



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

City Council Meeting Agenda

Tuesday, March 7, 2023

6:15 p.m. - Study Session

7:00 p.m. - General Session

Marty Simonoff, Mayor

Christine Marick, Mayor Pro Tem

Cecilia Hupp, Council Member

Blair Stewart, Council Member

Steven Vargas, Council Member

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

Procedures for Addressing the Council

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

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Please silence all cell phones and other electronic equipment while the Council is in session. Thank you.

Written comments may be submitted in advance of the meeting by emailing cityclerksgroup@cityofbrea.net. Written comments received by 3 p.m. on the day of the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

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.

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

CALL TO ORDER / ROLL CALL - COUNCIL

1. **Public Comment**
2. **Clarify Regular Meeting Topics**

DISCUSSION ITEMS

3. **Brea War Memorial Name Change Discussion**
4. **Brea Canyon Widening Project**

REPORT

5. **Council Member Report/Requests**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

6. **Pledge of Allegiance: Boy Scout Troop 707**
7. **Invocation: Pastor Dan Crane, Formation Church**
8. **Presentation: Parks, Recreation and Human Services and Cultural Art Commission Goals and Accomplishments**
9. **Report - Prior Study Session**
10. **Community Announcements**
11. **Matters from the Audience**
12. **Response to Public Inquiries - Mayor / City Manager**

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. **February 21, 2023 City Council Regular Meeting Minutes** - Approve.
14. **Encroachment License and Public Use Easement Agreement for Private Development at the Northwest Corner of State College Boulevard and Birch Street** - Accept and authorize the City Clerk to record the Encroachment License and Public Use Easement Agreement. There is no fiscal impact to the General Fund.

15. **Acceptance of the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457** - Accept the Project as complete and authorize the City Clerk to record a Notice of Completion; Accept the Warranty Bond; and Authorize the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.
16. **Purchase of New Fire Apparatus** - Appropriate \$891,745.27 from General Fund and authorize the purchase of one (1) ladder/tiller truck for \$1,988,161.755. The cost of one ladder/tiller truck is \$1,988,161.75. An appropriation of \$891,745.27 is required to cover the shortfall. By purchasing this apparatus now and taking advantage of a prepayment discount, the City can save approximately \$130,000. The fiscal impact will be to the General Fund.
17. **Authorize the Purchase of Playground Equipment for Arovista Park Modernization Project, CIP 7978** - Approve the purchase of playground equipment from seven different manufacturers for a total of \$1,987,367.00; and Authorize the City Manager to issue a purchase order change notice in a not-to-exceed amount of five percent of the equipment purchase price. Funding is available in the CIP Budget.
18. **Traffic Improvements at the Intersection of Puente Street and Northwood Avenue** - Approve Conceptual Signing and Striping Improvement Plan for the intersection of Puente Street and Northwood Avenue; and Direct the City Engineer to implement said improvements. Sufficient funds are available within the Department of Public Works operational budget for installing the traffic improvements.
19. **Extension of Professional Services Agreement with Interwest Consulting Group, Inc.** - Approve one-year extension of Professional Services Agreement with Interwest Consulting Group, Inc. in the amount not-to-exceed \$150,000 per year. There will be no impact to the General Fund. Consultant fees are paid from corresponding CIP project accounts and/or Cost Center accounts.
20. **Purchasing System Update – Receive Update and Consider Revisions to the City’s Purchasing Policy Limits** - Receive update and consider adoption of Resolution No. 2023-012 designating Purchasing Policy Limits and the Local Vendor Preference Amount for the City’s Purchasing System. There is no direct fiscal impact.
21. **Professional Services Agreement with Westberg White Architecture for Brea Senior Center Feasibility Study** - Approve the Professional Services Agreement in an amount not-to-exceed \$75,000. The Community Development Block Grant (CDBG) funding received for this year is \$75,000. The proposed lump-sum fee proposed by Westberg White Architecture falls under this amount, and staff is also requesting the additional \$3,000 be used as potential contingency should any additional expenses arise. There is no General Fund impact, and there is no match requirement for the grant.
22. **Approval of the Part-Time Employment and Benefits Policy** - Adopt Resolution No. 2023-013, approving the Part-Time Employment and Benefits Policy. The estimated fiscal impact of these increases is \$128,024 which will be included in the budget for FY 2023-25.
23. **Outgoing Payment Log and February 17 and 24, 2023 City Disbursement Registers** - Approve.

ADMINISTRATIVE ANNOUNCEMENTS

24. **City Manager**
25. **City Attorney**
26. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/07/2023
SUBJECT: February 21, 2023 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 FEBRUARY 21, 2023

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

CALL TO ORDER / ROLL CALL - COUNCIL

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

1. **Public Comment**
None.
2. **Clarify Regular Meeting Topics**
None.

DISCUSSION ITEMS

3. **General Fund Operating and Capital Improvement Program Budget Kick-Off**
Senior Fiscal Analyst Brenner provided a Powerpoint presentation and spoke about the prior Fiscal Year 2021-22 General Fund recap, Fiscal Year 2022-23 year-end estimate, Fiscal Year 2022-23 General Fund revenues and expenditures for the current year, budget update, economic outlook, and the budget process.

Assistant City Engineer Chapman provided a Powerpoint presentation and spoke about the CIP budget, provided an update on current project status and highlighted the following projects: Berry Street Sidewalk Installation, Country Hills Pavement/Water, S. Brea Water and Sewer Improvements, Senior Center generator, and next steps.

REPORT

4. **Council Member Report/Requests**
Councilmember Vargas requested an update on the trash contract.

Mayo Simonoff adjourned the Study Session at 6:53 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., all members were present.

5. Pledge of Allegiance

Girl Scouts Troops 8101 and 5002 led the Pledge of Allegiance.

6. Invocation

Pastor Chris Garrigue, The Cause Church, delivered the Invocation.

7. Report - Prior Study Session

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

8. Community Announcements

Councilmember Stewart announced that tickets are available for *A Gentleman's Guide to Love and Murder*, as presented by Curtis Theatre and Southgate Productions.

Councilmember Hupp announced that Love Brea will take place on Saturday, April 22 and encouraged the community to submit their projects at LoveBrea.org. She added that Love Brea is a great opportunity to serve the community and join a movement that is spreading across California.

Mayor Pro Tem Marick announced that new CERT classes are starting on March 7 and there is still time to register. She explained that the Community Emergency Response Team, CERT, teaches classroom and hands-on training disaster preparedness for hazards that may impact neighborhoods, trains citizens basic disaster response skills. She also announced that upcoming classes will meet on Tuesday and Thursday evenings, and one Saturday morning.

Councilmember Hupp announced that the Affordable Housing Ordinance is one piece of a larger comprehensive strategy to encourage the development of housing options at all income levels in the City of Brea. She indicated that an important part of the update process is community involvement and feedback to understand challenges faced by residents in finding and obtaining affordable housing, as well as challenges faced by local developers in constructing affordable housing. She encouraged the community to visit the City website to participate in the survey.

Councilmember Vargas announced that the Brea 8K returns to our streets on Sunday, February 26 and that traffic will be impacted between the hours of 6:00 a.m. and 11:00 a.m. He also urged residents to plan ahead, allow extra time, and take alternate routes due to streets and neighborhoods impacts.

9. Matters from the Audience

Naomi DeLaCruz reminded the community that Girl Scout Cookies are now available and encouraged the community to support local Brea Girl Scouts.

Craig Faris commended the Communications and Marketing team for their Brea Talks podcast.

Sergio spoke about the OsteoStrong business in the City of Brea and encouraged residents to visit OsteoStrong to help reverse osteoporosis, increase muscular strength, improve back pain and strengthen bone density.

Sean Thomas expressed concern with bikes speeding on the Brea Trails. He also spoke about AB1909 as it relates to the rights of Cities to determine rules on their pathways.

Derek Gerber, Brea Eagle Hills Christmas Lights Captain, thanked the Council and Brea Police Department for their support through the holiday season.

City Clerk Harris-Neal summarized the following written comment that was received in advance of the meeting:

Cristina Lopez, Senior Public Affairs Specialist, South Coast Air Quality Management District, stated that the South Coast AQMD Governing Board Summer Internship Program is open and currently enrolling college students. She encouraged those interested to apply, noting the application deadline of March 17.

10. Response to Public Inquiries - Mayor / City Manager

Mayor Simonoff responded to public inquiries.

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CITY COUNCIL - CONSENT

11. February 7, 2023 City Council Regular Meeting Minutes

The City Council approved the February 7, 2023 City Council Regular Meeting Minutes as written.

12. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2022-23

The City Council adopted Resolution No. 2023-009 and 2023-010, appropriating funds to adjust the Fiscal Year 2022-23 City Operating and Capital Improvement Program Budgets.

13. Resolution Establishing the FY 2022-23 City of Brea Master Employee Salary Schedule to Comply with CalPERS Regulations

The City Council adopted Resolution No. 2023-011, establishing the updated Fiscal Year 2022-23 City of Brea Master Employee Pay Schedule confirming the pay rates/ranges for all City of Brea established positions in order to comply with CalPERS regulations.

14. Award of Contract for a classification and compensation study

The City Council approved the Professional Services Agreement with The Management Strategies Group ("MSG") consulting division of the Sloan Sakai Yeung & Wong LLP law firm to prepare and conduct a classification and compensation study, and authorized the Mayor to execute a contract in the amount of \$26,680.

15. Professional Services Agreement for Forensic Phlebotomy Services

The City Council approved the Professional Services Agreement with California Forensic Phlebotomy, Inc. to provide as-needed Forensic Phlebotomy Services in an amount not to exceed \$25,000 per year; and authorized the City Manager to exercise up to four (4) optional one-year extensions.

16. February 3 and 10, 2023 City Disbursement Registers

The City Council received and filed the February 3 and 10, 2023 City Disbursement Registers.

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Hupp to approve City Council Consent Items 11 - 16.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

17. City Manager

None.

18. City Attorney

None.

19. Council Requests

Councilmember Vargas requested the Council Meeting close in memory of Bishop David O'Connell.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Simonoff adjourned the General Session at 7:21 p.m. in memory of Bishop David O'Connell.

CLOSED SESSION

**7:45 p.m. - Executive Conference Room
Level Three**

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Closed Session to order at 7:45 p.m., all members were present.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

20. 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.

21. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation. Name of Case: Aguirre et al. v. City of Brea (USDC Case No. 8:22-cv-02236-JWS-KES)

Mayor Simonoff adjourned the Closed Session at 8:25 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 7th day of March, 2023.

February 21, 2023

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: 03/07/2023

SUBJECT: Encroachment License and Public Use Easement Agreement for Private Development at the Northwest Corner of State College Boulevard and Birch Street

RECOMMENDATION

Accept and authorize the City Clerk to record the Encroachment License and Public Use Easement Agreement.

BACKGROUND/DISCUSSION

On June 27, 2017, Planning Commission approved Resolution Numbers PC 2017-05, PC 2017-06, and PC 2017-07 for a proposed private mixed-use and hotel development located at the northwest and northeast corners of State College Boulevard and Birch Street. Resolution No. PC2017-07, which was for the mixed-use multi-family development located at the northwest corner of State College Boulevard and Birch Street, included Conditions of Approval for the property owner, Brea Place Acquisition Partners, LLC, to provide details for the review and approval of the City Planner regarding the open space landscaped courtyards and patio areas along Birch Street. These details were conditioned to serve the goal of providing for both private project and public streetscape amenities and use areas and for active and passive use of the landscaped and hardscaped areas along Birch Street.

The proposed improvements were subsequently reviewed and approved by City staff under corresponding building permits, with the condition that the applicant enters into an Encroachment License Agreement with the City, allowing for private improvements to be located within the public right-of-way and public easement areas and a condition that the applicant dedicates a Public Use Easement to the City of Brea, allowing for the use of the Public Use Easement Area by the public. See Attachment A for an exhibit that showcases the Public Use Easement Areas' location and describes the Encroachment Improvements. The Engineering Division and the City Attorney have reviewed and approved the Encroachment License and Public Use Easement Agreement for the proposed Encroachment License and Public Use Agreement and Public Use Easement Agreement. Refer to Attachment B, included herein, for the Encroachment License and Public Use Easement Agreement.

FISCAL IMPACT/SUMMARY

There is no General Fund impact from accepting this Encroachment License and Public Use Easement Agreement. Therefore, staff recommends that City Council consider accepting and authorizing the City Clerk to record the Encroachment License and Public Use Easement Agreement.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

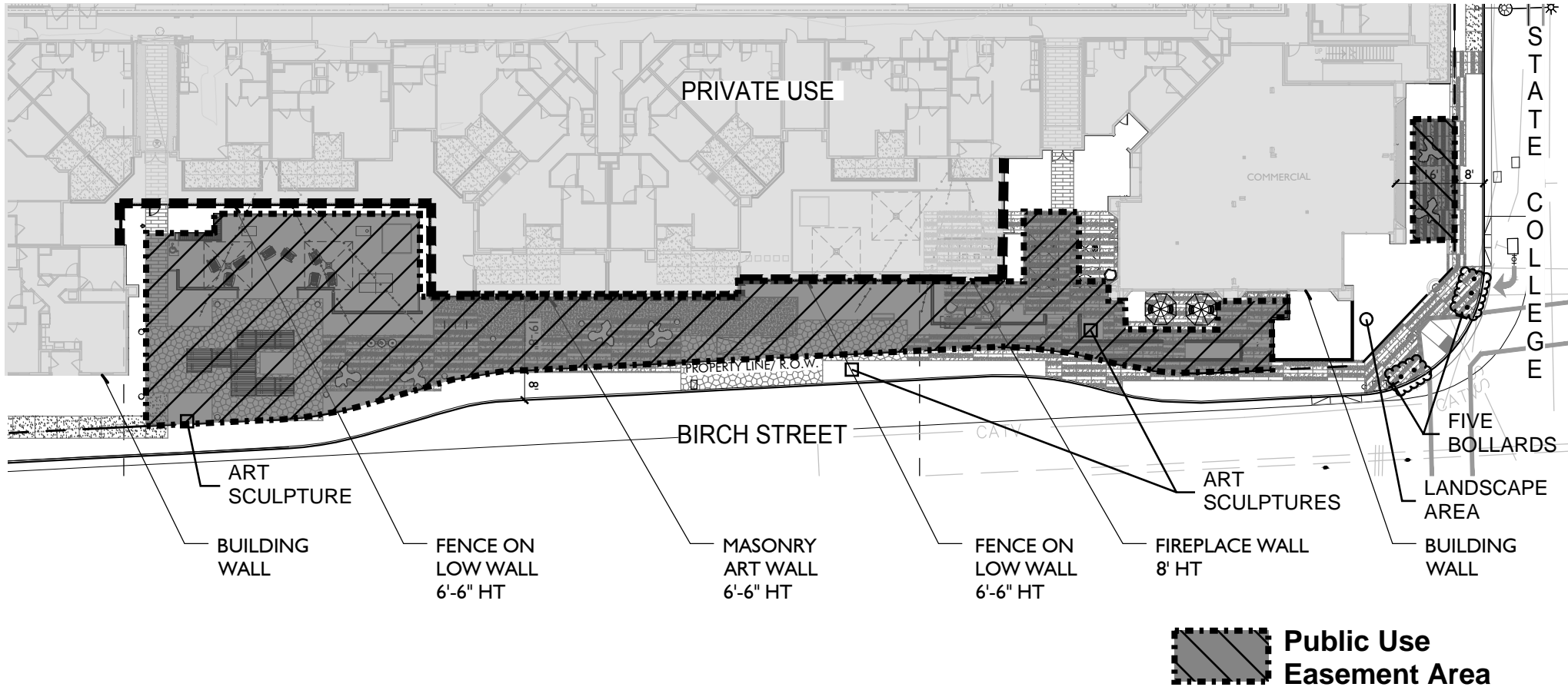
Prepared by: Ryan Chapman, P.E., Assistant City Engineer

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

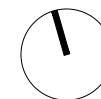
Attachments

Attachment A - Public Use Easement Areas

Attachment B - Encroachment License & Public Use Easement Agreement



BIRCH STREET PUBLIC USE EXHIBIT
 AVALON BAY / HINES
 BREA, CA
 10.28.2019



NORTH



SCALE: 1" = 40'

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 (CITY TO PRIVATE OWNER) AND
EASEMENTS FROM PRIVATE OWNER TO CITY FOR PUBLIC ACCESS/USE**

The CITY OF BREA, a municipal corporation ("City") hereby grants a revocable license ("License") to AVALON BREA PLACE (PHASE I), LLC, a Delaware limited liability company ("Licensee"), to install, operate and maintain the improvements, including but not limited to, landscaping, irrigation, trees and decorative concrete pavement and bollards, as described in grading permits G18-000-007 and 008 and landscaping permits B19-000-366 and 038 on portions of those public rights of way of City within the City of Brea, known as Birch Street and State College Boulevard, and the easement for recreational trail purposes dedicated and accepted on Parcel Map No. 84-1169 filed in Book 193, Pages 32 and 33 (Document 84-499833) of Official Records of Orange County showing said permits. Said permits also permit Licensee to perform grading and landscaping and other improvements within those Public Use Easement Areas on the Licensee Property (as defined below). The improvements described in the preceding two sentences are collectively referred to herein as the "Encroachment Improvements".

Additionally, Licensee, as grantor, hereby grants to City, as grantee, easements over the Licensee Property (as defined below) in the areas more particularly shown on Exhibit "A" (the "Public Use Easement Areas") for the public to use the Encroachment Improvements and all areas within the Public Use Easement Areas for public access and use, including without limitation for pedestrian access, bicycle access and seating area ("Public Use Easements"). Licensee's Property, a portion of which is encumbered by said Public Use Easements, is described in its entirety on Exhibit "B" ("Licensee Property"). The Public Use Easements shall

bind Licensee, Licensee's successors and assigns, and successors-in-interest to all or any portion of or interest in the Public Use Easement Areas on Licensee's Property and shall encumber the Licensee Property and "run with the land" as to the Licensee Property.

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 hereof and shall continue in perpetuity, unless terminated by City by written notice to Licensee.

2. Covenants and Conditions:

(a) Licensee agrees to install, operate and maintain in good 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 72 hours after notification from City.

(c) Licensee shall defend indemnify and hold City and its officers, agents, volunteers, and employees harmless, with respect to all claims, liabilities, damages, losses, costs and expenses (including attorneys' fees), arising from any injury to person or property alleged or asserted to have been occasioned, caused by, or contributed to by the Encroachment Improvements, their design, or Licensee's activities in connection therewith, including their construction, installation, presence, operation, maintenance or repair, 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.

(d) Throughout the term of this Agreement, Licensee shall maintain, at its own sole cost, commercial general liability insurance with respect to claims and liabilities related to or arising out of the installation, operation or maintenance of the Encroachment Improvements and areas on which they are located, naming the City and its officers, agents, volunteers, and employees as additional insureds, all as set forth in Exhibit "C" hereto.

(e) This License is subject to City's rights, hereby retained, to cause maintenance, repair and/or construction work to be conducted on Birch Street and State College

Boulevard, and should such maintenance, repair 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 intentionally caused.

(f) 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 subject to the License for the purpose of installing, maintaining, relocating, altering, enlarging, repairing, 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. Licensee agrees to be responsible at Licensee's cost for the removal or relocation of any or all of the Encroachment Improvements within the areas subject to the License required by the City in connection with the foregoing. 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 within the areas subject to the License, 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 agreement of the parties, there has been a determination that no emergency condition necessitated such removal. The City shall utilize good faith efforts to notify Licensee in advance of any such emergency to give Licensee an opportunity to remove such affected Encroachment Improvements. In the event of any emergency where the City is unable to notify Licensee prior to the removal of such Encroachment Improvements, the City shall provide notice as soon as is practicable.

(h) If it is necessary to temporarily move or remove any of the Encroachment Improvements within the areas subject to the License 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 such 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 such Encroachment Improvements at its own cost, if that temporary or permanent move or removal is 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 License is a revocable license with respect to Licensee, is not transferable or assignable (except as set forth below) 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 License separately from the Licensee 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 Property, and (ii) inure to any transferee of the Licensee 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. Subject to the sentence above and notwithstanding any other provision herein, this License is subject to termination/revocation by the City; provided, however, that the City shall provide not less than three (3) months' written notice of its intent to revoke.

(k) Upon any termination/revocation of this License, Licensee shall remove the Encroachment Improvements within the areas subject to the License, 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 within the areas

subject to the License, 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 the Licensee 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 increased costs of maintenance, repair, reconstruction or otherwise, of City's property occasioned by the Encroachment Improvements permitted hereunder.

(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:

Avalon Brea Place (Phase I), LLC
c/o AvalonBay Communities, Inc.
11111 Santa Monica Boulevard
Suite 1700
Los Angeles, CA 90025

. 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. This Agreement consists of this document and all Exhibits hereto, each of which is incorporated by reference herein. No representation or promise not expressly set forth herein, shall be binding or have any force or effect.

6. 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 _____, 2022.

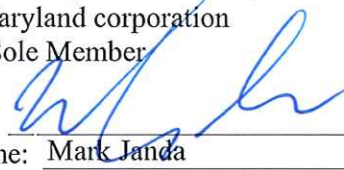
LICENSEE

Avalon Brea Place (Phase I), LLC, a Delaware limited liability company

By: Avalon Brea Place, LLC,
a Delaware limited liability company
its Sole Member

By: Avalon Brea Place Member, LLC
a Delaware limited liability company
its Managing Member

By: AvalonBay Communities, Inc.
a Maryland corporation
its Sole Member

By: 
Name: Mark Janda
Its: Senior Vice President

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 January 18, 2023 before me, Janice Diane Pope,
(insert name and title of the officer)

Notary Public, personally appeared Mark Janda, Senior Vice President,
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

By: _____

Printed Name: _____

Title: _____

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

State of California)
County of Orange)

On _____, 201____, 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 _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the easements in real property conveyed by that certain Encroachment License (City to Private Owner) and Easements from Private Owner to City for Public Access/Use dated _____, 2022 from AVALON BREA PLACE, LLC to the CITY OF BREA, is hereby accepted by the undersigned officer on behalf of the CITY OF BREA pursuant to authority conferred by City Council action on _____, 2022 and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF BREA

By: _____
Marty Simonoff,
Mayor

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 _____, 201__, 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.

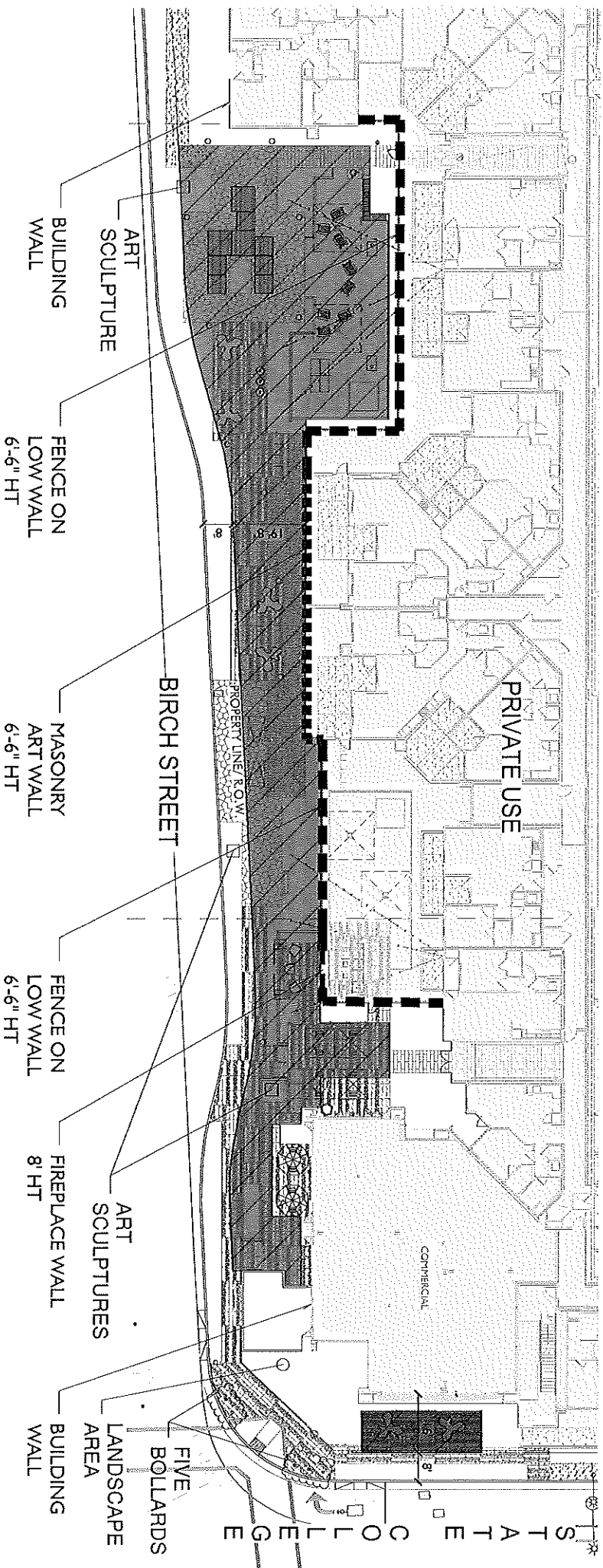
WITNESS my hand and official seal.

Signature _____

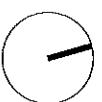
EXHIBIT "A"

**DESCRIPTION OF PUBLIC USE
EASEMENT AREAS ON LICENSEE PROPERTY**

(Attached)



Public Use
Easement Area



NORTH

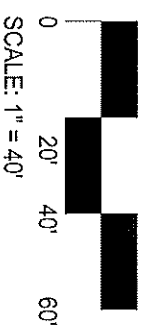


EXHIBIT "B"

DESCRIPTION OF ENTIRE LICENSEE PROPERTY

Real property in the City of Brea, County of Orange, State of California, described as follows:

PARCEL 1 OF PARCEL MAP NO. 2016-178, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 395, PAGES 20 THROUGH 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "C"
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 as set forth below has been obtained. Licensee shall take out and maintain at all times during the term of this License the following policies of insurance:

- (a) For 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 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 AM Best Co. Rating Guide;

- (2) Name as additional insureds the City of Brea, and City's elected officials, officers, attorneys, agents, employees, volunteers, 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 Commercial General Liability policy insurer will provide 30 days-notice to the City in the event of cancellation of that policy, except for instances of non-payment of premium." Licensee will provide advance notice of change in Commercial General Liability policy limits.
 - (7) Specify that any failure to comply with reporting or other provisions of the required policy 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) Otherwise be in form approved by City, such approval not to be unreasonably withheld, conditioned or delayed.
- (d) Prior to commencing work under this License, the Licensee shall furnish the City with a Certificate of Insurance evidencing the insurance coverage required by this License. All Certificates of Insurance shall be received and approved by the City before Licensee commences performance. Licensee shall provide City with an additional Certificate of Insurance 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.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Acceptance of the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457

RECOMMENDATION

1. Accept the Project as complete and authorize the City Clerk to record a Notice of Completion;
2. Accept the Warranty Bond; and
3. Authorize the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

BACKGROUND/DISCUSSION

On December 15, 2020, the City Council awarded a Construction Contract ("Contract") to All Cities Engineering, Inc. ("ACE") for \$3,916,292.65 for the Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, Project Nos. 7453 and 7457 ("Project"), and approved a 10% construction contingency for a total approved construction budget of \$4,307,921.92. The Project replaced and upgraded the existing water mains and appurtenances, replaced four pressure regulating systems, and completed street resurfacing throughout the two subdivisions. In addition, the Project also included reconstructing the ADA ramps to the latest standards and reconstruction of sidewalks, and curb and gutters (Attachment A Location Map).

The Notice-to-Proceed with the construction was issued on April 19, 2021, and the Project was considered substantially complete on February 11, 2022, with final acceptance of the work on November 8, 2022. There were several contract change orders, including the final quantity balancing change order approved for the Project that resulted in a reduction of (\$203,096.39) from the contract amount. Therefore, the final total accepted contract cost was \$3,713,196.26. The improvements have been completed, and staff recommends the City Council approve the acceptance of work performed by ACE.

The following is a summary of contract costs:

Original Construction Contract Amount	\$3,916,292.65
Approved Change Orders	(-\$203,096.39)
ACE Final Construction Contract Amount	\$3,713,196.26
Approved Construction Budget with 10% Contingency	\$4,307,921.92
Remaining Construction Budget	\$594,725.66

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 28, 2023 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

The final Contract amount for the Project is \$3,713,196.26, which is under the approved construction Contract budget. The source of funds for this Project is from the Water Utility Fund (Fund 420), Gas Tax (Fund 220), and Measure M (Fund 260). Therefore, there is no impact to the General Fund. Once the Project is finally closed out, any remaining unspent funds will be reallocated to the appropriate funds for other approved CIP Projects.

The Project replaced and upgraded the existing water mains and appurtenances, replaced four pressure regulating systems, completed street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutter within the Steele Drive and Pleasant Hills subdivisions. ACE has completed the Project and fulfilled its obligations to the City under the subject Contract. Furthermore, ACE provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year after the recordation of the Notice of Completion. Therefore, staff is recommending the City Council consider accepting the Project as complete, accept the Warranty Bond (Attachment B), and authorize the City Clerk to record a Notice of Completion (Attachment C). Additionally, staff recommends authorizing the City Clerk to release the Payment and Performance Bonds upon notification from the Public Works Department.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ryan Chapman, Assistant City Engineer

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

Attachments

Attachment A - Location Map

Attachment B - Warranty Bond

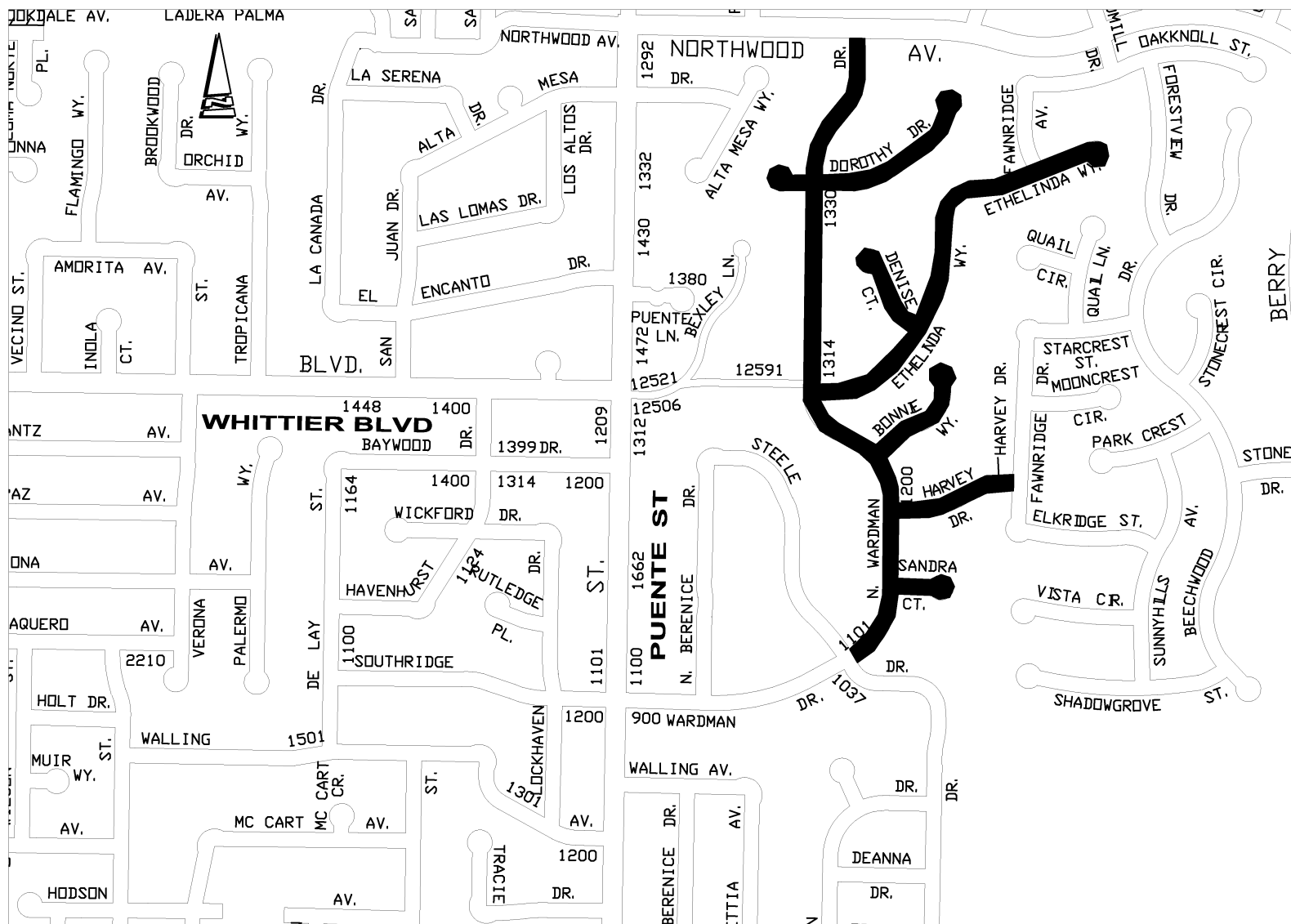
Attachment C - Notice of Completion

STEELE DRIVE WATERLINE IMPROVEMENTS



PROJECT 7457

PLEASANT HILL TRACT WATER IMPROVEMENTS



VICINITY MAP

NOT TO SCALE

Bond No. WCN5938535

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

ALL CITIES ENGINEERING, INC.

("Principal"), a contract ("Contract") for the work described as follows:
WATER MAIN REPLACEMENT STEELE DRIVE TRACT AND PLEASANT HILLS TRACT

WHEREAS, Principal is required under the terms of the Contract to furnish a one (1) year warranty to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY
COMPANY - 14728 PIPELINE AVE. SUITE E. CHINO HILLAS, CA 91709; 213-200-0922
(Insert name, address, and telephone number of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of
THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND ONE HUNDRED NINETY SIX & 26/100

Dollars (\$3,713,196.26), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

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

Dated: DECEMBER 5TH, 2022

"Principal"

ALL CITIES ENGINEERING, INC.

By: APOLONIO RAMIREZ
Its president

By: _____
Its

(Seal)

"Surety"

OLD REPUBLIC SURETY COMPANY

KEVIN VEGA, ATTORNEY-in-FACT

By: [Signature]
Its ATTORNEY-in-FACT

By: _____
Its

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRITTON CHRISTIANSEN, MYRNA SMITH, PHILIP E. VEGA, KEVIN VEGA, OF COVINA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of MARCH, 2020.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 17TH day of MARCH, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-0061



Signed and sealed at the City of Brookfield, WI this 5th day of December, 2021

Karen J. Haffner

Assistant Secretary

C & D BONDING & INS SERVICES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

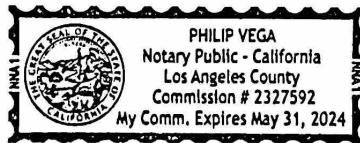
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of LOS ANGELES)
 On 12/05/2022 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared KEVIN VEGA, ATTORNEY-in-FACT
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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On 12/8/22 before me, Javier Castro Gonzalez (Notary Public),
(Here insert name and title of the officer)

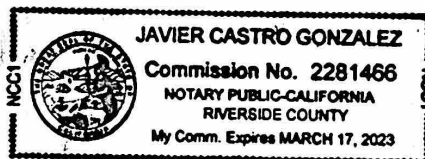
personally appeared -Apolonio Ramirez-,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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 November 8, 2022.
8. The name of the original contractor, if any, for the work of improvement was All Cities Engineering, Inc.
(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 Water main replacement, AC pavement rehabilitation, PCC ADA Ramp Work.
9. 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: Brea Water Main Replacement Steele Drive Tract and Pleasant Hills Tract, CIP Project Nos. 7453 and 7457.
10. The street address of the said property is Various streets within the Steele and Pleasant Hills Tract Subdivision.

Dated: _____ 2023.



(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer (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 _____ day of _____, 2023.

(SIGNATURE)

Michael S. Ho P.E., Public Works Director/City Engineer

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 03/07/2023
SUBJECT: Purchase of New Fire Apparatus

RECOMMENDATION

Appropriate \$891,745.27 from General Fund and authorize the purchase of one (1) ladder/tiller truck for \$1,988,161.75

BACKGROUND/DISCUSSION

In 2022, the City retained Citygate Associates, LLC (Citygate) to conduct a comprehensive Standards of Response Coverage (SOC) and Community Risk Assessment (CRA) study to review current organizational conditions, analyze future service demands and service delivery options, and provide recommendations for the Fire Department (Department) to guide future decision-making for the next three to five years. The scope included a command staff assessment to model the City's needs if it were to separate from the shared fire command partnership with the City of Fullerton. Citygate utilized multiple sources to gather, understand, and model information about the City and Department and requested a large amount of relevant background data and information to understand better current costs, service levels, history of service level decisions, and prior studies. Citygate also utilized various National Fire Protection Association (NFPA) and Insurance Services Office (ISO) publications as best practice guidelines, along with the self-assessment criteria of the Commission on Fire Accreditation International (CFAI).

Following the issuance of the report, Public Works Department management staff met with Fire Department management staff to assess the current operations of Fire Station 1 and Fire Station 2 vehicles and discussed the recommended replacement.

To better understand the current asset, vehicle age/mileage, and deployment, a detailed breakdown of Fire Station 1 and Fire Station 2 was created. The recommendations for new equipment noted are from Fire management staff:

Fire Station 1:

Reserve Ladder/Tiller Truck (2007 Pierce, 105,749 miles)

Fire Station 2:

Frontline Ladder/Tiller Truck (New truck)

The current frontline truck will go on reserve status once the new frontline truck is received. With the growing number of emergency calls due to our increasing population and risk of wildland

fires, replacing the one ladder/tiller truck (La France 1998) is recommended. This setup will put the City in a better position for the future needs of the Fire Department.

At the October 18, 2022, City Council meeting, the City Council authorized the purchase of three fire engines for \$2,718,583.52. The cost of this new ladder truck is \$1,988,161.75. An appropriation of \$891,745.27 is required to cover the shortfall to purchase the new ladder truck. By prepaying and purchasing the ladder truck now, the City can save approximately \$130,000.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at their February 28, 2023, meeting along with the updated quote with a purchase cost of \$1,988,161.75, which was updated as a result of new EPA regulations regarding emission standards. Staff updated the appropriation needed and is recommended for City Council approval. The Finance Committee recommended to proceed.

FISCAL IMPACT/SUMMARY

As equipment prices have risen tremendously this past year, the need to purchase now is due to lengthier build times and annual cost increases. The cost of one ladder/tiller truck is \$1,988,161.75. An appropriation of \$891,745.27 is required to cover the shortfall. By purchasing this apparatus now and taking advantage of a prepayment discount, the City can save approximately \$130,000. The fiscal impact will be to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Rudy Correa, Equipment Superintendent
Concurrence: Michael Ho, Public Works Director/City Engineer

Attachments

Quote

02/27/23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

[illegible]

Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
109	1	TAK-4 Suspension	\$21,492.00	
112	1	Change to Air Ride Suspension, Single	\$9,437.00	
137	1	Brake fittings compression type	\$1,898.00	
143	1	Cummins 450 to x12	\$39,119.00	
	1	X12 to Paccar 510 HP	\$0.00	\$33,320.00
167	1	Mirrors - change to Bus style cab corner	\$4,345.00	
170	1	Raised roof, custom cab	\$3,167.00	
175	1	Electric Windows	\$2,795.00	
176	1	Electric Door locks	\$1,628.00	
177	1	110 Volt cab A/C	\$3,039.00	
186	1	EMS Compartment in Cab	\$4,229.00	
208	15	Spare 12 volt power (each)	\$3,600.00	
	1	David Clark Intercom	\$0.00	\$11,668.00
234	6	Intercom Headset - Wired	\$4,494.00	
252	1	430 amp Delco alternator	\$5,244.00	
253	1	LED cab lighting	\$1,284.00	
255	1	LED Headlights	\$3,248.00	
266	1	Tail lighting LED Upgrade	\$2,212.00	
254	1	LED body perimeter additional	\$2,877.00	
259	1	12 volt LED Flood Brow light B	\$4,317.00	
264	7	12 volt LED Flood Recessed or surface (per light) B	\$24,584.00	
297	1	LED Compartment Lighting premium	\$5,353.00	
310	6	Adjustable Compartment shelves	\$1,590.00	
314	4	Slide-out floor tray	\$4,448.00	
330	16	SCBA Storage Bins (each)	\$3,424.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$8,142.00	
422	1	Q2B Siren	\$5,795.00	
429	1	Traffic Directing light bar "B"	\$3,680.00	
	1	2027 EPA Compliant engine	\$0.00	\$54,842.00
		#N/A	\$0.00	
		#N/A	\$0.00	
		Base Bid	\$1,693,508.00	
		Published Options	\$175,441.00	
		Total Published Options	\$1,868,949.00	
		Unpublished Options	\$99,830.00	5.34%
		Total Options w/o HGAC Fee	\$1,968,779.00	

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Authorize the Purchase of Playground Equipment for Arovista Park Modernization Project, CIP 7978

RECOMMENDATION

1. Approve the purchase of playground equipment from seven different manufacturers for a total of \$1,987,367.00; and
2. Authorize the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of five percent of the equipment purchase price.

BACKGROUND/DISCUSSION

In the fall of 2020, the City's Parks, Recreation and Human Services Commission adopted their Goal Setting Executive Summary highlighting several improvements needed at Arovista Park. The City Council directed staff to explore the modernization of Arovista Park at their May 4, 2021, meeting, emphasizing an all-accessible playground and other park improvements. These included upgrades to existing fields and courts, the addition of multi-generational recreational opportunities, and the desire for an all-accessible play area.

Extensive community outreach and engagement followed through the remainder of 2021, resulting in an initial concept plan for the park. At their Special Meeting on March 8, 2022, the City's Parks, Recreation, and Human Services Commission established a base project with other priorities for the Arovista Park Modernization Project. The base project included the following:

- An all-inclusive playground
- Skate park sound wall
- Parking lots
- Restrooms
- Golf safety netting
- Tracks trailhead lighting and design

Other priorities included baseball fields; a theater; Jubilee Grove; an active adult area; and pickleball, basketball, and volleyball courts. There was a consensus to include relocating the sound wall in the base project, and staff also recommended safety netting at the golf course, which is currently underway.

In June 2022, City Council awarded a design services agreement to David Volz Design for plans, specifications, and estimates (PS&E) for Arovista Park Modernization, CIP 7978.

City Council, on February 7, 2023, authorized the purchase of a prefabricated

restroom/concession building, restroom/storage, and two trash enclosures. The concept plan for the all-accessible playground was also shared and approved by the City Council at the February 7 meeting. Based on the extensive outreach and input received, staff and the architect have selected play equipment from seven manufacturers that offer various sensory opportunities throughout the accessible playground. Due to lead times for the equipment, staff is recommending orders be placed now with the different manufacturers, as detailed in the table below:

Manufacturer	Cost
Landscape Structures - Freestanding Play Equipment	\$253,760.00
Landscape Structures - Custom Tower, Bridge/Elevated Walk	\$840,000.00
Goric	\$105,480.00
Berliner	\$162,271.00
I.D. Structure	\$57,175.00
Gametime	\$15,000.00
Jen Lewin	\$105,000.00
Barbara Butler	<u>\$132,000.00</u>
Sub Total:	\$1,670,686.00
Tax:	\$167,138.00
Freight:	<u>\$149,543.00</u>
Total:	\$1,987,367.00

Once the purchase orders are issued, the general contractor will be required to coordinate the delivery of the equipment. The specifications will need a certified playground installer and certified playground inspector to handle and observe the equipment installation.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at their February 28, 2023, meeting and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

Staff recommends purchasing playground equipment from multiple manufacturers, as detailed above, for the Arovista Park Modernization at \$1,987,367.00. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Jenn Colacion, Community Services Senior Management Analyst

Prepared by: Bill Bowlus, Public Works Superintendent

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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Traffic Improvements at the Intersection of Puente Street and Northwood Avenue

RECOMMENDATION

1. Approve Conceptual Signing and Striping Improvement Plan for the intersection of Puente Street and Northwood Avenue; and
2. Direct the City Engineer to implement said improvements.

BACKGROUND/DISCUSSION

Puente Street and Northwood Avenue intersection is an all-way stopped intersection of two two-lane residential streets in the northwestern part of the City. Puente Street widens to the south of Central Avenue and becomes an arterial street in Brea, serving both residential and commercial properties. Northwood Avenue is a local street on both the east and west of Puente Street but widens to the east of Puente Street, providing median turning lanes. Northwood Avenue serves as a connection that travels from the subject intersection to the east to N. Berry Street.

In late 2021, a resident reached out to the City to draw attention to concerns regarding both speeding issues on Puente Street and pedestrian safety concerns at the intersection of Puente Street and Northwood Avenue. Along with this request, the resident submitted a formal request for speed humps on Puente Street, from Northwood Avenue to Whittier Avenue. After attaining the data necessary to review the proposals, both recommendations were presented at the May 19, 2022, Traffic Committee meeting. At this meeting, the City Traffic Engineer identified that the request for speed humps met all technical warrants and presented three options for intersection improvements at Puente Street and Northwood Avenue. The Traffic Committee subsequently approved a motion to refine the intersection options based on feedback from the resident group making the request, to refine the speed hump design further, and to present these items at a future Traffic Committee meeting. After attaining resident input on the preferred design option and subsequent plan revisions, the Conceptual Signing and Striping Improvement Plan was presented by the City Traffic Engineer on November 17, 2022, to the Traffic Committee with the recommendations to move forward with the intersection improvements as identified on the plan and to bring the speed hump portion of the request to a future Traffic Committee meeting. Subsequently, the Traffic Committee approved a motion concurring with the provided recommendations.

The proposed Conceptual Signing and Striping Improvement Plan, prepared by the City Traffic Engineer, offers both signage and striping improvements at the intersection of Puente Street and Northwood Avenue that serve as safety enhancements. The improvements proposed include the

installation of crosswalks at the intersection; the restriping of bike lanes at the south leg of the intersection; the addition of lane delineation striping at the east leg of the intersection; the installation of channelizing striping at the northeast and southeast corners of the intersection; as well as associated signage improvements. Please see the Conceptual Signing and Striping Improvement Plan attached for reference. These improvements collectively reduce the speeds of motorists approaching the intersection by narrowing the intersection and providing additional safety measures for pedestrians at the intersection.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 28, 2023 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

Implementing the traffic improvements outlined in the Conceptual Signing and Striping Improvement Plan are estimated to cost \$4,500. Sufficient funds are available within the Department of Public Works operational budget for installing the traffic improvements.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ryan S. Chapman, P.E., Assistant City Engineer

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

Attachments

Conceptual Signing & Striping Improvement Plan

o:\job_files\4441\2022-02 n puente st & northwood ave\dwg\4441-puente & northwood (work order) v9.dwg 11/17/2022 06:50:33 gutierrez



SIGN INSTALLATIONS

TYPE	SIZE	QTY
W3-1	30"x30"	2
R7-9	12"x18"	2
R81(CA)	12"x8"	1
R81A(CA)	12"x5"	1



W3-1



R7-9



R81(CA)



R81A(CA)



SCALE 1"=60'

CITY TRAFFIC ENGINEER

RECOMMENDED BY:

David Roseman

SIGNING AND STRIPING IMPROVEMENTS PUENTE STREET AND NORTHWOOD AVENUE

CITY OF BREA

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Extension of Professional Services Agreement with Interwest Consulting Group, Inc.

RECOMMENDATION

Approve one-year extension of Professional Services Agreement with Interwest Consulting Group, Inc. in the amount not-to-exceed \$150,000 per year.

BACKGROUND/DISCUSSION

On February 5, 2019, the City Council awarded a Professional Services Agreement (PSA) to Interwest Consulting Group for project management services to oversee Capital Improvement Program (CIP) projects. The agreement was for two (2) years with the option to extend for an additional three (3) one-year extensions with City Council approval. The total fee for all assignments authorized during a single year would be limited to a not-to-exceed price of \$150,000.

City staff solicited Interwest Consulting Group, Inc. (Interwest), which employs Steve Kooyman. Steve Kooyman's applicable skills include advanced knowledge and skills in budgeting, design engineering, construction management, contract/change order negotiations, and oral and written communication. Additionally, he offers familiarity with the City's processes, standards, codes, and expectations as a former City Engineer. Since the contract start date, Mr. Kooyman has been an exceptional project manager. Aside from Steve Kooyman, Interwest has other highly qualified staff working with many public agencies.

Steve Kooyman has been a tremendous resource while managing the SR-57/Lambert Interchange Project and many other (CIP) projects currently underway. Some of the projects he manages include the rehabilitation of arterial highways, residential streets, and alleyways, the replacement of undersized and deteriorated sewer and water lines, installing traffic signals and other traffic safety enhancements, and rehabilitating of City-owned facilities. Steve Kooyman's services continue to be required to facilitate the pace and quantity of existing CIP projects in various stages of completion.

Interwest's current hourly rates are within industry standards and meet the City's needs. Staff desires to extend the Professional Services Agreement with Interwest Consulting Group. The total fee for all assignments authorized during a single year would be limited to a not-to-exceed price of \$150,000.

Interwest's hourly rate for services provided by Mr. Kooyman during the previous extension period was \$167 per hour. Per the agreement, Interwest requests a Consumer Price Index (CPI)

increase of 7.8%. Applying the CPI increase yields a new rate of \$180 per hour. City staff is amenable to this rate increase per the PSA provisions. See Exhibit A - Revised Fee Rates for reference. This contract agreement is on an as-needed basis; the City may elect to terminate the contract at any time.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff’s recommendation at their February 28, 2023 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

There will be no impact to the General Fund. Consultant fees are paid from corresponding CIP project accounts and/or Cost Center accounts.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ryan S. Chapman, P.E., Assistant City Engineer
Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

Attachments

Amendment No. 3
Exhibit A

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to the Professional Services Agreement dated February 5, 2019 is made and entered into this ____ day of February, 2023, by and between **Interwest Consulting Group** ("Contractor") and the City of Brea ("City").

A. Recitals.

(i) On or about February 5, 2019, City and Contractor entered into an agreement for professional services whereby Contractor provides **Project Management and Oversight of the City's Capital Improvement Program** services to the City ("Agreement"). By its original terms, or by amendment(s), the Agreement will expire on **February 6, 2023** and currently provides for compensation in the annual not-to-exceed amount of **\$150,000**.

(ii) The Agreement permits the City to extend the term, and authorizes such option to be executed at the discretion of City Council.

(iii) The parties desire to memorialize the City's exercise of its option to extend the term of the Agreement and provide for compensation payable to Contractor for this extension period.

B. Agreement.

NOW, THEREFORE, it is agreed by and between City and Contractor as follows:

1. Notwithstanding any provision of the Agreement: (i) the term of the Agreement is hereby extended and shall expire at the end of the business day on **February 7, 2024**; and, (ii) compensation payable to Contractor for the extended term shall be the not-to-exceed amount of **One Hundred and Fifty Thousand Dollars (\$150,000)**, calculated as a flat amount, or as an hourly rate pursuant to the fee rates in Exhibit A, as applicable.

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Amendment and that this Amendment is binding on the parties hereto.

WHEREAS, the parties have executed this Amendment as of the date first set forth above.

City of Brea, a municipal corporation

Mayor

Attest

Lillian Harris-Neal, City Clerk

Contractor: Interwest Consulting Group



Signature

Paul Meschino, President

Print or Type Name, Title



Signature

David J. Kniff, Assistant Secretary

Print or Type Name, Title

(two signatures required if corporation)

EXHIBIT A – FEE RATES (AMENDMENT #3)

HOURLY RATES

The rates displayed in the fee schedule below reflect Interwest’s current fees based on the CPI average annual increases in 2022 of 7.8% pursuant to Section B 1(c) of the Agreement, which include shipping, supply, and material costs. These hourly rates are subject to the CPI increase as stipulated in the Agreement, which may be revised accordingly in subsequent Amendments. In addition, there is no charge for shipping, supply, or material costs.

CLASSIFICATION

HOURLY BILLING RATE

Engineering

Principal-in-Charge	\$210
Project Manager	180
Traffic Engineer	190
Supervising Engineer	180
Senior Engineer	170
Engineering Associate III	150
Engineering Associate II	140
Engineering Associate I	130
Engineering Technician III	110
Engineering Technician II	100
Engineering Technician I	90
Student Trainee	40
Grading Plans Examiner	140

Construction Management

Construction Manager	170
Assistant Construction Manager	160
Supervising Public Works Inspector	160
Senior Public Works Inspector	150
Public Works Inspector III	150
Public Works Inspector II	140
Public Works Inspector I	130

Overtime, Night, Weekend, and Holiday Work..... 140% of above listed hourly rates

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Purchasing System Update – Receive Update and Consider Revisions to the City’s Purchasing Policy Limits

RECOMMENDATION

Receive update and consider adoption of Resolution No. 2023-012 designating Purchasing Policy Limits and the Local Vendor Preference Amount for the City’s Purchasing System.

BACKGROUND/DISCUSSION

The City’s Purchasing Policy (Ordinance No. 1198) defines Open Market, Informal Solicitation and Formal Solicitation purchases of supplies, materials, equipment, and services for both non-Public Works projects and Public Works projects. The City’s Purchasing Policy also defines the local vendor preference amount and is only used for comparison purposes in connection with Formal Solicitation purchases of supplies, materials, equipment and services.

Periodically, the Purchasing Policy limits need to be revised by resolution to conform to new and revised legislation and to update the purchase limits based on various economic factors. The last revision to the City’s Purchasing Policy limits was in 2019 with Resolution No. 2019-008 which updated the Public Works projects limits based upon the increased thresholds identified in the amendments of the California Uniform Public Construction Cost Accounting Act (“CUPCCAA”) (Cal. Pub. Cont. Code § 22000 et. seq.). Whereas, the Purchasing Policy limits for non-Public Works projects remain unchanged. The last update to the non-Public Works projects purchasing limit was in 2017 with Resolution No. 2017-067 which updated the Open Market limit from \$3,000 to \$5,000. Purchasing limits for Informal Solicitation and Formal Solicitation remain unchanged and have not been updated since prior to 1987.

Recently, the Purchasing Division received several requests from departments to review the Purchasing Policy limits in regards to non-Public Works projects and consider updating to allow for greater efficiency within the purchasing procedures. Staff researched this matter further and evaluated purchasing policy limits of neighboring Orange County agencies including Anaheim, Fullerton, Irvine, La Palma, Newport Beach, Placentia, Santa Ana and Yorba Linda. For reference please find attached the Comparison of Purchasing Policy Limits for the Procurement of Goods and Services for the neighboring cities that were surveyed. For non-Public Works projects, purchasing limits vary between each agency since they were tailored to the agency’s specific procurement procedures. For Open Market purchases, the purchasing limit typically ranges from \$1,000 up to \$10,000. For Informal Solicitation purchases, purchasing limits vary even more between the agencies evaluated. The purchasing limit for Informal Solicitation ranges

between \$1,001 to \$75,000.

Staff also conducted an analysis of the City's purchasing activity and volume for the past fiscal year from July 1, 2021 to June 30, 2022 and below is summary of purchase orders for non-Public Works projects:

Purchase Order Level (\$)	No of Purchase Orders	Purchase Orders As a Percent of Total
\$5,001 to \$7,000	15	9%
\$7,001 to \$25,000	90	58%
\$25,001 to \$50,000	26	17%
Over \$50,001	25	16%
TOTAL	156	100%

It is also important to consider current economic factors and their impact on an agency's purchasing limit so that it retains purchasing power over time consistent with the intention of the purchasing system. For reference, the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area was 5.8 percent as of January 2023 for a twelve-month period. Based upon this research and analysis, staff is recommending to update the Purchasing Policy limits for Open Market Solicitation, Informal Solicitation and Formal Solicitation for non-Public Works projects. All other limits are recommended to remain the same. Additionally, the local vendor preference amount will continue to be 1% of the bid amount.

The below chart summarizes the current and proposed Purchasing Policy Limits for non-Public Works projects, and if approved, would shift approximately 26 purchases from a formal bidding process to an informal bidding process. With this recommendation, the "Executed/Signed By" authority would also be increased as follows:

Non-Public Works Projects			
Purchasing Policy Limit	Current	Proposed	Executed/Signed By
Open Market	\$5,000	\$7,000	Purchasing Agent, Directors, or Directors' designee
Informal Solicitation	\$25,000	\$50,000	Purchasing Agent or Administrative Services Director
Formal Solicitation	> \$25,000	> \$50,000	Mayor or City Manager

In addition to consistency with other cities, this change would accelerate the purchasing process for parts and services that are needed eliminating delays in necessary repairs or improvements due to the timeframe required under the current policy limits.

As an example, Public Works recently purchased nine utility poles for safety netting at the

Brea Creek Golf Course as part of the Arovista Modernization Project with bids ranging between \$34,653 to \$57,510. Under the current policy, this required a formal bidding process that took four to six weeks to solicit and prepare a recommendation to the Finance Committee and City Council for final approval. Under the recommended policy limits, this purchase would require an Informal Solicitation allowing staff to obtain three written quotes from vendors and the purchase can be made administratively in a more efficient and timely manner while retaining the lowest responsive bid. In this example, the delivery time to receive these poles would be reduced and installation could take place sooner.

ALTERNATIVES

- City Council may elect to modify staff's recommended Purchasing Policy Limits for Non-Public Works Projects; or
- City Council may elect to maintain the current Purchasing Policy Limits.

COMMISSION/COMMITTEE RECOMMENDATION

Finance Committee reviewed this item at their February 28, 2023 meeting and was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no direct fiscal impact with approving the attached resolution.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Current Purchasing Ordinance No. 1198

Comparison of Purchasing Policy Limits for the Procurement of Goods and Services
Resolution

ORDINANCE NO. 1198

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA UPDATING THE CITY'S PURCHASING SYSTEM AND AMENDING THE BREA CITY CODE

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

A. RECITALS:

(i) The City's current purchasing system, codified at Chapter 3.24 of the Brea City Code, was established in 1961.

(ii) In the fifty-six years since the City's current purchasing system was established, statutes and case law governing municipal purchasing have evolved. Additionally, there have been changes in the City's internal organization and operations.

(iii) The purpose of this Ordinance is to modernize and clarify the City's purchasing system consistent with applicable law.

B. ORDINANCE:

Section 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

Section 2. Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

"CHAPTER 3.24: PURCHASING

Section

3.24.010	Adoption of Purchasing System
3.24.020	Definitions
3.24.030	Centralized Purchasing Division; Purchasing Agent
3.24.040	Exemptions from Centralized Purchasing
3.24.050	Requisitions
3.24.060	Use of Purchasing Cards, Purchase Orders, and Written Contracts
3.24.070	Open Market Purchases
3.24.080	Informal Solicitation Purchases

3.24.090	Formal Solicitation Purchases
3.24.100	Professional Service Purchases
3.24.110	Public Works Project Purchases
3.24.120	Special Circumstances
3.24.130	Bonds
3.24.140	Change Orders
3.24.150	Surplus Personal Property Disposal

§ 3.24.010 – Adoption of Purchasing System.

In order to establish efficient procedures for the purchase of supplies, materials, equipment, and services at the lowest cost commensurate with quality needed and with due consideration to disposability; to exercise positive financial control over purchases; to clearly define authority for the purchasing functions; and to buy without favor or prejudice, a purchasing system is adopted and shall control the procedure for all purchases except as otherwise provided by law.

§ 3.24.020 – Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. “Cost-Based Services”: All services other than professional services.
- B. “Department”: Any of the departments, offices, or other organization units of the city, or of any special agency whose affairs and funds are under the supervision and control of the City Council and for which the City Council is ex-officio the governing body.
- C. “Director”: The person appointed by the City Manager to lead a department.
- D. “Emergency”: A sudden, unexpected occurrence requiring immediate action to maintain public safety, or to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

E. "Local Vendor": A vendor that satisfies all of the following criteria: (i) regularly maintains a place of business and transacts business in, or regularly maintains an inventory of merchandise for sale in, the city; (ii) is current in the payment of business taxes to the city; and (iii) possesses all necessary licenses and permits from the city.

F. "Local Vendor Preference Amount": the amount by which an offer from a local vendor in a formal solicitation pursuant to § 3.24.090 shall be reduced for offer comparison purposes.

G. "Offer": A quote, bid, or proposal.

H. "Offeror": The individual or entity providing a quote, bid, or proposal.

I. "Professional Services": The services of architects, artists and designers, attorneys, auditors, computer programmers, economic analysts, engineers, environmental analysts, financial analysts, grant and specification writers, insurance brokers, property analysts, real estate agents, specialized trainers, or other individuals or entities possessing a high degree of specialized skill or expertise that, in the determination of the City Manager, do not readily fall within a cost-based competitive offer process.

J. "Public Works Project": A public project as defined by the UPCCAA.

K. "Purchase": Purchase of supplies, materials, equipment, and services shall include leases or rentals of such items as well as transactions by which the city acquires ownership or services.

L. "Purchasing Policy": The City Council resolution designating: (i) the limits for open market, informal solicitation, and formal solicitation purchases of supplies, materials, equipment, services, and public works projects; and (ii) the local vendor preference amount.

M. "Responsive and Responsible Offeror": An offeror that both: (i) has submitted an offer to furnish supplies, materials, equipment, services, or a public works project in conformity with the solicitation; and (ii) has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily provide the supplies, materials, equipment, services, or public works project specified in the solicitation (as determined from prior experience with the city, references, and other available information).

N. "Services": Any and all cost-based services and professional services.

O. "Solicitation": A request for quote, bid or proposal.

P. "Supplies", "Materials", and "Equipment": Any and all items that shall be furnished to or used by any department.

Q. "Surplus Personal Property": Any item that is obsolete, worn out, or no longer used by the acquiring department.

R. "UPCCAA": The Uniform Public Construction Cost Accounting Act (Cal. Pub. Cont. Code § 22000 et seq.).

S. "Vendor": A consultant, contractor, or provider of supplies, materials, equipment, and services.

T. "Vendors List": A current file of vendors for supplies, materials, equipment, and services.

§ 3.24.030 – Centralized Purchasing Division; Purchasing Agent.

A. Centralized Purchasing Division. There is created a centralized purchasing division within the Administrative Services Department in which is vested authority to purchase supplies, materials, equipment, and services. The City Manager, acting for and on behalf of the City Council, shall have the power to issue instructions as deemed necessary for the operation of the purchasing division.

B. Purchasing Agent. There is created the position of Purchasing Agent. The Purchasing Agent shall be appointed by the City Manager to direct and manage the city's purchasing division. The Purchasing Agent shall have the authority to purchase supplies, materials, equipment, and services in accordance with this chapter. The Purchasing Agent shall establish methods and procedures necessary for the efficient and economical functioning of the purchasing division.

§ 3.24.040 – Exemptions from Centralized Purchasing.

The Purchasing Agent may, and where legally required to do so shall, authorize a department to independently purchase particular classes of supplies, materials, equipment, or services in accordance with this chapter. Unless otherwise prohibited by law, the Purchasing Agent also may rescind such authorization to purchase independently.

§ 3.24.050 – Requisitions.

All departments shall submit requests to the Purchasing Agent by standard requisition forms for the supplies, materials, equipment, and services required for their operations subject to available City Council-adopted budget appropriations.

§ 3.24.060 – Use of Purchasing Cards, Purchase Orders, and Written Contracts.

Purchases of supplies, materials, equipment, and services shall be made by purchasing card transaction, or by a purchase order, or by both a written contract and a purchase order as specified below and within the limits specified in the purchasing policy.

§ 3.24.070 – Open Market Purchases.

A. Applicability. The Purchasing Agent, Directors, and Directors' designees may use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the open market purchase limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent, Directors, and Directors' designees shall make a reasonable effort to obtain the lowest cost commensurate with quality needed by written, electronic, or other means without the necessity of publishing notice of the solicitation or seeking competitive offers.

C. Execution. Open market purchases may be executed by a purchasing card transaction or by a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction may be executed by the Purchasing Agent, Directors, and Directors' designees. Any such purchase order may be executed by the Purchasing Agent.

§ 3.24.080 – Informal Solicitation Purchases.

A. Applicability. The Purchasing Agent may use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the informal solicitation limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent shall make a reasonable effort to obtain at least three competitive offers by written, electronic, or other means without the necessity of publishing notice of the solicitation. In the event three competitive offers are not obtained, the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division.

C. Offer Submission. Offers shall be submitted to the Purchasing Agent as specified in the solicitation.

D. Purchase Award; Offer Rejection. The Purchasing Agent shall award the purchase to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the Purchasing Agent may cancel the procurement or may reissue the solicitation.

E. Tie Offers. If two or more offers received are for the same total amount or unit price, quality and service being equal, then the Purchasing Agent may either: (i) select one based on delivery date, scope of warranty, local vendor status, or other benefit deemed to be in the city's best interests; or (ii) accept the offer made by negotiation with the tie offerors.

F. Execution. Informal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order and written contract may be executed by the Purchasing Agent or the Administrative Services Director.

§ 3.24.090 – Formal Solicitation Purchases.

A. Applicability. The Purchasing Agent shall use the procedure set forth in this section for purchases of supplies, materials, equipment, and cost-based services of a value within the formal solicitation limit specified in the purchasing policy.

B. Solicitation. The Purchasing Agent shall publish notice of the solicitation. Such notice shall include a general description of the supplies, materials, equipment, or services to be purchased; shall state where the solicitation documents may be obtained; and shall state the time and place for opening of offers. The Purchasing Agent shall also solicit offers from vendors whose names are on the vendors list for the category of purchase being solicited.

C. Offer Submission. At the discretion of the Purchasing Agent, sealed written offers may be received in paper copy or by secured electronic means, as specified in the solicitation.

D. Offer Opening. The Purchasing Agent shall publicly open offers at the time and place stated in the solicitation. If an offer is submitted by a local vendor, the

Purchasing Agent shall, for the purpose of offer comparison only, reduce the amount of such offer by the local vendor preference amount. Offer results shall be posted publicly or otherwise made available for public inspection.

E. Purchase Award; Offer Rejection. The City Council shall award the purchase to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the City Council may cancel the procurement or may order reissuance of the solicitation.

F. Tie Offers. If two or more low offers received are for the same total amount or unit price, quality and service being equal, then the City Council may either: (i) select one based on delivery date, scope of warranty, local vendor status, or other benefit deemed to be in the city's best interests; or (ii) accept the lowest offer made by negotiation with the tie offerors.

G. Execution. Formal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order may be executed by the Administrative Services Director. Any such written contract may be executed by the Mayor or the City Manager.

§ 3.24.100 – Professional Service Purchases.

A. Open Market Solicitation. The Purchasing Agent, Directors, and Directors' designees may use the procedure set forth in this paragraph for purchases of professional services of a value within the open market purchase limit specified in the purchasing policy.

1. The Purchasing Agent, Directors, and Directors' designees shall make a reasonable effort to obtain offers by written, electronic, or other means without the necessity of publishing notice of the solicitation or seeking competitive offers.

2. Open market purchases may be executed by a purchasing card transaction or by a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction may be executed by the Purchasing Agent, Directors, and Directors' designees. Any such purchase order may be executed by the Purchasing Agent.

B. Informal Solicitation. The Purchasing Agent may use the procedure set forth in this paragraph for purchases of professional services of a value within the informal solicitation limit specified in the purchasing policy.

1. The Purchasing Agent shall make a reasonable effort to obtain at least three competitive offers by written, electronic, or other means without the necessity of publishing notice of the solicitation. In the event three competitive offers are not obtained, the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division.

2. The Purchasing Agent shall either: (i) award the purchase to a responsive and responsible offeror on the basis of demonstrated competence, professional qualifications, and a fair and reasonable price for the city; or (ii) reject all offers. If all offers are rejected, then the Purchasing Agent may cancel the procurement or may reissue the solicitation.

3. Informal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order and written contract may be executed by the Purchasing Agent or the Administrative Services Director.

C. Formal Solicitation. The Purchasing Agent shall use the procedure set forth in this paragraph for purchases of professional services of a value within the formal solicitation limit specified in the purchasing policy.

1. The Purchasing Agent shall publish a notice of the solicitation.
2. The City Council shall either: (i) award the purchase to a responsive and responsible offeror on the basis of demonstrated competence, professional qualifications, and a fair and reasonable price for the city; or (ii) reject all offers. If all offers are rejected, then the City Council may cancel the procurement or may order reissuance of the solicitation.
3. Formal solicitation purchases may be executed by a purchase order or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchase order may be executed by the Administrative Services Director. Any such written contract may be executed by the Mayor or the City Manager.

§ 3.24.110 – Public Works Project Purchases.

A. Open Market Purchases. The Public Works Director may execute written contracts for public works projects of a value within the open market purchase limit specified in the purchasing policy. Such purchases may be made without competitive bidding.

B. Informal Solicitation Purchases. The Public Works Director may use the procedure set forth in this paragraph for public works project contract awards within the informal solicitation limit specified in the purchasing policy.

1. The city shall maintain a list of all qualified contractors, identified according to categories of work. The criteria for development and maintenance of the contractors list shall be as determined by the California Uniform Construction Cost Accounting Commission.

2. Not less than ten (10) calendar days before offers will be due, the Public Works Director shall issue an offer invitation notice to all qualified contractors on

the list for the category of work being solicited or to all trade journals specified pursuant to Cal. Pub. Cont. Code § 22036, or both, unless the product or service is proprietary. The notice shall describe the project in general terms and how to obtain more detailed information about the project, and shall state the time and place for submission of offers.

3. All received offers that are timely shall be evaluated by the Public Works Department.

4. The Public Works Director shall award the contract to the lowest responsive and responsible offeror or shall reject all offers. If all offers are rejected, then the Public Works Director may cancel the procurement or may reissue the solicitation.

5. If all offers received are in excess of the public works project informal solicitation limit specified in the purchasing policy, then, by adoption of a resolution by four-fifths vote, and upon determining that the city's cost estimate was reasonable, the City Council may award the contract to the lowest responsive and responsible offeror in an amount up to the limit specified in the purchasing policy for such circumstances.

C. Formal Purchases. The Public Works Director shall use the formal solicitation procedure set forth in the UPCCAA for public works project contract awards within the formal solicitation limit specified in the purchasing policy.

D. Execution. Public works project purchases shall be executed by both a written contract and a purchase order. Any such purchase order may be executed by the Purchasing Agent or the Administrative Services Director as applicable. Written contracts for an open market purchase, and for an informal solicitation purchase within the informal solicitation limit specified in the purchasing policy, may be executed by the Public Works Director. All other written contracts may be executed by the Mayor or City Manager.

E. Administration. Public works project contract administration will be the responsibility of the Public Works Department.

§ 3.24.120 – Special Circumstances.

A. Special Government Payments. This chapter does not apply to payments made for Department of Justice background checks, U.S. Postal Service postage, or permit fees imposed by other government agencies.

B. Legal Notices. This chapter does not apply to contracts for printing of legal notices in a newspaper of general circulation. The City Council shall annually award such contracts in accordance with Cal. Pub. Cont. Code § 20169 based on price, circulation, and any other matters deemed to affect the value to the public.

C. Emergency Procurements.

1. Public Works Projects. When repairs or replacements are necessary in an emergency, the City Council, by a four-fifths vote, may proceed at once to repair or replace any public facility without adopting plans, specifications, or working details, or publishing a notice of the solicitation, and without otherwise complying with the requirements of this chapter. Prior to taking such action, the City Council shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a solicitation for competitive offers, and that the action is necessary to respond to the emergency. The work may be done by day labor, by contract, or by a combination of the two. If a notice of the solicitation is not published, the city shall comply with Cal. Pub. Cont. Code § 22050. The City Manager is delegated the authority to declare the emergency in such circumstances when it is not feasible for the City Council to meet to do so, and to take such actions as the City Manager deems necessary, consistent with the provisions of this paragraph. The City Manager's actions shall be subject to prompt review by the City Council as to the need to continue the emergency action, in accordance with the provisions of § 22050.

2. Supplies, Materials, Equipment and Services. In the event of an emergency giving rise to the need to procure supplies, materials, equipment or services without complying with this chapter, the City Council may dispense with bidding or other requirements of this chapter, and may expend any sum to make the procurement required due to the emergency. The City Manager is delegated the authority to declare the emergency in such circumstances when it is not feasible for the City Council to meet to do so, and to take such actions as the City Manager deems necessary, consistent with the provisions of this paragraph. The City Manager's actions shall be subject to prompt review by the City Council as to the need to continue the emergency action.

D. Developer-Funded Professional Services. This chapter does not apply to purchases of professional services that both: (i) relate to a private development project under review by the city; and (ii) are solely funded by the project applicant or an affiliate of the project applicant. Such purchases may be executed by a purchasing card transaction, or by a purchase order, or by both a written contract and a purchase order as deemed appropriate by the Purchasing Agent. Any such purchasing card transaction, purchase order, or written contract may be executed by the Purchasing Agent or the Administrative Services Director.

E. Public Interest Exemption. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services when the Purchasing Agent, with the approval of the City Manager, determines that the best interests of the city would be served thereby and the amount of the contract does not exceed twice the formal solicitation limit specified in the purchasing policy. This exemption may not be used for public works projects. Whenever the City Manager approves the use of this exemption, the City Manager may require that the Purchasing Agent solicit informal offers under such conditions and limitations as the City Manager may impose. If the value

of a procurement made using this exemption is within the open market limit specified by the purchasing policy, then the purchase may be executed by purchasing card or purchase order as deemed appropriate by the Purchasing Agent. If the value of a procurement made using this exemption is within the informal solicitation limit specified by the purchasing policy, then a purchase order and written contract shall be executed by the Purchasing Agent. For all other procurements made using this exemption, a written contract shall be executed by the City Manager and a purchase order shall be executed by the Purchasing Agent or Administrative Services Director.

F. Sole Source Procurements. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services that are available from only one (1) source. The Purchasing Agent may negotiate with such source to the end that the city receives the desired supplies, materials, equipment, or service on fair terms. Such procurements shall be executed in accordance with paragraph J below.

G. Piggyback or Cooperative Purchase Procurements. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services available through: (i) a valid contract executed by another public agency; or (ii) a cooperative purchasing program in which the city's participation is authorized by law and is deemed to be in the city's best interests in the determination of the Purchasing Agent. Such procurements shall be executed in accordance with paragraph J below.

H. Uniformity Exemption. The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services that are required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, and

the like or to maintain current warranties or contractual obligations deemed to be in the city's best interests in the determination of the Purchasing Agent. Such procurements shall be executed in accordance with paragraph J below.

I. Best Value Purchases. If the Purchasing Agent determines that it is not in the city's best interests to obtain a particular cost-based service using the competitive offer process of §§ 3.24.080 and 3.24.090, then the Purchasing Agent may procure such service on a best value basis. For such procurements, the Purchasing Agent shall determine the vendor that offers the best overall value to the city based on qualifications, experience, past performance, and price. Such procurements shall be executed in accordance with paragraph J below.

J. Execution. If the value of a procurement made under paragraphs F through I above is within the open market limit specified by the purchasing policy, then the purchase may be executed by purchasing card or purchase order as deemed appropriate by the Purchasing Agent. If the value of a procurement made under paragraphs F through I above is within the informal solicitation limit specified by the purchasing policy, then a purchase order or both a purchase order and written contract shall be executed by the Purchasing Agent. If the value of a procurement made under paragraphs F through I above is within the formal solicitation limit specified by the purchasing policy, then the purchase shall be subject to City Council approval, a written contract shall be executed by the Mayor or the City Manager, and a purchase order shall be executed by Administrative Services Director.

§ 3.24.130 – Bonds.

A. Authority. The Public Works Director or the Purchasing Agent shall have authority to require a bid, performance, payment, or other bond as deemed necessary to

protect the best interest of the city. The form and the amount of any required bond shall be described in the solicitation.

B. Return or Forfeiture of Bid Bond. Offerors shall be entitled to return of bid security; provided that a successful offeror shall forfeit its bid bond upon refusal or failure to execute the contract within ten (10) days after the notice of award has been issued. If the purchase is awarded to another offeror, then the amount of the lowest offeror's bid bond shall be applied by the city to the contract price differential between the lowest offer and the awarded offer, and any surplus shall be returned to the lowest offeror. If all offers are rejected and the solicitation is reissued, then the amount of the lowest offeror's bid bond may be used to offset the cost of receiving new offers, and any surplus shall be returned to the lowest offeror.

§ 3.24.140 – Change Orders.

For any City Council-approved purchase, the Administrative Services Director may execute change orders that cumulatively do not exceed the contingency limit specified by the City Council. If no contingency limit has been specified, then the Purchasing Agent and the Administrative Services Director may execute change orders that cumulatively do not exceed five percent (5%) of the original purchase amount or five thousand dollars (\$5,000), whichever is less.

§ 3.24.150 – Surplus Personal Property Disposal.

A. Reports. All departments shall submit to the Purchasing Agent, at such times and in such form as the Purchasing Agent shall prescribe, reports showing stocks of surplus personal property.

B. Interdepartmental Transfers. The Purchasing Agent may transfer any usable surplus personal property to another department in lieu of filling requisitions for the purchase of new and additional stocks of the same or similar articles.

C. Estimate of Value. The Purchasing Agent shall make an estimate of the value of all surplus personal property that is not usable by any department.

D. Exchange, Trade-in, or Sale. The Purchasing Agent may exchange, trade-in, or sell any surplus personal property that is not usable by any department.

1. For items with an estimated value within the open market limit specified in the purchasing policy, the Purchasing Agent shall make a reasonable effort to obtain a fair price by written, electronic, or other means without the necessity of publishing notice of the sale or seeking competitive offers.

2. For items with an estimated value within the informal solicitation limit specified in the purchasing policy, the Purchasing Agent shall make a reasonable effort to obtain at least three (3) competitive offers by written, electronic, or other means without the necessity of publishing notice of the sale.

3. For items with an estimated value within the formal limit specified in the purchasing policy, the Purchasing Agent shall publish notice of the sale. Such notice shall include a general description of the supplies, materials, or equipment to be sold; shall state where the solicitation documents may be secured; and shall state the time and place for opening of offers.

4. The Purchasing Agent shall also solicit offers from responsible vendors whose names are on the vendor list or by means of a contracted professional auction services.

E. Employee Offers. Employee offers will be considered on all publicly advertised sales; however, no employee whose job responsibility includes the administration of such surplus personal property sales shall be permitted to bid on or purchase such items.

F. Scrapping, Donation, and Destruction. If the Purchasing Agent is unable to exchange, trade-in, or sell surplus personal property, then the Purchasing Agent shall document the reasons therefore in the files of the Purchasing Division and may dispose of such articles through scrap sale, donation to another public agency, destruction, or any other disposition thereof.

G. Retired Police Dogs. The Purchasing Agent, upon approval of the City Manager and Police Chief, may sell a retired police dog to its handler or another member of the police department without need for competitive bidding.


H. Payments. Payments shall be made in full prior to transfer of the property to the winning bidder. Deposits shall be made into the general fund unless otherwise restricted by law."

SECTION 1. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

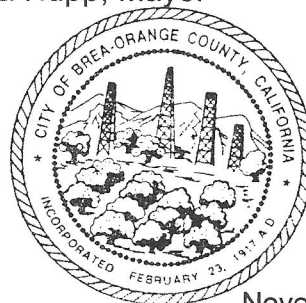
SECTION 2. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 21st day of November, 2017.

ATTEST:


Lillian Harris-City Clerk


Cecilia Hupp, Mayor



November 21, 2017
ORD. 1198

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 7th day of November, 2017, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 21st day of November, 2017, by the following vote:

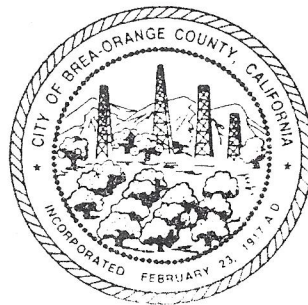
AYES: COUNCIL MEMBERS: Hupp, Parker, Simonoff, Vargas

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Marick

ABSTAIN: COUNCIL MEMBERS: None

DATED: November 21, 2017




Lillian Harris-Neal, City Clerk

RECEIVED

DEC 07 2017

OFFICE OF THE
CITY CLERK

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)
) ss.
County of Orange)

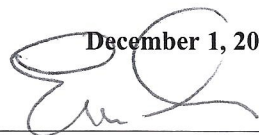
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the **Star- Progress**, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on June 15, 2001, Case No. A-55572 in and for the County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

December 1, 2017

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

December 1, 2017



Signature

Star- Progress
2190 Towne Centre Place
Anaheim, Ca 92806
(714) 796-2209

PROOF OF PUBLICATION

NOTICE OF ADOPTION OF ORDINANCE NO. 1198 OF THE CITY COUNCIL OF THE CITY OF BREA UPDATING THE CITY'S PURCHASING SYSTEM AND AMENDING THE BREA CITY CODE

PLEASE TAKE NOTICE that on November 21, 2017, at 7:00 p.m., in the Council Chambers, Level 1, Brea Civic Cultural Center, 1 Civic Center Circle, Brea, California, the City Council of the City of Brea adopted its Ordinance No. 1198 entitled "An Ordinance of the City Council of the City of Brea Updating the City's Purchasing System and Amending the Brea City Code.

A summary of this Ordinance follows:

The City's current purchasing system, codified at Chapter 3.24 of the Brea City Code, was established in 1961.

In the fifty-six years since the City's current purchasing system was established, statutes and case law governing municipal purchasing have evolved. Additionally, there have been changes in the City's internal organization and operations.

The purpose of this Ordinance is to modernize and clarify the City's purchasing system consistent with applicable law.

Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code will include amendments to the following sections:

"CHAPTER 3.24: PURCHASING

Section

- 3.24.010 Adoption of Purchasing System
- 3.24.020 Definitions
- 3.24.030 Centralized Purchasing Division; Purchasing Agent
- 3.24.040 Exemptions from Centralized Purchasing
- 3.24.050 Requisitions
- 3.24.060 Use of Purchasing Cards, Purchase Orders, and Written Contracts
- 3.24.070 Open Market Purchases
- 3.24.080 Informal Solicitation Purchases
- 3.24.090 Formal Solicitation Purchases
- 3.24.100 Professional Service Purchases
- 3.24.110 Public Works Project Purchases
- 3.24.120 Special Circumstances
- 3.24.130 Bonds
- 3.24.140 Change Orders
- 3.24.150 Surplus Personal Property Disposal

Those voting for or against the Ordinance are as follows:

AYES: COUNCILMEMBERS: HUPP, PARKER,
SIMONOFF, VARGAS
NOES: COUNCILMEMBERS: NONE
ABSENT: COUNCILMEMBERS: MARICK
ABSTAINED: COUNCILMEMBERS: NONE

A certified copy of the entirety of the text of Ordinance No. 1198 is available in the office of the City Clerk, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California and is available for public inspection at that location.

Dated: November 22, 2017

Lillian Harris-Neal, City Clerk

Published in : Brea Star Progress December 1, 2017 11044400

Comparison of Purchasing Policy Limits for the Procurement of Goods and Services

Excludes Non-Public Work Projects Limits

City	Tier I	Tier II	Tier III	Tier IV
Brea, City of <i>Updated 2019</i>	up to \$5,000 <i>Open Market Purchasing Agent, Director or designee Award</i>	\$5,001 to \$25,000 <i>Informal bidding Purchasing Agent or AS Director Award</i>		over \$25,000 <i>Formal bidding City Council Award City Manager or Mayor Execute</i>
Anaheim, City of <i>Updated 2021</i>	up to \$10,000 <i>Open Market Award per Purchasing Procedure</i>	\$10,001 to \$50,000 <i>Informal bidding competitive bid (if possible) Purchasing Agent Award</i>	\$50,001 to \$100,000 <i>Formal bidding Purchasing Agent Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
Fullerton, City of <i>Updated 2019</i>	up to \$5,000 <i>Open Market Director or designee Award</i>	\$5,001 to \$50,000 <i>Informal bidding Director or designee Award</i>	\$50,001 to \$100,000 <i>Formal bidding City Manager Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
Irvine, City of <i>Updated 2019</i>	up to \$10,000 <i>Open Market Director Award</i>	\$10,001 to \$45,000 <i>Informal bidding Director Award up to \$30,000 City Manager Award up to \$100,000</i>	\$45,001 to \$100,000 <i>Formal bidding City Manager Award</i>	over \$100,000 <i>Formal bidding City Council Award</i>
La Palma, City of <i>Updated 2019</i>	up to \$1,000 <i>Open Market Director Award</i>	\$1,001 to \$25,000 <i>Informal bidding \$1,001 to \$5,000 Director Award \$5,001 to 25,000 City Manager Approval</i>		over \$25,000 <i>Formal bidding City Council Award</i>
Newport Beach, City of <i>Updated 2017</i>	up to \$3,000 <i>Open Market Mid-Manager Award</i>	\$3,001 to \$75,000 <i>Below \$25,000 informal bidding \$25,000 to \$75,000 formal bidding Director Award</i>	\$75,001 to \$120,000 <i>Formal bidding City Manager Award</i>	over \$120,000 <i>Formal bidding City Council Award</i>
Placentia, City of <i>Updated 2021</i>	up to \$2,500 <i>Over the Counter Purchasing Agent or Department designee Award</i>	\$2,501 to \$5,000 <i>Informal bidding Purchasing Agent Award</i>	\$5,001 to \$40,000 <i>Below \$25,000 Informal bidding \$25,000 to \$40,000 formal bidding City Administrator Award</i>	over \$40,000 <i>Formal bidding City Council Award</i>
Santa Ana, City of <i>Updated 2018</i>	up to \$5,000 <i>Open Market \$2,500 PO required Director Award</i>	\$5,001 to \$25,000 <i>Informal bidding Purchasing Manager Award</i>		over \$25,000 <i>Formal bidding City Council Award</i>
Yorba Linda, City of <i>Updated 2021</i>	up to \$2,500 <i>Open Market Mid-Manager Award</i>	\$2,501 to \$25,000 <i>Informal bidding competitive bid (if possible) Director Award</i>	\$25,001 to \$75,000 <i>Informal bidding City Manager Award</i>	over \$75,000 <i>Formal bidding City Council Award</i>
Average Policy Limit	up to \$4,900 <i>Open Market Manager or Department Award</i>	\$4901 to \$32,800 <i>Informal bidding Award varies</i>	\$32,801 to \$89,200 <i>Informal/formal bidding City Manager or Purchasing Agent Award</i>	over \$67,800 <i>Formal bidding City Council Award</i>

RESOLUTION NO. 2023-012

A RESOLUTION OF THE BREA CITY COUNCIL DESIGNATING PURCHASING POLICY LIMITS AND THE LOCAL VENDOR PREFERENCE AMOUNT FOR THE CIY'S PURCHASING SYSTEM

A. RECITALS:

(i) Chapter 3.24 (Purchasing) of Title 3 (Revenue and Finance) of Part I (Municipal Code) of the Brea City Code sets forth the City's purchasing system. Section 3.24.020 of Chapter 3.24 defines "Purchasing Policy" as the City Council resolution designating: (a) the limits for open market, informal solicitation, and formal solicitation purchases of supplies, materials, equipment, services, and public works projects; and (b) the local vendor preference amount.

(ii) This Resolution constitute the Purchasing Policy described in Section 3.24.020.

(iii) It is the intent of the City Council in adopting this Resolution to update existing purchasing limits to improve the efficiency of the City's purchasing system and, with respect to public works projects, to keep such system consistent with amendments to the Uniform Public Construction Cost Accounting Act ("UPCCAA") (Cal. Pub. Cont. Code § 22000 et. seq.).

(iv) all legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION:

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

RESO NO. 2023-012
March 7, 2023

1. The facts as set forth in the Recitals are true and correct.
2. City Council Resolution No. 2019-008 is hereby repealed.
3. The following purchasing policy limits are established for the City's purchasing system:

a. Supplies, Equipment, Materials and Services:

- i. Open Market Purchases: purchases up to \$7,000 or, if applicable, up to the micro-purchase threshold set by federal regulation
- ii. Informal Solicitation Purchases: purchases over \$7,000 (or, if applicable, the micro-purchase threshold set by federal regulation) and up to \$50,000
- iii. Formal Solicitation Purchases: purchases over \$50,000

b. Public Work Projects (governed by UPCCAA):

- i. Open Market Purchases: purchases up to \$60,000
- ii. Informal Solicitation Purchases: purchases over \$60,000 and up to \$200,000
- iii. Formal Solicitation Purchases: purchases over \$200,000
- iv. If all offers received for an informal solicitation public works project purchase are in excess of \$200,000, then, by adoption of a resolution by four-fifths vote, and upon determining that the City's cost estimate was reasonable, the City Council may award the contract to the lowest responsive and responsible

RESO NO. 2023-012
March 7, 2023

offeror at \$212,500 or less.

4. If an offer for a purchase made pursuant to Brea City Code Section 3.24.090 is submitted by a local vendor, then the Purchasing Agent shall, for the purpose of offer comparison only, reduce the amount of such offer by 1%.

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

APPROVED AND ADOPTED this 7th day of March, 2023.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2023-012
March 7, 2023

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 7th day of March, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2023-012
March 7, 2023

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Professional Services Agreement with Westberg White Architecture for Brea Senior Center Feasibility Study

RECOMMENDATION

Approve the Professional Services Agreement in an amount not-to-exceed \$75,000.

BACKGROUND/DISCUSSION

The City of Brea applies annually to the County of Orange for Federal Community Development Block Grant (CDBG) funding in order to allocate Public Facilities & Improvements (PF&I) dollars to certain eligible City facilities. For the Fiscal Year 2022-23 funding cycle, the City Council approved a CDBG application for \$75,000 requesting funding for a Senior Center Feasibility Study. This will assess the facility's needed improvements or upgrades for the next several years, as well as explore opportunities to expand current programs and services within the existing campus footprint. With the anticipated growth in Brea's senior population, as well as the changing needs and desires of this demographic over time, staff's intent is to explore strategic opportunities to prepare for the future.

In November 2022, staff issued a Request for Proposals (RFP) for professional consulting services to lead the Feasibility Study. In December 2022, staff received three proposals outlined below:

Consulting Firm	Amount
Gibbous Consulting (Boston, MA)	\$75,000
IDS Group (Irvine, CA)	\$70,602
Westberg White Architecture (Tustin, CA)	\$72,000

The evaluation criteria outlined in the RFP included:

- Qualifications of the Firm
- Proposed Team and Organization
- Detailed Work Plan
- Fee Proposal

After holding interviews with the two lowest bidders, it was determined that the experience and proposed work plan demonstrated by Westberg White Architecture would best suit the needs of

this project. Staff is recommending a Professional Services Agreement with Westberg White Architecture in the amount of \$72,000, with a contingency of \$3,000 for a total, not-to-exceed amount of \$75,000. Staff anticipates the study kicking off in mid-March with final conclusions presented back to the City Council in early fall of 2023.

COMMISSION/COMMITTEE RECOMMENDATION

At their February 28, 2023, meeting the Finance Committee approved this item to proceed to the March 7, 2023 City Council consent calendar.

FISCAL IMPACT/SUMMARY

The CDBG funding received for this year is \$75,000. The proposed lump-sum fee proposed by Westberg White Architecture falls under this amount, and staff is also requesting the additional \$3,000 be used as potential contingency should any additional expenses arise. There is no General Fund impact, and there is no match requirement for the grant.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jenn Colacion, Senior Management Analyst
Concurrence: Chris Emeterio, Assistant City Manager and Carrie Hernandez, Deputy Director of Community Services

Attachments

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and **Westberg White Architects.** (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore requested the CONSULTANT to provide **Feasibility Study Services** (Services hereafter).

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

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

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

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

B. Agreement

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

(a) **Project:** Provision of **Feasibility Study Services** described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any

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

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

(c) Term: This agreement shall commence on the effective date and the term shall be two (2) years and contingent upon satisfactory performance by CONTRACTOR.

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified in Schedule 1 of Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time

limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

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

3. CITY agrees as follows:

(a) To pay CONSULTANT a not-to-exceed sum of Seventy-Two thousand dollars. (\$72,000) for the performance of the services required hereunder, plus a contingency of Three Thousand Dollars (\$3,000). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibit "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

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

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

4. CITY agrees to provide to CONSULTANT:

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

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

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

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

5. Ownership of Written Product:

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

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

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

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

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

CITY REPRESENTATIVE

Chris Emeterio
Assistant City Manager
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Bradley Mansfield
Principal
7700 Irvine Center Drive, Suite 100
Irvine, CA 92618

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

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

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees.

CONSULTANT, by executing this Agreement, certifies as follows:

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

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

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

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

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) Otherwise be in form satisfactory to CITY.

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

9. Indemnity for Design Professional Services.

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

subcontractors, or agents in the performance of its design professional services under this Agreement.

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

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

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required

hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of Zero Dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required

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


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

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

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

document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

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

CONSULTANT

(two signatures required if corporation)

CITY

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

City of Brea**COUNCIL COMMUNICATION**

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Approval of the Part-Time Employment and Benefits Policy

RECOMMENDATION

Adopt Resolution No. 2023-013, approving the Part-Time Employment and Benefits Policy.

BACKGROUND/DISCUSSION

Periodically, the City Council updates the Part-Time Employment and Benefits Policy to reflect changes in salaries and benefits affecting our part-time employees. At times, updates are implemented based on changes required by law, such as minimum wage. The last market survey for our part-time classifications was conducted in 2006. The market study for this year was needed based on the minimum wage increases over the past several years to see where we fell within the market and the compaction it caused.

A recent part-time classification salary survey was conducted by Sloan Sokai in January 2023, which reviewed nine comparable cities that are used for all positions in the organization. There were several part-time positions that fell below median and the new proposed increase will bring them to median and address the compaction between several classifications within the same job family.

Position	Current Top Step	Proposed Top Step
Community Services Leader	\$18.88	\$19.82
Senior Community Services Leader	\$19.83	\$21.81
Community Services Coordinator	\$20.83	\$24.57
Lifeguard/Instructor	\$18.88	\$20.31
Senior Lifeguard/Instructor	\$19.83	\$22.46
Shuttle Driver	\$22.77	\$27.60
Facilities Worker	\$19.83	\$21.81
Police Cadet	\$17.98	\$20.34

Positions not included in the above list are: Administrative Intern, Community Services Worker, Mail Room Stores Clerk and Technical Intern, which are all tied to minimum wage, and therefore, would remain at \$15.50 per hour effective January 1, 2023.

Also included are updates to the Part-Time Employment and Benefits Policy that include language clean up. There are no substantial changes associated with these updates.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their February 28, 2023, meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

The Part-Time Employment and Benefits Policy market survey increases include a total of 70 employees in part-time classifications. The estimated fiscal impact of these increases is \$128,024 which will be included in the budget for FY 2023-25.

Summary

This action approves amending the City's Part-Time Employment and Benefits Policy.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Sean L. Matlock, Deputy Director of Community Services
Concurrence: Chris Emeterio, Assistant City Manager and
Kristin Griffith, Director of Administrative Services

Attachments

Resolution
PT Employment and Benefit Policy

RESOLUTION NO. 2023-013

**A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA
AMENDING THE PART-TIME EMPLOYMENT AND BENEFITS
POLICY**

A. RECITALS:

(i) Section 2.08.020(C)(D) of the Brea Municipal Code requires the City Council to provide a Compensation Plan for all City classifications of employment.

(ii) It is necessary from time to time to review and adjust the Compensation Plan to ensure the efficient and economical operation of the various City Departments.

(iii) It is the intent of the City Council to revise the existing compensation plan pertaining to part-time classifications.

B. RESOLUTION

NOW, THEREFORE, be it found, determined, and resolved by the City Council of the City of Brea to:

1. Amend the Part-time Employment and Benefits Policy to make salary adjustments to selected part-time classification compensation and update some non-substantive language to reflect current policy.

APPROVED AND ADOPTED this 7th day of March, 2023.

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 City Council of the City of Brea, held on the 7th day of March, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2023-013
March 7, 2023



**PART-TIME
EMPLOYMENT AND BENEFITS POLICY
Amended March 7, 2023**

Resolution No. 2023-

Section 1— DEFINITIONS

- A. Part-time regular employment is defined as generally working less than forty (40) hours per week during a fiscal year, on a year-round, regular pre-arranged schedule.
- B. Part-time intermittent employment is defined as generally working less than forty (40) hours per week, during a fiscal year, on a seasonal or temporary basis.
- C. Part-time employment refers to both regular and intermittent part-time status whether assigned to full-time equivalent or part-time classifications.
- D. Interim appointment refers to a temporary appointment of up to six (6) months for a part-time position, of a person possessing the minimum qualifications last established for a particular classification other than eligibility by examination and who has been appointed to a position in that classification in the absence of available eligibles.
- E. Provisional appointment refers to the temporary appointment of up to six (6) months for a full-time position, of a person possessing the minimum qualifications last established for a particular classification other than eligibility by examination and who has been appointed to a position in that classification in the absence of available eligibles.

Section 2—SALARY AND COMPENSATION

- A. Salary Plan—Human Resources will survey part-time classifications as need and make recommendations for appropriate salary adjustments to the City Manager. Also, the part-time classification specifications (job descriptions) will be reviewed and updated as necessary by Human Resources. Part-time wage rates and benefits are established by the City Council based on the recommendation of the City Manager.
- B. The City shall implement pay based on a compensation survey of ten (10) cities and apply appropriate market rate adjustments to the hourly rate of each employee in eligible classifications. The hourly rate of classifications that are below the median of the market shall be increased effective April 1, 2023, except for those classifications tied to the state minimum wage requirements. Salaries commencing on April 1, 2023, are listed in Exhibit “A” and attached hereto and made a part thereof.

- C. Minimum Wage Increase— All classifications subject to minimum wage shall be adjusted pursuant to all state-mandated minimum wage increases. Any classification in a series, shall be adjusted to maintain a minimum of five percent (5%) between the classifications due to compaction issues caused by its subordinate receiving a minimum wage increase.
- D. Work Period/Overtime—Part-time employees shall be paid on a straight-time basis for the actual number of hours worked except that, non-exempt part-time employees shall receive overtime compensation in accordance with the Fair Labor Standards Act. An employee's work period for the calculation of overtime pay shall be a seven (7) day period. An employee shall be paid at the rate of one-and-one half (1½) times the employee's hourly rate for all hours worked in excess of forty (40) in the seven (7) day work period. These hours shall be referred to as "overtime" hours. Employees working an alternate (i.e., 9/80 or 4/10) work schedule shall be paid at the rate of one-and-one half (1½) times the employee's hourly rate for all hours worked in excess of forty (40) in the designated alternate work period.
- E. Salary on Appointment
1. Part-time employees on the part-time classification salary schedule shall be initially appointed no higher than Step three (3) of the seven (7) step range. If recruitment difficulties are encountered, or qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, appointment at a higher rate in the salary range may be authorized by the City Manager or designee.
 2. Part-time employees on a full-time classification salary range shall be initially appointed no higher than Step five (5) on the salary range. If recruitment difficulties are encountered, or qualifications of a candidate for employment indicate that a higher hiring rate would be in the City's best interests, appointment at a higher rate in the salary range may be authorized by the City Manager or designee.
- F. Salary Upon Appointment to a Full-Time Position—Part-time employees appointed to full-time positions in the same job classification shall be compensated at the same salary step as they are receiving in the part-time position. In the event the full-time appointment is made within ninety (90) calendar days preceding the employee's next merit review date, placement on the higher salary range may, with the approval of the City Manager, be two and one-half percent (2½%), five percent (5%), or seven and one-half percent (7½%) above the salary currently earned, and must be justified by a performance evaluation.
- G. Merit Salary Advancement— Employees who have not reached the top step of the assigned salary range for their classification shall be eligible for a merit increase as delineated below.

1. Part-time employees shall be eligible for a merit increase only after completion of either: a) a minimum of one (1) years' service; or b) if on an intermittent basis, the lapse of one (1) year since the original appointment and/or previous performance review date. (Also see Section 2, F.2.) The review date will automatically be adjusted forward by Human Resources to reflect periods of leave of absence without pay.

The effective date of a part-time employee's annual merit increase shall be the employee's anniversary date.

2. Part-time employees are subject to the City's Human Resources Rules and Regulations as they apply to merit increases. However, for exceptional performance, out-of-phase merit increases may be granted as recommended by the Department Director and approved by the City Manager or designee. Instances of out-of-phase increases will be infrequent and shall be limited to classes listed on the part-time classification salary schedule.

H. Bilingual Pay—Regular part-time employees required to speak, read and/or write in Spanish or a language other than English as part of the regular duties of their positions will be compensated at the rate of fifty-eight cents (\$0.58) per hour in addition to their rate of regular pay.

1. Human Resources shall administer the taking of competency tests to certify the employee's proficiency in speaking, reading, or writing Spanish or another approved language. Certification of competency shall be a precedent to qualifying for bilingual pay.
2. There shall be a limit of twelve (12) part-time regular employees who may receive bilingual pay at any one time.
3. All regular part-time employees receiving bilingual pay must be recertified immediately prior to each bilingual anniversary date to continue to be eligible for the additional pay. If the employee fails to reapply or to become recertified prior to the employee's anniversary date, the bilingual pay will cease at the beginning of the payroll period immediately following the employee's anniversary date. The employee is responsible for initiating the request for eligibility or recertification.
4. An employee unable to demonstrate proficiency in an initial or recertification bilingual test may request a second test at their own expense to be administered not more than 30 days from the initial failed test. If the employee does not pass on the second attempt they will not be eligible to test again for one (1) year after the initial failed attempt. However, if in the meanwhile the City determines there are a sufficient number of qualified bilingual employees when the one (1) year has passed and has no immediate need for additional bilingual employees, the employee will have their name placed on a waiting list.

5. After two (2) consecutive years of successful recertification, the part-time regular employee shall only be required to participate in the recertification process every four (4) years.

I. Uniform Allowances for Part-Time Regular Employees

For part-time regular employees in the following full-time classifications, the City shall provide an annual lump-sum uniform allowance equivalent to one-half of the allowance provided to full-time employees in the same job classifications, as provided in the respective MOUs:

- Police Records Clerk
- Police Records Technician
- Police Property/Evidence Technician
- Admin Clerk I/II (only when assigned to Police Department uniformed positions)
- Parking Control Officer
- Jailer
- Public Safety Dispatcher I/II (except full-time employees assigned as intermittent Dispatcher)

Uniform allowance shall be paid to the employee on a regular pay day in July each year. Newly appointed part-time regular employees in the classifications listed above shall receive an initial uniform allowance of \$350, unless newly hired between January and June of any year. If the employee is hired between January and June, the \$350 will be prorated by the percentage of months remaining until July (i.e., 1/6th of the amount per month). Thereafter, the employee shall receive the annual allowance as described above. Police Cadets shall receive a voucher in the amount of \$250 for the provision of uniforms.

J. Court On-Call Pay for Part-time Regular Employees

For part-time regular employees in the full-time equivalent Jailer classification, the City shall compensate the subpoenaed employee at his/her regular straight-time hourly rate for one (1) hour or the actual number of hours the employee appears in court, whichever is greater.

K. Work Shoe Reimbursement—For employees in the following part-time regular classifications, the City shall provide an annual lump-sum work shoe allowance to field maintenance services employees for the cost of safety/work shoe/boots in an allowance equivalent to one-half, \$125, of the allowance provided to full-time employees (currently \$250) in the same job classifications, as provided in the respective MOUs:

- Maintenance Services Worker I/II
- Water Distribution Operator I/II
- Facilities Worker (when assigned to Brea Downtown)

The work shoe allowance shall be paid directly to the employee on a regular pay

day in July of each year. Newly appointed part-time regular employees in the classifications listed above shall receive an initial work shoe allowance of \$125, unless newly hired between January and June of any year. If the employee is hired between January and June, the \$125 will be prorated by the percentage of months remaining until July (i.e., $1/6^{\text{th}}$ of the amount per month). Thereafter, the employee shall receive the annual allowance as described above.

- L. Special Assignment and Compensation—A Police Cadet may be appointed to a Senior Police Cadet special assignment at the sole discretion of the Police Chief provided the employee meets the established minimum qualifying criteria, his/her performance in their current assignment has been satisfactory, and they are physically capable to performing the duties of the special assignment. Once appointed, an employee may be removed from a special assignment by the Police Chief if the employee no longer meets the minimum qualifying criteria, and/or their performance in the special assignment has been unsatisfactory, and/or the employee is rendered physically incapable of performing the duties of the special assignment and/or the Police Chief determines that removal from the special assignment is in the professional interest of the employee and/or the Department and/or the community being served. Additions or reductions in the number of special assignments shall be determined by the City based upon budgetary and staffing needs. All special assignment pay shall be effective for only as long as the duty assignment remains in effect for the employee.

Part-time regular Police Cadets appointed to the Senior Police Cadet assignment shall receive special assignment pay of five percent (5%) in addition to their regular rate of pay.

- M. Working out of Classification Pay—Part-time regular employees may work up to twenty (20) days in a fiscal year without additional compensation. Part-time regular employees who are assigned to work on a temporary basis in a higher classification for a total of twenty-one (21) days or more in a fiscal year, as specifically assigned by the Department Director, shall receive five percent (5%) in addition to the employee's regular rate of pay. The additional pay shall commence on the twenty-first (21st) calendar day of working within the assignment.

Section 3—BENEFITS

- A. Federal/State Mandated Programs—All part-time employees shall participate in the City's benefit programs only to the extent required by State or Federal law or as provided in this policy. Current State or Federally mandated benefit programs include retirement, Workers' Compensation, unemployment insurance, and for all part-time employees hired on or after April 1, 1986, Medicare.
- B. Retirement
1. Public Employees' Retirement System—All part-time employees enrolled in the Public Employees' Retirement System (CalPERS) prior to July 1,

2000, shall pay the employee's CalPERS monthly contribution per the following schedule:

Effective the first full pay period beginning on or after 9/1/16, the employee shall pay seven percent (7%) of the employee CalPERS retirement contribution, the City shall make no (0%) employee CalPERS retirement contribution.

Implementation of the above reductions in City funding of the employee CalPERS retirement contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amounts. Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code Section 414(h) (2).

2. 1959 Survivor Benefit—The PERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The part-time employee shall pay 100% of all monthly costs for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.
 3. Effective the first full pay period beginning on or after 9/1/2015 Part-time employees who have continuously worked in a part-time position since 2/28/2000 shall contribute six and one quarter percent (6.25%) of their salary to a deferred compensation plan and the City will contribute one and one quarter percent (1.25%). Effective the first pay period beginning on or after 9/1/2016, these employees will contribute seven and a half percent (7.5%) of their income to a deferred compensation plan and the City will make no (0%) employee contribution.
- C. Medical Insurance—Certain part-time employees may be eligible to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) Program for medical insurance. To be eligible, employees must meet CalPERS PEMHCA requirements (e.g., must work at least half-time and have a permanent appointment or a "limited term" appointment with a duration of more than six months.) Effective 1/1/2023, the City's contribution toward CalPERS health insurance premiums for these eligible and participating part-time employees shall be \$151 per month.
- D. Affordable Care Act (ACA)—In accordance with the ACA, the City will provide a medical insurance benefit to those employees who qualify under the ACA. The amount of the stipend will be a minimum of the amount established by CALPERS regulation (currently \$151 monthly), up to an amount required to make the premium "affordable" as delineated in the ACA. Qualification and premium contribution for coverage under the ACA is determined annually.
- E. Dental Insurance—Part-time regular employees may participate in the City's Delta Dental plans. Part-time regular employees who choose to participate in the plan shall pay all premium costs.

- F. Vision Insurance—Part-time regular employees may participate in the City's EyeMed Vision Insurance plan. Part-time regular employees who choose to participate in the plan shall pay all premium costs.
- G. Section 125 Program—Part-time regular employees may participate in the City's Internal Revenue Section 125 Plan, which permits employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. Part-time regular employees who choose to participate in the program shall pay all program administration costs and/or fees.
- H. Short-Term Disability/Critical Illness—Part-time regular employees may participate in the City's Short-Term Disability and/or Critical Illness plans. Part-time regular employees who choose to participate in the plan(s) shall pay all premium costs.
- I. Cancer/Accident Indemnity—Part-time regular employees may participate in the City's Cancer and/or Accident Indemnity plans. Part-time regular employees who choose to participate in the plan(s) shall pay all premium costs.
- J. Pet Insurance—Part-time regular employees may participate in the City's Nationwide Pet Insurance plan. Part-time regular employees who choose to participate in the plan shall pay all premium costs.
- K. 457 Deferred Compensation Program—In lieu of a social security contribution, all part-time regular and part-time intermittent employees that are not in the CalPERS retirement system must participate in the City's 457 deferred compensation program. The mandatory minimum contribution is seven and a half percent (7.5%).
- L. Voluntary 457 Deferred Compensation Program—Part-time regular employees may participate in any City 457 deferred compensation program by contributing up to a maximum of one hundred percent (100%) of their earnings (not to exceed the IRS maximum allowed per year). Regular part-time employees shall pay any costs and/or contributions associated with participating in this program.
- M. Employee Assistance Program—Part-time regular and part-time intermittent employees shall be included in the City's Employee Assistance Program.
- N. Credit Union—Part-time employees shall be eligible to join and be members of the Credit Union of Southern California.

Section 4—LEAVE

- A. Sick Leave for Part-Time Regular Employees—Part-time regular employees shall earn prorated sick leave based on 3.69 hours per eighty (80) hours worked. The sick leave provisions in the City's Human Resources Rules and Regulations shall apply to part-time regular employees. Pursuant to AB 109 (Chapter 164,

Labor Code Section 233 of Statutes of 1999), part-time regular employees shall be allowed to use up to a maximum of one half of the number of the sick leave hours they accrue per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of a qualified family member.

- B. Sick Leave for **Part-Time Intermittent Employees**—Per California’s AB 1522, Part-time intermittent employees who work thirty (30) days or more in a twelve (12) month period will accrue one (1) hour of sick leave for every thirty (30) hours worked, to a maximum of three (3) days or twenty-four (24) hours per year. Employees may use accrued sick leave after ninety (90) days of employment. An employee may use up to a maximum of three (3) days or twenty-four (24) hours, whichever is greater, of sick leave in a twelve (12) month period. An employee can only accrue paid sick leave up to a maximum cap of six (6) days or forty-eight (48) hours, whichever is greater, ongoing.

1. Sick Leave Utilization and Qualified Family Member—All part-time employees may use sick leave for the employee’s own health condition or preventative care or for that of a qualified family member or to obtain relief or services related to being a victim of domestic violence, sexual assault, or stalking.

A Qualified Family Member includes:

- a) Child (including a biological, adopted or foster, step, legal ward, or a child to whom the employee stands in loco parentis),
- b) Spouse or Registered Domestic Partner
- c) Parent (including biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child)
- d) Grandparent (including in-law and by registered domestic partnership)
- e) Grandchild (including in-law and by registered domestic partnership)
- f) Sibling (including in-law and by registered domestic partnership)

- C. Vacation Accruals—Part-time regular employees shall earn vacation leave based on years of service as a part-time regular employee as follows:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	3.08 hours per 80 hours worked
Completion of 3 Years	4.62 hours per 80 hours worked
Completion of 10 Years	5.00 hours per 80 hours worked

Completion of 13 Years	6.16 hours per 80 hours worked
Completion of 19 Years	7.12 hours per 80 hours worked

Maximum Accrual of Vacation Leave—Part-time regular employees shall be entitled to accrue a maximum of one hundred fifty (150) hours of vacation leave.

Buy-Back of Vacation Leave Hours—Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- An employee must have used twenty (20) consecutive hours of vacation leave, within one (1) year prior to the date the employee is requesting a vacation buy-back.
- The minimum amount of each buy-back shall be forty (40) hours.
- An employee must maintain a minimum balance of forty (40) hours in his/her vacation leave bank.

Buy-Back of Vacation Leave Hours for Police Reserve Officer—Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- The minimum amount of each buy-back shall be forty (40) hours.
- An employee must maintain a minimum balance of forty (40) hours in his/her vacation leave bank.

Vacation Payoff Upon Separation—Upon separation from service, an employee shall be compensated at his/her current regular rate of pay for any vacation accrued but not taken.

Donation of Leave Time

Part-time regular employees may donate, on an hour-for-hour basis, vacation, and/or compensatory leave time to City employees who have exhausted all available accrued leave time due to a major medical condition.

All donations of paid leave time must be approved by the Human Resources Manager.

- D. Holidays—Part-time regular employees shall be paid four (4) hours for any of the holidays listed below only when the holiday is **observed** on the individual employee's **normally scheduled working day**. If the employee works on the holiday, the employee shall receive the holiday pay in addition to their regular pay. City observed holidays are as follows:

Independence Day, July 4
Labor Day, first Monday in September
Thanksgiving Day

The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Jr. Day, third Monday in January
President's Day
Memorial Day, last Monday in May

For Civic & Cultural Center employees, Senior Center employees, and Brea Community Center employees (who work various shifts Monday through Friday) the holiday shall be observed on Friday when the actual legal holiday falls on Saturday. The holiday shall be observed on Monday when the actual legal holiday falls on Sunday.

For Civic & Cultural Center and Brea Community Center employees (who work various shifts Monday through Sunday), the holiday shall be observed on the actual legal holiday.

- E. Jury Duty—Part-time regular employees who are required to serve on jury duty will be compensated for jury duty time for up to thirty (30) calendar days. Employees will receive their regular rate of pay only for the days and number of hours they are normally scheduled to work.
- F. Leave of Absence Without Pay—Subject to the following terms and conditions, the City Manager may grant a leave of absence without pay to a part-time regular employee for a maximum of ninety (90) calendar days if the circumstances of the particular case warrant and if the Department Director so recommends in writing. The employee must exhaust all accrued leave benefits including vacation and, if applicable, sick leave before the leave of absence without pay is granted.

When an employee is placed on leave of absence without pay, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there may be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement.

The period that an employee is on leave of absence without pay is not considered time worked for purposes of determining eligibility for, or the amount of, certain pay and benefits, including but not limited to merit increases, vacation accruals, holiday pay, and service credit. When an employee returns from a leave of absence without pay, the eligibility dates for such benefits will be adjusted forward to reflect the period of leave.

An employee on an approved leave of absence without pay must provide the City with at least seven (7) calendar days written notice of his/her intent to return to work. If the employee fails for any reason to return to work promptly upon the expiration of an approved leave of absence and has not obtained an extension from the City Manager prior to such expiration date, the employee will be

considered to have voluntarily resigned.

During a leave of absence, an employee who engages in outside employment without prior notification and approval of the City Manager shall be subject to termination. Misrepresenting reasons for a leave of absence may also result in termination.

- G. Family Care Leave—The City has implemented a family care leave policy pursuant to the provisions of applicable Federal and State law.
- H. Leave Benefits Upon Change from Part-Time Regular Status to Full-Time Status—Part-time regular employees who are appointed to full-time status shall have their accrued sick leave and vacation leave transferred to full-time leave accrual accounts. These transferred part-time accrual hours shall be converted to full-time leave based on the monetary valuation of the employee's accrued vacation and sick leave at the time of the change in status using his/her part-time regular salary rate. The leave anniversary date will be adjusted based on days worked in the preceding part-time regular status.

Part-time regular employees appointed to full-time status shall be assigned a new anniversary date and shall serve a one (1) year probation pursuant to the Human Resources Rules and Regulations. Part-time regular employees appointed to full-time status shall accrue vacation leave based on the total number of years as a full-time employee.

- I. Leave Benefits Upon Change from Full-Time Status to Part-Time Regular Status—Full-time employees who convert to part-time status shall be paid at the employee's full-time salary rate for any unused vacation and/or compensatory leave which has accrued while in the full-time status. However, upon written request, employees who convert from full-time to part-time regular status may keep the equivalent of a maximum of forty (40) hours of vacation leave in their accrual accounts. The forty (40) hours of vacation that remain in the employee's accrual account shall be calculated using the employee's part-time regular salary rate. Full-time employees who convert to regular part-time status shall accrue vacation leave based on the total number of years of their service as a part-time regular employee.

Sick leave which has been accrued by the employee during his/her tenure as a full-time employee, shall be transferred into his/her part-time regular sick leave accrual account on an hour for hour basis, except that full-time employees who convert to part-time intermittent status forfeit any and all accrued sick leave prior to the effective date of their part-time intermittent appointment and shall begin accruing sick leave per the part-time intermittent sick leave policy.

- J. Change from Part-Time Intermittent Status to Part-Time Regular Status—Part-time employees who convert from intermittent status to regular status shall accrue benefits as if they were a newly hired employee and shall receive part-time benefits pursuant to the policy in place at the time of appointment to regular

status and shall maintain their current anniversary date. Part-time intermittent employees who were previously part-time regular status and are reinstated from intermittent status back to regular status within 12 months shall maintain their anniversary and leave accrual dates.

- K. Change from Part-Time Intermittent Status to Full-Time Status—Part-time employees who convert from intermittent status to full-time status shall accrue benefits as if they were a newly hired employee, and shall be assigned a new anniversary date and shall serve a one (1) year probation pursuant to the Human Resources Rules and Regulations.
- L. Change from Part-Time Regular Status to Intermittent Status—Part-time employees who convert from part-time regular status to intermittent status shall be paid off any vacation leave time and shall forfeit any sick leave time balance, in excess of 48 hours, at the time of the status change. The employee shall maintain their current anniversary date.
- M. Bereavement Leave—All part-time regular employees shall be eligible for a leave of absence, without loss of pay, for up to three (3) days of work based upon regularly scheduled hours, upon death of an immediate family member as defined in Section 4(B) 1. The three (3) days do not have to be taken immediately following the death but should be taken within a reasonable time.

Section 5—APPOINTMENTS

A. Interim Appointments

Interim appointments may be made without recourse to the City's formal selection process and eligible certification provisions. No person may be employed on an interim basis in a part-time regular or part-time intermittent position except as provided below:

- a) As a substitute for a part-time regular or intermittent employee who is absent.
- b) For the duration of any war or national emergency.
- c) When it is impractical or has not been possible to recruit an appointee meeting the standards for part-time regular or intermittent employment.
- d) When the budget appropriation allows for only interim employment.
- e) When it is anticipated that the work of the position will soon cease or that the position will soon be abolished.
- f) Lack of an eligible list or where those on list are not available.

- g) When a state of disaster is declared or such conditions exist which seriously endanger the health, welfare, and safety of the community.
 - h) When extensive illness, injury, or absence of an employee creates a hardship on a department and creates a need to temporarily replace the employee.
 - i) Such other similar circumstances as approved by the City Manager.
- 2. Duration of Interim Appointment—An interim appointment shall not exceed six (6) months duration other than as provided for in Subsection A1(b) of Section 5 above. Successive interim appointments shall not be made.
- 3. Benefits—Part-time regular employees who accept an interim appointment shall continue to accrue benefits in accordance with this Part-time Employment and Benefits Policy.

B. Provisional Appointments

- 1. A part-time employee may serve in the capacity of a full-time provisional appointment subject to Rule III, Section 9, of the City of Brea Human Resources Rules and Regulations.
- 2. With respect to all other rights and employee benefits, the provisional employee shall be subject to the provisions of the terms and conditions of employment set forth in the Part-time Employment and Benefits Policy and not by the terms and conditions of employment of the full-time classification in which the employee is serving provisionally.
- 3. Part-time regular employees who accept a provisional appointment shall continue to accrue benefits in accordance with this Part-time Employment and Benefits Policy.

Section 6—WORK SCHEDULE

Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. Part-time positions can be abolished and/or replaced with full-time positions at the sole discretion of the City.

Section 7—GRIEVANCE PROCEDURE

Part-time employees shall be entitled to the City's grievance procedure only up to the point of Department Director review. This procedure does not include the ability to

grieve performance reviews or terminations.

Section 8—EMPLOYEE STATUS

Part-time employees shall not be afforded the rights, benefits, notice and appeal procedures afforded full-time employees but instead may be discharged by the appointing authority without cause at any time. All part-time employees shall serve at the pleasure of the appointing authority.

Section 9—EFFECTIVE DATE

All provisions contained in this Part-time Employment and Benefits Policy, unless specifically noted, shall be effective as of March 7, 2023.

Section 10—INTERPRETATION OF PART-TIME EMPLOYMENT AND BENEFITS POLICY

In the event there is a dispute of interpretation of this Resolution, the City Manager shall review the facts surrounding the dispute and his/her decision shall be final and conclusive.

Exhibit A

PART-TIME SALARY RANGES

Effective April 1, 2023
Resolution No. 2023-XX

Hourly Pay Rate							
Classification	1	2	3	4	5	6	7
*Administrative Intern	15.50	15.89	16.28	16.69	17.11	17.54	17.98
Community Services Coordinator	21.19	21.72	22.26	22.82	23.39	23.97	24.57
Community Services Leader	17.09	17.52	17.96	18.40	18.86	19.34	19.82
Community Services Shuttle Driver	23.80	24.40	25.00	25.63	26.27	26.93	27.60
*Community Services Worker	15.50	15.89	16.28	16.69	17.11	17.54	17.98
Facilities Worker	18.81	19.28	19.76	20.26	20.76	21.28	21.81
Golf Course Specialist	31.92	32.72	33.54	34.38	35.24	36.12	37.03
*Lifeguard	15.50	15.89	16.28	16.69	17.11	17.54	17.98
Lifeguard/Instructor	17.51	17.95	18.40	18.86	19.33	19.81	20.31
*Mail Room Stores Clerk	15.50	15.89	16.28	16.69	17.11	17.54	17.98
Police Cadet	17.54	17.98	18.43	18.89	19.36	19.84	20.34
Recycling Coordinator	31.92	32.72	33.54	34.38	35.24	36.12	37.03
Senior Community Services Leader	18.81	19.28	19.76	20.26	20.76	21.28	21.81
Senior Lifeguard/Instructor	19.37	19.85	20.35	20.86	21.38	21.92	22.46
Specialist/Inspector	15.50 - 100.00						
*Technical Intern	15.50	15.89	16.28	16.69	17.11	17.54	17.98

* Denotes classification tied to state minimum wage

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 03/07/2023

SUBJECT: Outgoing Payment Log and February 17 and 24, 2023 City Disbursement Registers

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Anthony Godoy, Management Analyst II

Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

02-17-2023 City Disbursement Register

02-24-2023 City Disbursement Register

January Outgoing Payment Log

City Disbursement Register

Between Feb 13, 2023 12:00 AM and Feb 17, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192118	AAA ELECTRIC MOTOR SALES, INC.	02/17/2023	3615	490515151	15HP PUMP REBUILD	\$3,596.85
AAA ELECTRIC MOTOR SALES, INC.					Total Check Amount:	\$3,596.85
192119	ABI DOCUMENT SUPPORT	02/17/2023	32133	110000000	SUBPOENA CHECK REFUND	\$15.00
ABI DOCUMENT SUPPORT					Total Check Amount:	\$15.00
192120	AEP SERVICES	02/17/2023	30268	110212131	BOARDING JUL22 (KYLO)	\$120.00
		02/17/2023	30268	110212131	BOARDING OCT22 (KYLO)	\$180.00
		02/17/2023	30268	110212131	K9 TRAINING AUG 2022	\$400.00
		02/17/2023	30268	110212131	BOARDING AUG22 (KYLO)	\$120.00
		02/17/2023	30268	110212131	K9 TRAINING DEC 2022	\$400.00
		02/17/2023	30268	110212131	K9 TRAINING NOV 2022	\$400.00
		02/17/2023	30268	110212131	K9 TRAINING JAN 2023	\$200.00
		02/17/2023	30268	110212131	K9 TRAINING OCT 2022	\$400.00
		02/17/2023	30268	110212131	BOARDING APR22 (KYLO)	\$660.00
		02/17/2023	30268	110212131	KENNELING DEC22(MIRK)	\$90.00
		02/17/2023	30268	110212131	KENNELING JAN23(KYLO)	\$270.00
AEP SERVICES					Total Check Amount:	\$3,240.00
192121	AMAYA THEATRICAL PRODUCTIONS	02/17/2023	22993	110404542	SET CONSTRUCTION	\$511.25
AMAYA THEATRICAL PRODUCTIONS					Total Check Amount:	\$511.25
192122	AT&T CALNET	02/17/2023	20391	420515131	CALNET JAN 2023	\$235.97
		02/17/2023	20391	475141471	CALNET JAN 2023	\$6,059.66
		02/17/2023	20391	360515145	CALNET JAN 2023	\$52.93
AT&T CALNET					Total Check Amount:	\$6,348.56
192123	BREA CHAMBER OF COMMERCE	02/17/2023	3239	110212111	2023 BREA PD AWARDS	\$6,000.00
BREA CHAMBER OF COMMERCE					Total Check Amount:	\$6,000.00
192124	BREA EXPRESS CAR WASH	02/17/2023	32008	480515161	CARWASH DEC 2023	\$456.00
BREA EXPRESS CAR WASH					Total Check Amount:	\$456.00
192125	CINTAS	02/17/2023	24347	110404211	FIRST AID RESTOCK BCC	\$106.73
CINTAS					Total Check Amount:	\$106.73
192126	COMMERCIAL AQUATIC SERVICES, INC.	02/17/2023	25513	490515151	PUMP REPL @ PLUNGE	\$2,500.00
		02/17/2023	25513	110404422	BULK CHEM @ PLUNGE	\$609.89
		02/17/2023	25513	110	BULK CHEM S/TAX	(\$41.61)
COMMERCIAL AQUATIC SERVICES, INC.					Total Check Amount:	\$3,068.28
192127	COUNTRY REGISTER	02/17/2023	13346	110404421	ADS-OR/WA C.REGISTER	\$249.00
COUNTRY REGISTER					Total Check Amount:	\$249.00
192128	COUNTY OF ORANGE	02/17/2023	4799	110212122	PRKNG CITATIONS JAN23	\$2,039.50
COUNTY OF ORANGE					Total Check Amount:	\$2,039.50
192129	DENALYN DAVID	02/17/2023	31642	110404215	YOGA	\$140.00
DENALYN DAVID					Total Check Amount:	\$140.00

City Disbursement Register

Between Feb 13, 2023 12:00 AM and Feb 17, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192130	TERESITA DE LA TORRE	02/17/2023	32074	110404541	DD23 HONORARIUM	\$250.00
TERESITA DE LA TORRE					Total Check Amount:	\$250.00
192131	SOUTHERN CALIFORNIA EDISON	02/17/2023	3343	110515121	ELECTRICITY JAN 23-4	\$6,436.92
		02/17/2023	3343	420515131	ELECTRICITY JAN 23-4	\$1,993.08
		02/17/2023	3343	490515151	ELECTRICITY JAN 23-4	\$1,575.51
		02/17/2023	3343	343515112	ELECTRICITY JAN 23-4	\$250.53
		02/17/2023	3343	346515112	ELECTRICTY JAN 23-4	\$128.39
		02/17/2023	3343	110515143	ELECTRICITY JAN 23-4	\$86.76
		02/17/2023	3343	341515112	ELECTRICITY JAN 23-4	\$124.42
		02/17/2023	3343	345515112	ELECTRICITY JAN 23-4	\$56.55
		02/17/2023	3343	361515148	ELECTRICITY JAN 23-4	\$32.62
		02/17/2023	3343	430515123	ELECTRICITY JAN 23-4	\$21.71
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$10,706.49
192132	FRANCHISE TAX BOARD/ST OF CALIF	02/17/2023	12043	110	571810253 021023 PR	\$30.00
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$30.00
192133	FRONTIER COMMUNICATIONS	02/17/2023	26183	420515131	5622821220 0128-0227	\$192.21
FRONTIER COMMUNICATIONS					Total Check Amount:	\$192.21
192134	GAIL MATERIALS	02/17/2023	20339	110515144	SPORTS PARK FILL DIRT	\$1,654.19
GAIL MATERIALS					Total Check Amount:	\$1,654.19
192135	GMS ELEVATOR SERVICES, INC.	02/17/2023	29109	110515125	MO.SVC:11 ELEV FEB23	\$1,110.00
		02/17/2023	29109	490515151	MO.SVC:11 ELEV FEB23	\$1,345.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$2,455.00
192136	HYDROPRO SOLUTIONS	02/17/2023	31845	420515131	WATER METERS+ENCODERS	\$9,964.12
		02/17/2023	31845	420515131	WATER METER ENCODERS	\$1,269.60
HYDROPRO SOLUTIONS					Total Check Amount:	\$11,233.72
192137	NEVA JOHNSON	02/17/2023	32135	440515122	EXTRA BIN CHGS REFUND	\$703.84
NEVA JOHNSON					Total Check Amount:	\$703.84
192138	MARIPOSA LANDSCAPES, INC.	02/17/2023	27959	110515143	CITY FAC/TRAILS DEC22	\$5,954.32
		02/17/2023	27959	110515143	CITY FAC+TRAILS JAN23	\$5,954.32
		02/17/2023	27959	110515148	CITY FAC/TRAILS DEC22	\$2,120.27
		02/17/2023	27959	361515148	CITY FAC+TRAILS JAN23	\$115.49
		02/17/2023	27959	110515148	CITY FAC+TRAILS JAN23	\$2,120.27
		02/17/2023	27959	361515148	CITY FAC/TRAILS DEC22	\$115.49
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$16,380.16
192139	OC YOUTH SPORTS LLC	02/17/2023	31859	110404145	MULTI-SPORT/SPORTBALL	\$2,136.00
OC YOUTH SPORTS LLC					Total Check Amount:	\$2,136.00
192140	KEVIN PETERSON	02/17/2023	32138	440515122	EXTRA BIN CHGS REFUND	\$1,132.76

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KEVIN PETERSON					Total Check Amount:	\$1,132.76
192141	RENNE SLOAN HOTLZMAN SAKAI, LLP	02/17/2023	27580	110141481	PROF LGL SVCS DEC22	\$660.00
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$660.00
192142	JESSICA RUIZ	02/17/2023	32136	110	RENTAL DEPOSIT REFUND	\$1,000.00
JESSICA RUIZ					Total Check Amount:	\$1,000.00
192143	SAFEGUARD ENVIROGROUP, INC.	02/17/2023	23241	490515151	MOLD TESTING	\$995.00
SAFEGUARD ENVIROGROUP, INC.					Total Check Amount:	\$995.00
192144	ST. JUDE MEDICAL CENTER	02/17/2023	3503	174222222	PM SUPPLIES OCT-DEC22	\$1,553.89
		02/17/2023	3503	174222222	PM SUPPLIES JUL-SEP22	\$2,593.19
ST. JUDE MEDICAL CENTER					Total Check Amount:	\$4,147.08
192145	U.S. POSTAL SERVICE	02/17/2023	19260	110404421	PET EXPO 23 POSTCARDS	\$1,240.00
U.S. POSTAL SERVICE					Total Check Amount:	\$1,240.00
192146	U.S. POSTAL SERVICE	02/17/2023	19260	110404421	SPRINGBTQ23 POSTCARDS	\$1,240.00
U.S. POSTAL SERVICE					Total Check Amount:	\$1,240.00
192147	VELOCITYEHS	02/17/2023	29307	430515123	SAFETY DATA SHEET SVC	\$599.84
		02/17/2023	29307	420515131	SAFETY DATA SHEET SVC	\$599.84
		02/17/2023	29307	490515151	SAFETY DATA SHEET SVC	\$599.84
		02/17/2023	29307	480515161	SAFETY DATA SHEET SVC	\$599.80
		02/17/2023	29307	110515121	SAFETY DATA SHEET SVC	\$599.84
		02/17/2023	29307	110515141	SAFETY DATA SHEET SVC	\$599.84
VELOCITYEHS					Total Check Amount:	\$3,599.00
192148	VERIZON CONNECT NWF, INC.	02/17/2023	25293	480515161	PW GPS SVC JAN 2023	\$910.21
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$910.21
192150	VERIZON WIRELESS	02/17/2023	21122	110141411	9925929191 1223-0122	\$40.01
		02/17/2023	21122	110141431	9925929191 1223-0122	\$40.82
		02/17/2023	21122	410515124	9925929191 1223-0122	\$120.03
		02/17/2023	21122	110111151	9925929191 1223-0122	\$127.46
		02/17/2023	21122	110111161	9925929191 1223-0122	\$45.82
		02/17/2023	21122	110141424	9925929191 1223-0122	\$31.94
		02/17/2023	21122	110141481	9925929191 1223-0122	\$118.17
		02/17/2023	21122	110323241	9925929191 1223-0122	\$45.82
		02/17/2023	21122	110404311	9925929191 1223-0122	\$671.96
		02/17/2023	21122	174222222	9925929191 1223-0122	\$570.15
		02/17/2023	21122	430515123	9925929191 1223-0122	\$556.35
		02/17/2023	21122	110222223	9925929191 1223-0122	\$1,819.60
		02/17/2023	21122	110515171	9925929191 1223-0122	\$81.64
		02/17/2023	21122	420141421	9925929191 1223-0122	\$120.03
		02/17/2023	21122	475141471	9925929191 1223-0122	\$481.59

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192150	VERIZON WIRELESS	02/17/2023	21122	110111143	9925929191 1223-0122	\$121.65
		02/17/2023	21122	110212121	9925929191 1223-0122	\$5,164.95
		02/17/2023	21122	110323231	9925929191 1223-0122	\$72.35
		02/17/2023	21122	110323242	9925929191 1223-0122	\$81.64
		02/17/2023	21122	110404525	9925929191 1223-0122	\$81.64
		02/17/2023	21122	110515125	9925929191 1223-0122	\$13.40
		02/17/2023	21122	420515131	9925929191 1223-0122	\$747.89
		02/17/2023	21122	460141474	9925929191 1223-0122	\$127.46
VERIZON WIRELESS					Total Check Amount:	\$11,282.37
192151	EMILIA VEST	02/17/2023	32130	110000000	CITATION REFUND	\$39.00
EMILIA VEST					Total Check Amount:	\$39.00
Check Subtotal						\$97,758.20
V50617	ABBA TERMITE & PEST CONTROL	02/17/2023	15614	110515141	BEE REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$245.00
V50618	ADAMSON POLICE PRODUCTS	02/17/2023	4023	110212111	UNIFORM	\$812.44
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$812.44
V50619	ADCO ROOFING. INC.	02/17/2023	18878	490515151	SCOUT CTR ROOF REPAIR	\$1,850.00
ADCO ROOFING. INC.					Total Check Amount:	\$1,850.00
V50620	ADMINISTRATIVE & PROF	02/17/2023	3344	110	4010 APEA MEMB 021023	\$468.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$468.00
V50621	THE ADVANTAGE GROUP	02/17/2023	24539	110	808B FSADEPCAR 021023	\$1,491.66
		02/17/2023	24539	110	808C FSA URMED 021023	\$5,975.36
THE ADVANTAGE GROUP					Total Check Amount:	\$7,467.02
V50622	DAVID J. AGUIRRE	02/17/2023	12388	110212111	TRAINING MILEAGE	\$33.47
DAVID J. AGUIRRE					Total Check Amount:	\$33.47
V50623	ANNA CHAVEZ AGUSTIN	02/17/2023	31862	110404215	ZUMBA	\$420.00
ANNA CHAVEZ AGUSTIN					Total Check Amount:	\$420.00
V50624	JUDY ALLEN	02/17/2023	20447	110404215	B.PUMP/PILATES/SSNKRS	\$476.00
		02/17/2023	20447	110404215	PERSONAL TRAINER	\$122.40
JUDY ALLEN					Total Check Amount:	\$598.40
V50625	ARC DOCUMENT SOLUTIONS, LLC	02/17/2023	23645	110515171	PLAN COPIES	\$93.21
ARC DOCUMENT SOLUTIONS, LLC					Total Check Amount:	\$93.21
V50626	JAMES RUBEN ARCHULETA	02/17/2023	32015	110404215	PERSONAL TRAINER	\$252.60
JAMES RUBEN ARCHULETA					Total Check Amount:	\$252.60
V50627	BAY AREA DRIVING SCHOOL	02/17/2023	29122	110404145	ONLINE DRIVER'S ED	\$90.00
BAY AREA DRIVING SCHOOL					Total Check Amount:	\$90.00
V50628	ALFRED-ANDREW BOWEN	02/17/2023	31372	110404523	SOUNDBATH	\$300.00

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V50628	ALFRED-ANDREW BOWEN	02/17/2023	31372	110404215	KINSTRETCH	\$252.00
ALFRED-ANDREW BOWEN					Total Check Amount:	\$552.00
V50629	BPSEA MEMORIAL FOUNDATION	02/17/2023	14990	110	4050 MEMORIAL 021023	\$140.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$140.50
V50630	BREA CITY EMPLOYEES ASSOCIATION	02/17/2023	3236	110	4005 BCEA MEMB 021023	\$648.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$648.00
V50631	BREA FIREFIGHTERS ASSOCIATION	02/17/2023	3237	110	4016 ASSOCMEMB 021023	\$2,474.00
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,474.00
V50632	BREA POLICE ASSOCIATION	02/17/2023	3769	110	4030 BPA REG 021023	\$3,300.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,300.00
V50633	BREA POLICE ATHLETIC LEAGUE	02/17/2023	1068	110	5010 B.P.A.L. 021023	\$120.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$120.00
V50634	BREA POLICE MANAGEMENT ASSOCIATION	02/17/2023	21189	110	4020 PMA MEMB 021023	\$162.50
		02/17/2023	21189	110	4019 LDF MEMB 021023	\$9.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$172.00
V50635	BREA TOWING	02/17/2023	16399	110212132	TOWING (TFC) JAN 2023	\$1,264.80
		02/17/2023	16399	110212121	TOWING (INV) JAN 2023	\$330.00
BREA TOWING					Total Check Amount:	\$1,594.80
V50636	BREA/ORANGE COUNTY PLUMBING	02/17/2023	3781	490515151	WATER LEAK RPR @ FS2	\$547.51
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$547.51
V50637	BRUCE CAMPBELL SAND AND GRAVEL	02/17/2023	21898	110515144	SPORTS PARK TOP DRESSING	\$1,373.81
BRUCE CAMPBELL SAND AND GRAVEL					Total Check Amount:	\$1,373.81
V50638	BUTLER CHEMICALS, INC.	02/17/2023	6515	490515151	SR CTR D/W SVC JAN23	\$188.56
BUTLER CHEMICALS, INC.					Total Check Amount:	\$188.56
V50639	C. WELLS PIPELINE MATERIALS INC	02/17/2023	13055	420515131	PLUMBING SUPPLIES	\$9,245.49
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$9,245.49
V50640	CALIFORNIA FORENSIC PHLEBOTOMY INC.	02/17/2023	4488	110212131	PHLEBOTOMY JAN 2023	\$444.00
CALIFORNIA FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$444.00
V50641	CANNINGS ACE HARDWARE	02/17/2023	15828	110515141	PRK CLEANING SUPPLIES	\$149.58
CANNINGS ACE HARDWARE					Total Check Amount:	\$149.58
V50642	CANON SOLUTIONS AMERICA, INC	02/17/2023	15260	110141441	FEB 2023 COPIER LEASE	\$1,072.12
		02/17/2023	15260	110141441	JAN 2023 PRINT CHGS	\$441.22
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$1,513.34
V50643	CAPTURE TECHNOLOGIES INC	02/17/2023	15468	110212133	VOICE LOGGER HW+SW	\$19,491.98
		02/17/2023	15468	110212133	VOICE LOGGER LICENSES	\$21,174.99
CAPTURE TECHNOLOGIES INC					Total Check Amount:	\$40,666.97
V50644	CHANDLER ASSET MANAGEMENT, INC.	02/17/2023	4375	930141424	INV MGMT SVCS JAN23	\$6,366.17

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V50644	CHANDLER ASSET MANAGEMENT, INC.	02/17/2023	4375	875141424	INV MGMT SVCS JAN23	\$43.89
CHANDLER ASSET MANAGEMENT, INC. Total Check Amount:						\$6,410.06
V50645	THE CONNECTION CORPORATION	02/17/2023	31669	110404523	COUNSELING SVCS JAN23	\$3,870.00
THE CONNECTION CORPORATION Total Check Amount:						\$3,870.00
V50646	CORE & MAIN LP	02/17/2023	27049	420515131	WATER METERS+ENCODERS	\$8,983.29
CORE & MAIN LP Total Check Amount:						\$8,983.29
V50647	DOTY BROTHERS EQUIPMENT CO.	02/17/2023	26695	420515131	8" GATEVALVE-2750 IMP	\$7,287.93
DOTY BROTHERS EQUIPMENT CO. Total Check Amount:						\$7,287.93
V50648	MYRA DUVALL	02/17/2023	18083	110404215	YOGA	\$504.00
MYRA DUVALL Total Check Amount:						\$504.00
V50649	EQUIPMENT DIRECT INC	02/17/2023	4522	110515141	SAFETY EQUIPMENT	\$62.26
		02/17/2023	4522	480515161	SAFETY EQUIPMENT	\$244.27
		02/17/2023	4522	110515143	SAFETY EQUIPMENT	\$99.13
EQUIPMENT DIRECT INC Total Check Amount:						\$405.66
V50650	EWING IRRIGATION PRODUCTS, INC.	02/17/2023	5807	110515141	PARKS IRRIG SUPPLIES	\$379.74
EWING IRRIGATION PRODUCTS, INC. Total Check Amount:						\$379.74
V50651	GALE SUPPLY COMPANY	02/17/2023	21090	110515141	TRASH CAN LINERS	\$739.83
		02/17/2023	21090	490515151	JANITORIAL SUPPLIES	\$2,307.09
GALE SUPPLY COMPANY Total Check Amount:						\$3,046.92
V50652	MELISSA GIFFORD	02/17/2023	10645	110404215	TRX	\$143.60
MELISSA GIFFORD Total Check Amount:						\$143.60
V50653	RAY GONZALEZ	02/17/2023	31019	110404424	UMPIRE FEE 2/6/23	\$102.00
RAY GONZALEZ Total Check Amount:						\$102.00
V50654	MARY M. GRAHAM	02/17/2023	31478	110404215	YOGA	\$112.00
MARY M. GRAHAM Total Check Amount:						\$112.00
V50655	GABRIEL HANNAH	02/17/2023	17533	110404424	UMPIRE FEE 2/6/23	\$102.00
GABRIEL HANNAH Total Check Amount:						\$102.00
V50656	HCI SYSTEMS INC	02/17/2023	25112	490515151	QTRLY SPRINKER INSP	\$846.00
		02/17/2023	25112	490515151	SMOKE DETECTOR SVC	\$1,959.32
		02/17/2023	25112	490515151	F. ALARM/SPR INSP BCC	\$846.00
HCI SYSTEMS INC Total Check Amount:						\$3,651.32
V50657	MONA HERNANDEZ	02/17/2023	23114	110404215	MASSAGE THERAPY	\$695.70
MONA HERNANDEZ Total Check Amount:						\$695.70
V50658	HOUSING PROGRAMS	02/17/2023	26542	290323215	HSG REHAB JAN 2023	\$1,750.00
HOUSING PROGRAMS Total Check Amount:						\$1,750.00
V50659	IMPERIAL SPRINKLER SUPPLY	02/17/2023	24260	110515141	IRRIGATION SUPPLIES	\$346.57
IMPERIAL SPRINKLER SUPPLY Total Check Amount:						\$346.57
V50660	INLAND ROUND BALL OFFICIALS INC.	02/17/2023	31906	110404424	REFEREE FEE 2/5 2/7	\$800.00

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INLAND ROUNDBALL OFFICIALS INC.					Total Check Amount:	\$800.00
V50661	SARA JACKSON	02/17/2023	31840	110404215	BODY PUMP	\$280.00
SARA JACKSON					Total Check Amount:	\$280.00
V50662	PAMELA JOHNSTON	02/17/2023	28025	110404215	ZUMBA	\$150.00
PAMELA JOHNSTON					Total Check Amount:	\$150.00
V50663	KRISTI L KANEL	02/17/2023	22868	110404215	CYCLE/LOW IMP/S.SNKRS	\$504.00
KRISTI L KANEL					Total Check Amount:	\$504.00
V50664	KELLY SPICERS STORES	02/17/2023	31267	110141441	PAPER	\$367.08
KELLY SPICERS STORES					Total Check Amount:	\$367.08
V50665	KRONOS INCORPORATED	02/17/2023	22688	110222223	IVR TELESTAFF DEC22	\$14.25
KRONOS INCORPORATED					Total Check Amount:	\$14.25
V50666	FRANCESCO LA TORRE	02/17/2023	24398	110404521	MILEAGE JAN 2023	\$91.70
FRANCESCO LA TORRE					Total Check Amount:	\$91.70
V50667	DOLLY LAI	02/17/2023	18084	110404215	YOGA	\$90.00
DOLLY LAI					Total Check Amount:	\$90.00
V50668	LAND CONCERN, LTD	02/17/2023	22942	510707251	LMBRT LANDSCAPE APR22	\$3,125.00
		02/17/2023	22942	510707936	BERRY ST P/W DSGN JUL	\$1,000.00
		02/17/2023	22942	510707978	AROVSTAPRK DSGN MAR22	\$425.00
		02/17/2023	22942	510707251	LMBRT LANDSCAPE JUN22	\$3,437.50
		02/17/2023	22942	510707251	LMBRT LANDSCAPE JUL22	\$2,187.50
LAND CONCERN, LTD					Total Check Amount:	\$10,175.00
V50669	LEHR	02/17/2023	26035	480515161	CONTROL PANEL REPAIR #956	\$894.40
		02/17/2023	26035	480515161	LIGHTBAR	\$643.23
		02/17/2023	26035	480515161	LIGHT BAR RPR #2036	\$1,197.92
		02/17/2023	26035	480515161	LIGHTBAR SWAPOUT#2036	\$285.00
		02/17/2023	26035	480515161	LIGHTBAR SWAPOUT#2108	\$1,482.92
LEHR					Total Check Amount:	\$4,503.47
V50670	BERRY LIANG	02/17/2023	25640	110404215	BREAMOVEMNT/TRX/CYCLE	\$491.10
		02/17/2023	25640	110404215	PERSONAL TRAINER	\$433.26
BERRY LIANG					Total Check Amount:	\$924.36
V50671	LIBERTY FLAGS INC.	02/17/2023	5457	490515151	FLAGS	\$1,327.48
		02/17/2023	5457	490	FLAGS - SALES TAX	(\$95.48)
LIBERTY FLAGS INC.					Total Check Amount:	\$1,232.00
V50672	LIFE-ASSIST, INC.	02/17/2023	10530	174222222	PM SUPPLIES FS2	\$1,549.79
		02/17/2023	10530	174222222	PM SUPPLIES FS1	\$156.13
LIFE-ASSIST, INC.					Total Check Amount:	\$1,705.92
V50673	LINEGEAR	02/17/2023	23894	110222221	EMBROIDERY	\$54.95
		02/17/2023	23894	110222222	BRUSH PANTS	\$376.05

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V50673	LINEGEAR	02/17/2023	23894	110222211	PANTS - CHIEF	\$900.79
LINEGEAR					Total Check Amount:	\$1,331.79
V50674	LM PAINTING & CONST/LEO'S A/C	02/17/2023	19676	110404541	PAINT PROJ-ARTGALLERY	\$1,900.00
		02/17/2023	19676	510707982	PAINT PROJ-DISPATCH	\$1,800.00
		02/17/2023	19676	110404523	PAINT PROJ-BCC BRC	\$4,850.00
LM PAINTING & CONST/LEO'S A/C					Total Check Amount:	\$8,550.00
V50675	TANYA LOSCUTOFF	02/17/2023	22092	110404215	PERSONAL TRAINER	\$623.55
		02/17/2023	22092	110404215	SUPER SCULPT	\$140.00
TANYA LOSCUTOFF					Total Check Amount:	\$763.55
V50676	STEVEN MACIAS	02/17/2023	30457	110212111	ICI ADVANCED GANG INV	\$40.00
STEVEN MACIAS					Total Check Amount:	\$40.00
V50677	MADISON RAE MAHER	02/17/2023	30612	110212111	DRUG ABUSE RECOG/DDI	\$24.00
MADISON RAE MAHER					Total Check Amount:	\$24.00
V50678	LORI MAIER	02/17/2023	31187	110404215	ZUMBA	\$532.00
LORI MAIER					Total Check Amount:	\$532.00
V50679	ANDREA MCGRANAHAN	02/17/2023	26046	110404215	PERSONAL TRAINER	\$130.74
		02/17/2023	26046	110404215	BARRE/CYCLE/LI/TRX	\$1,176.00
ANDREA MCGRANAHAN					Total Check Amount:	\$1,306.74
V50680	MICHAEL BAKER INTERNATIONAL, INC.	02/17/2023	31634	84032323E	PROF SVCS DEC 2022	\$8,755.00
MICHAEL BAKER INTERNATIONAL, INC.					Total Check Amount:	\$8,755.00
V50681	MINER, LTD	02/17/2023	27173	490515151	APPBAY DOOR SVC @ FS2	\$440.43
MINER, LTD					Total Check Amount:	\$440.43
V50682	JENNIFER MONZON-SCROFINI	02/17/2023	20158	110404215	CYCLE/HIIT/F.STRENGTH	\$280.00
JENNIFER MONZON-SCROFINI					Total Check Amount:	\$280.00
V50683	NATASHA MOORE	02/17/2023	10711	110404215	BODY PUMP	\$364.00
NATASHA MOORE					Total Check Amount:	\$364.00
V50684	MUNICIPAL DENTAL POOL	02/17/2023	30638	110	DELTA DENTAL FEB 2023	\$15,557.15
MUNICIPAL DENTAL POOL					Total Check Amount:	\$15,557.15
V50685	NIEVES LANDSCAPE, INC.	02/17/2023	31375	110515143	MED/GREENBELTS JAN23	\$12,508.75
		02/17/2023	31375	343515112	MD#3 LANDSCAPE JAN23	\$2,398.50
		02/17/2023	31375	343515112	TRASH-XMASLIGHTS SHOW	\$270.00
		02/17/2023	31375	346515112	MD#6 LANDSCAPE JAN23	\$6,019.42
		02/17/2023	31375	347515112	MD#7 LANDSCAPE JAN23	\$1,191.33
		02/17/2023	31375	110515141	GREENBRIAR PEST CNTRL	\$225.00
		02/17/2023	31375	110515141	PARKS MOWING JAN23	\$10,167.00
		02/17/2023	31375	341515112	MD#1 LANDSCAPE JAN23	\$1,415.00
NIEVES LANDSCAPE, INC.					Total Check Amount:	\$34,195.00
V50686	PARACLETE FIRE AND SAFETY, INC.	02/17/2023	17760	110222221	FIRE EXT MNT 2/11/23	\$627.62

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PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$627.62
V50687	IRACEMA PERDOMO	02/17/2023	14135	110404215	CYCLE	\$224.00
IRACEMA PERDOMO					Total Check Amount:	\$224.00
V50688	PLUMBING WHOLESALE OUTLET, INC.	02/17/2023	18392	110515125	ABS PIPE @ DT PS1	\$57.11
		02/17/2023	18392	110515141	PLUMBING SUPPLIES	\$911.21
		02/17/2023	18392	110515143	BCC DRINKING FOUNTAIN	\$315.01
		02/17/2023	18392	490515151	RR PARTS - FS2	\$73.40
		02/17/2023	18392	490515151	WATER FILTERS	\$478.63
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$1,835.36
V50689	POWERDMS, INC.	02/17/2023	32124	110212111	AGENCY360 SUBSC 23/24	\$2,172.00
POWERDMS, INC.					Total Check Amount:	\$2,172.00
V50690	KAYLA RABJOHNS	02/17/2023	28472	110404215	CIRCUIT TRNG	\$104.00
KAYLA RABJOHNS					Total Check Amount:	\$104.00
V50691	RICHARDS, WATSON & GERSHON	02/17/2023	8978	110111112	0198 RIOS ET AL DEC22	\$2,006.00
		02/17/2023	8978	110111112	9999 GEN LGL SVCS DEC	\$12,327.00
		02/17/2023	8978	280323215	9999 GEN LGL SVCS DEC	\$46.00
		02/17/2023	8978	280323215	0001 GEN LGL SVCS DEC	\$912.00
		02/17/2023	8978	110515171	0001 GEN LGL SVCS DEC	\$57.00
		02/17/2023	8978	490515151	0001 GEN LGL SVCS DEC	\$323.00
		02/17/2023	8978	510707305	0001 GEN LGL SVCS DEC	\$133.00
		02/17/2023	8978	110111112	0001 GEN LGL SVCS DEC	\$10,859.56
		02/17/2023	8978	110323213	0001 GEN LGL SVCS DEC	\$266.00
		02/17/2023	8978	440515122	9999 GEN LGL SVCS DEC	\$688.00
		02/17/2023	8978	490515151	9999 GEN LGL SVCS DEC	\$286.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$27,903.56
V50692	ROLLINS, INC DBA ORKIN, LLC.	02/17/2023	30616	420515131	PEST CONTROL DEC 2022	\$75.00
		02/17/2023	30616	490515151	PEST CONTROL DEC 2022	\$1,335.00
		02/17/2023	30616	110515125	PEST CONTROL JAN 2023	\$345.00
		02/17/2023	30616	110515141	PEST CONTROL DEC 2022	\$240.00
		02/17/2023	30616	110515125	PEST CONTROL DEC 2022	\$345.00
		02/17/2023	30616	110515141	PEST CONTROL JAN 2023	\$240.00
		02/17/2023	30616	420515131	PEST CONTROL JAN 2023	\$75.00
		02/17/2023	30616	490515151	PEST CONTROL JAN 2023	\$1,335.00
ROLLINS, INC DBA ORKIN, LLC.					Total Check Amount:	\$3,990.00
V50693	JACI SCHORK	02/17/2023	31823	110404215	PERSONAL TRAINER	\$99.00
JACI SCHORK					Total Check Amount:	\$99.00
V50694	LAURENE SCHULZE	02/17/2023	18034	110404215	YOGA	\$26.00
LAURENE SCHULZE					Total Check Amount:	\$26.00

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V50695	VICTOR SERNA	02/17/2023	26639	420515131	D3 DIST OPER RENEWAL	\$120.00
VICTOR SERNA					Total Check Amount:	\$120.00
V50696	SHRED-IT USA	02/17/2023	7438	110111161	DOC SHRED DEC22/JAN23	\$10.66
		02/17/2023	7438	110212122	DOC SHRED DEC22/JAN23	\$186.68
		02/17/2023	7438	470141483	DOC SHRED DEC22/JAN23	\$10.66
SHRED-IT USA					Total Check Amount:	\$208.00
V50697	SIGNARAMA OF ANAHEIM	02/17/2023	12440	110515143	WTR CONSERVATION SIGN	\$742.83
SIGNARAMA OF ANAHEIM					Total Check Amount:	\$742.83
V50698	SITEONE LANDSCAPE SUPPLY, LLC	02/17/2023	25942	110515143	IRRIGATION SUPPLIES	\$987.43
		02/17/2023	25942	360515145	IRRIG SUPPLS W/C PARK	\$817.41
		02/17/2023	25942	110515141	IRRIGATION SUPPLIES	\$476.73
		02/17/2023	25942	360515145	IRRIGATION SUPPLIES	\$303.75
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$2,585.32
V50699	SOOTHING ESCAPE MASSAGE LLC	02/17/2023	31650	110404215	MASSAGE THERAPY	\$167.40
SOOTHING ESCAPE MASSAGE LLC					Total Check Amount:	\$167.40
V50700	STATE INDUSTRIAL PRODUCTS	02/17/2023	8572	490515151	DRAIN ROCKET	\$374.32
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$374.32
V50701	STEVE A. FILARSKY, ATTORNEY-AT-LAW	02/17/2023	31186	470141483	LEGAL SVCS JAN 2023	\$175.00
STEVE A. FILARSKY, ATTORNEY-AT-LAW					Total Check Amount:	\$175.00
V50702	STEVEN ENTERPRISES, INC.	02/17/2023	26543	110515111	PLOTTER SUPPLIES	\$631.84
		02/17/2023	26543	110515171	PLOTTER SUPPLIES	\$884.23
STEVEN ENTERPRISES, INC.					Total Check Amount:	\$1,516.07
V50703	TENNIS ANYONE ACADEMY	02/17/2023	12688	110404145	TENNIS LESSONS	\$1,155.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,155.00
V50704	THOMSON REUTERS - WEST	02/17/2023	22020	110212121	CLR LAW ENF SUBSC DEC	\$535.34
THOMSON REUTERS - WEST					Total Check Amount:	\$535.34
V50705	TROPICAL PLAZA NURSERY, INC	02/17/2023	2062	110515143	GATEWAY CTR JAN 2023	\$1,438.50
		02/17/2023	2062	110515143	GATEWAY CTR DEC 2022	\$1,438.50
		02/17/2023	2062	345515112	MD#5 LANDSCAPE JAN23	\$2,726.85
		02/17/2023	2062	420515131	CITY RESERVOIRS JAN23	\$1,662.15
		02/17/2023	2062	345515112	MD#5 FALLEN BRANCH	\$422.00
		02/17/2023	2062	345515112	MD#5 LANDSCAPE DEC22	\$2,726.85
		02/17/2023	2062	420515131	CITY RESERVOIRS DEC22	\$1,662.15
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$12,077.00
V50706	LETICIA TRUJILLO	02/17/2023	22054	110404521	ZUMBA GOLD DEC/JAN	\$120.00
LETICIA TRUJILLO					Total Check Amount:	\$120.00
V50707	EDEN TURNER	02/17/2023	21951	110404215	BODY PUMP	\$196.00
EDEN TURNER					Total Check Amount:	\$196.00

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V50708	NATASHA UMRIGAR- MOLLA	02/17/2023	32097	110404215	YOGA	\$140.00
NATASHA UMRIGAR- MOLLA					Total Check Amount:	\$140.00
V50709	UNDERGROUND SERVICE ALERT/SC	02/17/2023	4537	420515131	DSB WTRDIST 2/1/2023	\$64.99
		02/17/2023	4537	420515131	UGTICKETS SEWER JAN23	\$374.00
		02/17/2023	4537	420515131	UGTICKETS WATER JAN23	\$192.00
		02/17/2023	4537	420515131	DSB FEE 2/1/2023	\$118.27
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$749.26
V50710	US BANK XX0338 CITY MGR	02/17/2023	24704	480515161	CALCARDS-012323	\$200.71
		02/17/2023	24704	110111143	CALCARDS-012323	\$2,934.54
		02/17/2023	24704	110111151	CALCARDS-012323	\$126.60
		02/17/2023	24704	110	CALCARDS-012323	\$158.53
		02/17/2023	24704	110111111	CALCARDS-012323	\$1,964.12
		02/17/2023	24704	110404311	CALCARDS-012323	\$126.60
US BANK XX0338 CITY MGR					Total Check Amount:	\$5,511.10
V50711	US BANK XX0312 HR	02/17/2023	24776	110141411	CAL CARDS HR-012323	\$393.01
		02/17/2023	24776	110141481	CAL CARDS HR-012323	\$52.18
		02/17/2023	24776	110	CAL CARDS HR-012323	\$10.99
US BANK XX0312 HR					Total Check Amount:	\$456.18
V50714	US BANK XX0593 COMM SVC	02/17/2023	24777	110	CALCARD-AR-012323	\$76.67
		02/17/2023	24777	110404213	CALCARD-NA-012323	\$242.19
		02/17/2023	24777	110111143	CALCARD-VC-012323	\$25.00
		02/17/2023	24777	110404211	CALCARD-HE-012323	\$167.58
		02/17/2023	24777	110404215	CALCARD-DA-012323	\$398.07
		02/17/2023	24777	110404311	CALCARD-AR-012323	\$1,459.93
		02/17/2023	24777	110404311	CALCARD-VC-012323	\$550.00
		02/17/2023	24777	110404425	CALCARD-SS-012323	\$257.74
		02/17/2023	24777	110404521	CALCARD-AM-012323	\$21.92
		02/17/2023	24777	110404521	CALCARD-FL-012323	\$1,573.20
		02/17/2023	24777	110404521	CALCARD-TT-012323	\$702.97
		02/17/2023	24777	110404523	CALCARD-JE-012323	\$17.25
		02/17/2023	24777	110404541	CALCARD-KC-012323	\$1,129.45
		02/17/2023	24777	110404154	CALCARD-JE-012323	\$44.55
		02/17/2023	24777	110404311	CALCARD-DA-012323	\$156.12
		02/17/2023	24777	110404311	CALCARD-KS-012323	\$697.40
		02/17/2023	24777	110404421	CALCARD-VC-012323	\$10.66
		02/17/2023	24777	110404424	CALCARD-TV-012323	\$312.45
		02/17/2023	24777	110404429	CALCARD-VU-012323	\$368.23

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V50714	US BANK XX0593 COMM SVC	02/17/2023	24777	110404542	CALCARD-EF-012323	\$1,446.87
		02/17/2023	24777	110404542	CALCARD-KH-012323	\$1,224.70
		02/17/2023	24777	110404217	CALCARD-VU-012323	\$285.43
		02/17/2023	24777	110404311	CALCARD-HE-012323	\$752.62
		02/17/2023	24777	110404311	CALCARD-JC-012323	\$58.16
		02/17/2023	24777	110404311	CALCARD-SM-012323	\$223.16
		02/17/2023	24777	110404429	CALCARD-MK-012323	\$388.25
		02/17/2023	24777	110404521	CALCARD-LG-012323	\$9.69
		02/17/2023	24777	110404521	CALCARD-RM-012323	\$353.41
		02/17/2023	24777	110404541	CALCARD-HB-012323	\$1,053.65
		02/17/2023	24777	110404542	CALCARD-HH-012323	\$1,196.64
		02/17/2023	24777	110404542	CALCARD-KK-012323	\$2,492.67
		02/17/2023	24777	181404250	CALCARD-DA-012323	\$1,291.83
		02/17/2023	24777	110404215	CALCARD-AC-012323	\$9.66
		02/17/2023	24777	110404311	CALCARD-CE-012323	\$238.16
		02/17/2023	24777	110404311	CALCARD-CH-012323	\$238.16
		02/17/2023	24777	110404523	CALCARD-DA-012323	\$28.50
US BANK XX0593 COMM SVC					Total Check Amount:	\$19,502.94
V50715	US BANK XX0502 COMM & MKTG	02/17/2023	24778	110111152	CALCARDS -012323	\$197.30
		02/17/2023	24778	110	CALCARDS -012323	\$48.48
		02/17/2023	24778	110111151	CALCARDS -012323	\$10.00
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$255.78
V50716	US BANK XX0353 COMM DEV	02/17/2023	24779	110	CALCARD -012323	(\$2.08)
		02/17/2023	24779	110323212	CALCARD -012323	\$359.15
		02/17/2023	24779	110323214	CALCARD -012323	\$59.24
		02/17/2023	24779	110323231	CALCARD -012323	\$1,153.89
		02/17/2023	24779	110323241	CALCARD -012323	\$551.24
		02/17/2023	24779	110515171	CALCARD -012323	\$98.45
US BANK XX0353 COMM DEV					Total Check Amount:	\$2,219.89
V50717	US BANK XX0270 ADMIN SVCS	02/17/2023	24781	490515151	CAL CARDS-012323	\$124.93
		02/17/2023	24781	110141431	CAL CARDS-012323	\$1,043.30
		02/17/2023	24781	110141414	CAL CARDS-012323	\$552.31
		02/17/2023	24781	110141441	CAL CARDS-012323	\$1,747.67
		02/17/2023	24781	110111161	CALCARDS-012323	\$1,683.26
		02/17/2023	24781	110141411	CAL CARDS-012323	\$339.08
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$5,490.55
V50718	US BANK XX0650 FIRE	02/17/2023	24782	110	CALCARDS - 012323	(\$11.52)

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V50718	US BANK XX0650 FIRE	02/17/2023	24782	110212111	CALCARDS - 012323	\$126.84
		02/17/2023	24782	110111143	CALCARDS - 012323	\$84.56
		02/17/2023	24782	110222231	CALCARDS-012323	\$312.47
		02/17/2023	24782	110323212	CALCARDS - 012323	\$42.29
		02/17/2023	24782	110222211	CALCARDS - 012323	\$101.77
		02/17/2023	24782	110404311	CALCARDS - 012323	\$84.56
		02/17/2023	24782	110515111	CALCARDS - 012323	\$42.29
		02/17/2023	24782	110141411	CALCARDS - 012323	\$84.56
		02/17/2023	24782	110222211	CALCARDS-012323	\$738.50
		02/17/2023	24782	110222213	CALCARDS-012323	\$283.28
		02/17/2023	24782	110222221	CALCARDS-012323	\$2,538.43
		02/17/2023	24782	110222223	CALCARDS-012323	\$253.53
		02/17/2023	24782	480515161	CALCARDS - 012323	\$127.24
US BANK XX0650 FIRE					Total Check Amount:	\$4,808.80
V50719	US BANK XX0346 IT	02/17/2023	24783	110	CALCARDS IT-012323	\$6.99
		02/17/2023	24783	110515125	CALCARDS IT-012323	\$289.11
		02/17/2023	24783	110212111	CALCARDS IT-012323	\$492.21
		02/17/2023	24783	280323215	CALCARDS IT-012323	\$25.00
		02/17/2023	24783	110111111	CALCARDS IT-012323	\$206.82
		02/17/2023	24783	110141411	CALCARDS IT-012323	\$61.41
		02/17/2023	24783	460141474	CALCARDS IT-012323	\$456.70
		02/17/2023	24783	110222223	CALCARDS IT-012323	\$145.46
		02/17/2023	24783	110404521	CALCARDS IT-012323	\$144.95
		02/17/2023	24783	475141471	CALCARDS IT-012323	\$3,282.32
US BANK XX0346 IT					Total Check Amount:	\$5,110.97
V50721	US BANK XX0221 PW	02/17/2023	24784	110212121	CALCARDS 012323	\$87.58
		02/17/2023	24784	110515141	CALCARDS 012323	\$759.31
		02/17/2023	24784	110515143	CALCARDS 012323	\$110.64
		02/17/2023	24784	360515145	CALCARDS 012323	\$132.96
		02/17/2023	24784	430515123	CALCARDS 012323	\$103.40
		02/17/2023	24784	110515121	CALCARDS 012323	\$232.51
		02/17/2023	24784	110515148	CALCARDS 012323	\$44.74
		02/17/2023	24784	480515161	CALCARDS 012323	\$6,889.86
		02/17/2023	24784	110141481	CALCARDS 012323	\$70.53
		02/17/2023	24784	420515131	CALCARDS 012323	\$1,408.95
		02/17/2023	24784	490515151	CALCARDS 012323	\$2,105.61
US BANK XX0221 PW					Total Check Amount:	\$11,946.09

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V50723	US BANK XX0544 POLICE	02/17/2023	24785	110212122	CAL CARDS 1/22/23	\$188.01
		02/17/2023	24785	110212131	CAL CARDS 1/22/23	\$1,152.82
		02/17/2023	24785	110212134	CAL CARDS 1/22/23	\$344.67
		02/17/2023	24785	480515161	CAL CARDS 1/22/23	\$769.04
		02/17/2023	24785	110212111	CAL CARDS 1/22/23	\$9,371.74
		02/17/2023	24785	110212133	CAL CARDS 1/22/23	\$183.41
		02/17/2023	24785	110212141	CAL CARDS 1/22/23	\$1,342.11
		02/17/2023	24785	110	CAL CARDS 1/22/23	(\$39.04)
		02/17/2023	24785	110111143	CAL CARDS 1/22/23	\$739.58
		02/17/2023	24785	110212121	CAL CARDS 1/22/23	\$610.99
		02/17/2023	24785	110212132	CAL CARDS 1/22/23	\$97.84
		02/17/2023	24785	231212141	CAL CARDS 1/22/23	\$543.68
US BANK XX0544 POLICE					Total Check Amount:	\$15,304.85
V50724	US BANK XX3401 PW- ADMIN	02/17/2023	24786	410515132	CALCARDS 012323	\$222.26
		02/17/2023	24786	110515111	CALCARDS 012323	\$831.24
		02/17/2023	24786	110515171	CALCARDS 012323	\$63.19
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$1,116.69
V50725	FRANCESCA GIULIANA VIVANTI	02/17/2023	32128	110515111	MILEAGE JAN 2023	\$18.34
FRANCESCA GIULIANA VIVANTI					Total Check Amount:	\$18.34
V50726	WEST COAST SAND & GRAVEL, INC.	02/17/2023	11519	420515131	SAND AND BASE	\$1,210.76
WEST COAST SAND & GRAVEL, INC.					Total Check Amount:	\$1,210.76
V50727	WESTCOAST SHIRTWORKS, INC.	02/17/2023	22572	110515111	DEPARTMENT APPAREL	\$290.93
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$290.93
V50728	WESTERN GOLF PROPERTIES, LLC	02/17/2023	29071	465000000	BREA CREEK S/TX JAN23	\$660.47
		02/17/2023	29071	465515149	BIRCH HLLS MGMT JAN23	\$146,981.25
		02/17/2023	29071	465515149	BREA CREEK CGS JAN23	\$4,410.72
		02/17/2023	29071	465000000	BIRCH HLLS S/TX JAN23	\$2,159.57
		02/17/2023	29071	465000000	BIRCH HLLS TIPS JAN23	\$3,066.57
		02/17/2023	29071	465515149	BREA CREEK MGMT JAN23	\$60,542.30
		02/17/2023	29071	465515149	BIRCH HILLS CGS JAN23	\$8,219.95
WESTERN GOLF PROPERTIES, LLC					Total Check Amount:	\$226,040.83
V50729	WILLIAMS PIPELINE CONTRACTORS INC	02/17/2023	31528	510707322	C.H.ST/WTR-ACCEPTANCE	\$195,368.79
WILLIAMS PIPELINE CONTRACTORS INC					Total Check Amount:	\$195,368.79
V50730	SARA L. WOODWARD	02/17/2023	26083	110212122	MILEAGE JAN 2023	\$102.05
SARA L. WOODWARD					Total Check Amount:	\$102.05
V50731	REBECCA YOUNT	02/17/2023	31473	110404215	SILVER SNEAKERS	\$84.00
REBECCA YOUNT					Total Check Amount:	\$84.00

City Disbursement Register

Between Feb 13, 2023 12:00 AM and Feb 17, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
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Voucher Subtotal **\$758,911.55**

TOTAL \$856,669.75

City Disbursement Register

Between Feb 20, 2023 12:00 AM and Feb 24, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192153	ARDURRA GROUP, INC.	02/24/2023	29147	110000000	PLAN CHECK SVCS AUG22	\$32.00
		02/24/2023	29147	110000000	PLAN CHECK SVCS NOV22	\$160.00
		02/24/2023	29147	510707631	PROF ENGG SVCS DEC22	\$807.50
		02/24/2023	29147	510707631	PROF ENGG SVCS JAN23	\$902.50
		02/24/2023	29147	510707633	PROF ENGG SVCS DEC22	\$807.50
		02/24/2023	29147	510707329	PROF ENGG SVCS DEC22	\$570.00
		02/24/2023	29147	510707329	PROF ENGG SVCS JAN23	\$976.15
		02/24/2023	29147	510707466	PROF ENGG SVCS JAN23	\$950.00
		02/24/2023	29147	510707609	PROF ENGG SVCS DEC22	\$807.50
		02/24/2023	29147	510707633	PROF ENGG SVCS JAN23	\$902.50
		02/24/2023	29147	84051517P	PLAN CHECK SVCS OCT22	\$382.50
		02/24/2023	29147	84051517P	PLAN CHECK SVCS SEP22	\$382.50
		02/24/2023	29147	510707466	PROF ENGG SVCS DEC22	\$760.00
		02/24/2023	29147	510707609	PROF ENGG SVCS JAN23	\$950.00
		02/24/2023	29147	510707626	PROF ENGG SVCS DEC22	\$807.50
		02/24/2023	29147	84051517P	PLAN CHECK SVCS AUG22	\$153.00
		02/24/2023	29147	110000000	PLAN CHECK SVCS OCT22	\$80.00
		02/24/2023	29147	110000000	PLAN CHECK SVCS SEP22	\$80.00
		02/24/2023	29147	510707479	PROF ENGG SVCS DEC22	\$776.25
		02/24/2023	29147	510707479	PROF ENGG SVCS JAN23	\$950.00
		02/24/2023	29147	510707626	PROF ENGG SVCS JAN23	\$950.00
		02/24/2023	29147	84051517P	PLAN CHECK SVCS NOV22	\$765.00
ARDURRA GROUP, INC.						Total Check Amount:
						\$13,952.40
192154	KARA VON ASCHWEGE	02/24/2023	31508	110404542	GG23 ACTOR	\$300.00
KARA VON ASCHWEGE						Total Check Amount:
						\$300.00
192155	MADISON AVEY	02/24/2023	31974	110404542	GG23 SPOTLIGHT OPER	\$500.00
MADISON AVEY						Total Check Amount:
						\$500.00
192156	BANDERA ESTATES PARTNERSHIP	02/24/2023	29390	270323218	SENIOR SUBSIDY MAR23	\$254.00
BANDERA ESTATES PARTNERSHIP						Total Check Amount:
						\$254.00
192157	ALLISON AOUN BERTRAM	02/24/2023	27212	110404542	GG23 ACTOR	\$300.00
ALLISON AOUN BERTRAM						Total Check Amount:
						\$300.00
192158	KELSIE M. BLACKWELL	02/24/2023	29165	110404542	GG23 CHOREOGRAPHER	\$1,500.00
KELSIE M. BLACKWELL						Total Check Amount:
						\$1,500.00
192159	JEFFREY BURNETT	02/24/2023	32150	110404542	GG23 ACTOR	\$300.00
JEFFREY BURNETT						Total Check Amount:
						\$300.00
192160	CALIF CLETS USERS GROUP (CCUG)	02/24/2023	23083	110212133	2023 CCUG MEMB	\$125.00
CALIF CLETS USERS GROUP (CCUG)						Total Check Amount:
						\$125.00
192161	CHARTER COMMUNICATIONS	02/24/2023	31694	110111143	CABLE CHGS FEB 2023	\$34.52

City Disbursement Register

Between Feb 20, 2023 12:00 AM and Feb 24, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192161	CHARTER COMMUNICATIONS	02/24/2023	31694	110323212	CABLE CHGS FEB 2023	\$86.80
		02/24/2023	31694	110404211	CABLE CHGS FEB 2023	\$230.04
		02/24/2023	31694	420515131	CABLE CHGS FEB 2023	\$272.06
		02/24/2023	31694	490515151	CABLE CHGS FEB 2023	\$17.77
		02/24/2023	31694	110111151	CABLE CHGS FEB 2023	\$69.03
		02/24/2023	31694	110111161	CABLE CHGS FEB 2023	\$17.77
		02/24/2023	31694	110222211	CABLE CHGS FEB 2023	\$71.06
		02/24/2023	31694	110404311	CABLE CHGS FEB 2023	\$17.77
		02/24/2023	31694	110212111	CABLE CHGS FEB 2023	\$384.69
		02/24/2023	31694	110404521	CABLE CHGS FEB 2023	\$38.66
		02/24/2023	31694	110141481	CABLE CHGS FEB 2023	\$17.77
CHARTER COMMUNICATIONS					Total Check Amount:	\$1,257.94
192162	KATHERINE CHATMAN	02/24/2023	32137	110404542	GG23 ACTOR	\$300.00
KATHERINE CHATMAN					Total Check Amount:	\$300.00
192163	CITY OF BREA - WATER DEPT	02/24/2023	2039	490515151	WATER 12/8-1/26	\$238.98
		02/24/2023	2039	490515151	TO CORR SEPT22 CHGS	(\$39,713.61)
		02/24/2023	2039	110515141	WATER 9/7-10/8	\$39,713.61
CITY OF BREA - WATER DEPT					Total Check Amount:	\$238.98
192165	CITY OF BREA - WATER DEPT	02/24/2023	2039	110404422	WATER 12/7-1/25	\$1,075.75
		02/24/2023	2039	110515141	WATER 12/7-1/25	\$13,157.17
		02/24/2023	2039	341515112	WATER 12/7-1/25	\$211.99
		02/24/2023	2039	345515112	WATER 12/7-1/25	\$1,096.57
		02/24/2023	2039	347515112	WATER 12/7-1/25	\$253.68
		02/24/2023	2039	360515145	WATER 12/7-1/25	\$1,205.95
		02/24/2023	2039	110515143	WATER 12/7-1/25	\$9,105.09
		02/24/2023	2039	110515148	WATER 12/7-1/25	\$2,385.38
		02/24/2023	2039	361515143	WATER 12/7-1/25	\$77.89
		02/24/2023	2039	430515123	WATER 12/7-1/25	\$192.33
		02/24/2023	2039	343515112	WATER 12/7-1/25	\$763.88
		02/24/2023	2039	361515148	WATER 12/7-1/25	\$119.58
		02/24/2023	2039	420515131	WATER 12/7-1/25	\$182.65
		02/24/2023	2039	490515151	WATER 12/7-1/25	\$3,220.85
		02/24/2023	2039	110404521	WATER 12/7-1/25	\$358.77
		02/24/2023	2039	346515112	WATER 12/7-1/25	\$1,377.06
		02/24/2023	2039	360515147	WATER 12/7-1/25	\$119.58
CITY OF BREA - WATER DEPT					Total Check Amount:	\$34,904.17
192166	CITY OF CYPRESS	02/24/2023	32161	960000000	OCCMA DINNER 2/8/23	\$5,507.66

City Disbursement Register

Between Feb 20, 2023 12:00 AM and Feb 24, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192166	CITY OF CYPRESS	02/24/2023	32161	960000000	REIMB:AMAZON PURCH	\$9.69
CITY OF CYPRESS						Total Check Amount: \$5,517.35
192167	CIVILTEC ENGINEERING INC.	02/24/2023	2581	510707462	PROF SVCS THRU 10/28	\$575.50
		02/24/2023	2581	510707475	CCYN BP#2 SEPT 2022	\$6,290.00
		02/24/2023	2581	510707462	PROF SVCS THRU 9/30	\$11,980.00
		02/24/2023	2581	510707631	PROF SVCS DEC 2022	\$3,723.55
CIVILTEC ENGINEERING INC.						Total Check Amount: \$22,569.05
192168	COUNTY OF ORANGE	02/24/2023	4799	110212131	ANIMAL CARE OCT-DEC22	\$60,230.66
COUNTY OF ORANGE						Total Check Amount: \$60,230.66
192169	WILLIAM RUSSEL CRISP	02/24/2023	32148	110404542	GG23 ACTOR	\$300.00
WILLIAM RUSSEL CRISP						Total Check Amount: \$300.00
192170	CT&T CONCRETE PAVING, INC.	02/24/2023	28593	510707322	REM/REPL SIDEWALK	\$15,000.00
CT&T CONCRETE PAVING, INC.						Total Check Amount: \$15,000.00
192171	STACEY ALEJANDRA DE LUNA	02/24/2023	32155	110404542	GG23 DRESSER	\$700.00
STACEY ALEJANDRA DE LUNA						Total Check Amount: \$700.00
192172	DEPARTMENT OF JUSTICE	02/24/2023	13406	110141481	FINGERPRNT APPS JAN23	\$697.00
DEPARTMENT OF JUSTICE						Total Check Amount: \$697.00
192173	DEPARTMENT OF TRANSPORTATION	02/24/2023	13722	510707251	57/LMBRT 12-768 NOV22	\$6,319.99
DEPARTMENT OF TRANSPORTATION						Total Check Amount: \$6,319.99
192174	DEPARTMENT OF TRANSPORTATION	02/24/2023	13722	510707251	57/LMBRT 12-771 NOV22	\$6,653.88
DEPARTMENT OF TRANSPORTATION						Total Check Amount: \$6,653.88
192175	JACLYN DIBENEDETTO	02/24/2023	32149	110404542	GG23 MAKEUP DESIGNER	\$750.00
JACLYN DIBENEDETTO						Total Check Amount: \$750.00
192176	KELLY B. DREYER	02/24/2023	32153	110404542	GG23 DRESSER	\$700.00
KELLY B. DREYER						Total Check Amount: \$700.00
192177	EBS GENERAL ENGINEERING	02/24/2023	32142	840000000	DEVELOPER FEE REFUND	\$1,876.50
EBS GENERAL ENGINEERING						Total Check Amount: \$1,876.50
192178	SOUTHERN CALIFORNIA EDISON	02/24/2023	3343	110515121	ELECTRICITY JAN/FEB23	\$1,939.79
		02/24/2023	3343	110515148	ELECTRICITY JAN/FEB23	\$125.99
		02/24/2023	3343	490515151	ELECTRICITY JAN/FEB23	\$7,825.25
SOUTHERN CALIFORNIA EDISON						Total Check Amount: \$9,891.03
192179	CHRIS FARREN	02/24/2023	27189	110404311	OIL MSM CERT OF RECOG	\$309.00
CHRIS FARREN						Total Check Amount: \$309.00
192180	FRONTIER COMMUNICATIONS	02/24/2023	26183	420515131	5621821023 2/7-3/6	\$63.42
FRONTIER COMMUNICATIONS						Total Check Amount: \$63.42
192181	FRANCIS GERARD BUSA GACAD	02/24/2023	31521	110404542	GG23 ACTOR	\$450.00
FRANCIS GERARD BUSA GACAD						Total Check Amount: \$450.00
192182	GALVEZ QUALITY AUTO GLASS	02/24/2023	27010	480515161	WINDSHIELD REPAIR	\$335.00

City Disbursement Register

Between Feb 20, 2023 12:00 AM and Feb 24, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$335.00
192183	THE GAS COMPANY	02/24/2023	3749	420515131	GAS JAN/FEB 2023	\$22.07
		02/24/2023	3749	490515151	GAS JAN/FEB 2023	\$22,762.37
THE GAS COMPANY					Total Check Amount:	\$22,784.44
192184	PETER GRANT	02/24/2023	32160	960000000	OCCMA REIMB 1-23-2023	\$923.75
PETER GRANT					Total Check Amount:	\$923.75
192185	MACKENZIE GREINER	02/24/2023	32145	110404542	GG23 ACTOR	\$300.00
MACKENZIE GREINER					Total Check Amount:	\$300.00
192186	HERITAGE PLAZA	02/24/2023	29392	270323218	SENIOR SUBSIDY MAR23	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
192187	HOLLYDALE MOBILE ESTATES	02/24/2023	29393	270323218	SENIOR SUBSIDY MAR23	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
192188	STEPHEN HULSEY	02/24/2023	28065	110404542	GG23 MUSIC DIRECTOR	\$1,500.00
STEPHEN HULSEY					Total Check Amount:	\$1,500.00
192189	ANTHONY KLINNER	02/24/2023	32004	110404542	GG23 ACTOR	\$300.00
ANTHONY KLINNER					Total Check Amount:	\$300.00
192190	ALFONS KUNZE	02/24/2023	17789	110	CSU FF REPL 2-15-2023	\$550.00
ALFONS KUNZE					Total Check Amount:	\$550.00
192191	LAKE PARK BREA LP	02/24/2023	5289	270323218	SENIOR SUBSIDY MAR23	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
192192	LANGUAGE LINE SERVICES	02/24/2023	19704	110212133	INTERPRETATION JAN23	\$13.16
LANGUAGE LINE SERVICES					Total Check Amount:	\$13.16
192193	LEAGUE OF CALIFORNIA CITIES	02/24/2023	1129	110111145	2023 CAL CITIES MEMB	\$16,971.00
LEAGUE OF CALIFORNIA CITIES					Total Check Amount:	\$16,971.00
192194	LIEBERT CASSIDY WHITMORE	02/24/2023	2489	110141481	2023 ERCMEMB+PREMSUBS	\$4,545.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$4,545.00
192195	LIFTGATE SERVICE	02/24/2023	31985	480515161	LIFTGATE INSTALL	\$4,240.25
LIFTGATE SERVICE					Total Check Amount:	\$4,240.25
192196	LINSCOTT, LAW & GREENSPAN ENGINEERS	02/24/2023	29408	840141412	TFC ENGG SVCS AUG22	\$1,100.00
		02/24/2023	29408	840141412	TFC ENGG SVCS OCT22	\$3,789.50
		02/24/2023	29408	840141412	TFC ENGG SVCS SEPT22	\$220.00
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$5,109.50
192197	LU'S LIGHTHOUSE, INC.	02/24/2023	28330	480515161	BACK UP ALARMS	\$175.75
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$175.75
192198	DAHNA LANE MALHEIM	02/24/2023	31519	110404542	GG23 ACTOR	\$300.00
DAHNA LANE MALHEIM					Total Check Amount:	\$300.00
192199	MARIPOSA LANDSCAPES, INC.	02/24/2023	27959	110515148	SPRAY - TRACKS S2, S3	\$2,919.06
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$2,919.06

City Disbursement Register

Between Feb 20, 2023 12:00 AM and Feb 24, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192200	JEFF MEMPIN	02/24/2023	20561	110404542	GG23 ACTOR	\$300.00
JEFF MEMPIN					Total Check Amount:	\$300.00
192201	MELISSA MEZA	02/24/2023	32156	110404542	GG23 DRESSER	\$500.00
MELISSA MEZA					Total Check Amount:	\$500.00
192202	MISSIONSQUARE RETIREMENT	02/24/2023	32141	150141482	RHS ACCT FEE OCT-DEC	\$1,456.25
MISSIONSQUARE RETIREMENT					Total Check Amount:	\$1,456.25
192203	NEON ONE - ARTS PEOPLE	02/24/2023	31922	110404542	TICKET FEES JAN 2023	\$671.50
NEON ONE - ARTS PEOPLE					Total Check Amount:	\$671.50
192204	ODP BUSINESS SOLUTIONS, LLC	02/24/2023	31709	110212121	OFFICE SUPPLIES	\$483.76
ODP BUSINESS SOLUTIONS, LLC					Total Check Amount:	\$483.76
192205	ORANGE VILLA SENIOR APARTMENTS	02/24/2023	29394	270323218	SENIOR SUBSIDY MAR23	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
192206	HAILEY PERKINS	02/24/2023	32143	110404542	GG23 ACTOR	\$500.00
HAILEY PERKINS					Total Check Amount:	\$500.00
192207	TARA PITT	02/24/2023	22990	110404542	GG23 ASST DIRECTOR	\$1,000.00
TARA PITT					Total Check Amount:	\$1,000.00
192208	PRES-TECH EQUIPMENT COMPANY	02/24/2023	26160	480515161	PUMP REPAIR	\$2,439.00
PRES-TECH EQUIPMENT COMPANY					Total Check Amount:	\$2,439.00
192209	PUENTE HILLS FORD	02/24/2023	25742	480515161	COIL PACK	\$150.56
		02/24/2023	25742	480515161	THROTTLE BODY	\$62.51
		02/24/2023	25742	480515161	CORE CREDIT	(\$76.65)
		02/24/2023	25742	480515161	BRAKE PARTS	\$306.61
PUENTE HILLS FORD					Total Check Amount:	\$443.03
192210	CHRISTOPHER RUSSO	02/24/2023	32147	110404542	GG23 ACTOR	\$750.00
CHRISTOPHER RUSSO					Total Check Amount:	\$750.00
192211	LAUREN SHOEMAKER	02/24/2023	32154	110404542	GG23 STAGE MANAGER	\$1,200.00
LAUREN SHOEMAKER					Total Check Amount:	\$1,200.00
192212	LYNDSEY STRADWICK	02/24/2023	32151	110404542	GG23 SPOTLIGHT OPER	\$500.00
LYNDSEY STRADWICK					Total Check Amount:	\$500.00
192213	STREAMLINE AUTOMATION SYSTEMS, LLC	02/24/2023	32079	110222221	STRMLN LIC/CLOUD/TRNG	\$12,348.64
STREAMLINE AUTOMATION SYSTEMS, LLC					Total Check Amount:	\$12,348.64
192214	TAPCO, INC.	02/24/2023	32022	510707218	LAMBRT/BREA INT SIGNS	\$21,144.11
TAPCO, INC.					Total Check Amount:	\$21,144.11
192215	TESLA, INC	02/24/2023	24316	240515111	EV CHARGERS DTPS2	\$96,000.00
TESLA, INC					Total Check Amount:	\$96,000.00
192216	GABRIELLE TRESLER	02/24/2023	31517	110404542	GG23 ACTOR	\$300.00
GABRIELLE TRESLER					Total Check Amount:	\$300.00
192217	TRIPEPI SMITH	02/24/2023	26728	960000000	OCCMA DINNER FLYERS	\$65.08

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
TRIEPEI SMITH						Total Check Amount:
						\$65.08
192218	UNIFIRST CORPORATION	02/24/2023	27988	361515148	UNIFORM SVCS JAN 2023	\$11.19
		02/24/2023	27988	420515131	UNIFORM SVCS JAN 2023	\$155.34
		02/24/2023	27988	430515123	UNIFORM SVCS JAN 2023	\$41.16
		02/24/2023	27988	440515126	UNIFORM SVCS JAN 2023	\$10.68
		02/24/2023	27988	490515151	UNIFORM SVCS JAN 2023	\$200.64
		02/24/2023	27988	110515125	UNIFORM SVCS JAN 2023	\$24.60
		02/24/2023	27988	360515145	UNIFORM SVCS JAN 2023	\$23.12
		02/24/2023	27988	110515143	UNIFORM SVCS JAN 2023	\$20.28
		02/24/2023	27988	110515148	UNIFORM SVCS JAN 2023	\$11.19
		02/24/2023	27988	480515161	UNIFORM SVCS JAN 2023	\$125.32
		02/24/2023	27988	110515121	UNIFORM SVCS JAN 2023	\$42.76
		02/24/2023	27988	110515141	UNIFORM SVCS JAN 2023	\$90.98
		02/24/2023	27988	110515144	UNIFORM SVCS JAN 2023	\$49.88
UNIFIRST CORPORATION						Total Check Amount:
						\$807.14
192219	CF UNITED LLC	02/24/2023	30700	480515161	CARWASHES DEC 2022	\$145.60
CF UNITED LLC						Total Check Amount:
						\$145.60
192220	VIDO SAMARZICH, INC	02/24/2023	22565	510707466	PROG PYMT #7 DEC 2022	\$307,395.78
		02/24/2023	22565	510707454	PROG PYMT #7 DEC 2022	\$199,975.00
VIDO SAMARZICH, INC						Total Check Amount:
						\$507,370.78
192221	WAYNE ELECTRIC CO.	02/24/2023	15062	480515161	ALTERNATOR	\$755.21
WAYNE ELECTRIC CO.						Total Check Amount:
						\$755.21
192222	ALEXANDRA WESEVICH	02/24/2023	32152	110404542	GG23 DRESSER	\$700.00
ALEXANDRA WESEVICH						Total Check Amount:
						\$700.00
192223	DR. ROBERT L. WILKINSON	02/24/2023	19024	110141481	DOT PHYSICALS JAN23	\$155.00
DR. ROBERT L. WILKINSON						Total Check Amount:
						\$155.00
192224	XEROX CORPORATION	02/24/2023	3349	110141441	PRINT CHARGES: DEC22	\$1,058.90
		02/24/2023	3349	110141441	PROD CLRCPR/PRNTR DEC	\$546.38
XEROX CORPORATION						Total Check Amount:
						\$1,605.28
192225	KALINDA YOUNGER	02/24/2023	32146	110404542	GG23 ACTOR	\$500.00
KALINDA YOUNGER						Total Check Amount:
						\$500.00
192226	PAUL JACKSON ZELHART	02/24/2023	32144	110404542	GG23 ACTOR	\$750.00
PAUL JACKSON ZELHART						Total Check Amount:
						\$750.00
Check Subtotal						\$901,087.66
V50732	ACTIVE NETWORK, LLC.	02/24/2023	14295	110	AN-CHARGEBACK-LOSS	\$220.00
ACTIVE NETWORK, LLC.						Total Check Amount:
						\$220.00
V50733	ALTERNATIVE HOSE, INC.	02/24/2023	18488	480515161	HOSE ASSEMBLY	\$415.34

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ALTERNATIVE HOSE, INC.						Total Check Amount: \$415.34
V50734	AVCOGAS PROPANE SALES & SERVICES	02/24/2023	22047	480515161	PROPANE 285.3 GALS	\$903.87
AVCOGAS PROPANE SALES & SERVICES						Total Check Amount: \$903.87
V50735	BEST LAWN MOWER SERVICE	02/24/2023	16230	480515161	CHAINS/BLADES	\$934.04
		02/24/2023	16230	480515161	BLOWERS	\$2,294.85
BEST LAWN MOWER SERVICE						Total Check Amount: \$3,228.89
V50736	BREA AUTO SERVICE	02/24/2023	12780	480515161	A/C REPAIR	\$640.36
BREA AUTO SERVICE						Total Check Amount: \$640.36
V50737	BREA DISPOSAL, INC	02/24/2023	3330	440515122	REFUSE COLLECTN JAN23	\$184,173.55
BREA DISPOSAL, INC						Total Check Amount: \$184,173.55
V50738	CALIFORNIA DOMESTIC WATER CO	02/24/2023	3388	420515131	CAL DOM SHARES (112)	\$1,708,000.00
CALIFORNIA DOMESTIC WATER CO						Total Check Amount: \$1,708,000.00
V50739	CALIFORNIA HEALTH & SAFETY INC.	02/24/2023	15491	110222221	FIT TESTING	\$2,205.00
CALIFORNIA HEALTH & SAFETY INC.						Total Check Amount: \$2,205.00
V50740	CDW GOVERNMENT INC.	02/24/2023	18205	475141471	23/24FORTINETANALYZER	\$951.52
		02/24/2023	18205	475141471	23/24FORTINETFIREWALL	\$14,178.77
CDW GOVERNMENT INC.						Total Check Amount: \$15,130.29
V50741	COLONIAL LIFE PROCESSING CENTER	02/24/2023	26071	110	ACCIDENT INS JAN23	\$3,791.42
		02/24/2023	26071	110	CANCER INS JAN23	\$3,253.84
		02/24/2023	26071	110	HOSPITAL INS JAN23	\$661.30
		02/24/2023	26071	110	CRIT ILLNSS INS JAN23	\$1,448.24
		02/24/2023	26071	110	S/T DISAB INS JAN23	\$5,507.36
COLONIAL LIFE PROCESSING CENTER						Total Check Amount: \$14,662.16
V50742	CORELOGIC	02/24/2023	25542	280323215	REAL EST LISTNG JAN23	\$185.00
CORELOGIC						Total Check Amount: \$185.00
V50743	CORONA CLAY COMPANY	02/24/2023	3707	110515141	INFIELD MIX	\$1,542.19
CORONA CLAY COMPANY						Total Check Amount: \$1,542.19
V50744	CSG CONSULTANTS	02/24/2023	25540	110000000	PLAN CHECK SVCS JAN23	\$922.50
		02/24/2023	25540	84032324P	PLAN CHECK SVCS JAN23	\$11,890.00
CSG CONSULTANTS						Total Check Amount: \$12,812.50
V50745	DANIELS TIRE SERVICE	02/24/2023	3133	480515161	TIRES	\$1,366.94
DANIELS TIRE SERVICE						Total Check Amount: \$1,366.94
V50746	ECONOLITE SYSTEMS, INC.	02/24/2023	27147	110515121	MO. SIGNAL MNT JAN23	\$3,147.43
		02/24/2023	27147	110515121	E/O SIGNAL MNT JAN23	\$5,483.87
		02/24/2023	27147	110515121	R+R POWER CABINET	\$2,121.37
ECONOLITE SYSTEMS, INC.						Total Check Amount: \$10,752.67
V50747	ELLIOT AUTO SUPPLY CO., INC.	02/24/2023	3504	480515161	WIPERS	\$265.57
ELLIOT AUTO SUPPLY CO., INC.						Total Check Amount: \$265.57

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V50748	EQUIPMENT DIRECT INC	02/24/2023	4522	110515143	SAFETY EQUIPMENT	\$132.91
EQUIPMENT DIRECT INC					Total Check Amount:	\$132.91
V50749	FLEET SERVICES	02/24/2023	5658	480515161	SENSOR	\$179.27
		02/24/2023	5658	480515161	ELBOWS	\$109.41
FLEET SERVICES					Total Check Amount:	\$288.68
V50750	FUSCOE ENGINEERING, INC.	02/24/2023	18052	410515132	NPDES S/W SVC JAN23	\$3,568.75
		02/24/2023	18052	840141412	WQMP PLAN CHECK NOV22	\$902.00
		02/24/2023	18052	840141412	WQMP PLAN CHECK OCT22	\$99.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$4,569.75
V50751	RAY GONZALEZ	02/24/2023	31019	110404424	REFEREE FEE 2/13/2023	\$102.00
RAY GONZALEZ					Total Check Amount:	\$102.00
V50752	HAAKER EQUIPMENT CO.	02/24/2023	4297	480515161	SWIVEL/COUPLER	\$160.57
HAAKER EQUIPMENT CO.					Total Check Amount:	\$160.57
V50753	GABRIEL HANNAH	02/24/2023	17533	110404424	REFEREE FEE 2/13/2023	\$102.00
GABRIEL HANNAH					Total Check Amount:	\$102.00
V50754	WESLEY HUANG	02/24/2023	26144	110212111	RADAR/LASER OPER TRNG	\$32.00
WESLEY HUANG					Total Check Amount:	\$32.00
V50755	INLAND ROUND BALL OFFICIALS INC.	02/24/2023	31906	110404424	REFEREE FEE 2/9 2/13	\$370.00
INLAND ROUND BALL OFFICIALS INC.					Total Check Amount:	\$370.00
V50756	MICHAEL ARTHUR JANETZKE	02/24/2023	31661	110212111	INTERVIEW+INTERROGATN	\$40.00
MICHAEL ARTHUR JANETZKE					Total Check Amount:	\$40.00
V50757	JONATHAN INFANTE	02/24/2023	24628	110404542	GG23 DIRECTOR/CO. MGR	\$2,500.00
JONATHAN INFANTE					Total Check Amount:	\$2,500.00
V50758	KELLY SPICERS STORES	02/24/2023	31267	110141441	PAPER	\$150.03
KELLY SPICERS STORES					Total Check Amount:	\$150.03
V50759	KEYSER MARSTON ASSOCIATES, INC.	02/24/2023	25482	84032323E	HSG RESEARCH JAN 2023	\$840.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$840.00
V50760	KIMLEY-HORN AND ASSOCIATES, INC.	02/24/2023	26302	510707306	57/IMP TFCSTUDY DEC22	\$1,373.32
KIMLEY-HORN AND ASSOCIATES, INC.					Total Check Amount:	\$1,373.32
V50761	KME FIRE APPARATUS	02/24/2023	13369	480515161	ELBOW-AIR CLEANER	\$509.98
KME FIRE APPARATUS					Total Check Amount:	\$509.98
V50762	LEHR	02/24/2023	26035	480515161	ACCTCODE CORR TO 4262	(\$1,482.92)
		02/24/2023	26035	480515161	LIGHT BAR	\$243.84
		02/24/2023	26035	480515161	LIGHTBAR SWAPOUT#2108	\$1,482.92
LEHR					Total Check Amount:	\$243.84
V50763	LEXISNEXIS RISK SOLUTIONS	02/24/2023	32131	110212121	2023 DORS LIC/MNT	\$13,020.00
LEXISNEXIS RISK SOLUTIONS					Total Check Amount:	\$13,020.00
V50764	LIFE-ASSIST, INC.	02/24/2023	10530	174222222	PM SUPPLIES FS1	\$126.32

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LIFE-ASSIST, INC.						Total Check Amount: \$126.32
V50765	LINEGEAR	02/24/2023	23894	110222231	DFM UNIFORMS	\$1,184.71
LINEGEAR						Total Check Amount: \$1,184.71
V50766	LONG BEACH BMW	02/24/2023	18120	480515161	WINDSHIELD/BATTERY	\$548.71
		02/24/2023	18120	480515161	WINDSHIELD	\$240.80
LONG BEACH BMW						Total Check Amount: \$789.51
V50767	LOS ANGELES TRUCK CENTERS, LLC	02/24/2023	7300	480515161	VALVES	\$34.78
LOS ANGELES TRUCK CENTERS, LLC						Total Check Amount: \$34.78
V50768	ELIZABETH A. LUSK	02/24/2023	16911	110212111	911 GOES TO WASHINGTON	\$104.00
ELIZABETH A. LUSK						Total Check Amount: \$104.00
V50769	MAR-CO EQUIPMENT COMPANY	02/24/2023	20329	480515161	TUBES/BROOMS	\$1,043.36
MAR-CO EQUIPMENT COMPANY						Total Check Amount: \$1,043.36
V50770	TINA M MEYER	02/24/2023	12786	110212133	MILEAGE JAN 2023	\$37.33
		02/24/2023	12786	110212111	911 GOES TO WASHINGTON	\$104.00
TINA M MEYER						Total Check Amount: \$141.33
V50771	MICHAEL BAKER INTERNATIONAL, INC.	02/24/2023	31634	110323231	PROF SVCS THRU 1/31	\$510.00
MICHAEL BAKER INTERNATIONAL, INC.						Total Check Amount: \$510.00
V50772	CAITLIN MOHNEY	02/24/2023	29108	110404521	YOGA JAN 2023	\$150.00
CAITLIN MOHNEY						Total Check Amount: \$150.00
V50773	MUNICIPAL WATER DISTRICT	02/24/2023	3784	420515131	WATER DELIVERY JAN23	\$8,826.38
MUNICIPAL WATER DISTRICT						Total Check Amount: \$8,826.38
V50774	NIEVES LANDSCAPE, INC.	02/24/2023	31375	360515145	WC PARK LNDSCPE JAN23	\$4,986.00
NIEVES LANDSCAPE, INC.						Total Check Amount: \$4,986.00
V50775	PARSONS TRANSPORTATION GROUP	02/24/2023	25626	510707251	CONST SUPP THRU 10/28	\$1,384.49
PARSONS TRANSPORTATION GROUP						Total Check Amount: \$1,384.49
V50776	PLACEWORKS, INC.	02/24/2023	26720	840141412	BREA MALL CEQA JAN23	\$5.41
		02/24/2023	26720	84032323E	BREA MALL CEQA JAN23	\$2,373.75
PLACEWORKS, INC.						Total Check Amount: \$2,379.16
V50777	RICHARDS, WATSON & GERSHON	02/24/2023	8978	840141412	0116 REIMB WORK DEC22	\$4,744.50
		02/24/2023	8978	110111112	0198 RIOS ET AL JAN23	\$28.25
		02/24/2023	8978	410515132	162 STA ANA MS4 JAN23	\$344.00
RICHARDS, WATSON & GERSHON						Total Check Amount: \$5,116.75
V50778	RIVELLE CONSULTING SERVICES	02/24/2023	20208	470141483	ACTUARIAL SVCS 2022	\$4,999.00
RIVELLE CONSULTING SERVICES						Total Check Amount: \$4,999.00
V50779	MARY M. SAMBRANO	02/24/2023	28001	110404521	ZUMBA GOLD JAN 2023	\$40.00
MARY M. SAMBRANO						Total Check Amount: \$40.00
V50780	SC FUELS	02/24/2023	16654	480515161	CLR DIESEL 1200.1GALS	\$5,252.27
SC FUELS						Total Check Amount: \$5,252.27

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V50781	SOUTHERN CALIFORNIA ERGONOMICS	02/24/2023	22394	172212133	DISPATCH AMP/BATT	\$2,650.41
SOUTHERN CALIFORNIA ERGONOMICS					Total Check Amount:	\$2,650.41
V50782	SOUTHERN CALIFORNIA NEWS GROUP	02/24/2023	26287	84032323E	LEGAL NOTICE JAN 2023	\$675.80
SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$675.80
V50783	STOTZ EQUIPMENT	02/24/2023	24388	480515161	DIGGER BLADES	\$1,985.22
STOTZ EQUIPMENT					Total Check Amount:	\$1,985.22
V50784	TECHNICOLOR PRINTING	02/24/2023	24354	110404424	MIGHTY TYKES SHIRTS	\$982.46
TECHNICOLOR PRINTING					Total Check Amount:	\$982.46
V50785	THREE PEAKS CORP	02/24/2023	29357	510707328	DT PARKLETTS PP #1	\$163,647.00
THREE PEAKS CORP					Total Check Amount:	\$163,647.00
V50786	AJA TOKUGAWA	02/24/2023	22121	110212111	TRAINING EXPENSES	\$91.46
AJA TOKUGAWA					Total Check Amount:	\$91.46
V50787	UL LLC	02/24/2023	13323	480515161	UL TEST	\$378.00
UL LLC					Total Check Amount:	\$378.00
V50788	UNICORN METALS	02/24/2023	17181	480515161	METAL STOCK	\$45.47
UNICORN METALS					Total Check Amount:	\$45.47
V50789	UNITED ROTARY BRUSH CORPORATION	02/24/2023	16649	480515161	SWEEPER BROOMS	\$355.92
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$355.92
V50790	VINTAGE CREEK SENIOR APARTMENTS LP	02/24/2023	29395	270323218	SENIOR SUBSIDY MAR23	\$762.00
VINTAGE CREEK SENIOR APARTMENTS LP					Total Check Amount:	\$762.00
V50791	VIRTUAL PROJECT MANAGER	02/24/2023	23508	510515171	CIP SW BCKUP/ST FEB23	\$500.00
		02/24/2023	23508	510515171	CIP SW BCKUP/ST JAN23	\$500.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$1,000.00
V50792	WALTERS WHOLESALE ELECTRIC	02/24/2023	1667	110515141	TENNISCT LTS@FOUNDERS	\$215.50
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$215.50
V50793	WAXIE SANITARY SUPPLY	02/24/2023	3332	110515141	JANITORIAL SUPPLIES	\$1,357.48
		02/24/2023	3332	490515151	JANITORIAL SUPPLIES	\$1,161.09
WAXIE SANITARY SUPPLY					Total Check Amount:	\$2,518.57
V50794	WEST COAST ENERGY SYSTEMS, LLC	02/24/2023	32125	480515161	GENERATOR REPAIR	\$830.00
WEST COAST ENERGY SYSTEMS, LLC					Total Check Amount:	\$830.00
Voucher Subtotal						\$2,194,145.28
W23013	THE BANK OF NEW YORK MELLON	02/21/2023	16062	875	2008-2 BREA PLZA DBT PYMT	\$141,494.67
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$141,494.67
W23014	THE BANK OF NEW YORK MELLON	02/21/2023	16062	890	'19 OLINDA HTS DEBT PYMNT	\$44,473.02
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$44,473.02

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Wire Subtotal						\$185,967.69
TOTAL						\$3,281,200.63

City of Brea
Outgoing Payment Log
January 2023

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
1/3/2023	Elavon	Golf credit card processing fees	\$ 2,411.10
1/3/2022	BankCard	Golf credit card processing fees	4,831.03
1/3/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees	6,612.83
1/13/2023	Brea Payroll	Brea staff payroll	882,765.42
1/13/2023	Brea Payroll	Employee deductions	81,933.70
1/13/2023	EDD	Payroll State taxes	51,364.49
1/13/2023	CA SDU	Child support payments	819.69
1/13/2023	IRS	Payroll Federal taxes	172,707.28
1/6/2023	CALPERS	Medical payment	359,964.55
1/4/2023	Paypal	Paypal processing fees	113.25
1/12/2023	CA Dept of Tax	Sales tax	725.40
1/5/2023	CALPERS	Member retirement	219,036.07
1/6/2023	ADP	ILJAO Payroll service fee	133.45
1/27/2023	Brea Payroll	Brea staff payroll	999,806.57
1/27/2023	Brea Payroll	Employee deductions	85,249.19
1/27/2023	EDD	Payroll State taxes	61,536.11
1/27/2023	CA SDU	Child support payments	819.69
1/27/2023	IRS	Payroll Federal taxes	202,470.14
1/20/2023	Telecheck	Telecheck processing fees	30.30
1/17/2023	CALPERS	Member retirement	215,108.24
1/20/2023	ICMA	Retiree medical benefit	40,430.96
1/24/2023	Paymentus	Monthly service fee	5,418.85
1/24/2023	Citizens Business Bank	Monthly banking service fee	2,338.44
1/30/2023	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,119.23
1/31/2023	CALPERS	Member retirement	237,813.67
Subtotal			\$ 3,647,559.65
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	129,471.89
	Various	General Liability Claims	38,423.21
Subtotal			\$ 167,895.10
Total			\$ 3,815,454.75