	24781	110141411	CALCARD ASFIN 042220	\$35.00
		05/15/2020	24781	110323241	CALCARD ASFIN 042220	\$74.95
		05/15/2020	24781	110111161	CALCARD CCLK 042220	\$401.85
		05/15/2020	24781	110141431	CALCARD ASFIN 042220	\$720.00
		05/15/2020	24781	110141441	CALCARD ASFIN 042220	(\$54.49)
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$41,735.97
V41477	US BANK XX0650 FIRE	05/15/2020	24782	110	CALCARD FIRE 042220	\$108.21
		05/15/2020	24782	911222211	CALCARD FIRE 042220	\$149.90
		05/15/2020	24782	911222223	CALCARD FIRE 042220	\$1,355.50
		05/15/2020	24782	110222211	CALCARD FIRE 042220	\$154.90
		05/15/2020	24782	110222221	CALCARD FIRE 042220	\$1,610.43
		05/15/2020	24782	110222223	CALCARD FIRE 042220	\$378.21
		05/15/2020	24782	174222222	CALCARD FIRE 042220	(\$7.55)
		05/15/2020	24782	911222213	CALCARD FIRE 042220	\$729.73
		05/15/2020	24782	480515161	CALCARD FIRE 042220	\$97.90
		05/15/2020	24782	911	CALCARD FIRE 042220	(\$122.06)
		05/15/2020	24782	911222222	CALCARD FIRE 042220	\$3,862.84
US BANK XX0650 FIRE					Total Check Amount:	\$8,318.01
V41478	US BANK XX0346 IT	05/15/2020	24783	110404154	CALCARD IT 042220	\$38.82
		05/15/2020	24783	911141471	CALCARD IT 042220	\$395.81
		05/15/2020	24783	280323215	CALCARD IT 042220	\$14.95
		05/15/2020	24783	110212121	CALCARD IT 042220	\$738.60
		05/15/2020	24783	110515125	CALCARD IT 042220	\$95.37
		05/15/2020	24783	460141474	CALCARD IT 042220	(\$232.50)

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V41478	US BANK XX0346 IT	05/15/2020	24783	475141471	CALCARD IT 042220	\$1,149.75
US BANK XX0346 IT					Total Check Amount:	\$2,200.80
V41479	US BANK XX0221 PW	05/15/2020	24784	110515141	CALCARD PW 042220	\$70.15
		05/15/2020	24784	110515149	CALCARD PW 042220	\$15.83
		05/15/2020	24784	480515161	CALCARD PW 042220	\$214.83
		05/15/2020	24784	911515141	CALCARD PW 042220	\$1,126.46
		05/15/2020	24784	110	CALCARD PW 042220	\$29.10
		05/15/2020	24784	911515151	CALCARD PW 042220	\$1,130.36
		05/15/2020	24784	110515125	CALCARD PW 042220	(\$649.66)
		05/15/2020	24784	440515126	CALCARD PW 042220	\$18.31
		05/15/2020	24784	480	CALCARD PW 042220	(\$11.39)
		05/15/2020	24784	490515151	CALCARD PW 042220	\$2,460.38
US BANK XX0221 PW					Total Check Amount:	\$4,404.37
V41480	US BANK XX0544 POLICE	05/15/2020	24785	911	CALCARD PD 042220 ST	(\$83.72)
		05/15/2020	24785	911212111	CALCARD PD 042220	\$5.98
		05/15/2020	24785	911212121	CALCARD PD 042220	\$1,304.01
		05/15/2020	24785	110	CALCARD PD 042220	\$666.35
		05/15/2020	24785	110212121	CALCARD PD 042220	\$461.60
		05/15/2020	24785	110212131	CALCARD PD 042220	\$822.37
		05/15/2020	24785	480515161	CALCARD PD 042220	\$399.01
		05/15/2020	24785	110212111	CALCARD PD 042220	(\$72.53)
		05/15/2020	24785	110212133	CALCARD PD 042220	\$40.15
		05/15/2020	24785	230212141	CALCARD PD 042220	\$38.28
		05/15/2020	24785	911212131	CALCARD PD 042220	(\$137.90)
US BANK XX0544 POLICE					Total Check Amount:	\$3,443.60
V41481	VPLS SOLUTIONS, LLC	05/15/2020	29409	475141471	20/21 FN FIREWALL MNT	\$6,254.15
VPLS SOLUTIONS, LLC					Total Check Amount:	\$6,254.15
V41482	WEST COAST SAND & GRAVEL, INC.	05/15/2020	11519	510707251	SAND AND BASE	\$1,046.34
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$1,046.34
V41483	WESTERN GOLF PROPERTIES, LLC	05/15/2020	29071	110000000	BREA CRK S/TAX APR20	\$363.60
		05/15/2020	29071	110515149	BREA CREEK CGS APR20	\$1,829.39
		05/15/2020	29071	110515149	BREA CREEK MGMT APR20	\$25,000.00
WESTERN GOLF PROPERTIES, LLC					Total Check Amount:	\$27,192.99
Voucher Subtotal						\$208,153.22
W20005	MUFG UNION BANK	05/14/2020	29234	930	LAIF CONTRIBUTION	\$12,000,000.00
MUFG UNION BANK					Total Check Amount:	\$12,000,000.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Wire Subtotal						\$12,000,000.00

TOTAL \$12,635,696.60