



**City Council, Successor Agency to the  
Brea Redevelopment Agency and the  
Brea Public Financing Authority Agenda**

**Tuesday, June 4, 2019**

6:00 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

*Christine Marick, Mayor*

*Marty Simonoff, Mayor Pro Tem*

*Cecilia Hupp, Council Member*

*Glenn Parker, 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](http://www.cityofbrea.net). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

**Procedures for Addressing the Council**

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

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

**Special Accommodations**

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

**Important Notice**

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

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

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**CALL TO ORDER / ROLL CALL - COUNCIL**

**1. Public Comment**

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

**2. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8.**

Property: Birch Hills Golf Course

City of Brea Negotiators: City Manager Bill Gallardo and Public Works Director Tony Olmos

Negotiating Parties: Chevron Land and Development, Birch/Kraemer, LLC

Under Negotiation: Price and Terms of Payment

**3. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.**

Significant Exposure to Litigation: 1 potential case.

Facts and Circumstances: Brea Creek LLC Claim

**4. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 - Regarding the Brea Fire Management Association (BFMA) - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator**

**5. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation.** Name of Case: Brea City Employee's Association v. City of Brea (PERB Case No. LA-CE-1280-M)

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

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**CALL TO ORDER / ROLL CALL - COUNCIL**

**6. Public Comment**

**7. Clarify Regular Meeting Topics**

**DISCUSSION ITEM**

**8. Appointment to the Traffic Committee**

## REPORT

### 9. Council Member Report/Requests

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

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### CALL TO ORDER/ ROLL CALL - COUNCIL

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

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

16. **Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts (LLMDs) #1, 2, 3, 4, 5, 6 and 7 for Fiscal Year (FY) 2019-2020** - Adopt Resolution Nos. 2019-034 through 2019-040, levying assessments for Fiscal Year 2019-2020 after receiving testimony at the Public Hearing on June 4, 2019.

#### **Attachments**

Exhibit A

Resolution - LLMD 1

Resolution - LLMD 2

Resolution - LLMD 3

Resolution - LLMD 4

Resolution - LLMD 5

Resolution - LLMD 6

Resolution - LLMD 7

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

**CITY COUNCIL - CONSENT**

17. **May 21, 2019 City Council Regular Meeting Minutes** - Receive and file.

**Attachments**

Draft Minutes

18. **Carbon Canyon Road (SR 142) Phase II Corridor Study**- Receive and file the Carbon Canyon Road (SR 142) Phase II Corridor Study; and adopt Resolution No. 2019-041 recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Carbon Canyon Road (State Route 142). There is no fiscal impact to the General Fund.

**Attachments**

Resolution

Traffic Study

19. **Mitigation Agreement Between Puente Hills Habitat Preservation Authority and City; Mitigation Endowment Fund and Mitigation Easement Endowment Fund Agreements Between The San Diego Foundation and City for the SR 57 Freeway & Lambert Road Interchange Improvements (CIP 7251)** - Approve the Mitigation Agreement with Puente Hills Habitat Preservation Authority; Approve the Fund Agreement for the Brea 57 Lambert Mitigation Endowment Fund with The San Diego Foundation; and Approve the Fund Agreement for the Brea 57 Lambert Easement Endowment Fund with The San Diego Foundation in the cumulative amount of \$1,256,858. Measure M2 competitive grant funds will be used for this item and there is no impact to the General Fund.

**Attachments**

Attachment A Mitigation Agreement

Attachment B Brea 57 Lambert Long-Term Mitigation Endowment Fund Agreement

Attachment C Brea 57 Lambert Easement Endowment Fund Agreement

20. **City Traffic Engineer Annual Contract** - Approve Professional Services Agreement with Albert Grover and Associates in the amount not to exceed \$150,000 per year for a period of three (3) years with a maximum of three (3) optional one (1) year extensions; and Authorize the City Manager to approve and execute extensions.

**Attachments**

Agreement

21. **Outgoing Payment Log and May 24 & 31, 2019 City Check Registers** - Receive and file.



**Attachments**

Outgoing Payment Log  
05-24-19 City Check Register  
05-31-19 City Check Register

**CITY/SUCCESSOR AGENCY - CONSENT**

22. **May 31, 2019 Successor Agency Check Register** - Receive and file.

**Attachments**

05-31-19 Successor Agency Check Register

**BREA PUBLIC FINANCING AUTHORITY - CONSENT**

23. **Authorization for the Brea Public Financing Authority Issuance of Local Agency Revenue Refunding Bonds, Series 2019, to Refinance Outstanding 2005 Revenue Bonds and to Engage Professional Services** - Recommend that the Board of Directors of the Brea Public Financing Authority adopt Resolution No. A-2019-01, approving the initiation of proceedings to refinance the outstanding Local Agency Revenue Bonds 2005 Series A (2005 Authority Bonds) related to the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) (CFD 1997-1) and the Brea Olinda Unified School District Community Facilities District No. 95-1 (Olinda Heights) (CFD 95-1) and to engage professional services. There is no fiscal impact to the General Fund.

**Attachments**

Resolution

**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:** 06/04/2019

**SUBJECT:** Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts (LLMDs) #1, 2, 3, 4, 5, 6 and 7 for Fiscal Year (FY) 2019-2020.

**RECOMMENDATION**

Adopt Resolution Nos. 2019-034 through 2019-040, levying assessments for Fiscal Year 2019-2020 after receiving testimony at the Public Hearing on June 4, 2019.

**BACKGROUND/DISCUSSION**

As called for in the Landscape and Lighting Act of 1972, a yearly assessment is to be made for each Maintenance District. For City Council reference, the Districts are located on the attached map (Exhibit A). The estimated assessments for the 2019-20 fiscal year as detailed in the Engineer's Report are as follows:

Maintenance District	2018-2019 Assessment per lot per year	2019-2020 Assessment per lot per year	2019-2020 Maximum Assessment per lot per year	Change in Assessment per lot per year	% Change
MD #1 Routine Maintenance	\$543.00	\$543.00	\$543.00	0	0%
MD #2 Routine Maintenance	\$18.50	\$18.50	\$18.50	0	0%
MD #3 Routine Maintenance	\$472.71	\$487.84	\$495.64	\$15.13	3.2%
MD #4 Routine Maintenance	\$12.00	\$12.00	\$12.00	0	0%
MD #5 Routine Maintenance	\$886.26	\$914.62	\$1,000.77	\$28.36	3.2%
MD #6 Routine Maintenance	\$1,399.95	\$1,450.35	\$1,861.25	\$50.39	3.6%

MD #7 Routine Maintenance	\$296.09	\$305.56	\$311.68	\$9.47	3.2%
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**Maintenance District #1 (American National - 103 Parcels)** - On February 26, 2019 staff held a general meeting with the homeowners of this District. Residents representing seven parcels chose to attend. The total estimated costs for FY 2019-20 are \$54,169. The total annual assessment amount for this District is currently \$55,929. No change is recommended for FY 2019-20. The annual assessment will remain at \$543 per parcel per year. Current fund reserves are \$2,598 which are 4.7% of the operational budget.

**Maintenance District #2 (Baldwin - 297 Parcels)** - The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. Staff held a general meeting on February 23, 2019, to discuss the coming year's budget. No homeowners attended. The total estimated costs for FY 2019-20 will be \$6,369. The total annual assessment for this District is currently \$5,495. No change is recommended in the annual assessment for this District during FY 2019-20. This will require the expenditure of \$874.00 from the District's reserve fund. The annual assessment will remain at \$18.50 per parcel per year. Current fund reserves are \$37,991, which are 596% of the operational budget.

**Maintenance District #3 (Eagle Development - 188 Parcels)** - Staff held a general meeting for the homeowners on February 23, 2019. Residents representing eight parcels chose to attend. Staff updated residents on future landscape improvements and uplighting for the eagle statue. The total estimated costs for FY 2019-20 are \$137,325. The total annual assessment for this District is \$88,869, or \$472.71 per parcel per year, the maximum allowable assessment for FY 2017-2018. Residents in attendance directed staff to increase the assessment by the CPI for the prior 12-month calendar year, per parcel per year increase to help build reserves to pay for needed improvements. The recommended assessment would increase by 3.2% to \$91,713 or \$487.84 per parcel per year, an increase of \$15.13 per parcel per year. Current fund reserves are \$72,595, which are 53% of the operational budget.

**Maintenance District #4 (Ponderosa - 230 parcels)** - The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. Staff held a general meeting on February 23, 2019, to discuss the coming year's budget. No homeowners attended. The total estimated costs for FY 2019-20 are \$2,399. No change is recommended in the annual assessment for this District during FY 2019-20. The annual assessment will remain at \$12 per parcel per year. Current fund reserves are \$18,385 which is over 130% of the operational budget.

**Maintenance District #5 (Konweiser - 113 Parcels)** - On February 27, 2019, staff held a general meeting for the homeowners to discuss the coming year's budget and any concerns regarding maintenance of the common areas. Residents representing four parcels chose to attend. The residents in attendance were interested in building reserves for future capital improvement needs, including landscape improvements in the District. The total estimated costs for FY 2019-20 are \$130,362. The total annual assessment for this District is \$100,147 or \$886.26 per parcel per year, which is just under the maximum allowable assessment for FY 2013-2014. Residents in attendance directed staff to increase the assessment by last year's CPI, 3.2% to continue help build reserves to pay for improvements. The recommended assessment would increase by 3.2% to \$103,352 or \$914.62 per parcel per year, an increase of \$28.36 per

parcel per year. Current fund reserves are \$66,040, which are 51% of the operational budget.

**Maintenance District #6 (Schmid Development - 135 Parcels)** - This District is the largest of the seven Districts. It consists of 16 acres of common landscaped areas. Staff held a general meeting on March 13, 2019 to discuss the coming year's budget and assessment. Homeowners representing five parcels chose to attend. Residents and staff discussed an assessment increase to keep pace with increasing maintenance costs which had been shared with all residents in their annual meeting notification this year. The total estimated costs for FY 2019-20 are \$206,560. The total annual assessment for this District is \$188,990 or \$1,399.95 per parcel per year. Residents were in agreement an assessment increase was needed to keep pace with increased costs and directed staff to increase the assessment by a percentage in the \$50 per parcel per year range. The recommended assessment would increase by 3.6% to \$195,797 or \$1,450.35 per parcel per year, an increase of \$50.39 per parcel per year. Current fund reserves are \$35,168, which are 17% of the operational budget.

**Maintenance District #7 (Baywood Development - 96 Parcels)** - Staff held a general meeting on February 27, 2019 to discuss the coming year's budget and assessment. No homeowners attended. The meeting was held to solicit input into the assessment process. The total estimated costs for FY 2019-20 are \$30,442. The current annual assessment for this District is \$28,425 or \$296.09 per parcel per year, which was the maximum allowable assessment for FY 2017-2018. Due to declining reserves, an increase is recommended for the FY 2019-20 equal to the CPI increase for the previous calendar year period of 3.2%. The recommended annual assessment would be \$29,334, or \$305.56 per parcel per year, an increase of \$9.47 per parcel per year. Current fund reserves are \$5,998, which is 19% of the operational budget.

### **FISCAL IMPACT/SUMMARY**

There will be no impact to the General Fund by this action. All funding for the maintenance of the Districts is provided for by separate assessments. In addition, the Districts' reimburse the General Fund for staff time.

As called for in the Landscape and Lighting Act of 1972, a yearly assessment is to be made for each Maintenance District. Staff held general meetings with the homeowners during the week and on a Saturday this year to discuss the coming year's budget and improvement projects. It is recommended that the seven resolutions levying assessments for FY 2019-2020 be adopted after receiving testimony at the Public Hearing June 4, 2019.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Bill Bowlus, Public Works Superintendent  
Concurrence: Tony Olmos, Director of Public Works

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### **Attachments**

Exhibit A  
Resolution - LLMD 1  
Resolution - LLMD 2  
Resolution - LLMD 3  
Resolution - LLMD 4

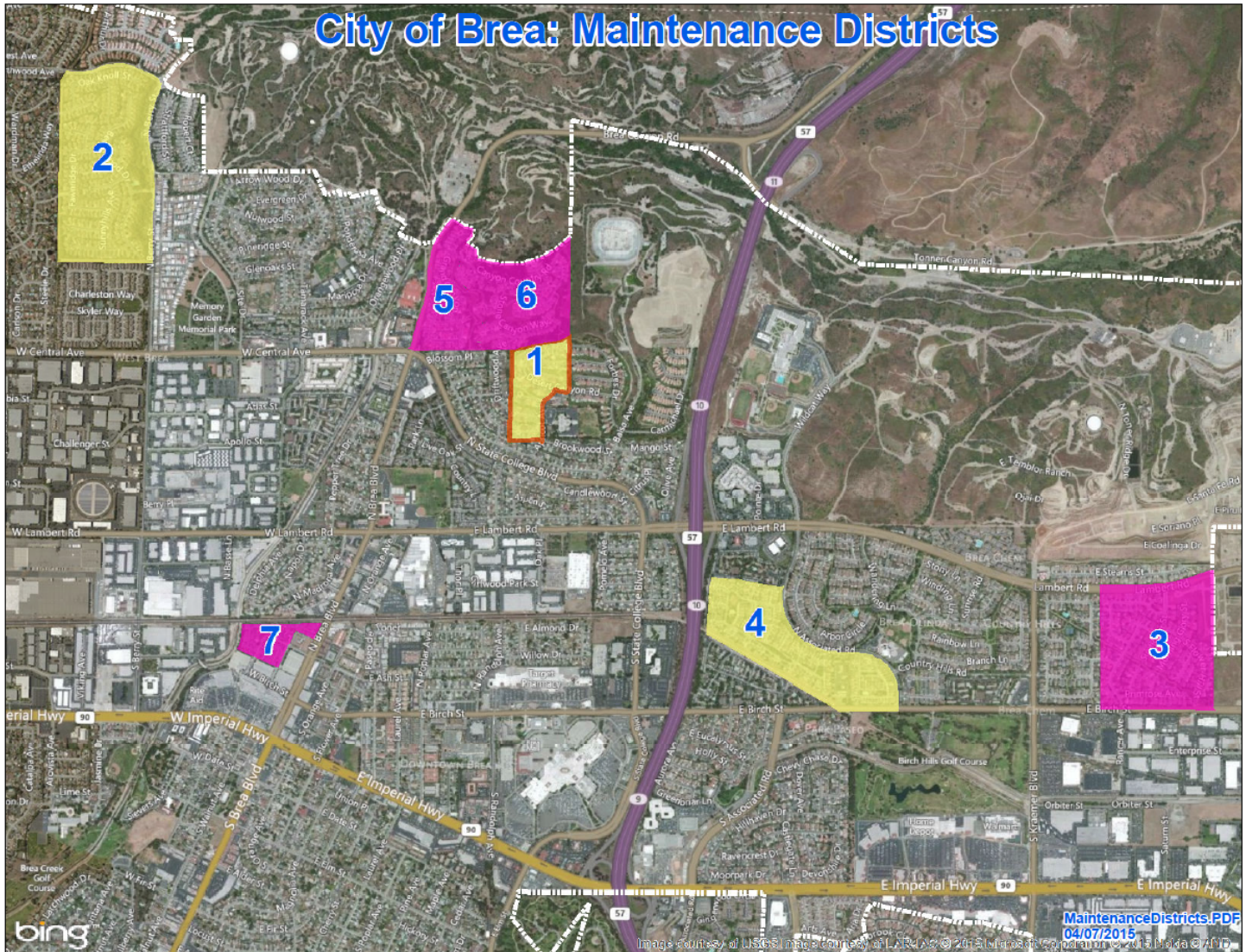
Resolution - LLMD 5

Resolution - LLMD 6

Resolution - LLMD 7

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# Exhibit A



## **RESOLUTION NO. 2019-034**

### **A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2019-2020**

**A. RECITALS:**

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 1 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

**B. RESOLUTION:**

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.



3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$543.00 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.

4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

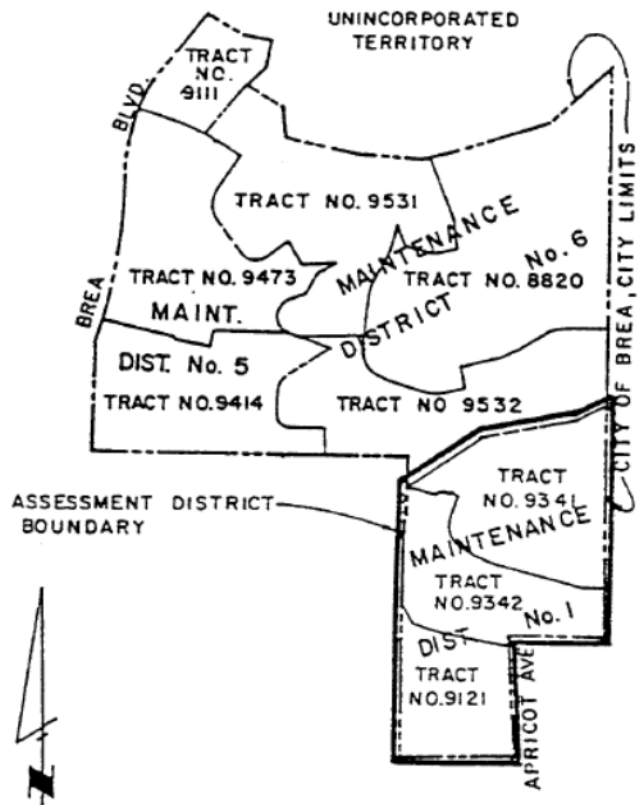


**EXHIBIT "A"**





**LEGAL DESCRIPTION**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1**

LANDSCAPE AND LIGHTING ASSESSMENT **DISTRICT NO. 1** INCLUDES ALL OF THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9121 RECORDED IN BOOK 378, PAGES 49 AND 50; TRACT NO. 9341 RECORDED IN BOOK 395, PAGES 28, 29 AND 30; AND OF TRACT NO 9342 RECORDED IN BOOK 386, PAGES 41, 42 AND 43, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



SCALE : 1" = 600'

- LEGEND**
-  ASSESSMENT DISTRICT BOUNDARY
  -  TRACT BOUNDARY
  -  ASSESSMENT DISTRICT NUMBER
  -  TRACT LOT NUMBER

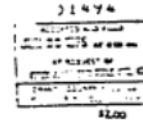
103 PARCELS

SHEET 1 OF

ASSESSMENT DIAGRAM  
**LIGHTING & MAINTENANCE**  
**ASSESSMENT DISTRICT NO. 1**

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

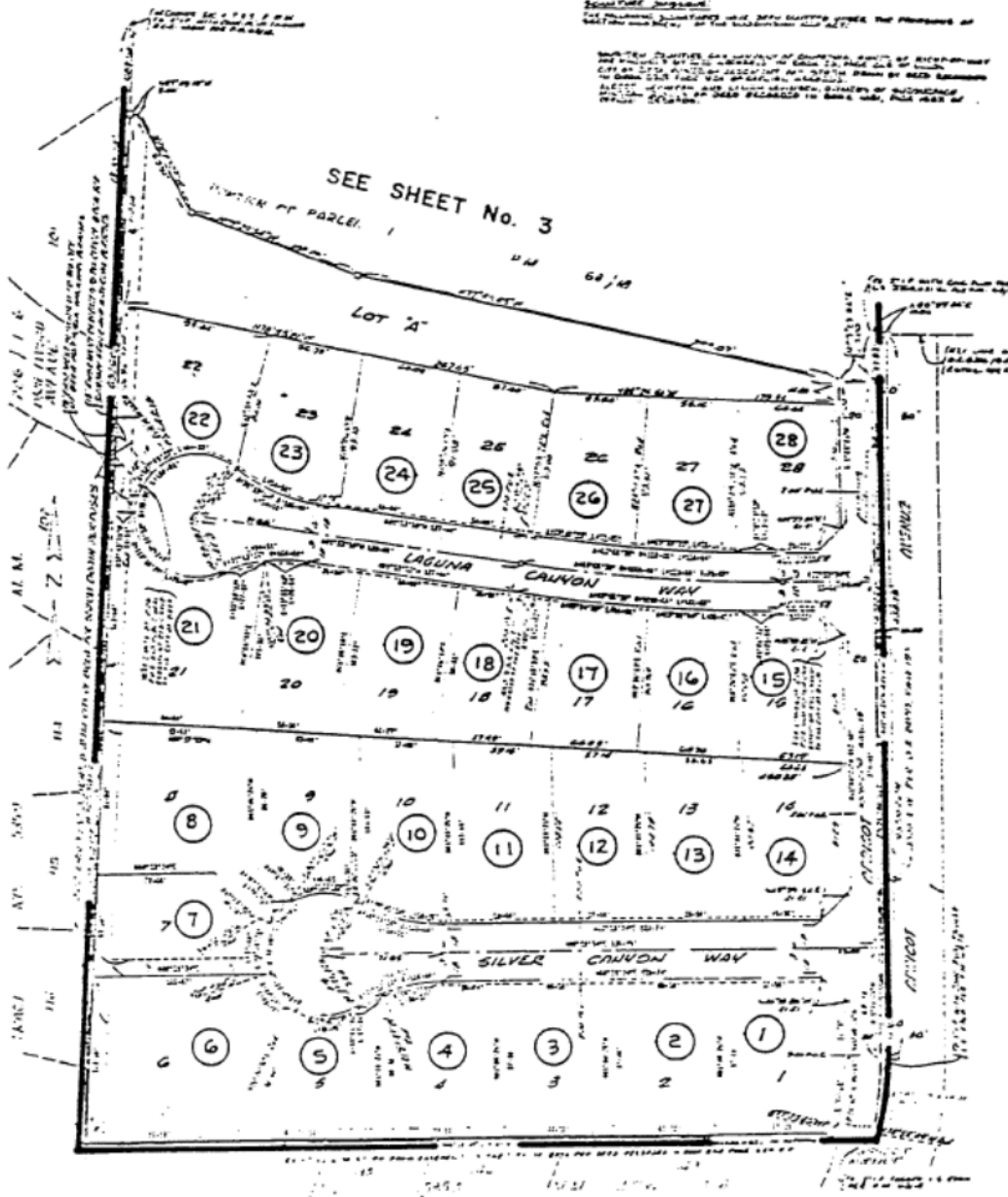
TRACT NO. 9121  
IN THE CITY OF BREA,  
COUNTY OF ORANGE, STATE OF CALIFORNIA.



STANLEY C. MORSE, L.S. 3040

NOVEMBER, 1978

TRUPS CORPORATION



103 PARCELS

SHEET 2 OF 6

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 1  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

TRACT NO. 5372

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ASSessor's OFFICE  
9301

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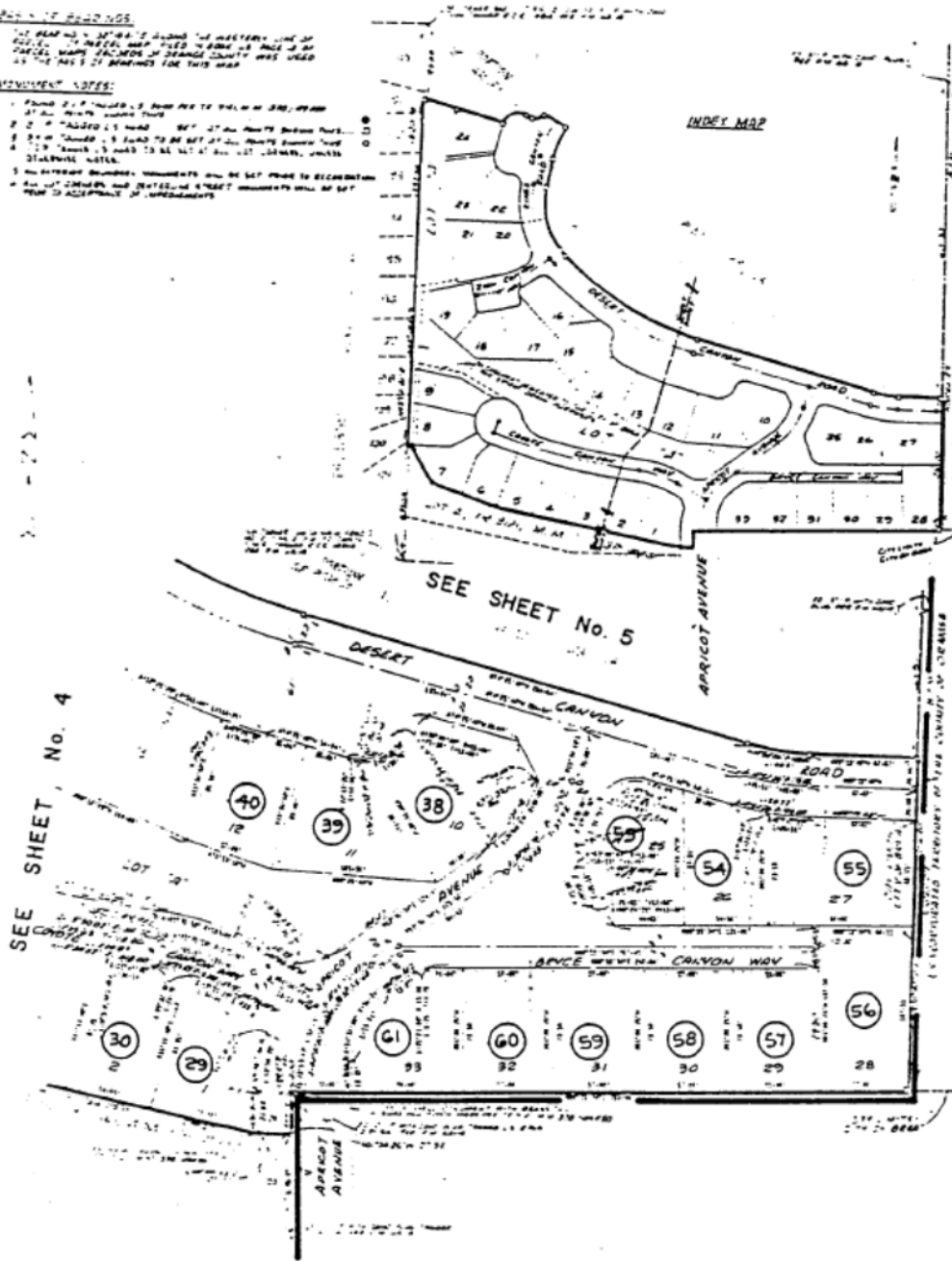
1978

RECORD REFERENCES

- 1. PLANNING & ZONING MAPS
- 2. ZONING MAP
- 3. ZONING MAP
- 4. ZONING MAP
- 5. ZONING MAP

COMMENTS NOTES:

- 1. PLANNING & ZONING MAPS
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103 PARCELS

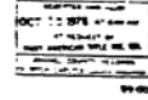
SHEET 3 OF 6

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 1  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-034  
June 4, 2019

# TRACT NO. 9342

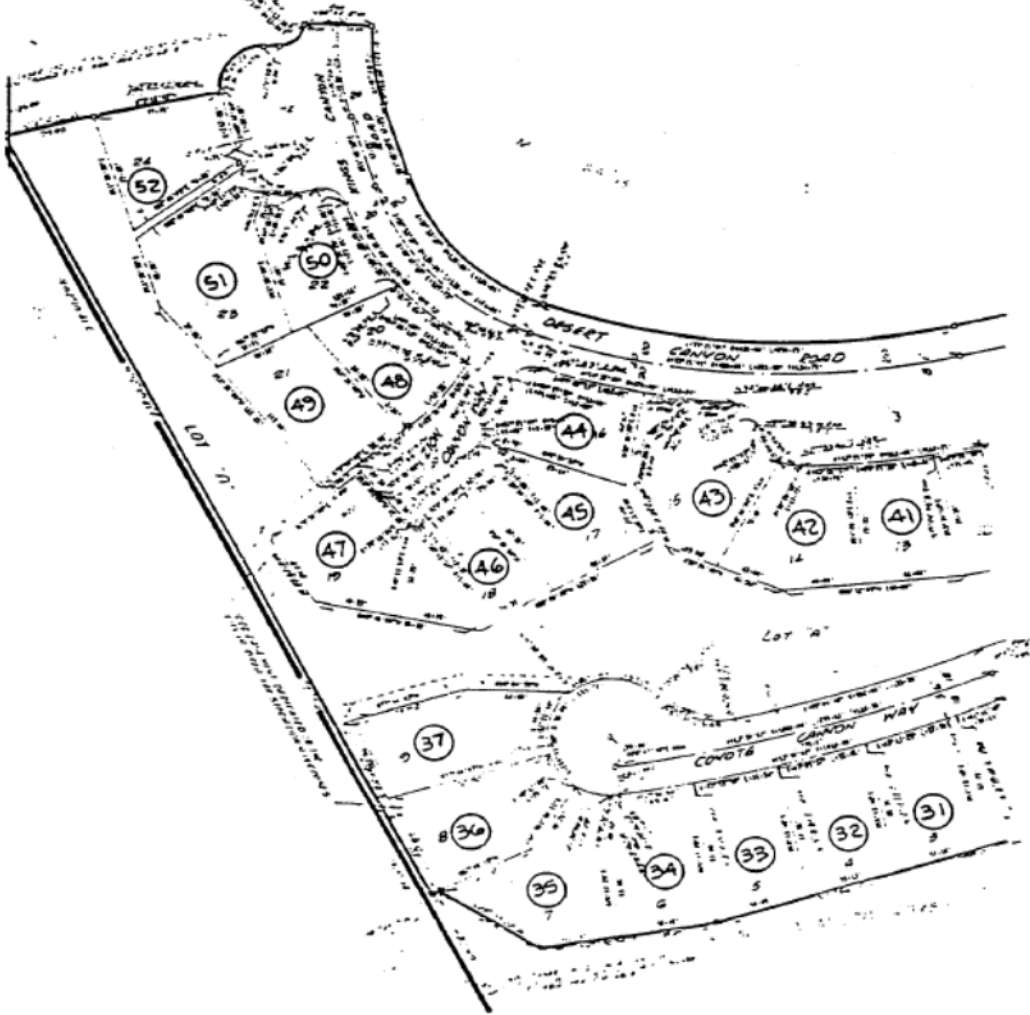
14641



NOVEMBER, 1978

TRUST CORPORATION

SEE SHEET No. 5



103 PARCELS

SHEET 4 OF 6

ASSESSMENT DIAGRAM  
LIGHTING & MAINTENANCE  
ASSESSMENT DISTRICT NO. 1  
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-034  
June 4, 2019

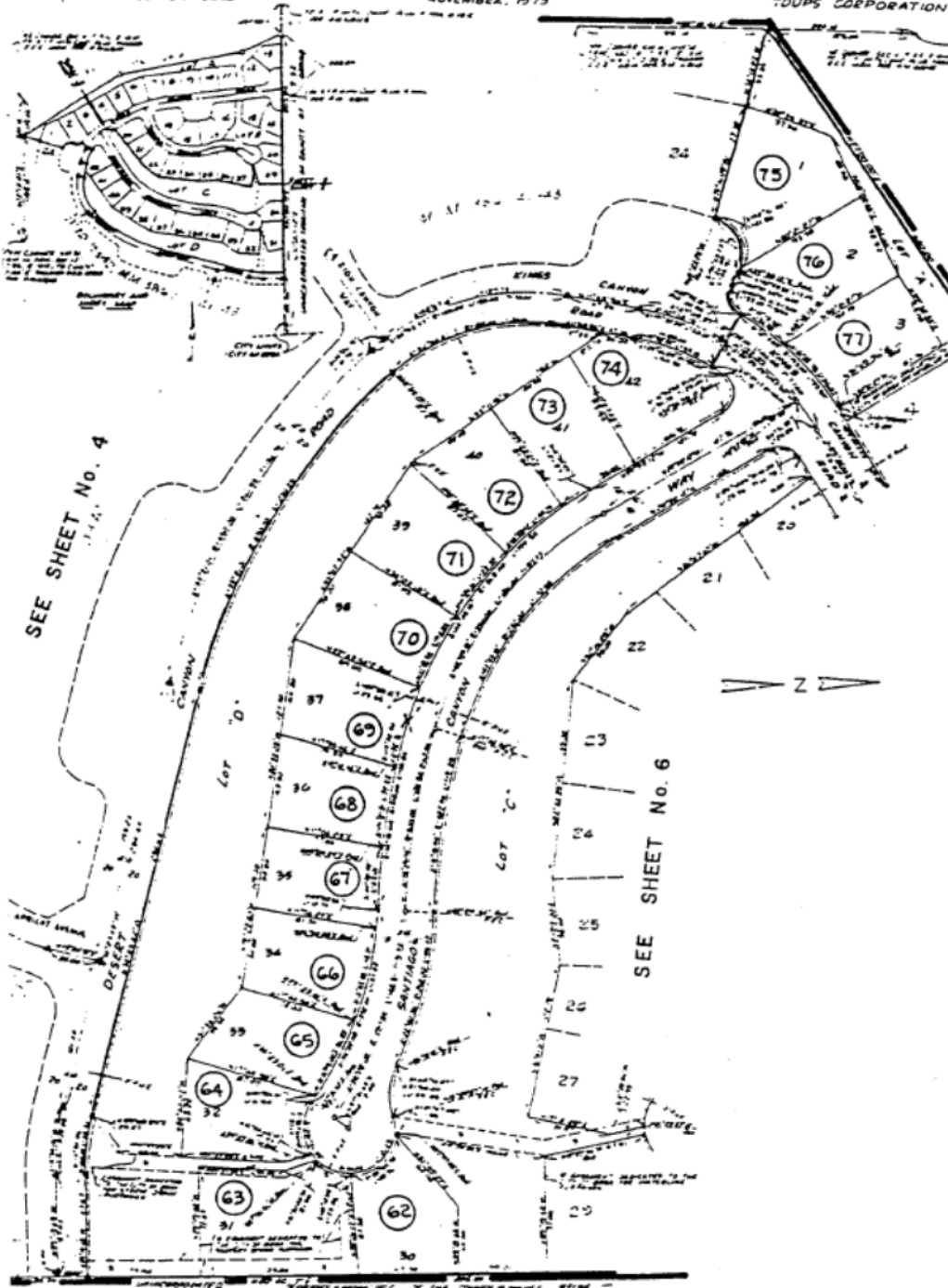
TRACT NO. 5371  
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

JAN 31 1975  
 TOUPEL CORPORATION

STANLEY C. MORSE L.S. 3240

NOVEMBER, 1975

TOUPEL CORPORATION



103 PARCELS

SHEET 5 OF 6

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 1  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-034  
 June 4, 2019

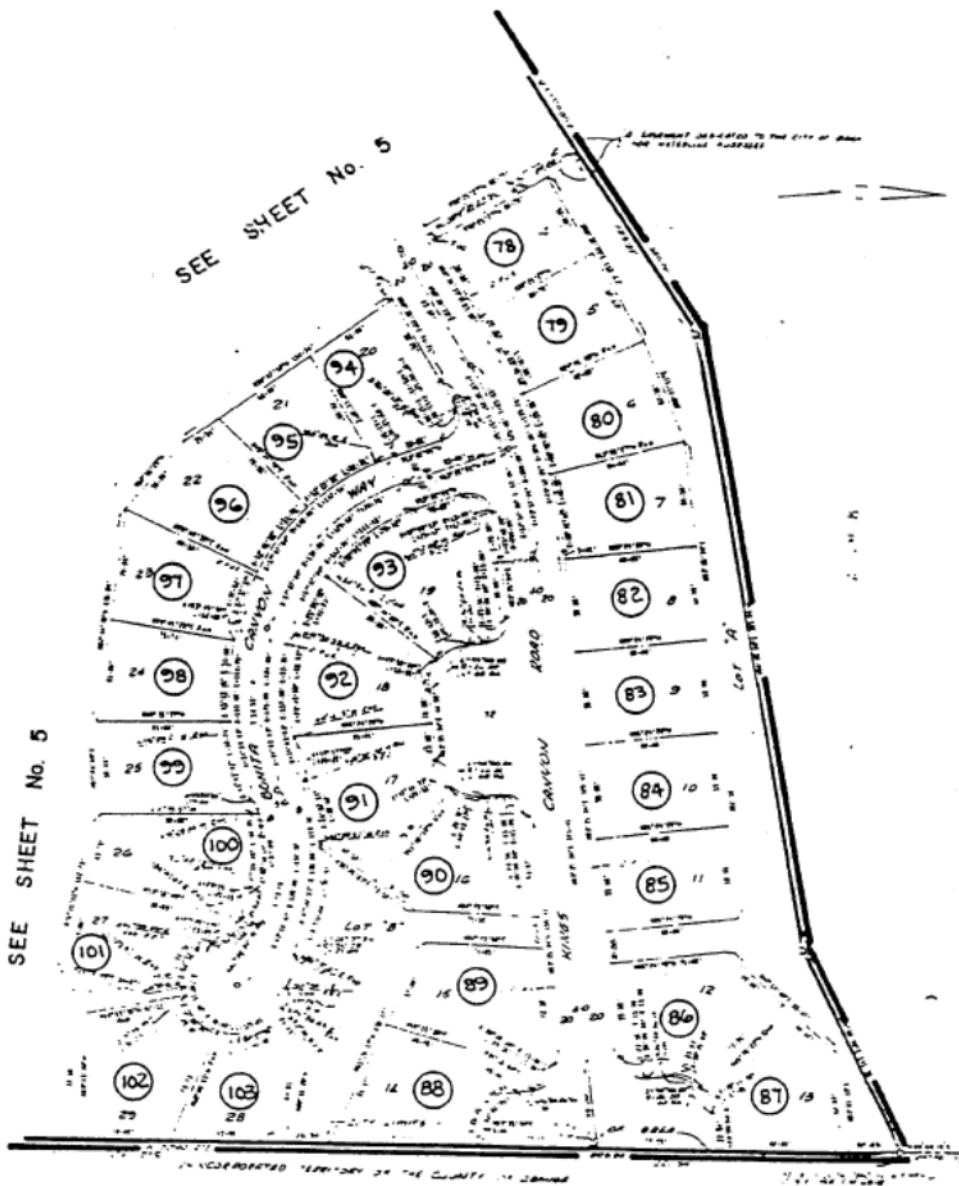
TRACT NO. 9341

42213

JAN 11 1977  
RECORDED IN BOOK 11  
PAGE 11

W. ANLEY & COMPANY, INC.

TOURS CORPORATION



103 PARCELS

SHEET 6 OF 6

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 1  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-034  
June 4, 2019

## RESOLUTION NO. 2019-035

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 2 FOR THE FISCAL YEAR 2019-2020

#### A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Lighting Assessment District No. 2 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

#### B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$18.50 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.



4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

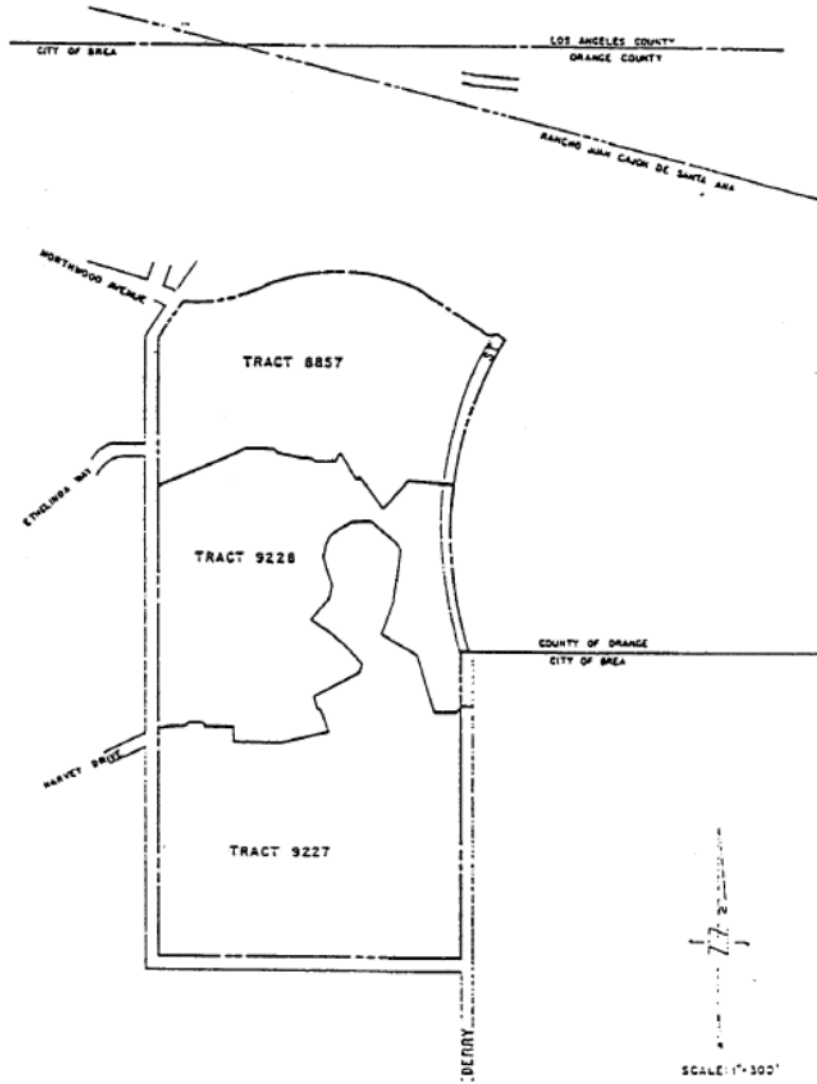
**LEGAL DESCRIPTION**

**LIGHTING ASSESSMENT DISTRICT NO. 2**

THE BOUNDARIES OF LIGHTING ASSESSMENT DISTRICT NO. 2 IS DESCRIBED AS "BEING THE BOUNDARY OF ANNEXATION NO. 8-74 TO THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA," ALSO BEING ALL THE PROPERTIES LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9227 RECORDED IN BOOK 392, PAGES 5 THROUGH 12; TRACT NO. 9228 RECORDED IN BOOK 428, PAGES 32 THROUGH 38; AND TRACT NO. 8857 RECORDED IN BOOK 464, PAGES 38 THROUGH 44, ALL OF MISCELLANEOUS MAPS, RECORDS OR ORANGE COUNTY, CALIFORNIA.

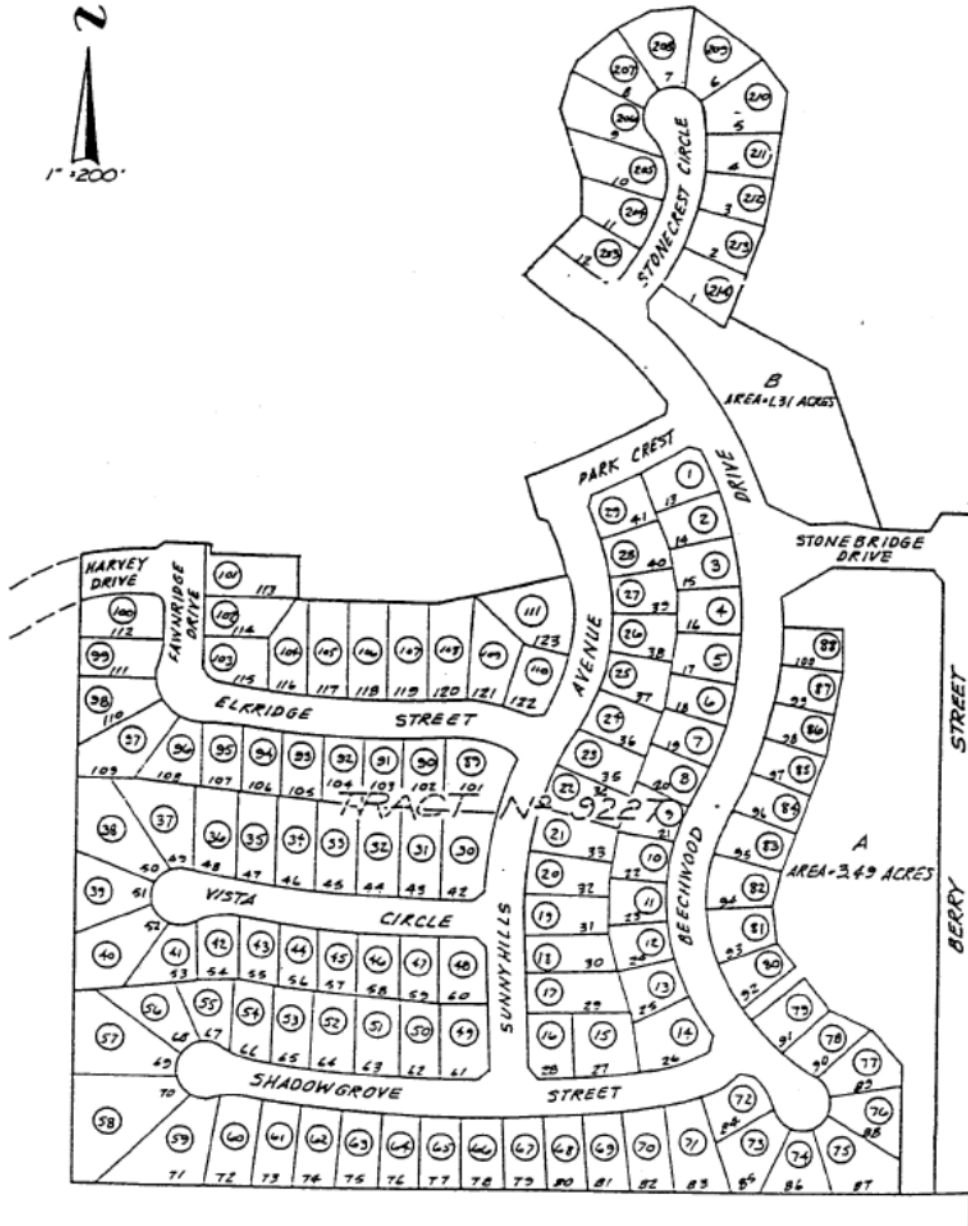
LEGEND

- STREET LIGHTING DISTRICT BOUNDARY
- COUNTY BOUNDARY
- RANCHO BOUNDARY



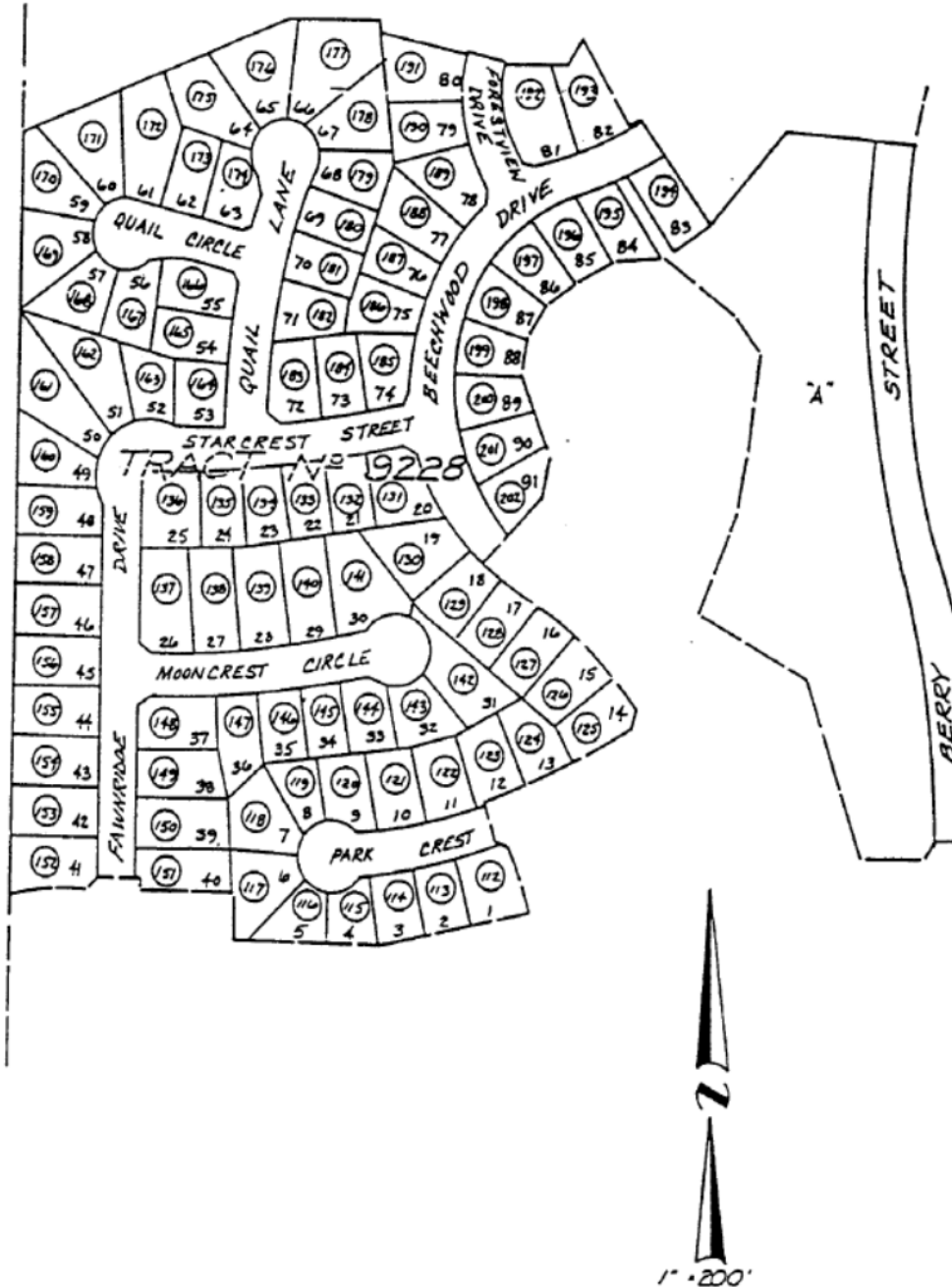
ASSESSMENT DIAGRAM BOUNDRIES  
 STREET LIGHTING DISTRICT NO. 2  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF



**ASSESSMENT DIAGRAM  
TO  
CITY OF BREA STREET LIGHTING ASSESSMENT  
DISTRICT N<sup>o</sup> 2**

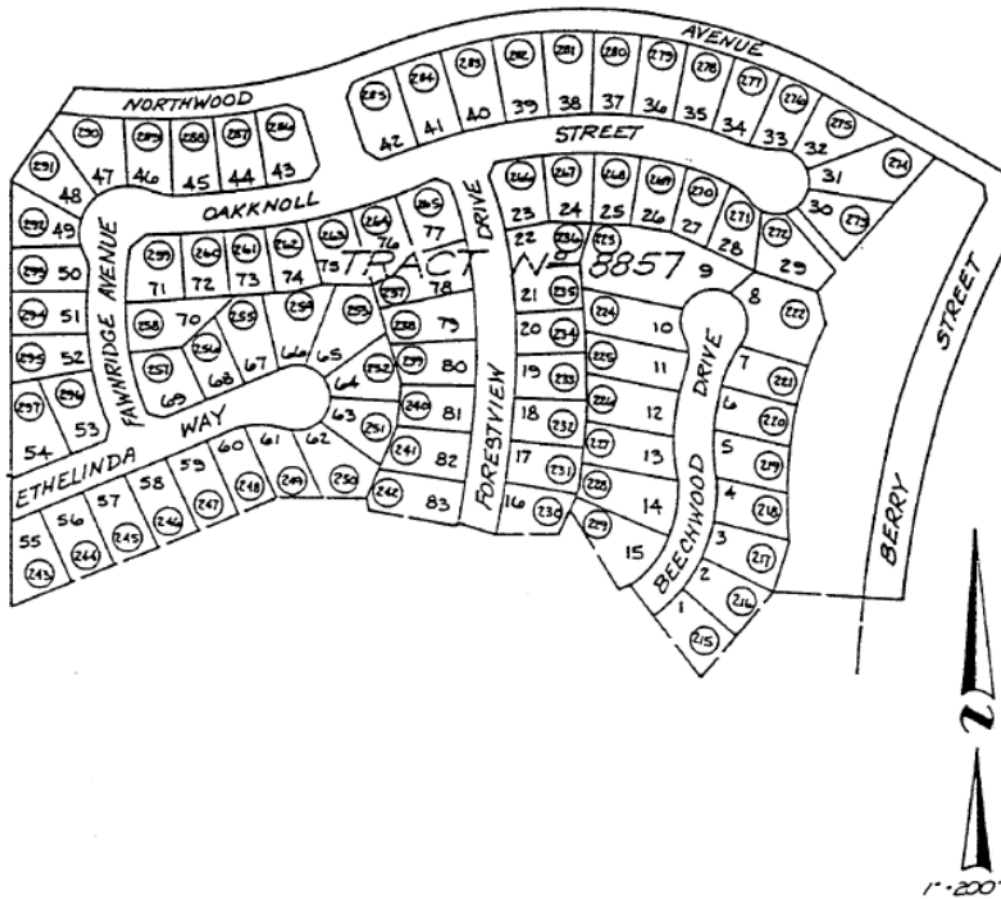
SHEET 20F



**ASSESSMENT DIAGRAM  
TO  
CITY OF BREA STREET LIGHTING ASSESSMENT**

**DISTRICT N<sup>o</sup> 2**

**SHEET 3C**



**ASSESSMENT DIAGRAM  
TO  
CITY OF BREA STREET LIGHTING ASSESSMENT  
DISTRICT N<sup>o</sup> 2**

SHEET 40

## RESOLUTION NO. 2019-036

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3 FOR THE FISCAL YEAR 2019-2020

#### A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 3 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

#### B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.

3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$487.84 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.

4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**RESO NO. 2019-036**  
June 4, 2019



I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

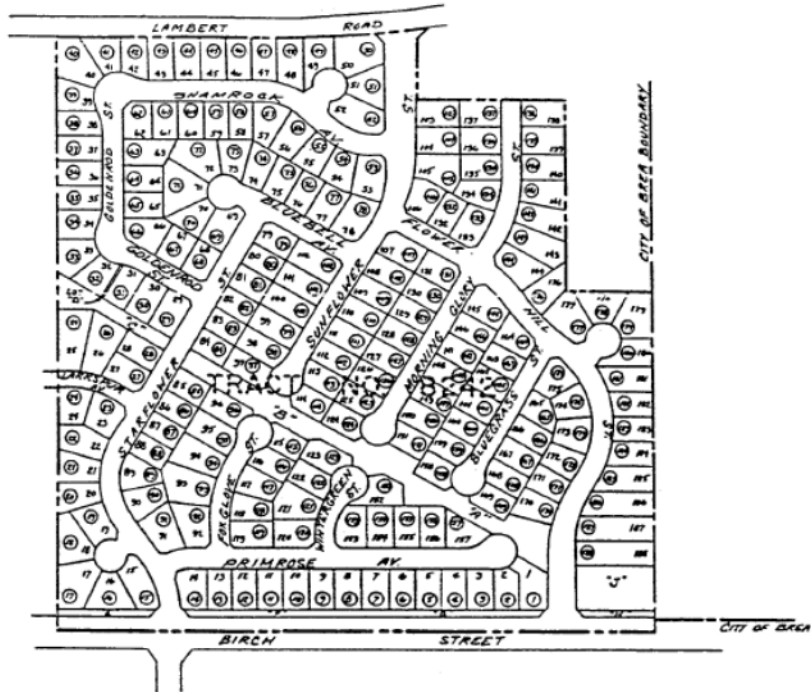
\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3**

LANDSCAPE AND LIGHTING ASSESSMENT **DISTRICT NO. 3** INCLUDES ALL OF THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 8242 RECORDED IN BOOK 428, PAGES 19 THROUGH 24 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



**LEGEND**

- STREET LIGHTING DISTRICT BOUNDARY
- CITY OF BREA BOUNDARY
- 12 LOT NUMBER
- ⑰ ASSESSMENT NUMBER



SCALE 1" = 200'

**ASSESSMENT DIAGRAM BOUNDRIES  
STREET LIGHTING AND MAINTANENCE DISTRICT NO.3  
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA**

SHEET 1 OF 1

**RESO NO. 2019-036**  
June 4, 2019

## RESOLUTION NO. 2019-037

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 4 FOR THE FISCAL YEAR 2019-2020

#### A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Lighting Assessment District No. 4 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

#### B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$12.00 for each lot located within said District are

hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.

4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

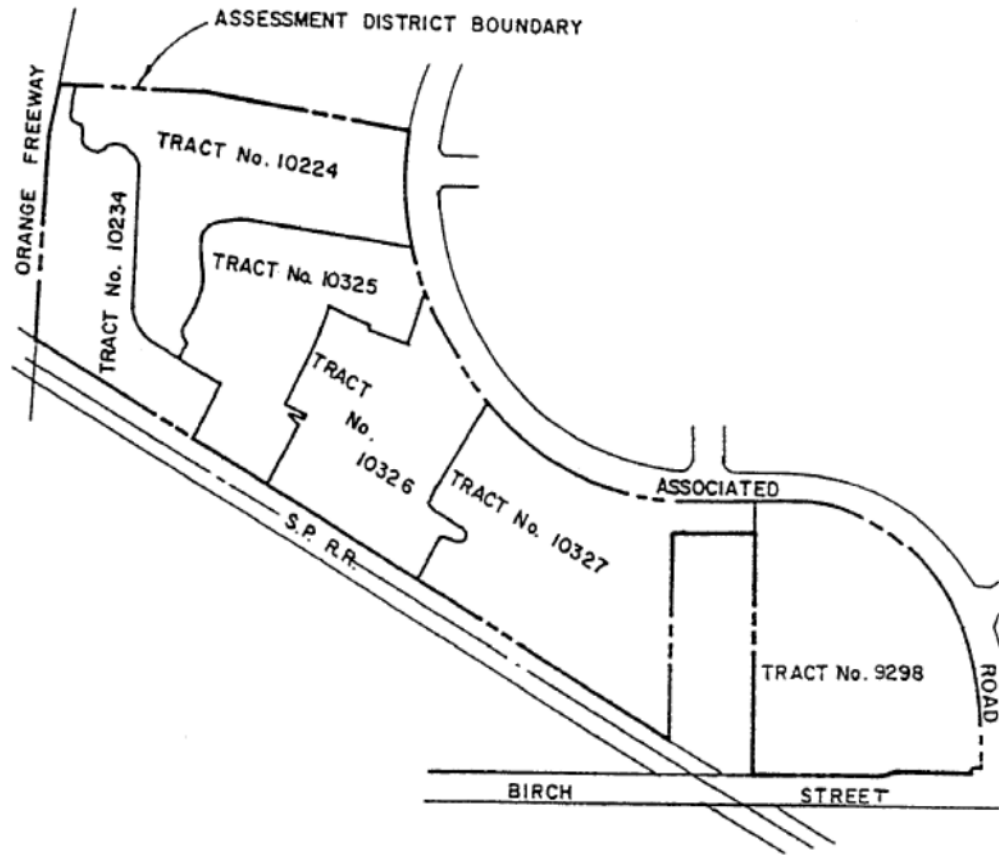
\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LIGHTING ASSESSMENT DISTRICT NO. 4**

LIGHTING ASSESSMENT **DISTRICT NO. 4** INCLUDES ALL THE PROPERTIES LOCATED IN THE CITY OF BREA WITHIN TRACT NO. 10224 AS SHOWN ON A MAP RECORDED IN BOOK 436, PAGES 13 THROUGH 16 INCLUSIVE, TRACT NO. 10324 AS SHOWN ON A MAP RECORDED IN BOOK 447, PAGES 3 THROUGH 5 INCLUSIVE, TRACT NO. 10325 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 9 THROUGH 12 INCLUSIVE, TRACT NO. 10326 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 13 THROUGH 16 INCLUSIVE, TRACT NO. 10327 AS SHOWN ON A MAP RECORDED IN BOOK 461, PAGES 17 THROUGH 20 INCLUSIVE, AND TRACT NO. 9298 AS SHOWN ON A MAP RECORDED IN BOOK 476, PAGES 5 THROUGH 7 INCLUSIVE, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



- LEGEND**
- ASSESSMENT DISTRICT BOUNDARY
  - TRACT BOUNDARY

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**ASSESSMENT DIAGRAM**

**CITY OF BREA STREET LIGHTING ASSESSMENT**

**DISTRICT No.4**

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

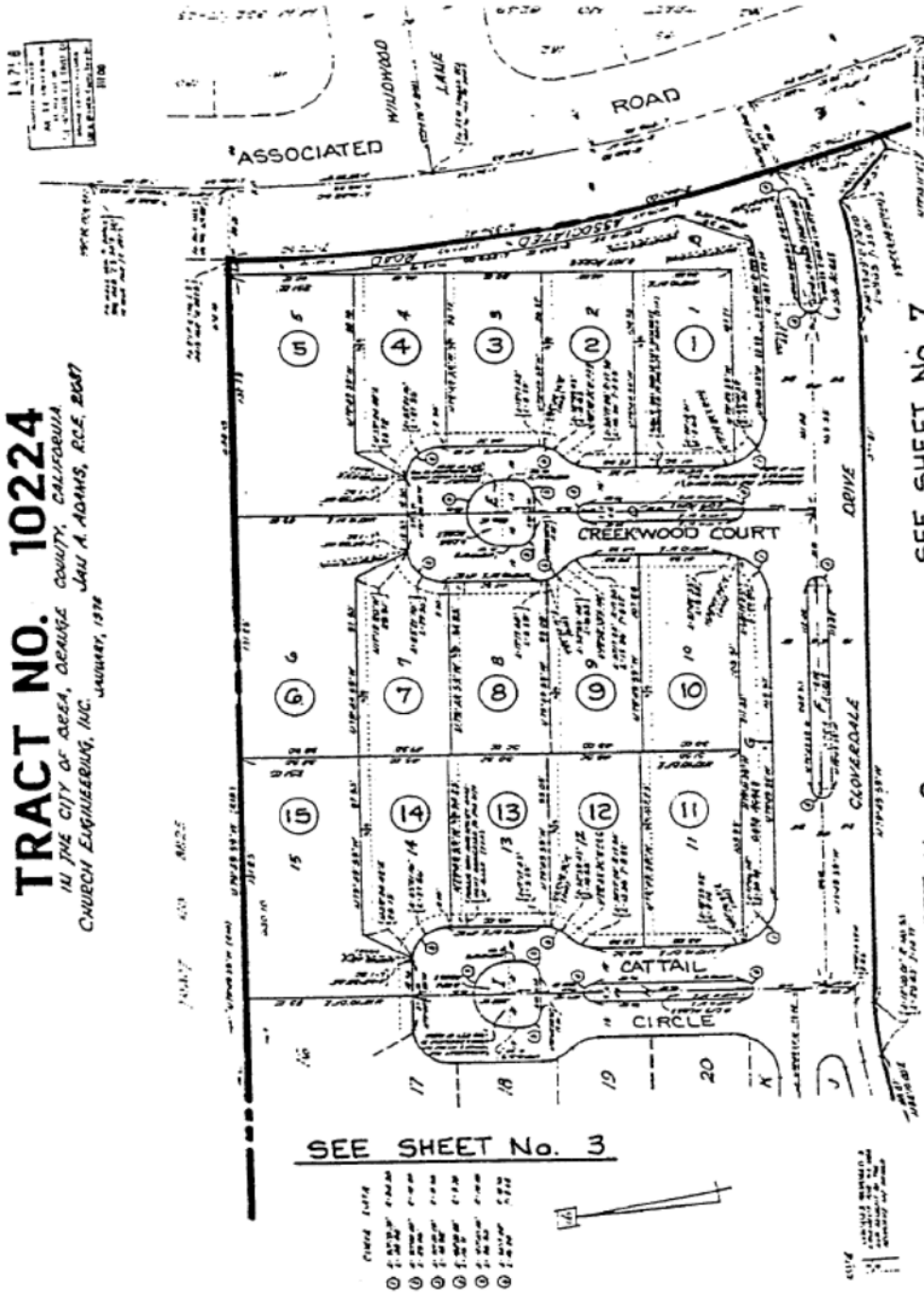
SHEET 1 OF 17

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**TRACT NO. 10224**

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 JANUARY, 1978  
 CHURCH ENGINEERING, INC.



**ASSESSMENT DIAGRAM**

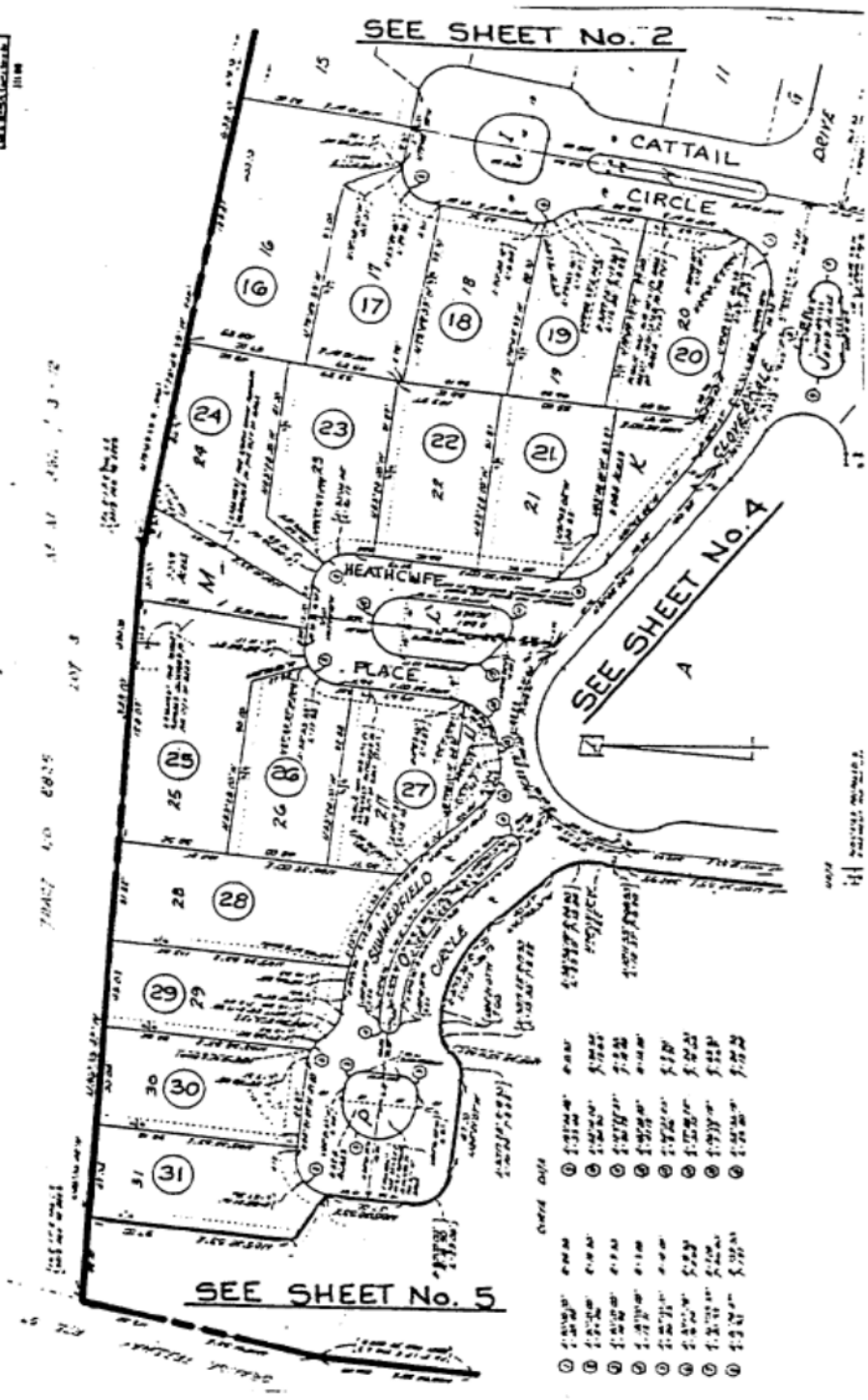
**CITY OF BREA STREET LIGHTING ASSESSMENT  
 DISTRICT No. 4**

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 2 OF 1

136 16

14751  
ALL RIGHTS RESERVED  
BY THE ENGINEER

**TRACT NO. 10224**  
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
JANUARY, 1918  
CHURCH ENGINEERING, INC.  
JANUARY, 1918



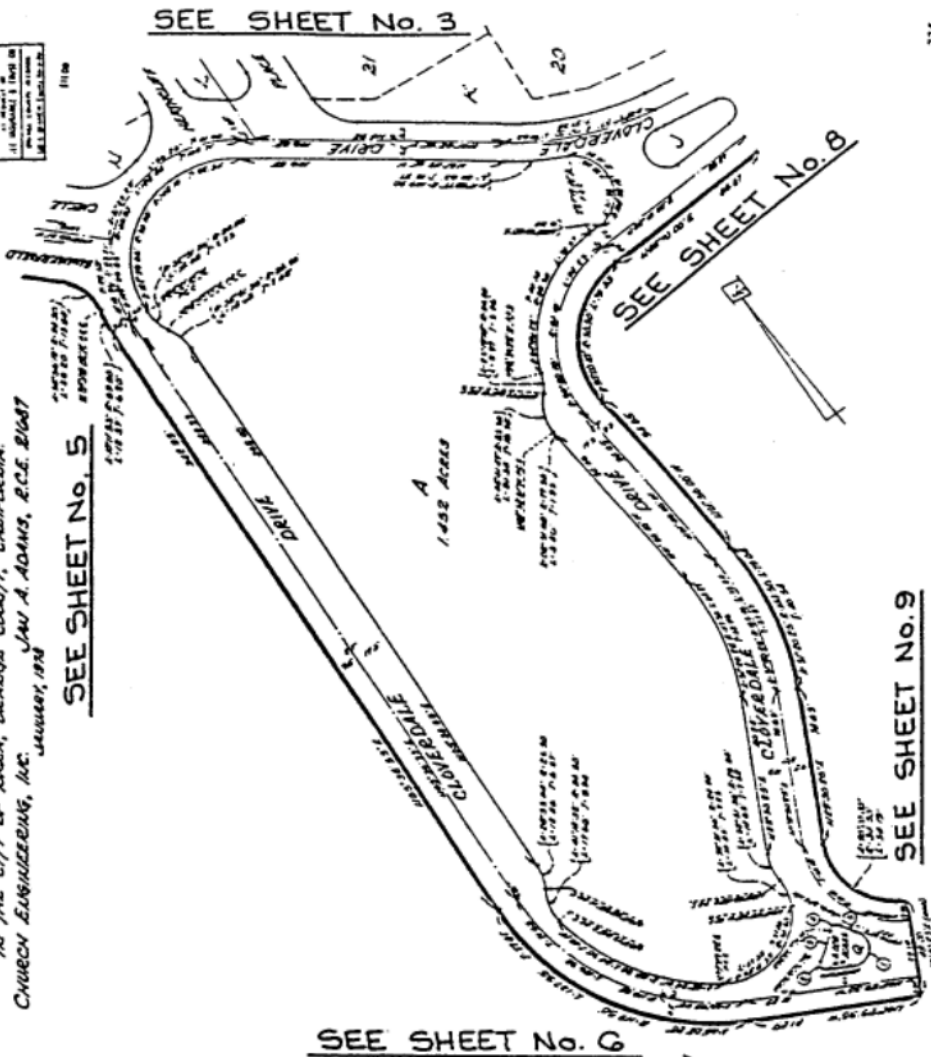
**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 3 OF 17

RESO NO. 2019-037  
June 4, 2019

# TRACT NO. 10224

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
JANUARY, 1978  
CHURCH ENGINEERING, INC.

19758  
ALL RIGHTS RESERVED  
NO PART OF THIS PLOT  
OR ANY PART THEREOF  
SHALL BE REPRODUCED  
OR TRANSMITTED IN ANY  
FORM OR BY ANY MEANS  
ELECTRONIC OR MECHANICAL  
INCLUDING PHOTOCOPYING,  
RECORDING, OR BY ANY  
INFORMATION STORAGE  
RETRIEVAL SYSTEM  
WITHOUT PERMISSION IN  
WRITING FROM THE  
PUBLISHER



SEE SHEET No. 6

- BASIS OF RECORDS:**
- 1. A portion of the original map of 1974 of Tract No. 10224 being 1/79/1535/10 Mc. M. M. No. 1/2-12, records of Orange County, California.
  - 2. A portion of 1978.
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CLUSTER	DATE	FILE
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## ASSESSMENT DIAGRAM

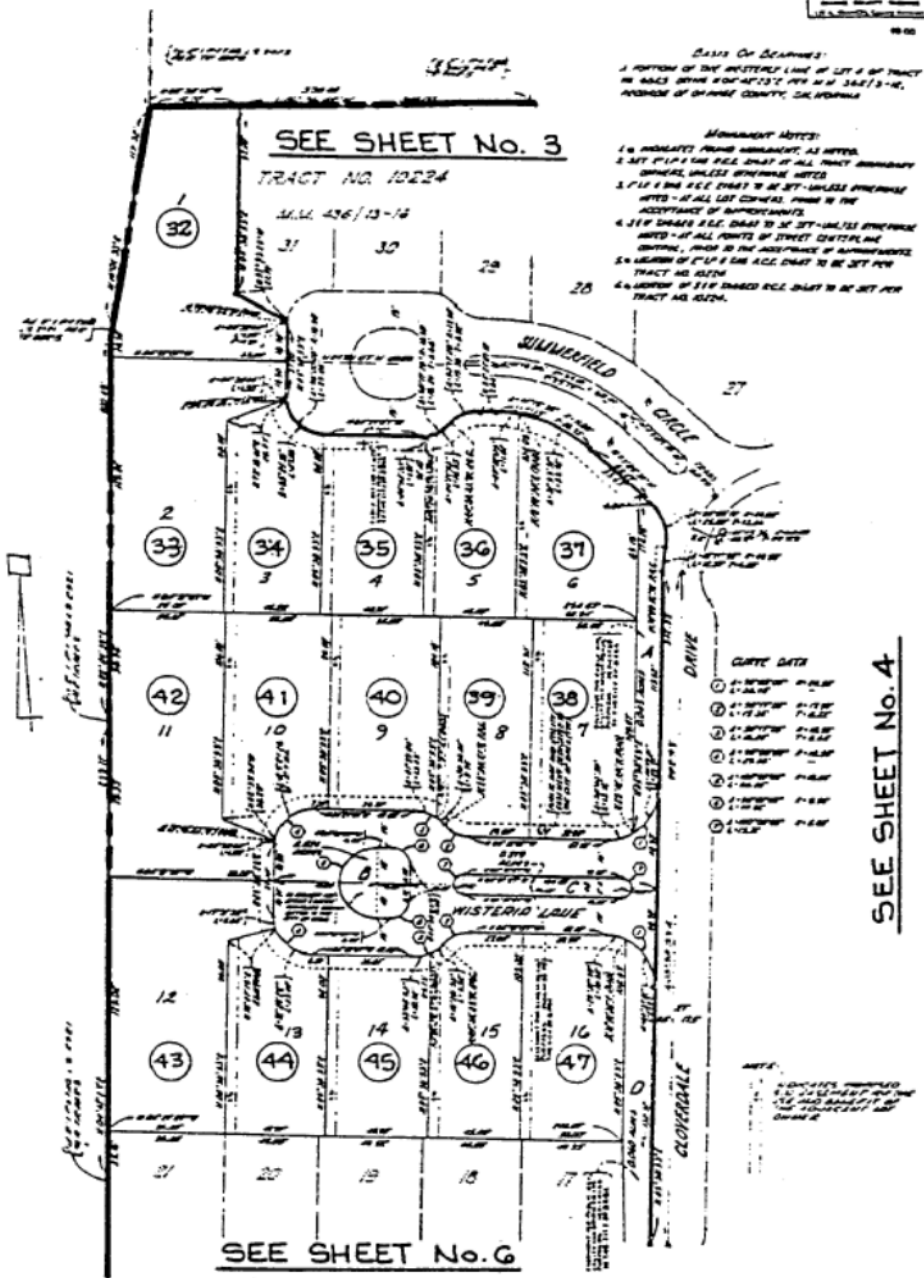
### CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
SHEET 4 OF 17

TRACT NO. 10324  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21657  
 AUGUST, 1978

34 985

ACCEPTED FOR RECORD  
 BY THE COUNTY CLERK  
 OF ORANGE COUNTY, CALIFORNIA  
 AUGUST 1, 1978

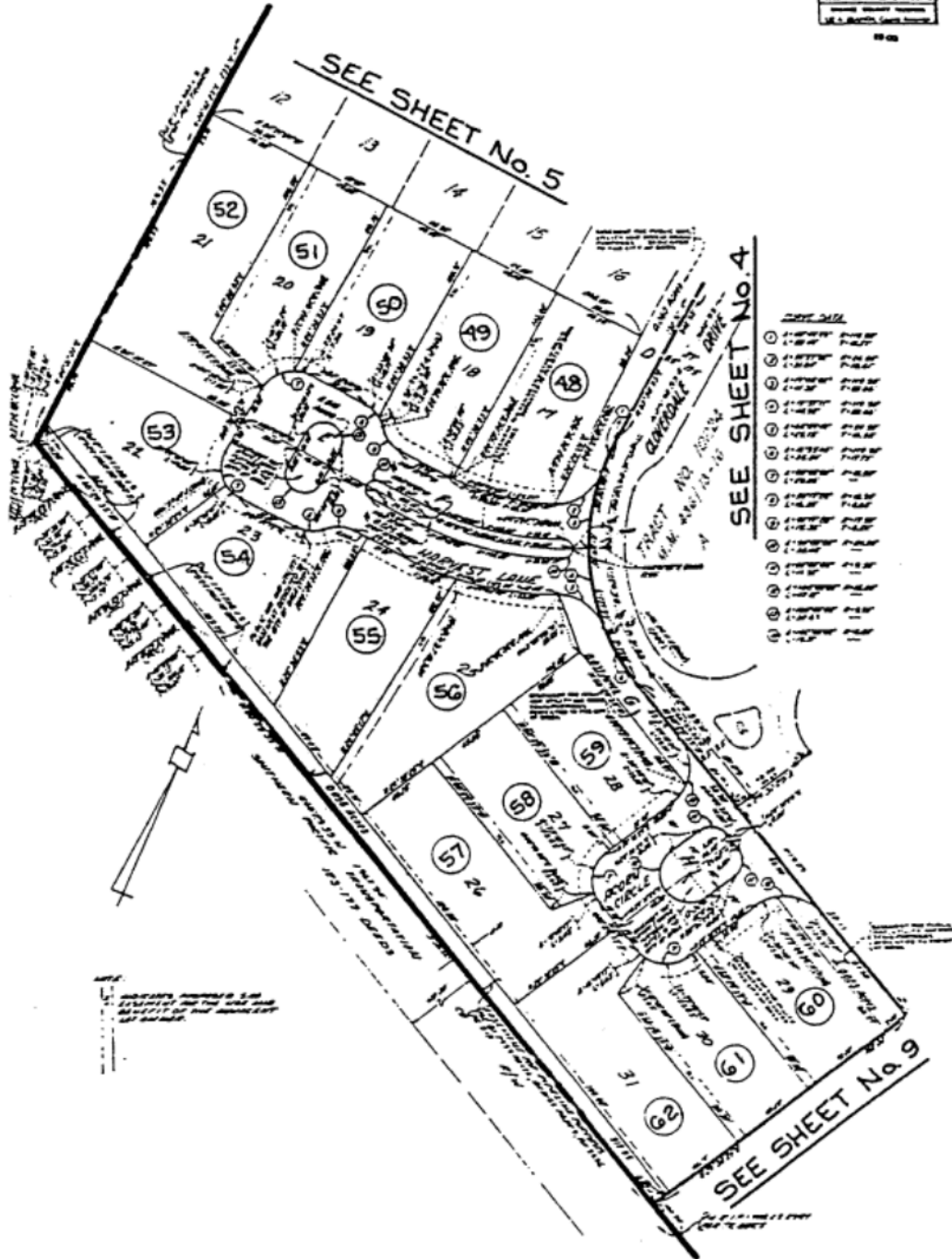
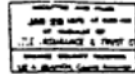


**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 5 OF 17

# TRACT NO. 10324

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.  
 CHURCH ENGINEERING, INC. JAN. A. ADAMS, R.C.E. 21687  
 AUGUST, 1970

34985



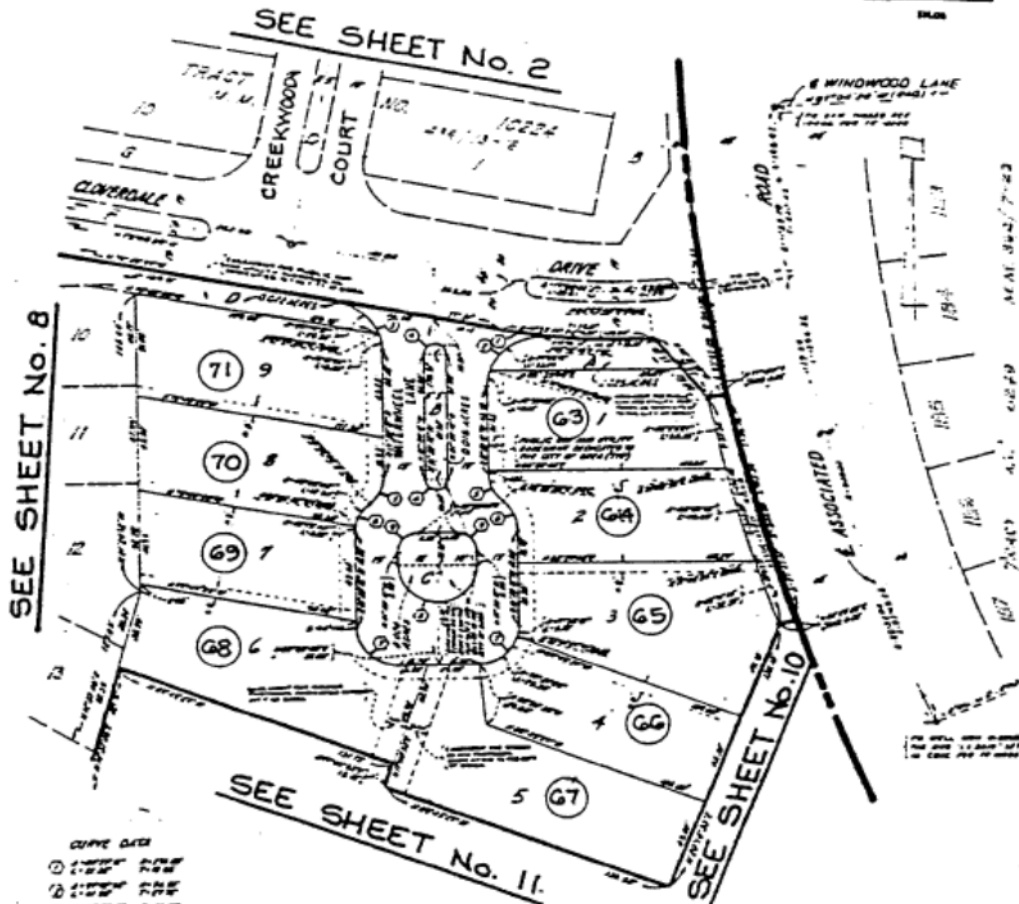
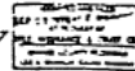
## ASSESSMENT DIAGRAM

### CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 6 OF 17

IMPLICATE  
**TRACT NO. 10325**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.  
 CHURCH ENGINEERING, INC.      JAN A. ADAMS, R.C.E. 2/1987

33542



SEE SHEET No. 8

SEE SHEET No. 2

SEE SHEET No. 11

SEE SHEET No. 10

- CURVE DATA**
- ① 1.1000' R.C. 11.25°
  - ② 1.1000' R.C. 11.25°
  - ③ 1.1000' R.C. 11.25°
  - ④ 1.1000' R.C. 11.25°
  - ⑤ 1.1000' R.C. 11.25°
  - ⑥ 1.1000' R.C. 11.25°
  - ⑦ 1.1000' R.C. 11.25°
  - ⑧ 1.1000' R.C. 11.25°
  - ⑨ 1.1000' R.C. 11.25°
  - ⑩ 1.1000' R.C. 11.25°

**BASE OF BEARINGS**  
 1. PORTION OF THE SOUTHWESTERLY LINE OF LOT 4 OF TRACT NO. 8625 BEING "PART 35" PER 10 OF 34472-10, RECORDS OF ORANGE COUNTY, CALIFORNIA

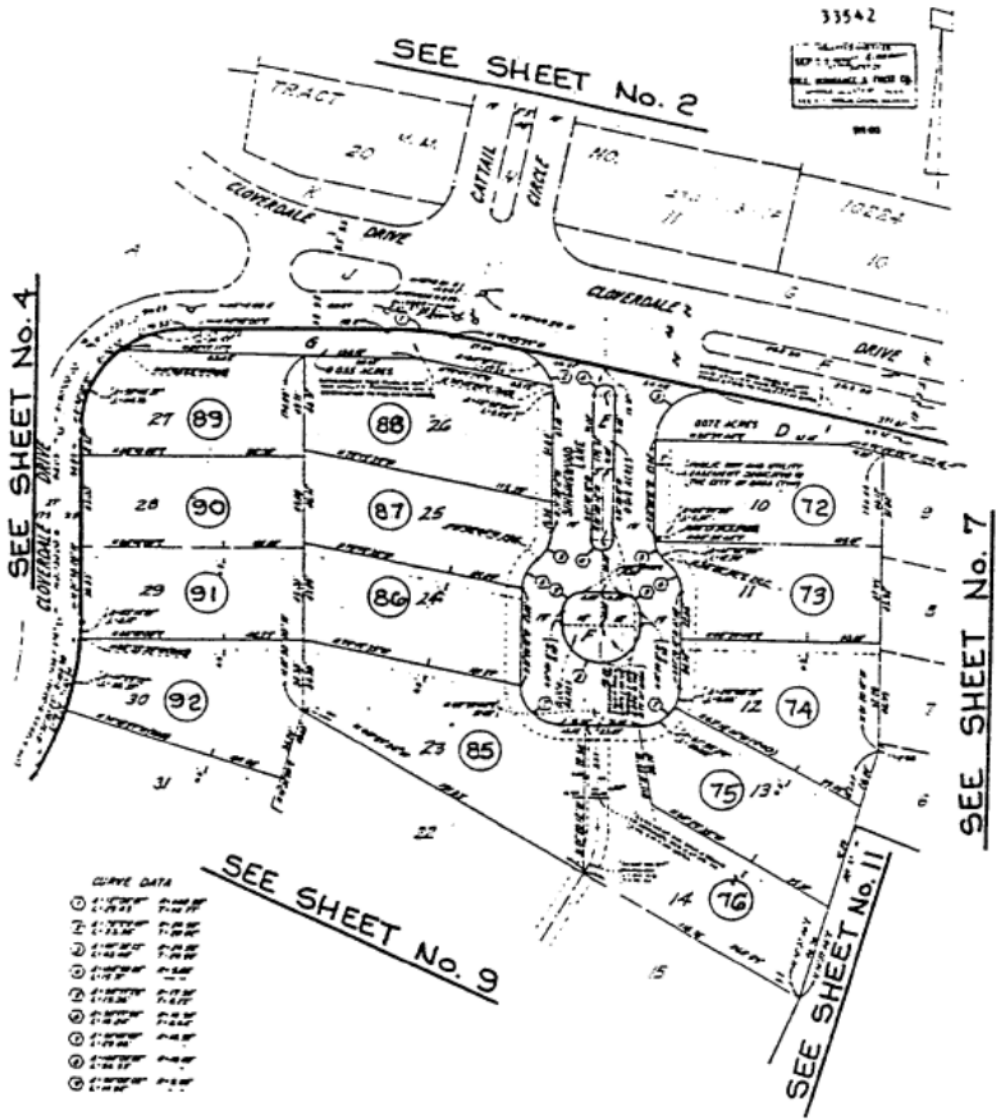
- MONUMENT NOTES:**
1. 1" INDICATES FINISHED MONUMENT, UNLIMITED
  2. SET 1/4" 1/4" R.C.E. STAKES AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
  3. 1/4" 1/4" R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
  4. 3/4" 1/4" R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE.
  5. 6. LOCATION OF 1/4" 1/4" R.C.E. STAKES TO BE SET PER TRACT NO. 8324
  6. 6. LOCATION OF 1/4" 1/4" R.C.E. STAKES TO BE SET PER TRACT NO. 8324
  7. 10. LOCATION OF 1/4" 1/4" TAGGED R.C.E. STAKES TO BE SET PER TRACT NO. 8324

**NOTE:**  
 UNDESIGNED PROPOSED 8" R.C.E. STAKES TO BE SET FOR THE BENEFIT OF THE ADJACENT LOT OWNER

**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 7 OF 17

RESO NO. 2019-037  
 June 4, 2019

**TRACT NO. 10325**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687

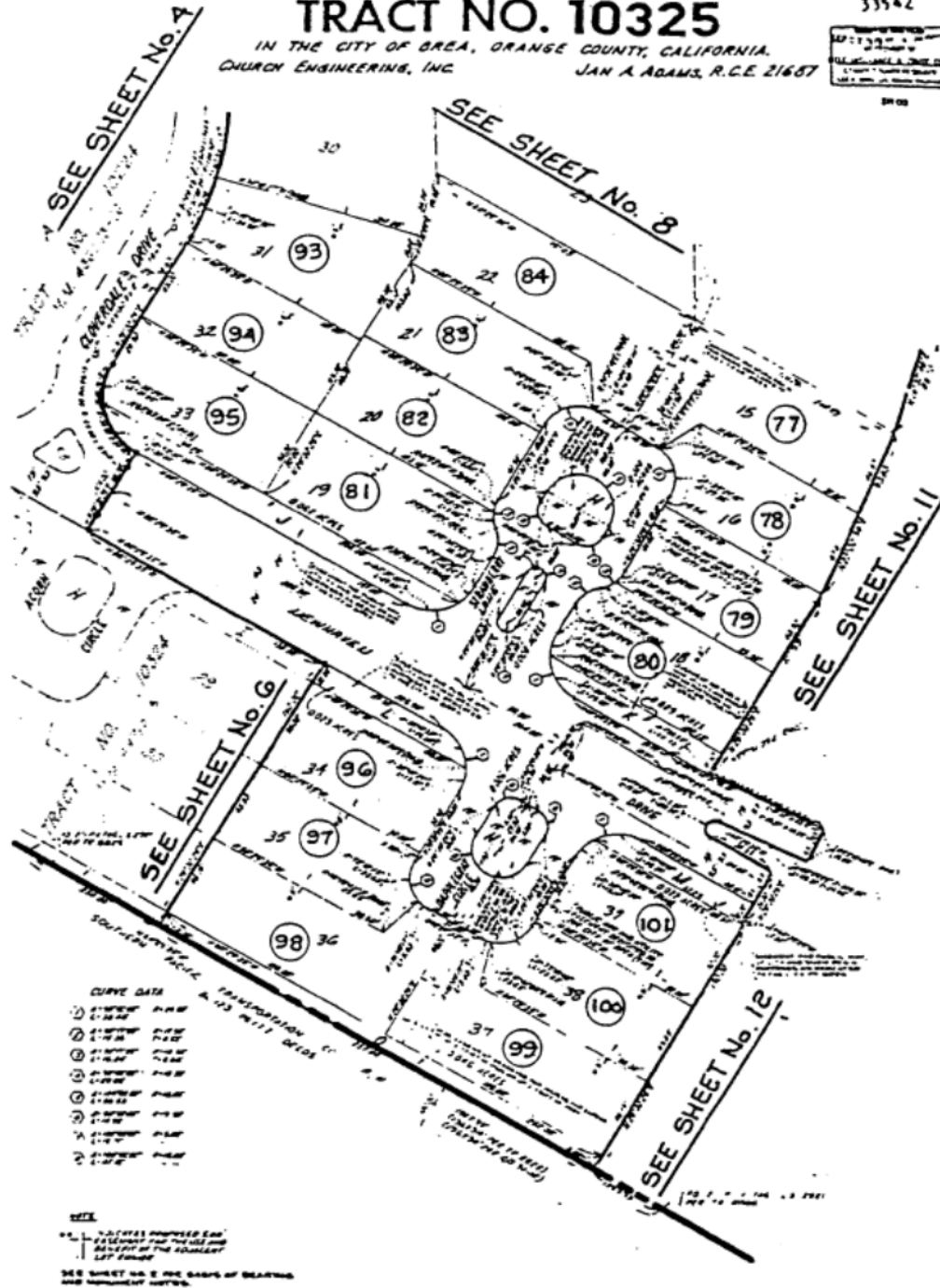
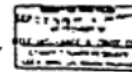


**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 8 OF 17

RESO NO. 2019-037  
 June 4, 2019

REFLECT  
**TRACT NO. 10325**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.  
 CHURCH ENGINEERING, INC.      JAN A. ADAMS, R.C.E. 21667

33542



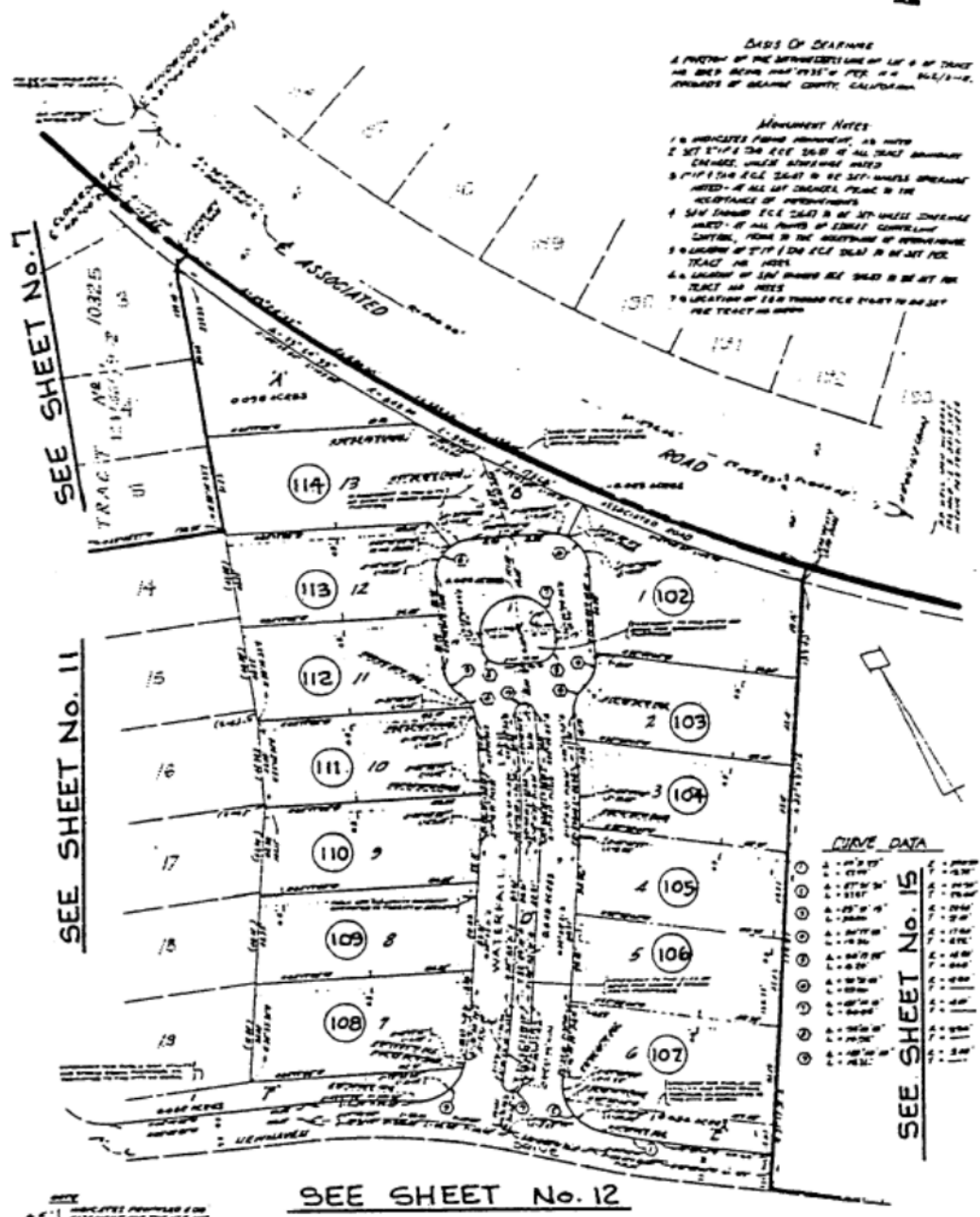
**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 9 OF 17

RESO NO. 2019-037  
 June 4, 2019



**TRACT NO. 10326**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687  
 DECEMBER, 1978

33293  
 MAP IT IN  
 THE OFFICE OF THE  
 COUNTY ENGINEER  
 150 N. GARDEN, CALIFORNIA  
 92640



**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 10 OF 17

RESO NO. 2019-037  
 June 4, 2019

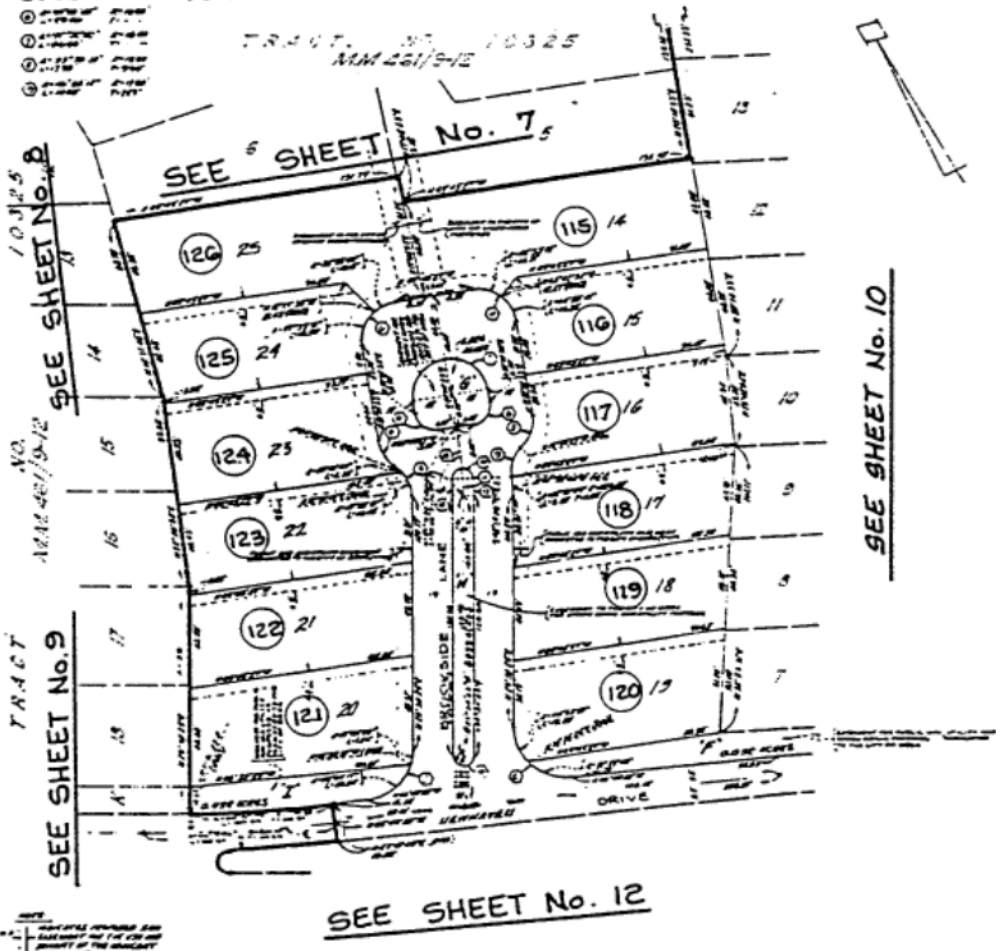
MAP CASE  
**TRACT NO. 10326**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHURCH ENGINEERING, INC.      JAN A. ADAMS, R.C.E. 21587  
 DECEMBER, 1978

33543  
 MAP 11 278 - 10000  
 OF TRACT NO.  
 THE BREA, CALIF.  
 CHURCH ENGINEERING, INC.  
 10000

*Basis Of Diagram*  
 A PORTION OF THE INTERMEDIATE MAP OF A TRACT  
 AS BEING SHOWN HEREON IS PER MAP 33543-3,  
 RECORDS OF ORANGE COUNTY, CALIFORNIA.

*MEASUREMENT NOTES*  
 1. ALL DIMENSIONS SHOWN HEREON, UNLESS NOTED  
 OTHERWISE, ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS ARE TO BE TAKEN AS SHOWN  
 UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	AREA
1	11' x 12' 6"	136.5
2	11' x 12' 6"	136.5
3	11' x 12' 6"	136.5
4	11' x 12' 6"	136.5
5	11' x 12' 6"	136.5
6	11' x 12' 6"	136.5
7	11' x 12' 6"	136.5
8	11' x 12' 6"	136.5
9	11' x 12' 6"	136.5
10	11' x 12' 6"	136.5
11	11' x 12' 6"	136.5
12	11' x 12' 6"	136.5
13	11' x 12' 6"	136.5
14	11' x 12' 6"	136.5
15	11' x 12' 6"	136.5
16	11' x 12' 6"	136.5
17	11' x 12' 6"	136.5
18	11' x 12' 6"	136.5
19	11' x 12' 6"	136.5
20	11' x 12' 6"	136.5
21	11' x 12' 6"	136.5
22	11' x 12' 6"	136.5
23	11' x 12' 6"	136.5
24	11' x 12' 6"	136.5
25	11' x 12' 6"	136.5
26	11' x 12' 6"	136.5
27	11' x 12' 6"	136.5
28	11' x 12' 6"	136.5
29	11' x 12' 6"	136.5
30	11' x 12' 6"	136.5

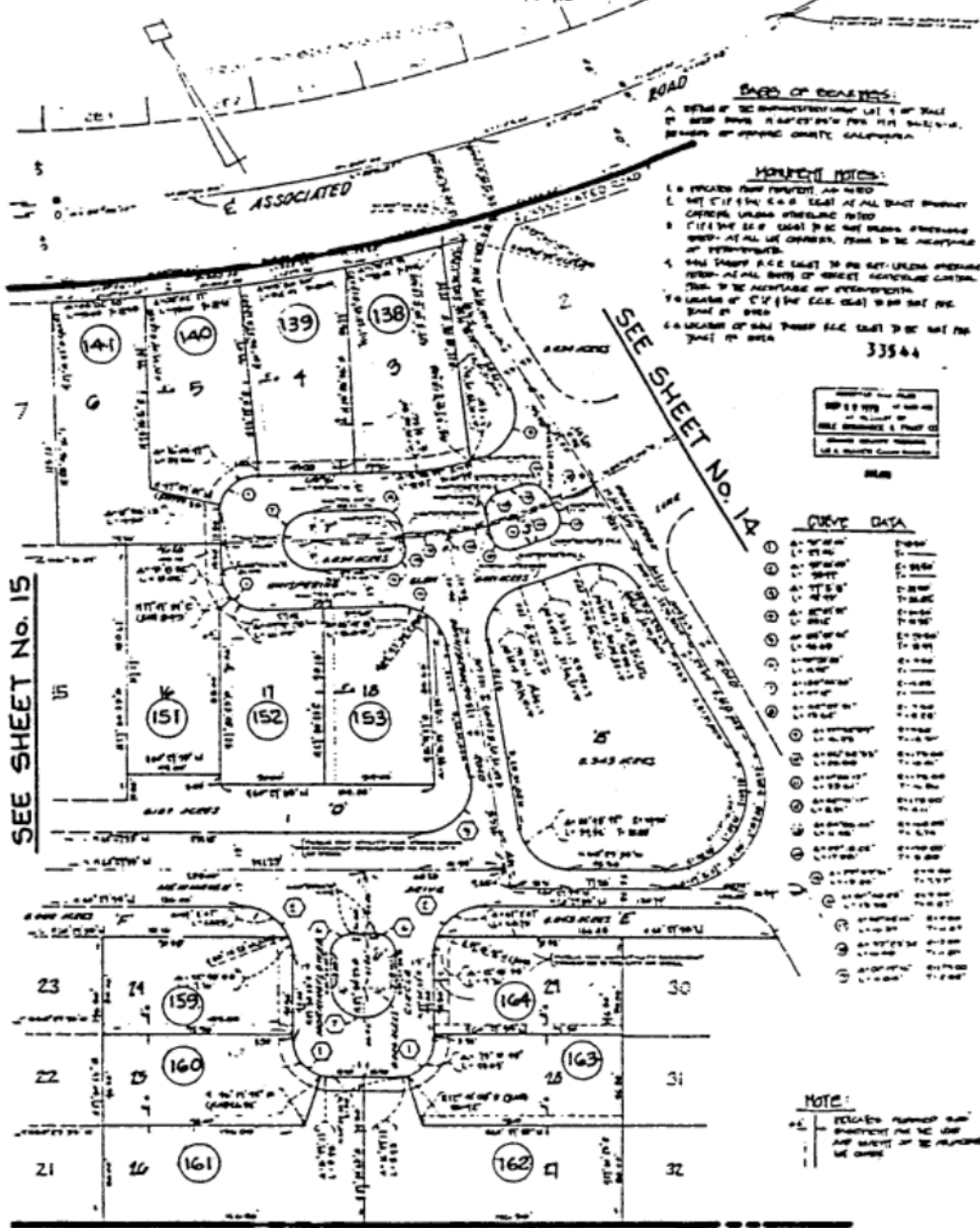


**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET II OF 17

RESO NO. 2019-037  
 June 4, 2019



TRACT NO. 10327  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHUCK CHRISTENSEN, INC.      JAMES A. ADAMS, F.C.E. 21687  
 December, 1916



**BASE OF ROAD:**  
 A. BEING THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.

**MONUMENT NOTES:**  
 1. ALL LOTS ARE TO BE BOUND BY THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.  
 2. THE CENTERLINE OF THE ROAD IS TO BE THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.  
 3. THE CENTERLINE OF THE ROAD IS TO BE THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.  
 4. THE CENTERLINE OF THE ROAD IS TO BE THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.  
 5. THE CENTERLINE OF THE ROAD IS TO BE THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.  
 6. THE CENTERLINE OF THE ROAD IS TO BE THE CENTERLINE OF THE ROAD AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.

33544

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

CURVE DATA	
1	100.00'
2	100.00'
3	100.00'
4	100.00'
5	100.00'
6	100.00'
7	100.00'
8	100.00'
9	100.00'
10	100.00'
11	100.00'
12	100.00'
13	100.00'
14	100.00'
15	100.00'
16	100.00'
17	100.00'
18	100.00'
19	100.00'
20	100.00'
21	100.00'
22	100.00'
23	100.00'
24	100.00'
25	100.00'
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29	100.00'
30	100.00'
31	100.00'
32	100.00'

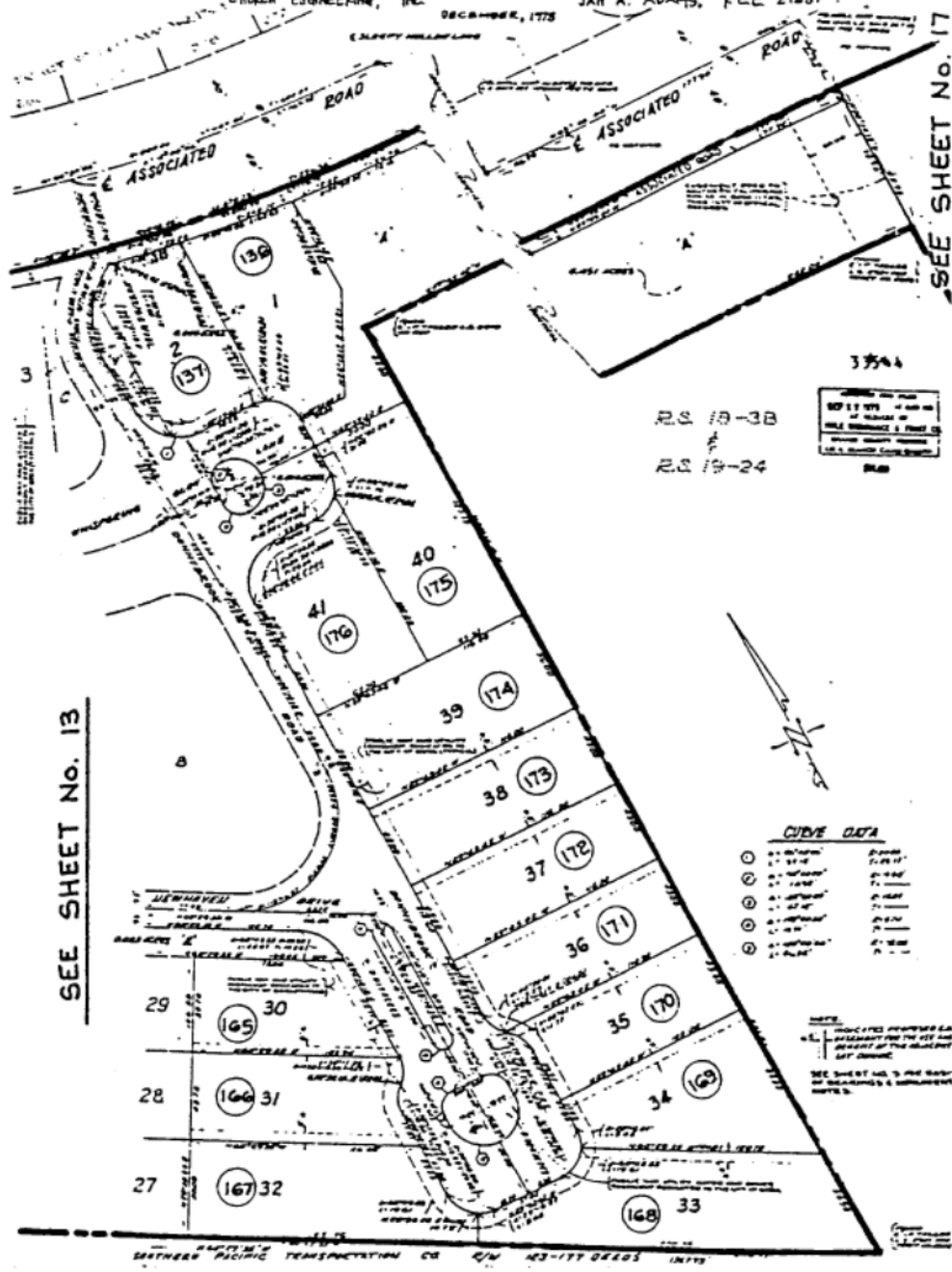
**NOTE:**  
 ALL DIMENSIONS SHOWN ARE AS SHOWN ON THE PLAT OF THE TRACT AS APPROVED BY THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA.

ENGINEERING AND SURVEYING CORPORATION      414 (SOUTH OF THE CENTER)  
 123-177 DEBOS      (SOUTH OF THE CENTER)

**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 13 OF 17

# TRACT NO. 10327

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, FCC 21487  
 DECEMBER, 1973

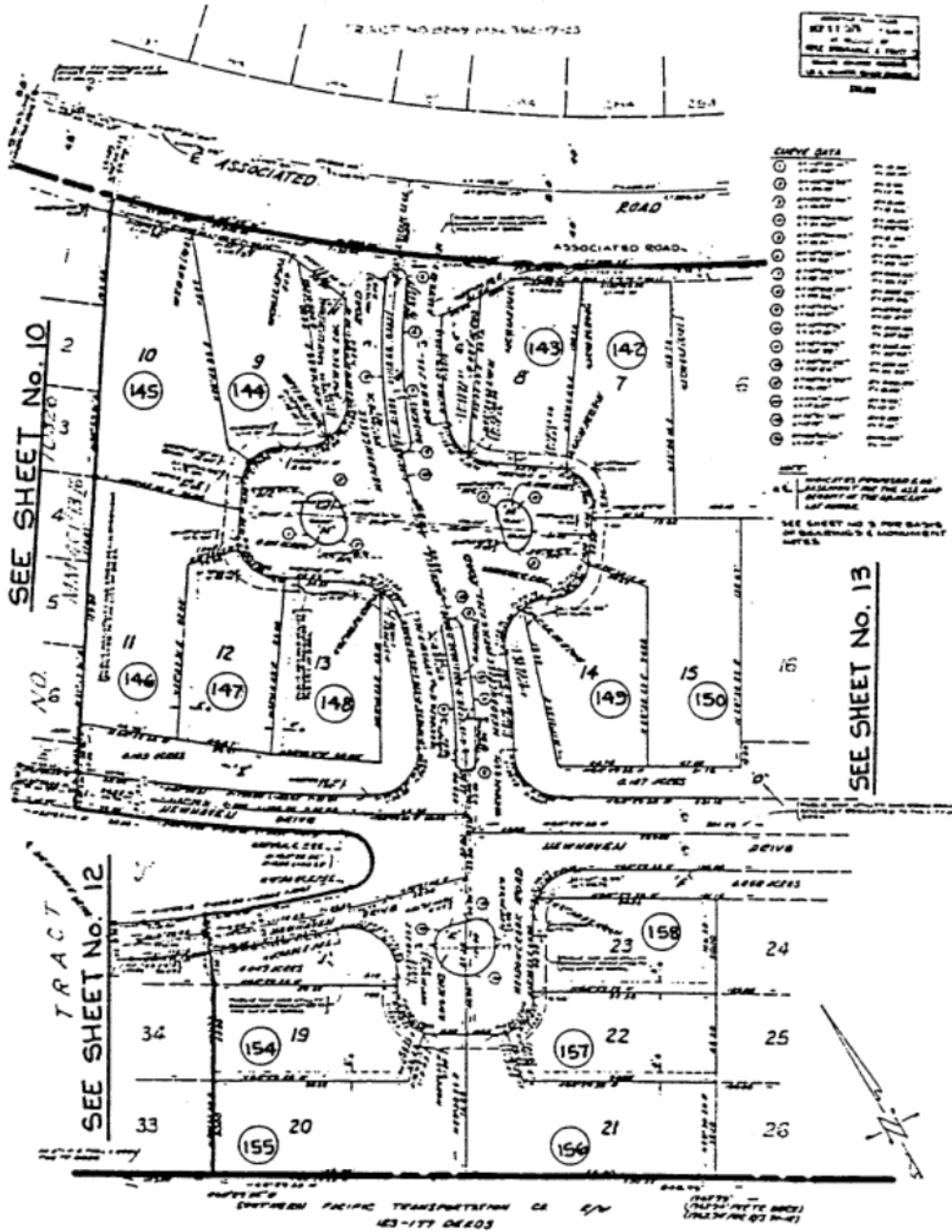


## ASSESSMENT DIAGRAM

### CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 14 OF 17

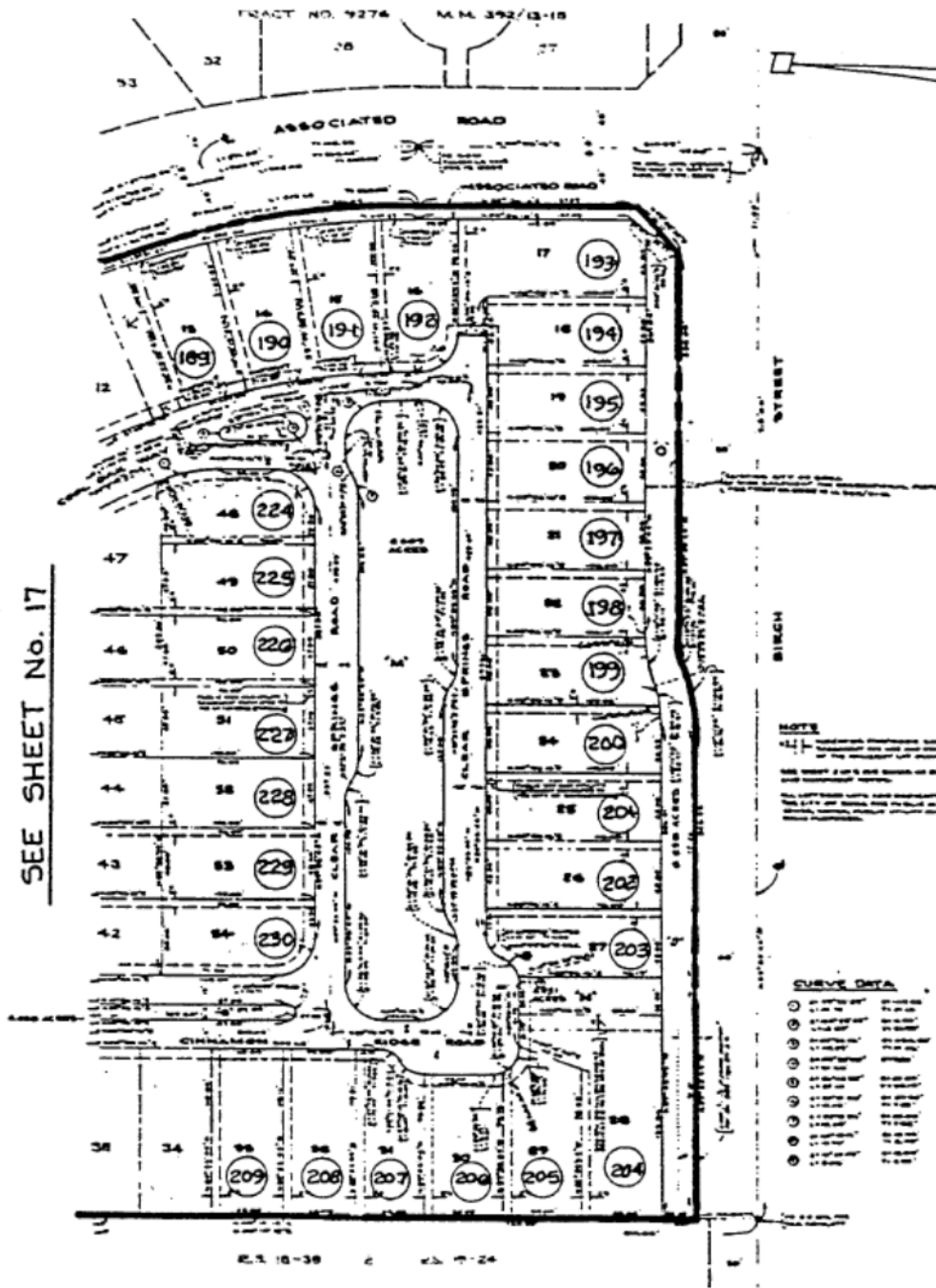
REFLECTOR  
**TRACT NO. 10327**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHUCK CRANEZIKIAN, INC.      JAN A. ADAMS, P.C.E. 21687      33544  
 DECEMBER, 1978



**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 15 OF 17

PROJECT NO. 2000  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 26687  
 JANUARY 1977

Scale: 1" = 40'  
 Date: 1/19/77  
 Project: 2000  
 Sheet: 16 of 17



**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 16 OF 17

RESO NO. 2019-037  
 June 4, 2019

**TRACT NO. 9298**  
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA  
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687  
 JANUARY 1977

CONFORMS TO THE CITY OF BREA STREET LIGHTING DISTRICT NO. 4 RECORD MAPS & TRACT NO. 9298 RECORD MAPS & TRACT NO. 9298

**BASIS OF BEARINGS**  
 THE WESTERLY LINE OF LOT 6 OF TRACT NO. 9298 BEING A BEARING PER M.M. 352/17-23 & RECORDS OF ORANGE COUNTY, CALIFORNIA.

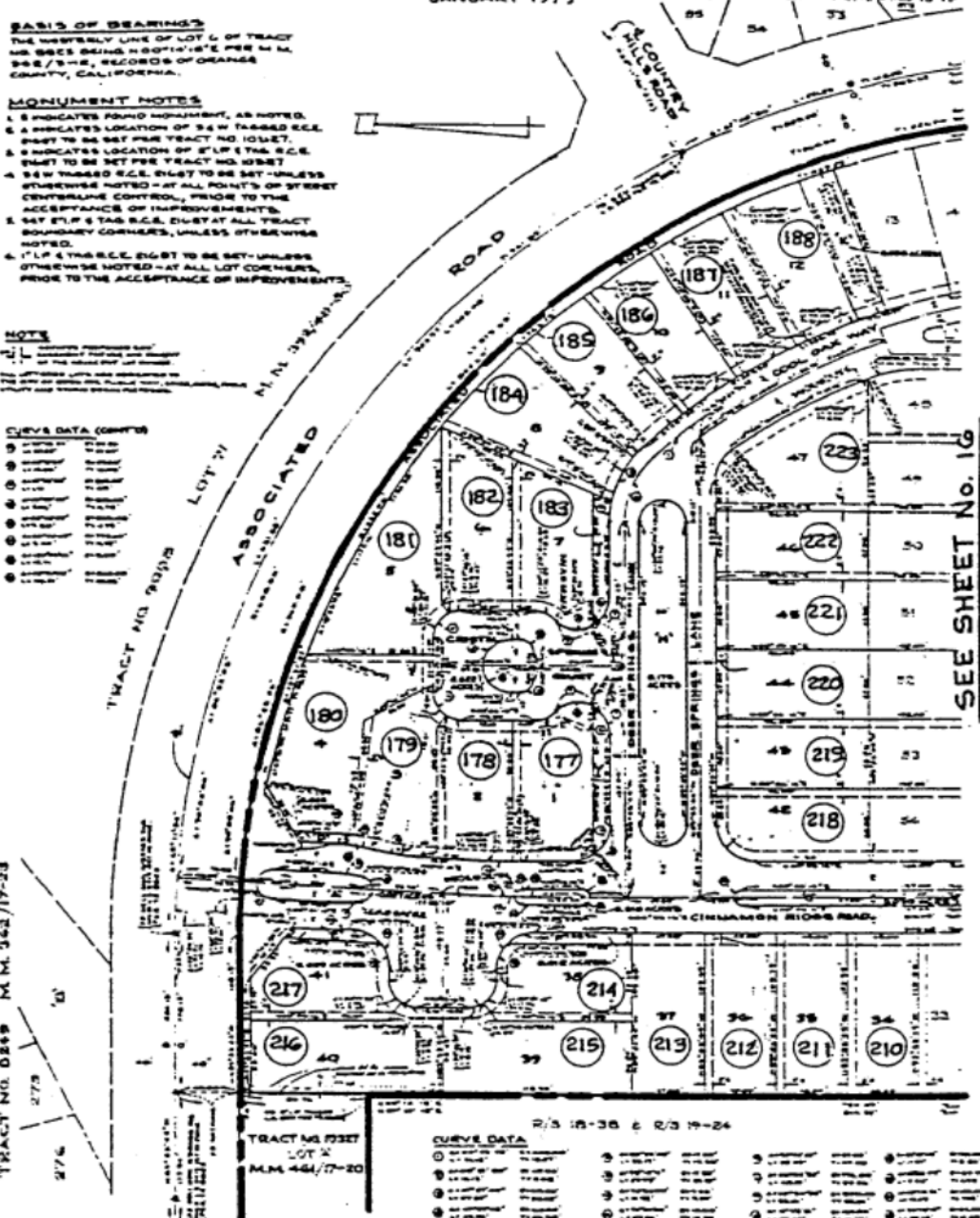
- MONUMENT NOTES**
- 1. S INDICATES FOUND MONUMENT, AS NOTED.
  - 2. S INDICATES LOCATION OF 24 IN THAGED S.C.E. MUST TO BE SET FOR TRACT NO. 101517.
  - 3. S INDICATES LOCATION OF 2' L.P. (THE S.C.E. MUST TO BE SET FOR TRACT NO. 101517.
  - 4. 24 IN THAGED S.C.E. MUST TO BE SET UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE CONTROL, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
  - 5. 24 IN THAGED S.C.E. MUST AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
  - 6. 1' L.P. (THE S.C.E. MUST TO BE SET UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.

**NOTES**

- 1. ALL IMPROVEMENTS MUST BE SET PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
- 2. ALL IMPROVEMENTS MUST BE SET PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
- 3. ALL IMPROVEMENTS MUST BE SET PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
- 4. ALL IMPROVEMENTS MUST BE SET PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.

**CURVE DATA (CONTS)**

Curve No.	Stationing	Radius	Delta	Length	Chord	Offset
1	217+00 to 217+10	1500	180°	100	100	0
2	217+10 to 217+20	1500	180°	100	100	0
3	217+20 to 217+30	1500	180°	100	100	0
4	217+30 to 217+40	1500	180°	100	100	0
5	217+40 to 217+50	1500	180°	100	100	0
6	217+50 to 217+60	1500	180°	100	100	0
7	217+60 to 217+70	1500	180°	100	100	0
8	217+70 to 217+80	1500	180°	100	100	0
9	217+80 to 217+90	1500	180°	100	100	0
10	217+90 to 218+00	1500	180°	100	100	0



SEE SHEET No. 14

**CURVE DATA**

Curve No.	Stationing	Radius	Delta	Length	Chord	Offset
1	217+00 to 217+10	1500	180°	100	100	0
2	217+10 to 217+20	1500	180°	100	100	0
3	217+20 to 217+30	1500	180°	100	100	0
4	217+30 to 217+40	1500	180°	100	100	0
5	217+40 to 217+50	1500	180°	100	100	0
6	217+50 to 217+60	1500	180°	100	100	0
7	217+60 to 217+70	1500	180°	100	100	0
8	217+70 to 217+80	1500	180°	100	100	0
9	217+80 to 217+90	1500	180°	100	100	0
10	217+90 to 218+00	1500	180°	100	100	0

**ASSESSMENT DIAGRAM**  
**CITY OF BREA STREET LIGHTING ASSESSMENT**  
**DISTRICT No. 4**  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 SHEET 17 OF 17



## RESOLUTION NO. 2019-038

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5 FOR THE FISCAL YEAR 2019-2020

#### A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 5 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

#### B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$914.62 for each lot located within said District are

hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.

4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

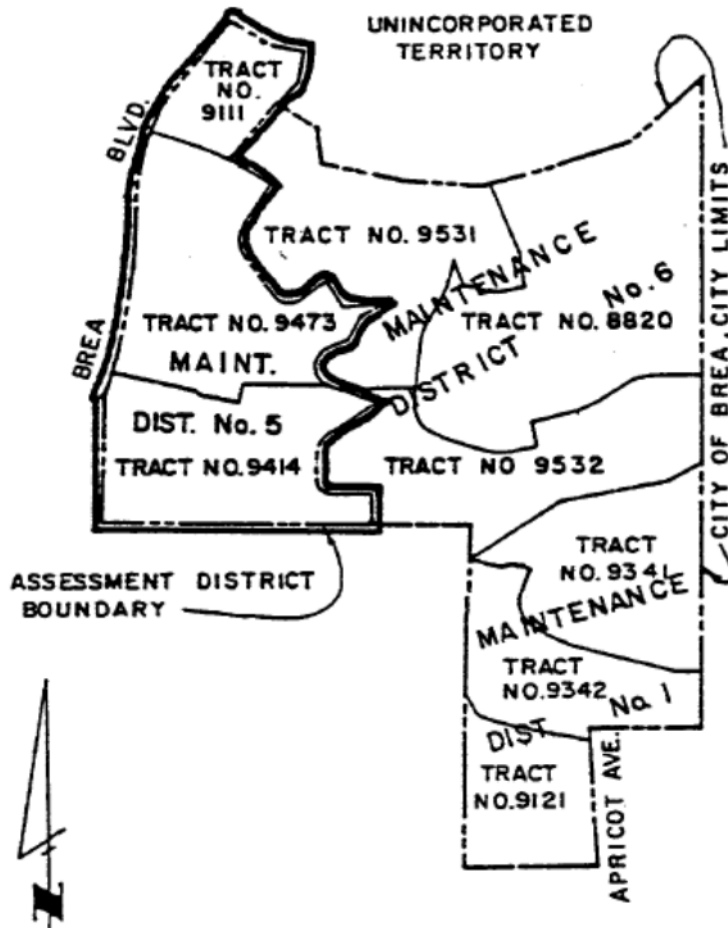
\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**





**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5**

LANDSCAPE AND LIGHTING ASSESSMENT **DISTRICT NO. 5** INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9111 RECORDED IN BOOK 374, PAGES 24, 25 AND 26 OF TRACT NO. 9414 RECORDED IN BOOK 409, PAGES 8 AND 9, AND OF TRACT NO. 9473 RECORDED IN BOOK 291, PAGES 26, 27 AND 28, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



SCALE : 1" = 600'

**LEGEND**

-  ASSESSMENT DISTRICT BOUNDARY
-  TRACT BOUNDARY
-  ASSESSMENT DISTRICT NUMBER
-  TRACT LOT NUMBER

113 PARCELS

SHEET 1 OF

ASSESSMENT DIAGRAM  
**LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 5**

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



FORGONE: 11003 AC  
NO. LOTS: 49 AND LOT 2\*

# TRACT NO 9473

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

345  
DEC 1 1978  
OFF ORANGE AND CO. CL.

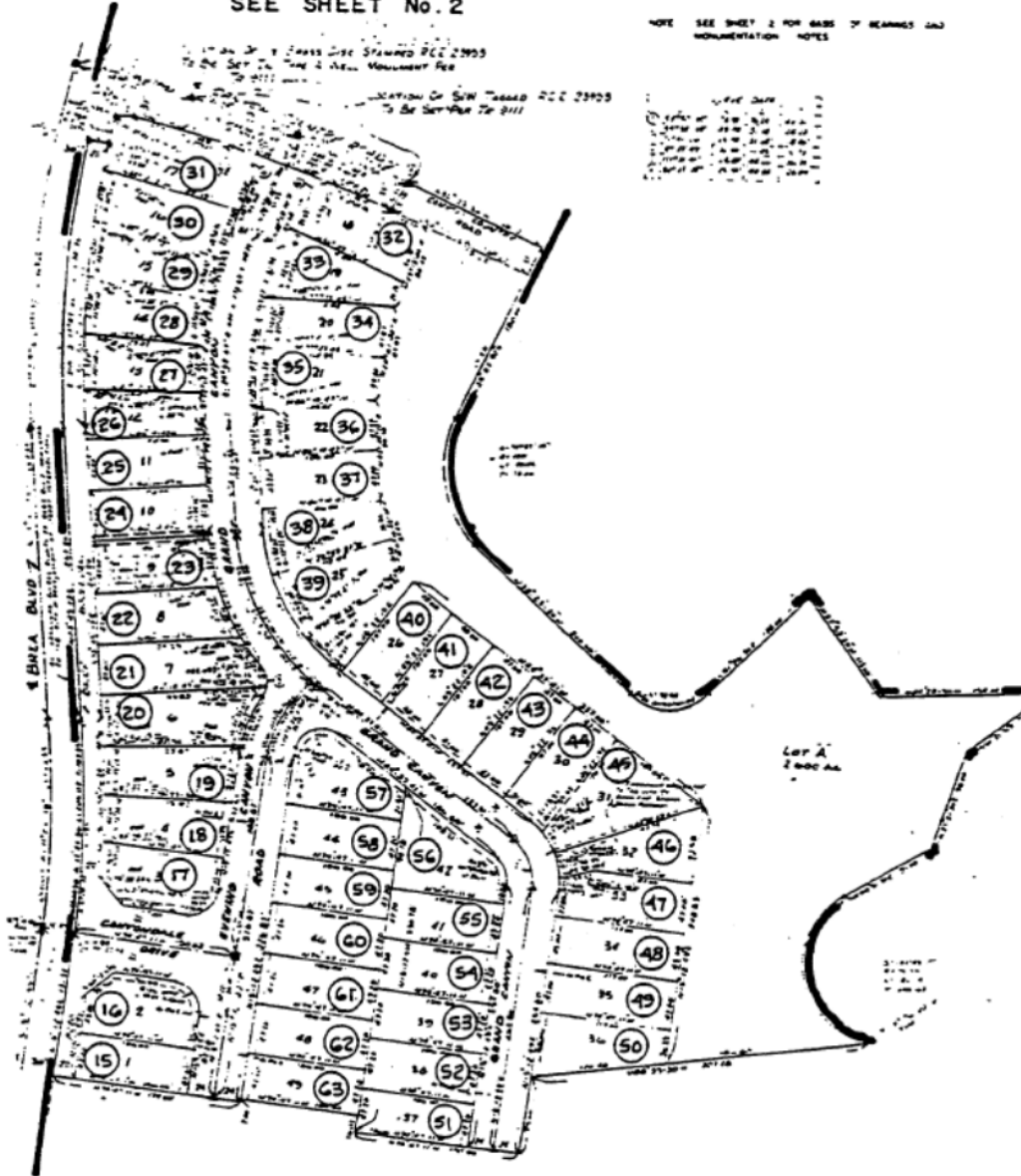
HOWARD E. MCCOY  
R.C.E. NO. 23953

JULY, 1976

DUCA AND MCCOY

SEE SHEET No. 2

NOTE SEE SHEET 2 FOR BASIS OF MEASUREMENTS AND MONUMENTATION NOTES



SEE SHEET No. 4

113 PARCELS

SHEET 3 OF 4

ASSESSMENT DIAGRAM.  
LIGHTING & MAINTENANCE  
ASSESSMENT DISTRICT NO. 5  
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

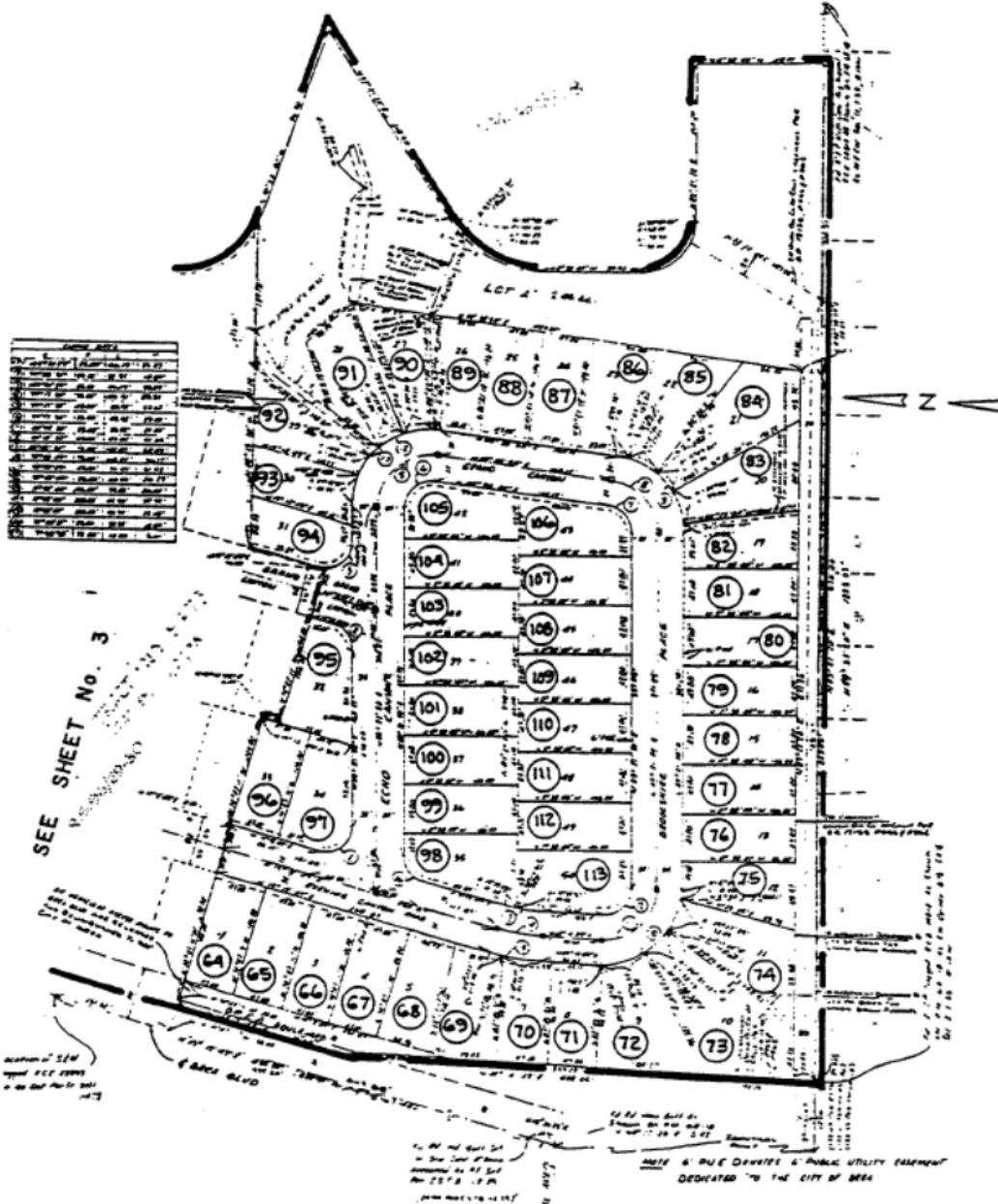
RESO NO. 2019-038  
June 4, 2019

**TRACT NO 3117**  
 IN THE CITY OF BREA,  
 COUNTY OF ORANGE, STATE OF CALIFORNIA

RICHARD E. MCCOY  
 R.C.E. 79958

DECEMBER, 1974

RICA AND MCCOY  
 CIVIL ENGINEERS - PLANNERS



**BASES OF MEASUREMENT:**  
 The bearings and distances are for the most part  
 taken from the 1965 Plat of the City of Brea  
 and from the 1965 Plat of the City of Brea  
 and from the 1965 Plat of the City of Brea

**113 PARCELS** **SHEET 4 OF 4**  
 ASSESSMENT DIAGRAM  
**LIGHTING & MAINTENANCE**  
 ASSESSMENT DISTRICT NO. 5  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

## RESOLUTION NO. 2019-039

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6 FOR THE FISCAL YEAR 2019-2020

#### A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 6 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

#### B. RESOLUTION:

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$1450.35 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.



4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

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

DATED: \_\_\_\_\_

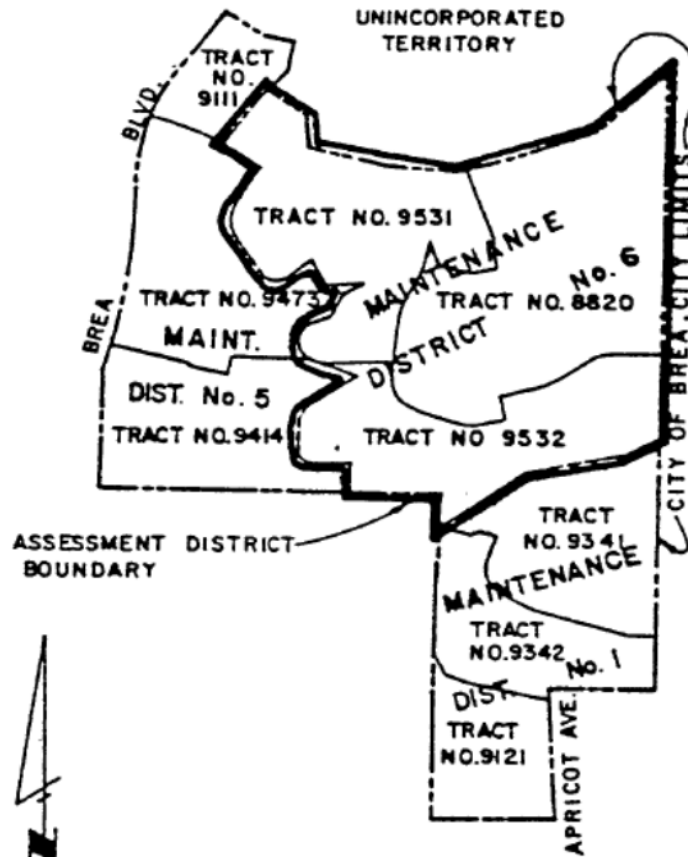
\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**





**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6**

LANDSCAPE AND LIGHTING ASSESSMENT **DISTRICT NO. 6** INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 8820, RECORDED IN BOOK 454, PAGES 19 THROUGH 24 INCLUSIVE, TRACT NO. 9531, RECORDED IN BOOK 423, PAGES 24 THROUGH 28 INCLUSIVE, AND TRACT NO. 9532 RECORDED IN BOOK 454, PAGES 25 THROUGH 28, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



SCALE : 1" = 600'

**LEGEND**

-  ASSESSMENT DISTRICT BOUNDRY
-  TRACT BOUNDRY
-  ASSESSMENT DISTRICT NUMBER
-  TRACT LOT NUMBER

135 PARCELS

SHEET 1 OF 10

ASSESSMENT DIAGRAM  
**LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 6**

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

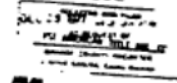
SCALE: 1" = 80'  
ACREAGE: 3.597  
NO. OF LOTS: 42 AND LOTS A THRU F

DUPLICATE

# TRACT NO. 9531

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

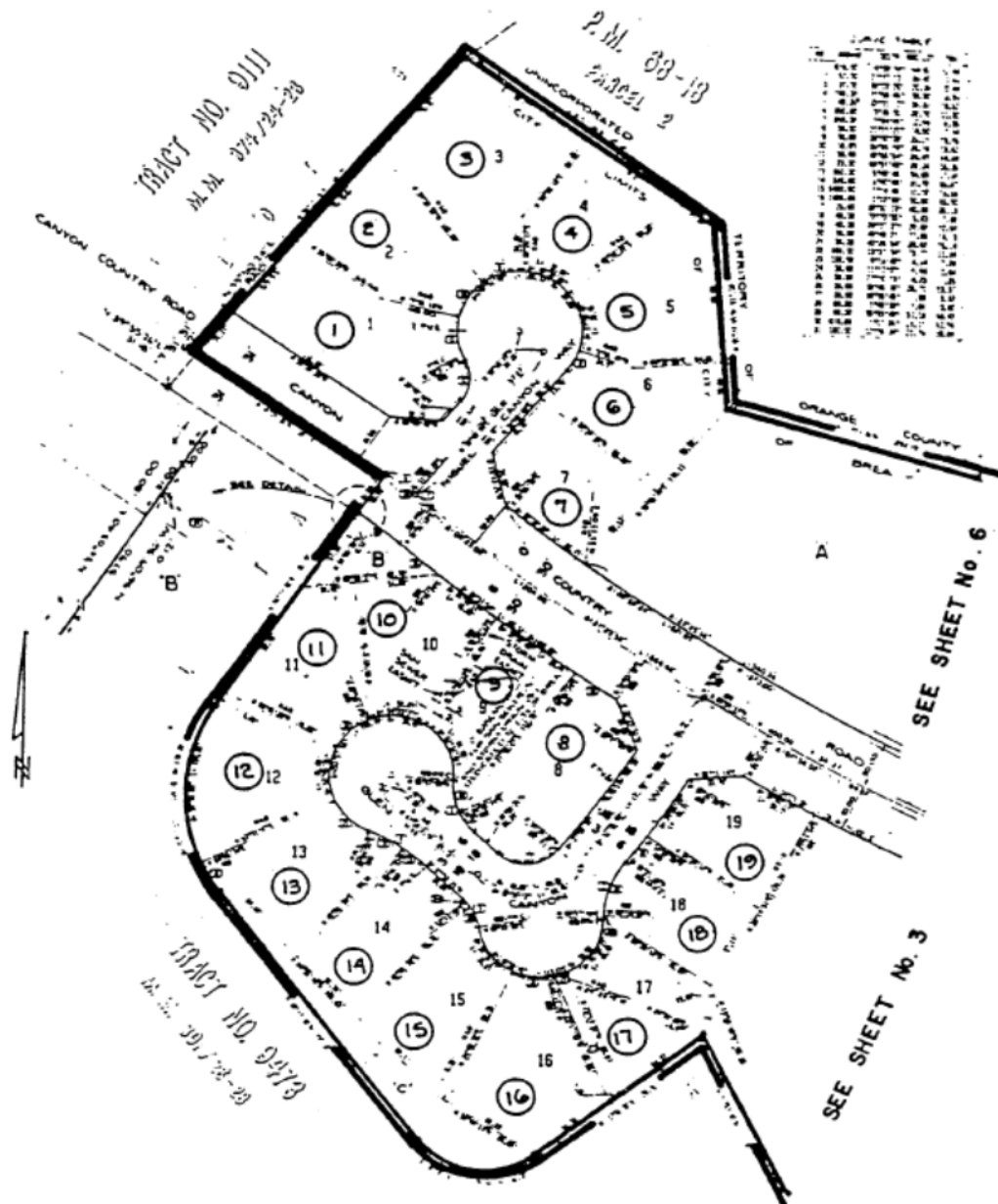
38222



STANLEY C. MORSE, L.S. 3640

JUNE, 1977

STANLEY C. MORSE  
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 2 OF 10

## ASSESSMENT DIAGRAM LIGHTING & MAINTENANCE ASSESSMENT DISTRICT NO. 6 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-039  
June 4, 2019

NO OF LOTS 42 AND LOTS 1-41

# TRACT NO. 9531

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

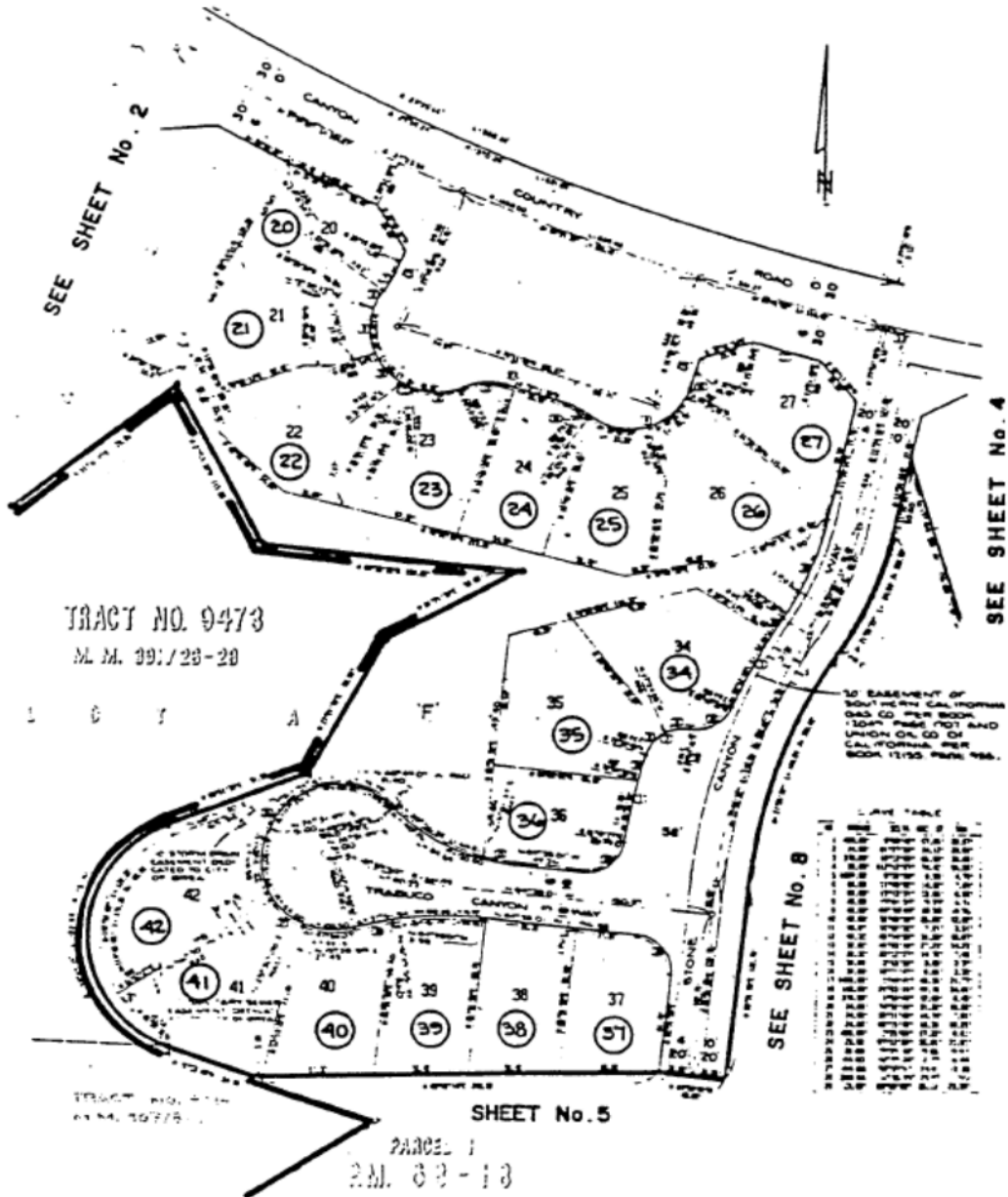
36222

DEC 19 1977  
STANLEY C. MORSE  
CONSULTING CIVIL ENGINEERS

STANLEY C. MORSE, L.S. 3640

JUNE, 1977

STANLEY C. MORSE  
CONSULTING CIVIL ENGINEERS



135 PARCELS

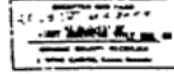
SHEET 3 OF 10

ASSESSMENT DIAGRAM  
LIGHTING & MAINTENANCE  
ASSESSMENT DISTRICT NO. 6  
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SCALE: 1" = 80'  
ACREAGE: 13.592  
NO. OF LOTS: 42 AND LOTS A-F

# TRACT NO. 9531

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

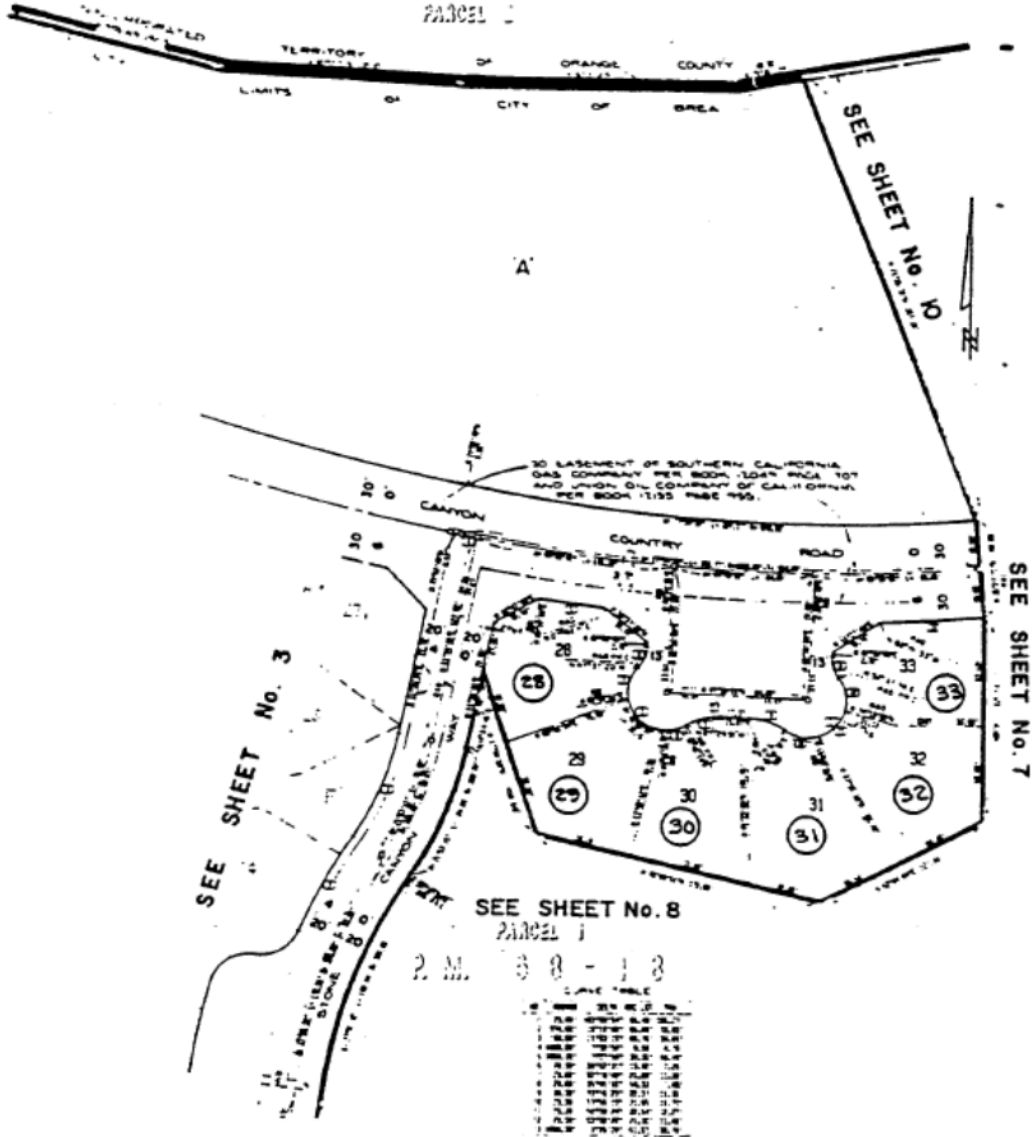


STANLEY C. MORSE  
CONSULTING CIVIL ENGINEERS INC.

JUNE, 1977

P.M. 68-13

PARCEL 1



135. PARCELS

SHEET 4 OF 10

ASSESSMENT DIAGRAM  
LIGHTING & MAINTENANCE  
ASSESSMENT DISTRICT NO. 6

RESO NO. 2019-039  
June 4, 2019

NO. OF LOTS, 52 AND LOTS  
A THRU C

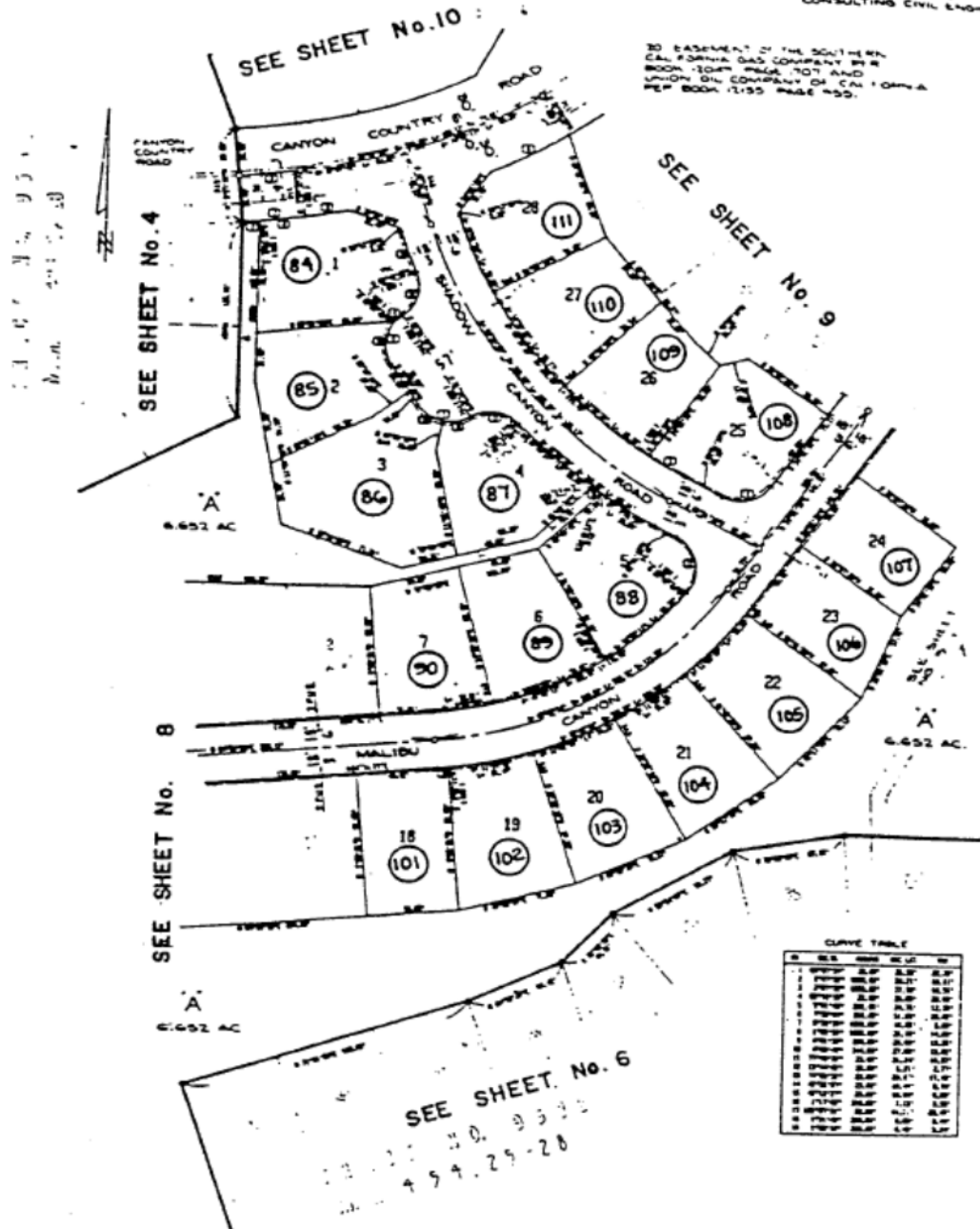
**TRACT NO. 8820**  
IN THE CITY OF BREA,  
COUNTY OF ORANGE, STATE OF CALIFORNIA.



STANLEY C. MORSE, L.S. 3640

AUGUST, 1977

STANLEY C. MORSE  
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 7 OF 10

ASSESSMENT DIAGRAM  
**LIGHTING & MAINTENANCE**  
ASSESSMENT DISTRICT NO. 6  
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

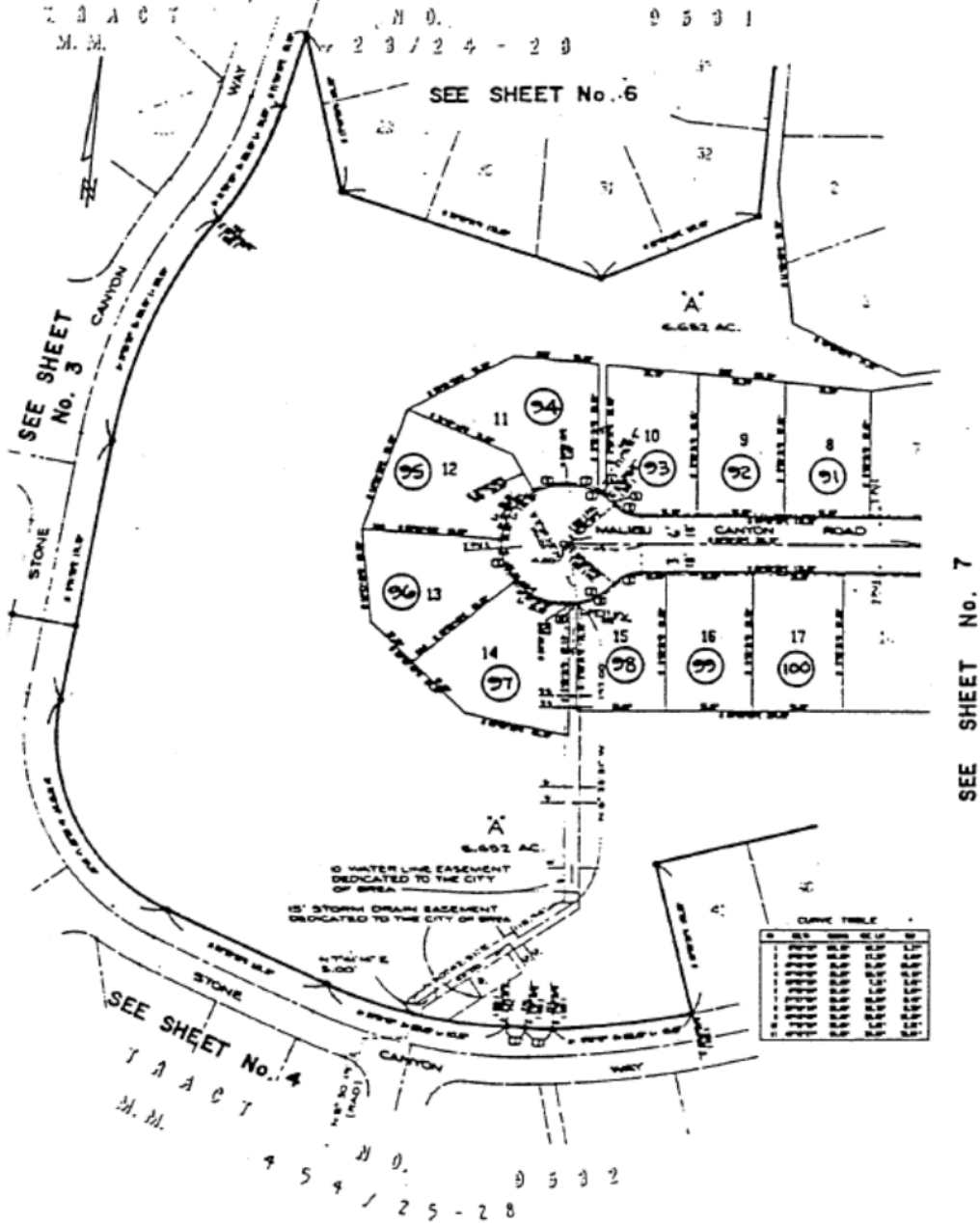
RESO NO. 2019-039  
June 4, 2019

SCALE: 1" = 100'  
 ACRES: 16.033  
 NO. OF LOTS: 57, AND LOTS  
 A THRU C  
 FINAL UNIT OF TENTATIVE  
 TRACT NO. 8820

DUPLICATE  
**TRACT NO. 8820**  
 IN THE CITY OF BREA,  
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

5375  
 STANLEY C. MORSE  
 CONSULTING CIVIL ENGINEER, INC.  
 1000 WEST 10TH STREET  
 ANAHEIM, CALIF. 92801  
 STAMP

STANLEY C. MORSE, L.S. 3640 AUGUST, 1977 STANLEY C. MORSE CONSULTING CIVIL ENGINEER, INC.



135 PARCELS SHEET 8 OF 10

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 6  
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

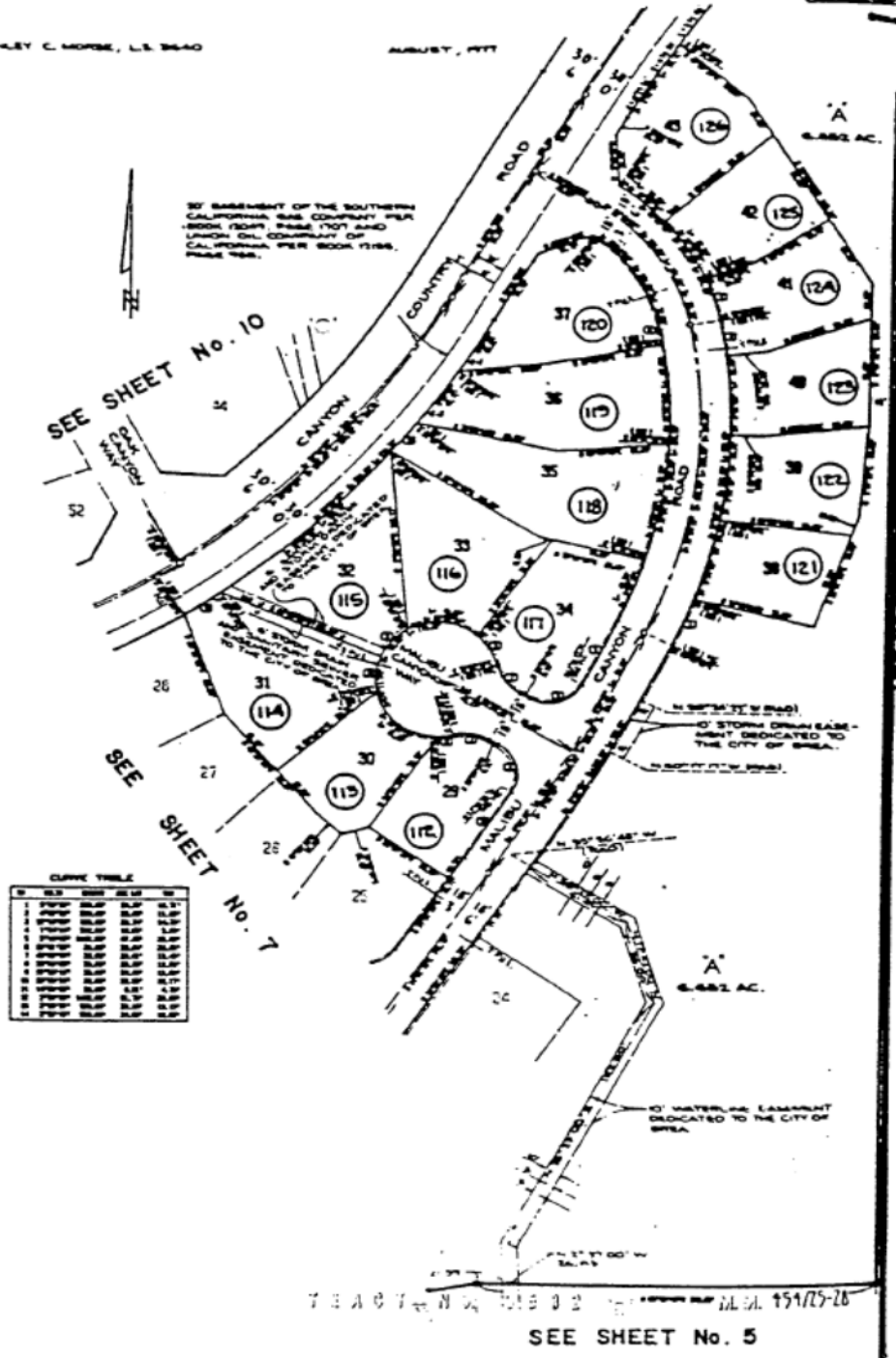


**TRACT NO. 8820**  
 IN THE CITY OF BRECA,  
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

STANLEY C. MORSE, L.S. 2840

AUGUST, 1977

RECORDING INFORMATION  
 DATE OF RECORDING  
 BOOK & PAGE  
 COUNTY & STATE



**135 PARCELS** **SHEET 9 OF 10**

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 6  
 IN THE CITY OF BRECA, COUNTY OF ORANGE, STATE OF CALIFORNIA

RESO NO. 2019-039  
 June 4, 2019

ALTERNATE: 18,030  
 NO. OF LOTS: 52 AND LOTS  
 A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z  
 TRACT NO. 8820

**TRACT NO. 8820**  
 IN THE CITY OF BREA,  
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

5375  
 AUG 2 1980  
 STANLEY C. MORSE  
 CONSULTING CIVIL ENGINEERS, INC.  
 BREA, CALIFORNIA

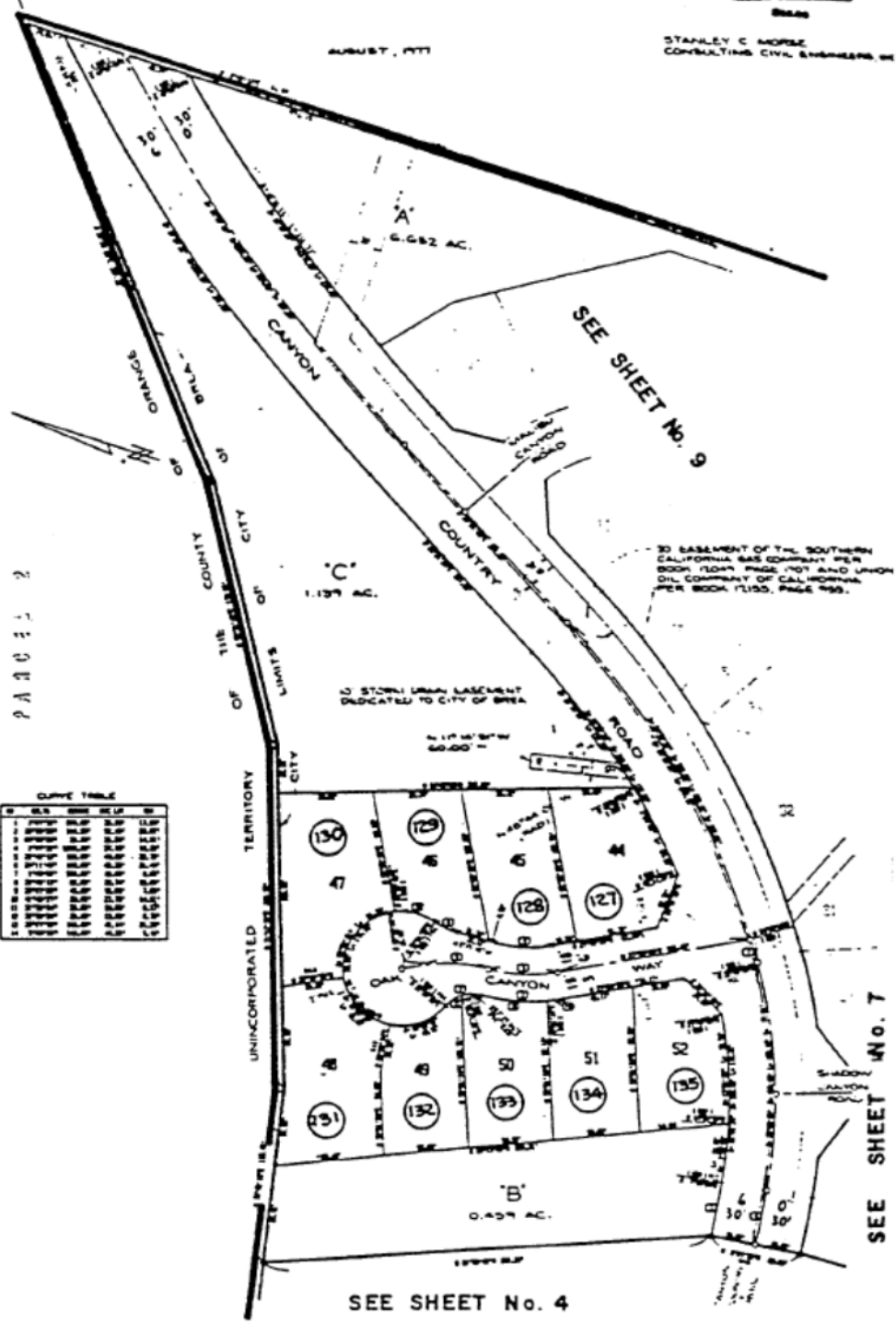
AUGUST, 1977  
 STANLEY C. MORSE  
 CONSULTING CIVIL ENGINEERS, INC.

P. M. 08 / 18

PAGE 2

DATE TABLE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
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135 PARCELS

SHEET 10 OF 10

ASSESSMENT DIAGRAM  
 LIGHTING & MAINTENANCE  
 ASSESSMENT DISTRICT NO. 6

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

## **RESOLUTION NO. 2019-040**

### **A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7 FOR THE FISCAL YEAR 2019-2020**

**A. RECITALS:**

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 7 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2019-2020. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 4, 2019, and was concluded prior to the adoption of this resolution.

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

**B. RESOLUTION:**

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$305.56 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2019-2020 fiscal year.

4. The Council hereby expressly overrules any and all protests filed objecting to the proposed improvements specified herein or the assessment levied hereby.

5. The City Clerk shall forthwith transfer to the County Auditor of Orange County a certified copy of this Resolution and a certified copy of the assessment diagram contained in the report referred to hereinabove.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 4th day of June, 2019, by the following vote:

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

DATED: \_\_\_\_\_

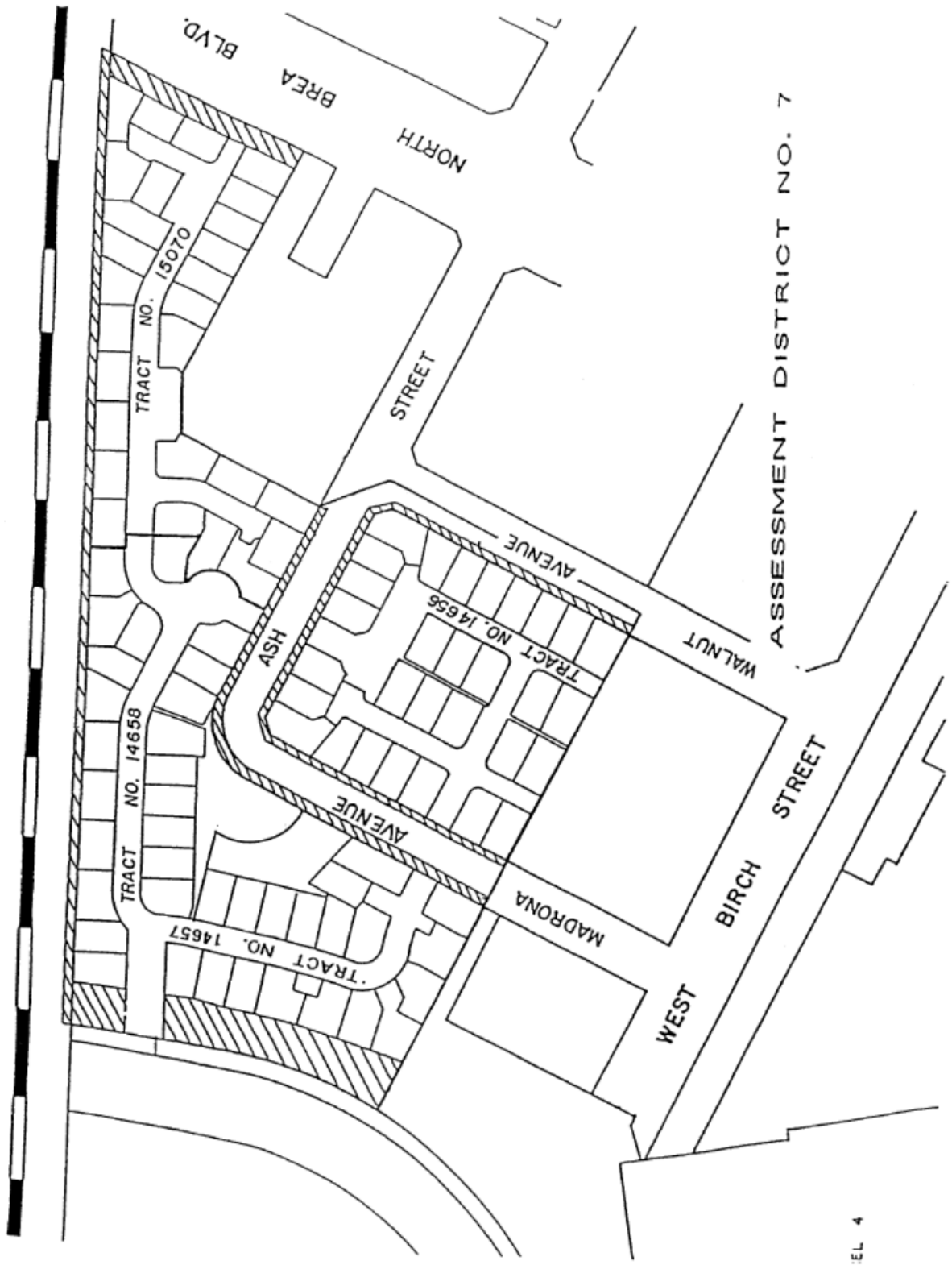
\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7**

LANDSCAPE AND LIGHTING ASSESSMENT **DISTRICT NO. 7** INCLUDES ALL THE PROPERTIES IN THE CITY OF BREA LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 14656, RECORDED IN BOOK 746, PAGES 47 THROUGH 49 INCLUSIVE, TRACT NO. 14658, RECORDED IN BOOK 724, PAGES 9 THROUGH 11 INCLUSIVE, TRACT NO. 14657 RECORDED IN BOOK 733, PAGES 15 THROUGH 17 INCLUSIVE, TRACT NO. 15070, RECORDED IN BOOK 738, PAGES 27 THROUGH 30 INCLUSIVE, ALL OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.



REL 4

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 06/04/2019  
**SUBJECT:** May 21, 2019 City Council Regular Meeting Minutes

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**RESPECTFULLY SUBMITTED:**

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

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**Attachments**

Draft Minutes

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# DRAFT

## BREA CITY COUNCIL MEETING

### MINUTES May 21, 2019

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

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#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Closed Session to order at 5:47 p.m., all members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

- 1. Public Comment**  
None.

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

- 2. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6** - Regarding the Brea Fire Management Association (BFMA) - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator
- 3. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.**  
Significant Exposure to Litigation: 1 potential case.  
Facts and Circumstances: Shenkman & Hughes, PC California Voting Rights Act Claim
- 4. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.**  
Significant Exposure to Litigation: 1 potential case.  
Facts and Circumstances: GRFCO, Inc. Claim (Randolph Avenue Sewer Replacement Project).
- 5. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.**  
Initiation of Litigation: 1 potential case – Randolph Avenue Sewer Replacement Project.
- 6. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.**  
Significant Exposure to Litigation: 1 potential case.  
Facts and Circumstances: Brea Creek LLC Claim

**Mayor Marick adjourned the Closed Session at 6:22 p.m.**



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

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**CALL TO ORDER / ROLL CALL - COUNCIL**

Mayor Marick called the Study Session to order at 6:45 p.m., all members were present.

**7. Public Comment**

None.

**8. Clarify Regular Meeting Topics**

Councilmember Hupp requested item number 24, Professional Services Agreements for As-Needed Landscape Design Services for Capital Improvements Projects, be pulled from the Consent Calendar for consideration at a future meeting. She expressed concerns with the terms in the contracts related to extension periods and the cumulative structure of said contracts.

Public Works Director Olmos explained the contract terms were to allow spending authority to roll over to subsequent years to be able to complete projects which may not have been completed within the year.

Councilmember Parker requested item number 23, Professional Services Agreement with DMS Consultants, Inc. on Design Services for Alley Rehabilitation Projects, CIP Project Number 7319, 7320, 7321, be pulled from the Consent Calendar for consideration at a future meeting.

Councilmember Vargas spoke about the process for contract extensions and those authorized to extend contracts.

Mayor Pro Tem Simonoff requested item number 19, Concrete Maintenance Agreement for the Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City, be pulled from the Consent Calendar for consideration at a future meeting and spoke about Finance Committee recommendations for handling contract rate increases.

The Council concurred with pulling City Consent Calendar items 19, 23, and 24 for consideration at a future meeting.

Concilmember Parker inquired as to equipment to be purchased under item number 27, Change Order to the Purchase Order with South Coast Fire Equipment, and if the contract specifies said equipment be a particular brand or fulfill a particular function.

Fire Chief Loeser indicated that the contract for equipment purchase specifies a certain type of light and that there be a specific manufacturer of said lights.

Mayor Marick noted that with regards to item number 16, the Discussion of Proposed Fiscal Year 2019-20 Operating and Seven-Year Capital Improvement Program Budgets, each decision package will be discussed separately for Council consensus, with the General Fund discussion occurring last.

Councilmember Vargas, in reference to item 20, Acceptance of Contract and Notice of Completion for Contracts with Senitica Construction for the Brea Civic and Cultural Landscape Improvements, CIP Project No. 7936, spoke about the history of the item and inquired as to the use of multiple contractors to complete the project. He also spoke about funding sources and requested clarification on where the funding came from.

Maintenance Services Superintendent Bowlus indicated that due to unforeseen circumstances, specialists were used to complete certain aspects of the project related to a leak in the parking garage. He also indicated that funds to complete the project came from the FARP Fund and that the Water Fund was used to pay a portion of the roof repairs.

## REPORT

### 9. Council Member Report/Requests

Mayor Marick reported attending a meeting with Simon Malls to discuss upcoming projects.

**Mayor Marick adjourned the Study Session at 6:54 p.m.**

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

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### CALL TO ORDER/ ROLL CALL - COUNCIL

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

### 10. Pledge of Allegiance

Girl Scouts Independent lead the Pledge of Allegiance.

### 11. Invocation

Steve Chang, Living Hope Community Church, delivered the Invocation.

### 12. Report - Prior Study Session

Assistant City Manager Emeterio provided the Study Session report.

### 13. Community Announcements

Councilmember Vargas invited the community to the Memory Garden Memorial Day Ceremony on Monday, May 27 at 11 a.m.

Mayor Pro Tem Simonoff announced that the City of Brea celebrates and recognizes the month of May as Older Americans Month and is committed as a community to supporting older adults. He noted that the Brea Community Center will be hosting a free Senior Health & Fitness Day on Wednesday, May 29 from 10 a.m.-1 p.m.

Mayor Marick announced that there is still time to submit an application for an unscheduled vacancy on the City of Brea's Traffic Committee. She noted that the Traffic Committee addresses neighborhood, citywide, and regional traffic and circulation issues; and to be considered, interested Brea residents must submit an application by Wednesday, May 22 at 5:30 p.m.

Councilmember Parker invited the community to a meeting on Wednesday, May 22 at 6:00 p.m. for an overview of the upcoming 57 Freeway/Lambert Road Interchange Improvement project where they can learn about the benefits of the project and get your questions answered; and noted that the meeting will be held in Community Rooms A&B on Level Two of the Brea Civic & Cultural Center.

Councilmember Hupp encouraged the community to sign-up for the City's Wildlife Watch program to learn how they can deter coyotes from their neighborhoods. She indicated that Brea has partnered with the California Department of Fish & Wildlife to have its own Wildlife Watch Program and that the program trains residents on how to proactively address, prevent, and manage unwanted wildlife in their neighborhoods. She announced that classes will be held on June 10, 12 and 15.

### 14. Matters from the Audience

Lee Squire spoke about Memorial Day and World War II Veterans.

Danielle Eby spoke about her Girl Scout Gold Award Project, "Operation It's Our Flag," and announced she will have a flag retirement booth at the Memory Garden Memorial Day event. She also invited the community to volunteer to fold flags after the event.

Don Parker spoke about the Paramedic Tax, history of the item and spoke about the use of tax

revenue. He spoke in support of substantially modifying or eliminating the paramedic tax.

Dwight Manley spoke about the Paramedic Tax; the history of the Fire Department in the City; redevelopment bonds; and defibrillators.

**15. Response to Public Inquiries - Mayor / City Manager**

City Manager Gallardo responded to public inquiries.

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

**16. Discussion of the Proposed Fiscal Year 2019-20 Operating and Seven-Year Capital Improvement Program Budgets**

Administrative Services Director Russell presented the details of the report including the 2019/20 Council top priorities; FY19/20 budget process; FY19/20 budget highlights; fiscal policies update; economic outlook; proposed operating budget by department; general fund revenues and expenditures; sales tax trends; property tax trends; budget assumptions; five-year projections; and FY18/19 revenues over expenditures options.

Councilmember Vargas requested clarification on TOT revenue projections.

Mayor Marick requested the Council discuss and come to a consensus regarding options on what to do with FY18/19 revenues over expenditures.

The Council came to a consensus on Option 1, as outlined in the presentation, to use \$2,453,903 to pay off energy efficient loan in FY 2019-20 in order to provide long-term savings for the City's General Fund.

The Council came to a consensus on Option 2 as outlined in the presentation, to move the current allocation of the 5% from the OPEB Fund to the OPEB PARS account; transfer funding from the enterprise funds to the PARS pension account; and the remaining funds at year end when calculated around October will be added to the PARS OPEB account; with a goal to have a minimum of a one-year equivalent annual payment to CalPERS.

Administrative Services Director Russell continued her presentation by presenting an overview of the decision packages for the Council to consider.

Council came to a consensus on the decision packages in the War Memorial Fund, BCC Replacement Fund, Public Safety Augmentation Fund, Fixed Asset Replacement Fund, Narcotics Asset Seizure Fund, Enterprise Utility Funds, Building Occupancy Fund, Information Technology Fund, and the Fire Impact Fees Fund.

Police Chief Burks explained the details around the launch of a public mobile device application as part of the proposed FY19/20 budget for the Narcotics Asset Seizure Fund; and explained the way the City receives restricted funds for the Narcotics Asset Seizure Funds.

Information Technology Manager Hornsby explained the details around the implementation of a disaster recovery service solution as part of the proposed FY19/20 budget for the Information Technology Fund.

Councilmember Hupp clarified recurring costs related to the disaster recover service solution item proposed under the Information Technology Fund.

Councilmember Parker inquired if Administrative Services Director Russell feels comfortable with the funding sources in conjunction with what is being funded.

Administrative Services Director Russell indicated that she has no reservations about what is being

proposed.

Administrative Services Director Russell presented a breakdown of what funding is being proposed as part of the General Fund.

Council came to a consensus on the Community Room A/B remodel and audio visual upgrade; purchase of a police detective vehicle; and the counseling program enhanced services as part of the proposed FY19/20 General Fund package.

Fire Chief Loeser spoke in further detail about the fire deployment proposal as part of the proposed FY19/20 General Fund budget.

Councilmember Parker inquired as to projections in costs related to employment and benefits in reference to the fire deployment proposal; and inquired about fire and EMS call statistics.

Fire Chief Loeser explained statistics for response times and efficiency over the last four (4) months of a trial period in testing the new deployment model. He also explained "out of service" times; and the difference between advanced life support "ALS" and basic life support "BLS"

Discussion ensued regarding response times and statistics for both fire and EMS calls.

Mayor Marick spoke about Council top priorities for 2019-20, noting the prioritization of determining future services needs and funding with regards to fire services in the City; and spoke about the importance of analyzing deployment models to fit the growing needs of the city, while keeping in mind funding sources and associated costs. She inquired as to the feasibility of maintaining the deployment model in a pilot mode while future funding is being determined.

Fire Chief Loeser indicated that the model can be maintained as a pilot program, and noted that he feels after the six-month pilot program, we have ample data to assess the model effectiveness. He also spoke about the positive outcomes of the program thus-far; and spoke about the six-year implementation process.

Councilmember Parker spoke about long-term funding of the deployment model; and expressed interest in having more dialogue about this topic and exploring different EMS models.

Councilmember Hupp noted the success of the pilot program thus far, and expressed support for the program long-term to address the needs of the growing population.

Council came to a consensus to bring back the decision package regarding the Fire Deployment Model back during the formal budget adoption.

Administrative Services Director Russell spoke about the Successor Agency Budget for FY19/20.

City Engineer/Deputy Director of Public Works Ho presented an overview of the Seven Year Capital Improvement Project Budget, and spoke about goals, annual accomplishments, projects in construction, funding sources, and new projects for FY19/20.

Mayor Pro Tem Simonoff inquired as to the status of the project on Berry and Imperial.

Councilmember Hupp requested the Department explore options to incorporate motion-activated lighting on the Tracks, as well as security cameras at the Skate Park.

Councilmember Vargas inquired if there were any plans for conduits for fiber optics in any of the proposed projects.

City Engineer/Deputy Director of Public Works Ho indicated that currently there are no proposed plans for the installation of fiber optics in any of the projects.

Councilmember Vargas inquired about Project 7306, Street Improvements at Imperial/57 Interchange, and what portion of that interchange belongs to the City of Brea. He also inquired as to the schedule for Project 7308, the intersection of Brea and Birch.

City Engineer/Deputy Director of Public Works Ho indicated that the project is currently on hold. He also provided a status of the project at Brea and Birch.

Discussion ensued regarding developer fees and developer funds.

**17. Paramedic Services Program Overview**

Fire Chief Loeser presented the details of the report including background, legal interpretation, ballot measure language from from 1978, Fire Department budget overview, paramedic services overview, paramedic service benefits, current paramedic deployment, components of a fully-burdened paramedic service program, current components charged to the paramedic services, FY18/19 Fire Department budget, FY18/19 paramedic services budget, paramedic tax by fiscal year, and other cities using similar methodologies as Brea.

Councilmember Hupp inquired as to future breakdown of expenditures similar to other decision packages.

Councilmember Vargas inquired as to when Fund 174 was set up.

Administrative Services Director Russell indicated that Fund 174 was set up July 1, 2018 and discussion on the fund began in early 2018. She also noted that there is a Paramedic Tax Facts Sheet available on the City website.

Councilmember Vargas inquired as to the staffing structure of responding to EMS calls.

Fire Chief Loeser indicated that paramedics do not respond to calls on their own, and are always accompanied by firefighters. He indicated that all staff on the fire engine have a specific responsibility when responding to calls.

Councilmember Vargas indicated he supports the City's application of the Paramedic Tax.

The Council received and filed the report.

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

**CITY COUNCIL - CONSENT**

**18. May 7, 2019 City Council Regular Meeting Minutes**

The City Council approved the May 7, 2019 City Council Regular Meeting Minutes.

**19. Concrete Maintenance Agreement for the Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City**

The City Council pulled this item from the agenda for consideration at a future City Council Meeting.

**20. Acceptance of Contract and Notice of Completion for Contract with Senitica Construction for the Brea Civic and Cultural Center Landscape Improvements, CIP Project No. 7936**

The City Council accepted the project as complete and authorize City Clerk to record Notice of Completion; and authorized the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

21. **Termination of Lot tie covenant 86-003228 and replace with new Reciprocal Easement Agreement between 2727 E. Imperial and 2767 E. Imperial**  
The City Council approved the termination of covenant 86-0021138 and replaced it with the proposed Reciprocal Easement Agreement.
22. **Accept Public Improvements, Release Improvement Bonds and Accept One-year Warranty Bond for Final Parcel Map 2017-131 for Property Located at 390 N. Brea Blvd.**  
The City Council accepted the Improvements; released the Improvement Bonds; and accepted the One-year Warranty Bond.
23. **Professional Services Agreement with DMS Consultants, Inc. on Design Services for Alley Rehabilitation Projects, CIP Project Numbers 7319, 7320, 732**  
The City Council pulled this item from the agenda for consideration at a future City Council Meeting.
24. **Professional Services Agreements for As-Needed Landscape Design Services for Capital Improvement Projects**  
The City Council pulled this item from the agenda for consideration at a future City Council Meeting.
25. **Resolution Adopting Revised Orange County Taxi Administration Program (OCTAP) Regulations**  
The City Council adopted Resolution No. 2019-032 to adopt revised regulations for the Orange County Taxi Administration Program (OCTAP) into the City Municipal Code.
26. **Authorization for the Issuance of 2019 Water Revenue Refunding Bonds to Refinance Outstanding Water Revenue Bonds and Engage Professional Services**  
The City Council adopted Resolution No. 2019-033, approving the institution of proceedings to refinance the outstanding 2009 and 2010 Water Revenues Bonds of the Brea Public Finance Authority and engage professional services.
27. **Change Order to the Purchase Order with South Coast Fire Equipment**  
The City Council authorized the Purchasing Agent to issue a change order in the amount of \$8,167.44 to the original purchase order with South Coast Fire Equipment for a Pierce Arrow XT Pumper increasing the amount from \$669,182.37 to \$677,349.81
28. **Monthly Report of Investments for the City of Brea for Period Ending March 31, 2019**  
The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending March 31, 2019.
29. **May 10 and 17, 2019 City Check Registers**  
The City Council received and filed the May 10 and 17, 2019 City Check Registers.

Motion was made by Mayor Pro Tem Simonoff, seconded by Council Member Hupp to approve City Council Consent Calendar Items 18, 20, 21, 22, and 25-29, noting that items 19, 23 and 24 were pulled for consideration at a future City Council meeting.

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

Passed

## ADMINISTRATIVE ANNOUNCEMENTS

30. **City Manager**  
None.
31. **City Attorney**  
None.

**32. Council Requests**  
None.

**COUNCIL ANNOUNCEMENTS**

Councilmember Hupp thanked the Downtown Owners Association for putting on the Bonanza Days event.

**ADJOURNMENT**

**Mayor Marick adjourned the General Session at 9:25 p.m.**

Respectfully submitted,

The foregoing minutes are hereby  
approved this 4th day of June, 2019.

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Lillian Harris-Neal, City Clerk

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Christine Marick, Mayor

**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 06/04/2019  
**SUBJECT:** Carbon Canyon Road (SR 142) Phase II Corridor Study

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**RECOMMENDATION**

1. Receive and file the Carbon Canyon Road (SR 142) Phase II Corridor Study
2. Adopt resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Carbon Canyon Road (State Route 142)

**BACKGROUND/DISCUSSION**

In 2016, the City of Chino Hills invited the City of Brea to collaborate on a preparation of a preliminary traffic study to analyze issues related to traffic volumes, operations and truck traffic safety along Carbon Canyon Road (SR 142). Carbon Canyon Road, also known as State Route 142, is under the jurisdiction of the California Department of Transportation (Caltrans). The City of Brea agreed to participate at no cost. The roadway spans across San Bernardino and Orange Counties and is often used as a commuter thoroughfare. The segment through Carbon Canyon is approximately 8.4 miles from Chino Hills to Brea and is maintained by two separate Caltrans Districts; District 12 (Orange County) on the Brea side to the County Line, and District 8 (San Bernardino County) on the Chino Hills side to the County line.

In 2017, the City of Chino Hills completed the study and shared a Technical Memorandum and its findings entitled “Carbon Canyon Road (SR142) Corridor Initial Study – Phase I” dated March 13, 2017. This Initial Study gathered traffic speeds, collision data, field observations, traffic volume counts, roadway geometrics and truck traffic maneuverability. In the City of Brea, the accident history showed, from a period of December 2010 to November 2015, 29 collisions (primarily rear end) with a primary collision factor of unsafe speed. This is within the vicinity of the Chino Hills Discovery Center entrance and at the intersection of Valencia Avenue. Many of the findings had recommendations to proceed with Phase II of the study, which would include a full in-depth analysis of the corridor.

In 2018, Chino Hills asked Brea if it would to partner in preparation of Phase II of the Carbon Canyon Corridor Study. The Phase II Study was to comprehensively analyze traffic volumes, speeds, collision history, traffic calming and intersection delay times. The total cost of the study was \$70,000. Since most of the significant findings in Phase I affected Chino Hills, Chino Hills offered to pay for \$50,000 of the Phase II Study. Brea City Management agreed to participate in this study at a cost of \$20,000 under City Manager discretionary authority.

One of the study’s primary emphasis was to focus on large-truck traffic issues to overcome some



of the traffic and safety challenges in this corridor. In Brea, the Phase II Study analyzed the following four (4) signalized intersections and one (1) non-signalized intersection.

1. Carbon Canyon Road at Olinda Place
2. Carbon Canyon Road at Ruby Street
3. Carbon Canyon Road at Brea Hills Ave (non-signalized)
4. Carbon Canyon Road at Santa Fe Road
5. Carbon Canyon Road at Valencia Avenue

The Phase II Study was completed in October 2018, and had four (4) recommendations within the City of Brea. The table below shows two intersections with a Level of Service (LOS) E, which is an unacceptable LOS. A LOS of A is the best performing operation and F being the worst. The City’s Traffic Impact policy within the General Plan defines a LOS of D or better at any intersection to be acceptable.

<b>Intersection</b>		<b>AM LOS</b>	<b>PM Peak</b>
1	Carbon Canyon Road/Olinda Place	E	A
2	Carbon Canyon Road/Ruby Street	B	D
3	Carbon Canyon Road/Brea Hills Avenue	D	B
4	Carbon Canyon Road/Santa Fe Road	C	C
5	Carbon Canyon Road/Valencia Avenue	E	D

*Notes: LOS = Level of Service, Delay shown at stop controlled intersections reflects delay at worst case stop controlled approach*

As shown within the following section, recommendations numbers 1 and 2 from the Phase II Study propose to improve the LOS E at the intersections on Carbon Canyon at Olinda Place and Valencia. Recommendations number 3 will address the speeding found in a certain segment within the City of Brea. Recommendation number 4 proposes the prohibition of trucks, within a certain overall length, to use Carbon Canyon (SR 142).

## PHASE II STUDY RECOMMENDATIONS

### 1. Olinda Place at Carbon Canyon Road Intersection

To improve the deficient a.m. peak hour traffic operation, an additional westbound through lane would be required. In order for this improvement to function properly, widening would be required to add a westbound through lane at the downstream Ruby Street intersection, which would continue west of the intersection. These improvements are not considered feasible due to the immediate uphill slope north of Carbon Canyon Road.

### 2. Valencia Avenue at Carbon Canyon Road Intersection

This intersection is operating at a deficient Level of Service (LOS) during the a.m. peak hour. This deficient operation is primarily caused by a heavy westbound left?turn volume of 862 vehicles. In order to improve the operation of the intersection, a third westbound left?turn lane would be required. However, this improvement would not be feasible without

widening the south leg intersection departure to accommodate three lanes of traffic. Currently, southbound Valencia Avenue consists of two travel lanes and a bicycle lane in this section. The feasibility and cost effectiveness of this measure would require further study.

### 3. Speed Feedback Signs

To install speed feedback signs at two (2) locations:

1. On Carbon Canyon Road just east of Olinda Drive
2. On Carbon Canyon Road just east of East Santa Fe Road

The installation of speed feedback signs along roadways where vehicles typically travel at higher speeds can result in drivers slowing down, particularly in the immediate timespan following installation. Speed feedback signs can enhance drivers' awareness of the posted speed limit and encourage drivers to comply with the law. By displaying both the posted speed limit and their actual traveling speed, motorists are reminded how far above the speed limit they are traveling. There are various types of solar and/or battery powered signs available.

### 4. Truck Restrictions

With the increasing number of major traffic delays and safety concerns during peak traffic hours along Carbon Canyon due to truck traffic, the Phase II Study specifically analyzed this issue. The study collected data along with 24-hour video camera footage of the Carbon Canyon road segment that included the switchback area in Chino Hills. The footage was collected over a period of seven days. The purpose of the video collection was to observe heavy truck maneuvers down the hill, specifically at the two sharp curves. During the course of the video collection, multiple occasions were observed where heavy trucks either slightly infringed or fully crossed over the roadway centerline. Some trucks were observed crossing the centerline by approximately 4 to 5 feet at the beginning of their turn and up to approximately 12 feet at the end of their turn. This finding led to the recommendation to permanently prohibit certain lengths of trucks on Carbon Canyon Road.

City of Brea staff reviewed the Phase II recommendations for items one (1) through three (3) above and determined that there is no immediate need at this time. Staff will be reviewing and studying these recommendations to verify the merits of the improvement in comparison to the entire City's needs and infrastructure.

After discussions between both cities, it was decided that the first action should include restricting large trucks on Carbon Canyon (Number 4). Since Carbon Canyon is controlled by the State, a formal request to restrict truck traffic would have to be submitted to Caltrans. Prior to submittal to Caltrans, the City Councils of both cities must adopt resolutions, which request Caltrans to restrict large-truck traffic from using this roadway. A draft Resolution is attached to this Staff Report for City Council's consideration (Attachment A). If approved, the Phase II Study and resolutions from the two cities will then be submitted to Caltrans for their review. Once approved, the local Caltrans Districts (Districts 8 and 12) will forward the Phase II Study along with a recommendation to their headquarters in Sacramento for final approval. This process may take several additional months, if all proceeds as desired.

Therefore, as requested by the City of Chino Hills, staff recommends that City Council adopt a

Resolution to prohibit vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Caron Canyon Road (State Route 142). Both cities will individually consider other recommendations identified in the Phase II Study in the future.

On March 26, 2019, the City of Chino Hills approved a resolution recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Carbon Canyon Road (State Route 142).

**COMMISSION/COMMITTEE RECOMMENDATION**

On the April 25, 2019 Special Traffic Committee Meeting, the Traffic Committee recommended to City Council to receive the Phase II Study and approve a resolution to prohibit vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Caron Canyon Road (State Route 142). The Traffic Committee also noted that other recommendations in the Phase II Study that affect Brea shall be brought back to the Traffic Committee at a future date for consideration.

**FISCAL IMPACT/SUMMARY**

There is no fiscal impact associated with this action.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

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

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

---

**Attachments**

Resolution

Traffic Study

---

## RESOLUTION NO. 2019-041

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CALIFORNIA, RECOMMENDING THE PROHIBITION OF VEHICLES AND COMBINATION VEHICLES WITH AN OVERALL LENGTH GREATER THAN 30 FEET KINGPIN- TO-REAR AXLE ON CARBON CANYON ROAD (STATE ROUTE 142)

#### A. RECITALS:

(i) The State of California has exclusive jurisdiction over Carbon Canyon Road (State Route 142); and

(ii) The City of Brea has determined that certain large vehicles and combination vehicles described herein, are not able to travel on Carbon Canyon Road (State Route 142) without crossing over the centerline stripe causing a potential for accidents; and

(iii) The City of Brea has determined that the most feasible resolution to the problem is for the State of California to impose the restrictions described herein; and

(iv) The City of Brea is requesting support from Caltrans for its findings and recommendations regarding Carbon Canyon Road (State Route 142).

#### B. RESOLUTION:

**NOW, THEREFORE**, the City Council of the City of Brea does resolve, determine, and order as follows:

1. It is recommended that the State of California establish and enforce the following vehicle restrictions for Carbon Canyon Road (State Route 142) within the City of Brea's territorial boundaries:

A. Except as provided in (B) below, Trucks with kingpin-to-rear axle distance (KPRA) over 30 feet are prohibited on Carbon Canyon Road (State Route 142) within the City of Brea. The maximum KPRA shall be 30 feet of vehicle on Carbon Canyon Road (State Route 142) from Valencia Drive to the Orange County Line (PM 5.75). State

Routes 57, 60, 71 and 91 are hereby designated as alternate routes for the use of such vehicles that are prohibited from the use of State Route 142.

B. The following shall be excepted from the vehicular KPRA restriction imposed in (A) above: Utility vehicles which need to enter the area for the purpose of providing services, making pickups or deliveries of goods, wares and merchandise, or delivering construction materials to sites within the restricted highway segment and have no other means of access, while actually being involved in and transacting such activities.

**APPROVED AND ADOPTED** this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Mayor

**ATTEST:**

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Terence Boga, City Attorney

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution No. 2019-041 was adopted at a regular meeting of the City Council of the City of Brea held on the 4th day of June, 2019, by the following vote:

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

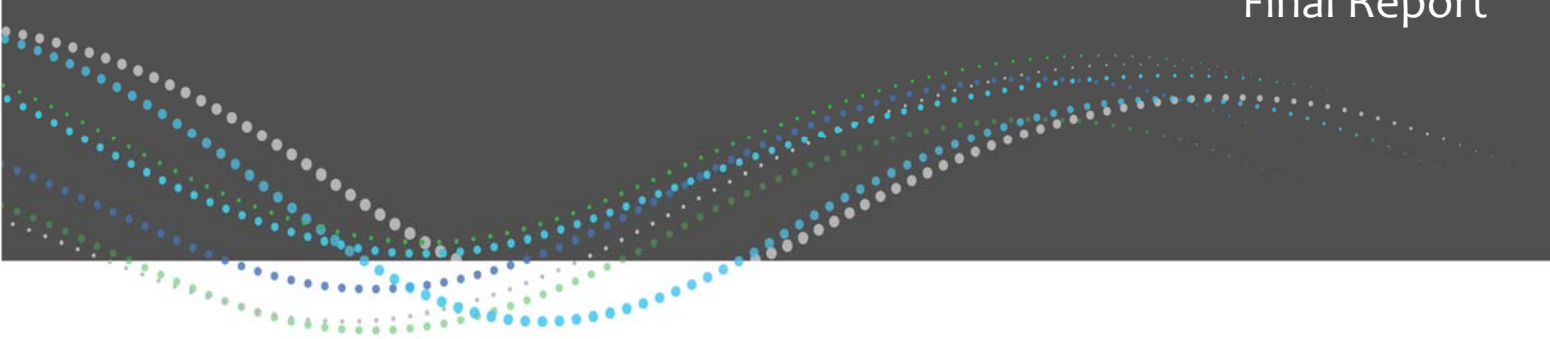
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Brea, California, this 4th day of June, 2019.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

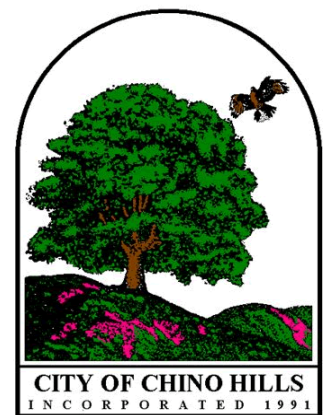


# Carbon Canyon Road (SR-142) Phase II Corridor Study Final Report



March 11, 2019

Submitted to:



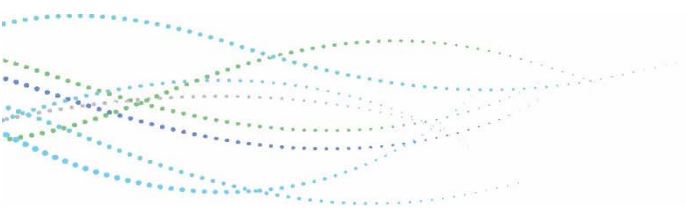
05321 | Prepared by Iteris, Inc.

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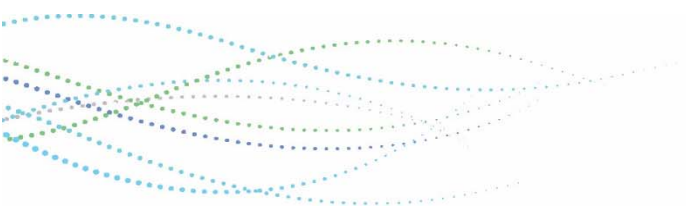


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## EXECUTIVE SUMMARY

This study evaluates Carbon Canyon Road (SR-142) within the Cities of Chino Hills and Brea, for the purpose of identifying improvement measures, which address key safety and mobility issues. The project segment is approximately 8.4 miles long, and extends from Chino Hills Parkway in Chino Hills on the north to Valencia Avenue in Brea on the south.

Based on analysis of available data and feedback from the community, it is understood that the key issues along the corridor include the following:

- Truck movements, with particular attention to S-curves (switchbacks);
- Perception of excessive speed;
- Heavy delays on minor streets turning onto Carbon Canyon Road;
- Line of sight visibility from minor streets turning onto Carbon Canyon Road; and
- Pedestrian and bicycle safety.

A toolkit of recommended measures or considerations for improved safety and mobility through the corridor are provided, which include: truck restrictions, traffic signals, placement of speed feedback signs, left-turn refuge lanes, and pedestrian/bicycle infrastructure improvements. The measures range from simple, low cost measures to long-range measures that require significant design and construction costs in order to implement. A summary of the key measures for consideration are as follows:

- Truck Restriction
  - Iteris will initiate the process to update SR-142 from a posted advisory route (Tractor-Semis over 30 feet kingpin to rear axle not advised) to a restricted route where vehicles over 30 feet kingpin to rear axle are prohibited. The restriction of heavy trucks on Carbon Canyon Road would not shift a significant amount of truck traffic to the regional state highway system, as truck traffic constitutes only approximately 1% of total vehicles on the corridor.
- Short-Term Measures
  - Installation of new traffic signals at Canyon Hills Road and Azurite Drive;
  - Installation of left-turn refuge/acceleration lanes at Carriage Hills Lane and Valley Springs Road;
  - Installation of right-turn acceleration/deceleration lanes at Fairway Drive;
  - Installation of channelizer “islands” near Old Carbon Canyon Road, Carriage Hills Lane, Canon Lane, and Discovery Center Driveway;
  - Installation of speed feedback signs near Canon Lane, Olinda Drive, and Discovery Center Driveway (to enhance drivers’ awareness of posted speed limit and encourage compliance with the law); and
  - Consideration of rumble strips in the eastbound direction west of the Discovery Center Driveway (Postmile 2.4).
- Long-Range Measures
  - Widening from one lane to two lanes in the southbound direction at the current lane



- transition area south of Chino Hills Parkway;
- Addition of a northbound free right-turn lane at the Carbon Canyon Road/Chino Hills Parkway intersection;
- Construction of pedestrian sidewalk with curb and gutter along the corridor; and
- Construction of dedicated bicycle lanes along the corridor.

Upon completion of City review and approval, this report will be shared with Caltrans and the City of Brea. After that review process is complete, Iteris, in conjunction with the City of Chino Hills, will facilitate discussion with Caltrans on priority improvements in the corridor, including the recommended truck restriction. Justification for the prohibition of is provided as part of the truck restriction discussion.

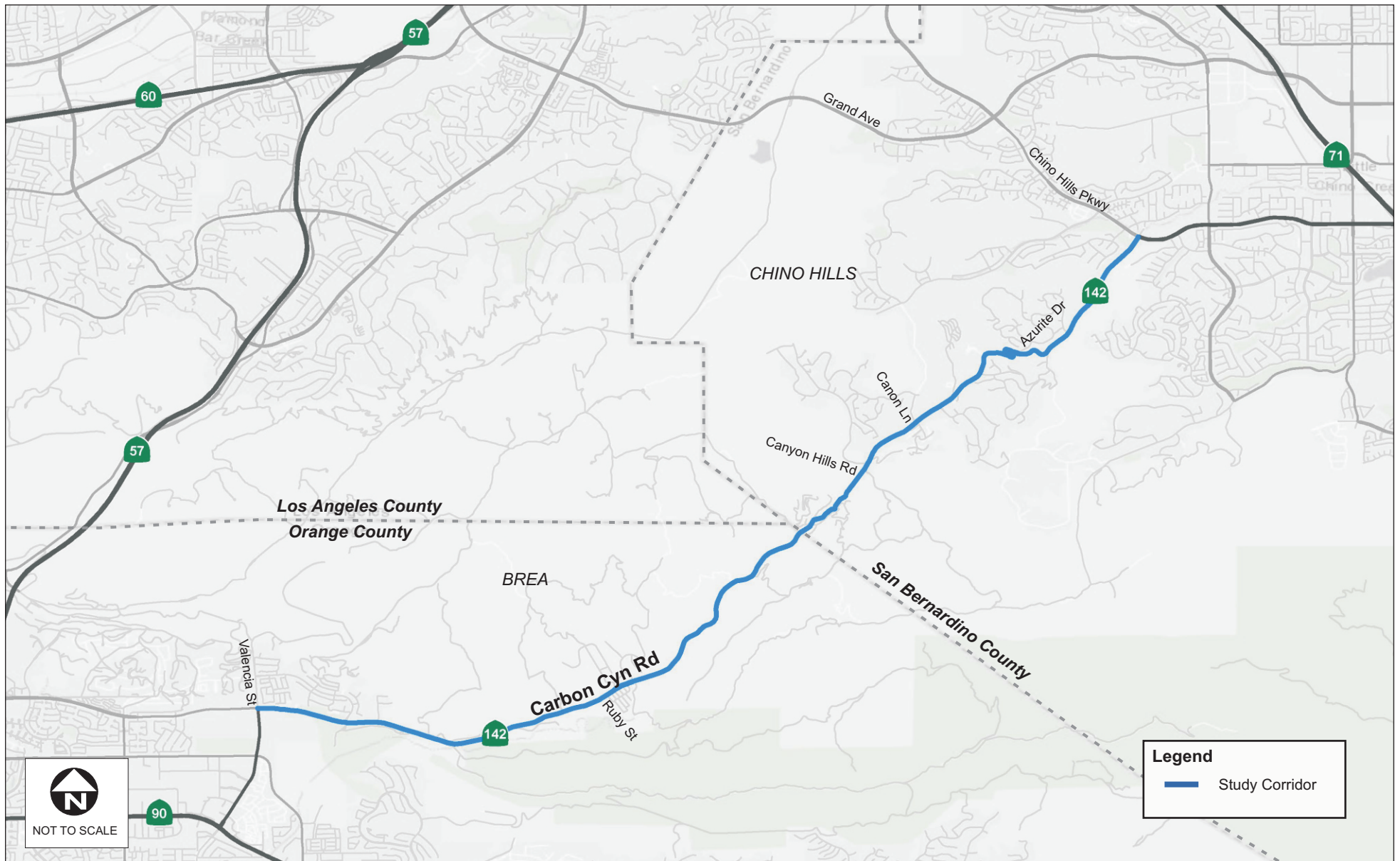


Funding for these improvements may be facilitated through Caltrans' State Highway Operation and Protection Program (SHOPP). The SHOPP is California's "fix-it-first" program that funds the repair and preservation, emergency repairs, safety improvements, and some highway operational improvements on the state highway system. SHOPP funds are limited to capital improvements that do not add capacity (no new highway lanes). The majority of transportation improvements identified in this report fall within the Transportation Management Systems (TMS) core asset class within the program. Other funding program options are Measure I or other State funding programs through the Regional Transportation Improvement Program, both administered through the San Bernardino County Transportation Authority (SBCTA).

## 1.0 INTRODUCTION

This study evaluates Carbon Canyon Road (SR-142) within the Cities of Chino Hills and Brea, for the purpose of identifying improvement measures to address key safety and mobility issues. The project segment, from Chino Hills Parkway on the north to Valencia Avenue on the south, is approximately 8.4 miles long. The segment within Chino Hills is 3.8 miles long and the segment within Brea is 4.6 miles long. While the segment within Chino Hills is physically shorter, it includes 12 intersections whereas the Brea segment includes 8 intersections. The majority of the project segment is a two-lane undivided roadway, with the exception of the southern end in the City of Brea (between Brea Hills Avenue and Valencia Avenue). **Figure 1** shows the project study area which includes segments within both Chino Hills (San Bernardino County) and Brea (Orange County).









## 2.0 LITERATURE REVIEW

This section summarizes the review of relevant studies, data, policies, and requirements related to support of the restriction of large vehicles and development of improvement projects on Carbon Canyon Road (SR-142), as part of the Carbon Canyon Road Phase II Study. The effort included a review of the Initial Corridor Evaluation Study (Phase I) completed by KOA, as well as applicable City of Chino Hills, City of Brea, Orange County, San Bernardino County, Caltrans, and regional plans as they relate to SR-142.

The key findings from the literature review are:

- The Caltrans District 8 Transportation Concept Report recommends relinquishment of SR-142 to the City of Chino Hills.
- SR-142 is defined as a MAP-21 Principal Arterial in the National Highway System (NHS).
- There are sections of Carbon Canyon Road where current roadway geometry is below standard.
- The steep grades impact the ability of trucks to move through the corridor at speeds near posted speeds. Roadway switchbacks located near the highest part of the route provide a challenge to truck movements and other vehicle movements. Slow truck movements also impact other vehicle movements.
- The current City of Chino Hills General Plan Circulation Element includes the following policies:
  - Continue to assert that all improvements to and maintenance of the portion of Chino Hills Parkway/Carbon Canyon Road that is part of SR-142 shall be the responsibility of the State of California; and
  - Retain the switchbacks on Carbon Canyon Road between Feldspar Drive and the Western Hills Country Club.
- Section 35701 of the California Vehicle Code allows restriction of vehicles by stating that, "(a) Any city, or county for a residence district, may, by ordinance, prohibit the use of a street by any commercial vehicle or by any vehicle exceeding a maximum gross weight limit...(b) The ordinance shall not be effective until...signs are erected...(c) No ordinance...shall apply to any state highway...in the National System of Interstate and Defense Highways, except (that) approved by a two-thirds vote of the California Transportation Commission."
- Caltrans has a recommended truck restriction process in accordance with the following CVC Sections: 21101(c) to prohibit "certain vehicles" on local routes and 21104 to prohibit "certain vehicles" on State routes; 35701 to prohibit vehicles by weight on local routes, and 35702 to prohibit vehicles by weight on State routes.
- The truck restriction process includes eight steps:
  1. Local Agency prepares a Draft Truck Restriction Ordinance or Resolution
  2. Local Agency prepares Initial Study
  3. Local Agency provides public review and comment period
  4. Local Agency receives comments and prepares Final Truck Restriction Report
  5. Caltrans Traffic Operations submits recommendation to the Director's Office
  6. Caltrans Director issues written approval
  7. Local Agency passes Final Truck Restriction Ordinance or Resolution
  8. Local Agency or Caltrans erects restriction signs, and restriction is enforced



## 3.0 EXISTING CONDITIONS

This section presents the existing traffic operations along the corridor. For the purpose of level of service (LOS) analysis, the project study area includes ten (10) intersections within Chino Hills and Brea, representing locations of specific concern (including all signalized locations). In addition, current roadway segment volumes and capacities are presented.

### 3.1 Existing Traffic Volumes

Traffic volumes were collected on May 24, 2018, on a typical weekday with local schools in session during the a.m. peak period (7:00 – 9:00 a.m.) and p.m. peak period (4:00 – 6:00 p.m.). In addition, 24-hour volume data was collected along the corridor, which included truck classification counts (large 2-axle, 3-axle, 4+-axle). Existing volumes provide a baseline to evaluate current performance of the circulation system and are used as the basis of future forecast volumes.

The following summarizes the results of the data collection:

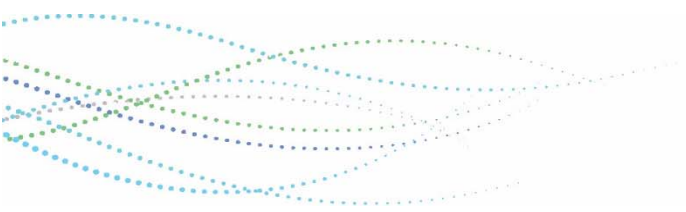
- The Average Daily Traffic (ADT) volume through the corridor is approximately 15,700 in the vicinity of the Canyon Hills Road intersection (nearly mid-point of corridor).
- During the a.m. peak hour, the peak direction of traffic is west/southbound. The highest hourly west/southbound volume is 1,333 vehicles.
- During the p.m. peak hour, the peak direction of traffic is east/northbound. The highest hourly east/northbound volume is 1,254 vehicles.
- During the 24-hour period, approximately 1.3% of vehicles counted were trucks, the majority of which were large 2-axle trucks.

Existing traffic count data is provided in **Appendix A**.

### 3.2 Traffic Analysis Methodology

Intersections are typically considered to represent the most critical locations for traffic flow bottlenecks and general congestion on roadways. Conflicting traffic movements are created at intersections since the right-of-way (ROW) must be shared by opposing traffic streams. In this study, intersection LOS is measured to determine the peak hour operating conditions at the study intersections.

Analysis of traffic operations are conducted using the Synchro software, utilizing the Highway Capacity Manual (HCM) delay methodology, which is described in the Highway Capacity Manual, Special Report 209 (Transportation Research Board, Washington, D.C., 2000). Under the HCM methodology, LOS at signalized intersections is based on the average delay experienced by vehicles traveling through an intersection. The analysis incorporates the effects of the lane geometry and signal phasing (e.g. protected or permitted left turns) at signalized intersections. At unsignalized (or stop-controlled) intersections, vehicle delay of the worst-case stop-controlled movement is used to dictate the LOS grade. **Table 1**





presents a brief description of each level of service letter grade, as well as the range of delays associated with each grade for signalized and unsignalized intersections.

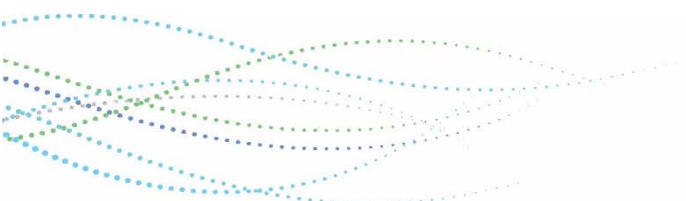
**Table 1 – Intersection Level of Service Definitions – HCM Methodology**

Level of Service	Description	Signalized Intersection Delay (seconds per vehicle)	Unsignalized Intersection Delay (seconds per vehicle)
A	Excellent operation. All approaches to the intersection appear quite open, turning movements are easily made, and nearly all drivers find freedom of operation.	≤ 10	≤ 10
B	Very good operation. Many drivers begin to feel somewhat restricted within platoons of vehicles. This represents stable flow. An approach to an intersection may occasionally be fully utilized and traffic queues start to form.	>10 and ≤ 20	>10 and ≤ 15
C	Good operation. Occasionally drivers may have to wait more than 60 seconds, and back-ups may develop behind turning vehicles. Most drivers feel somewhat restricted.	>20 and ≤ 35	>15 and ≤ 25
D	Fair operation. Vehicles are sometimes required to wait more than 60 seconds during short peaks. There are no long-standing traffic queues.	>35 and ≤ 55	>25 and ≤ 35
E	Poor operation. Some long-standing vehicular queues develop on critical approaches to intersections. Delays may be up to several minutes.	>55 and ≤ 80	>35 and ≤ 50
F	Forced flow. Represents jammed conditions. Backups from locations downstream or on the cross street may restrict or prevent movement of vehicles out of the intersection approach lanes; therefore, volumes carried are not predictable. Potential for stop and go type traffic flow.	> 80	> 50

Source: Highway Capacity Manual 2000, Transportation Research Board, Washington, D.C., 2000. Note that HCM 2000 is the most commonly used version of the HCM by most jurisdictions, though a more recent version is available.

### 3.3 Existing Traffic Operations Analysis

The existing a.m. and p.m. peak hour intersection traffic volumes are provided in **Appendix A. Table 2** summarizes the existing LOS results at the study intersections. Detailed intersection LOS calculation sheets are provided in **Appendix B**. There are currently 20 intersections along the corridor, the majority of which are unsignalized with relatively low levels of traffic volumes entering and exiting. This analysis includes the ten (10) key locations along the corridor that represent locations of specific concern (including all signalized locations).





**Table 2 – Existing Conditions Peak Hour Intersection LOS**

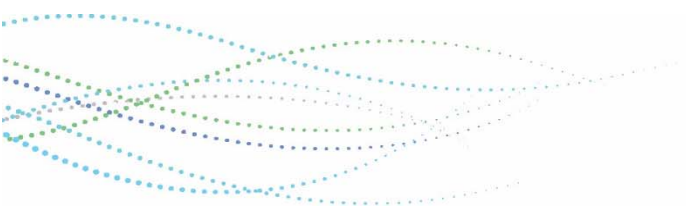
	Intersection	Jurisdiction	Traffic Control Type	AM Peak Hour		PM Peak Hour	
				Delay (s)	LOS	Delay (s)	LOS
1	Carbon Cyn Rd/Chino Hills Pkwy	Chino Hills	Signalized	31.3	C	31.3	C
2	Carbon Cyn Rd/Azurite Dr	Chino Hills	Stop-controlled	26.5	D	14.7	B
3	Carbon Cyn Rd/Canon Ln	Chino Hills	Stop-controlled	53.8	F	41.2	E
4	Carbon Cyn Rd/Canyon Hills Rd	Chino Hills	Stop-controlled	51.4	F	28.2	D
5	Carbon Cyn Rd/Rosemary Ln	Chino Hills	Stop-controlled	36.6	E	25.3	D
6	Carbon Cyn Rd/Olinda Pl	Brea	Signalized	70.6	E	4.5	A
7	Carbon Cyn Rd/Ruby St	Brea	Signalized	15.2	B	36.8	D
8	Carbon Cyn Rd/Brea Hills Ave	Brea	Stop-controlled	29.3	D	12.1	B
9	Carbon Cyn Rd/Santa Fe Rd	Brea	Signalized	20.4	C	26.7	C
10	Carbon Cyn Rd/Valencia Ave	Brea	Signalized	60.4	E	39.4	D

Notes: HCM 2000 Operations Methodology. LOS = Level of Service, Delay = Average Vehicle Delay (Seconds)  
Delay shown at stop-controlled intersections reflects delay at worst-case stop-controlled approach

As shown in **Table 2**, the stop-controlled approaches at the Canon Lane, Canyon Hills Road, and Rosemary Lane intersections are currently operating at a deficient level of service (LOS E or worse). However, when considering all vehicles traveling through these intersections, the average vehicle delay is minimal, as a result of Carbon Canyon Road operating at free-flow conditions (no vehicle delay).

Within the City of Brea, the signalized intersections at Olinda Place and at Valencia Avenue are currently operating at LOS E during the a.m. peak hour, as a result of the large westbound traffic flow.

In addition to peak hour volumes, the daily volumes along the corridor were evaluated in comparison to theoretical roadway capacities, in order to identify deficiencies in the roadway network. In this analysis, a segment was considered deficient having a volume-to-capacity ratio of 1.00 or greater, and is considered near capacity with a volume-to-capacity ratio above 0.90. **Table 3** summarizes the daily volumes along with the planning-level capacity of the roadway. For two-lane undivided roadways, the theoretical capacity is assumed as 13,000 vehicles per day, while the four-lane divided roadway capacity is assumed as 30,000 vehicles per day.







**Table 3 – Existing Roadway Volumes and Capacity**

Carbon Canyon Road Location	Lane Configuration	Planning-level Capacity (veh/day)	Daily Volume	V/C
Carbon Cyn south of Chino Hills Pkwy	2-lane undivided	13,000	16,800	1.29
Carbon Cyn north of Canon Ln	2-lane undivided	13,000	14,000	1.08
Carbon Cyn north of Canyon Hills	2-lane undivided	13,000	15,670	1.21
Carbon Cyn north of Rosemary Ln	2-lane undivided	13,000	12,100	0.93
Carbon Cyn east of Olinda Pl	2-lane undivided	13,000	11,800	0.91
Carbon Cyn east of Ruby St	2-lane undivided	13,000	11,900	0.92
Carbon Cyn east of Brea Hills Ave	2-lane undivided	13,000	12,300	0.95
Carbon Cyn east of Santa Fe Rd	4-lane divided	30,000	12,500	0.42
Carbon Cyn east of Valencia Ave	4-lane divided	30,000	14,900	0.50

Notes: V/C = Volume-to-Capacity ratio

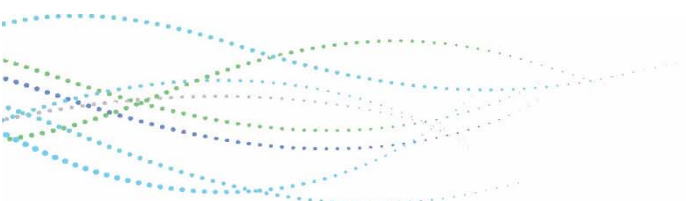
As shown in **Table 3**, the majority of Carbon Canyon Road segments (Chino Hills and Brea) have daily volumes that either exceed or are near the theoretical capacity for a roadway of that configuration (two-lane undivided).

### 3.4 Speed Evaluation

Speed limits vary along the Carbon Canyon Road corridor. From the northeast section (at Chino Hills Parkway) to Canyon Hills Road, the posted speed limit is 45 miles per hour. South of Canyon Hills Road, through the Sleepy Hollow neighborhood to the City/County limit, the posted speed limit is 35 miles per hour. Within this section, the roadway right-of-way narrows and the road curves, which contributes to lower travel speeds. Within the City of Brea, the posted speed limit reverts back to 45 miles per hour.

Average speeds along the corridor were reviewed using the Iteris iPeMS platform, developed for San Bernardino County. Using the database, average corridor speeds over a three-month period (June to August 2018) were extrapolated during multiple days and time periods. The following summarizes the current speed data:

- Weekday Conditions
  - A.M. Peak Period
    - 36 miles per hour average speed along southwest Carbon Canyon Road
    - 40 miles per hour average speed along northeast Carbon Canyon Road
  - P.M. Peak Period
    - 41 miles per hour average speed along southwest Carbon Canyon Road
    - 23 miles per hour average speed along northeast Carbon Canyon Road
  - Mid-day Period
    - 40 miles per hour average speed in both directions





- Weekend Conditions
  - Mid-day Period
    - 41 miles per hour average speed in both directions

During the weekday conditions, the varied speeds reflect the traffic volume patterns described in Section 3.1. The heavy a.m. peak hour flow of traffic is in the southwest direction, while the heavy p.m. peak hour traffic flow is in the northeast direction. As a result, average speeds are lower during those time periods. Average speeds during the mid-day period are approximately equal in each direction. Similarly, during weekend conditions, where there are not defined peak hours of traffic, speeds are generally equal in both directions during the day.

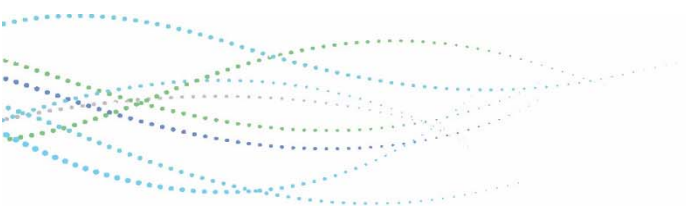
Based on the data collected, average speeds along the corridor are within the posted speed limit of 45 miles per hour through the majority of the corridor. However, within the Sleepy Hollow neighborhood, these average speeds exceed the posted speed limit of 35 miles per hour. In general, Caltrans sets speed limits based upon the 85<sup>th</sup> percentile speeds. Through community feedback, it is understood that vehicle speeds have been observed to exceed the average and 85<sup>th</sup> percentile speeds at some points of the day, but these instances represent the top 15% of speeds observed.

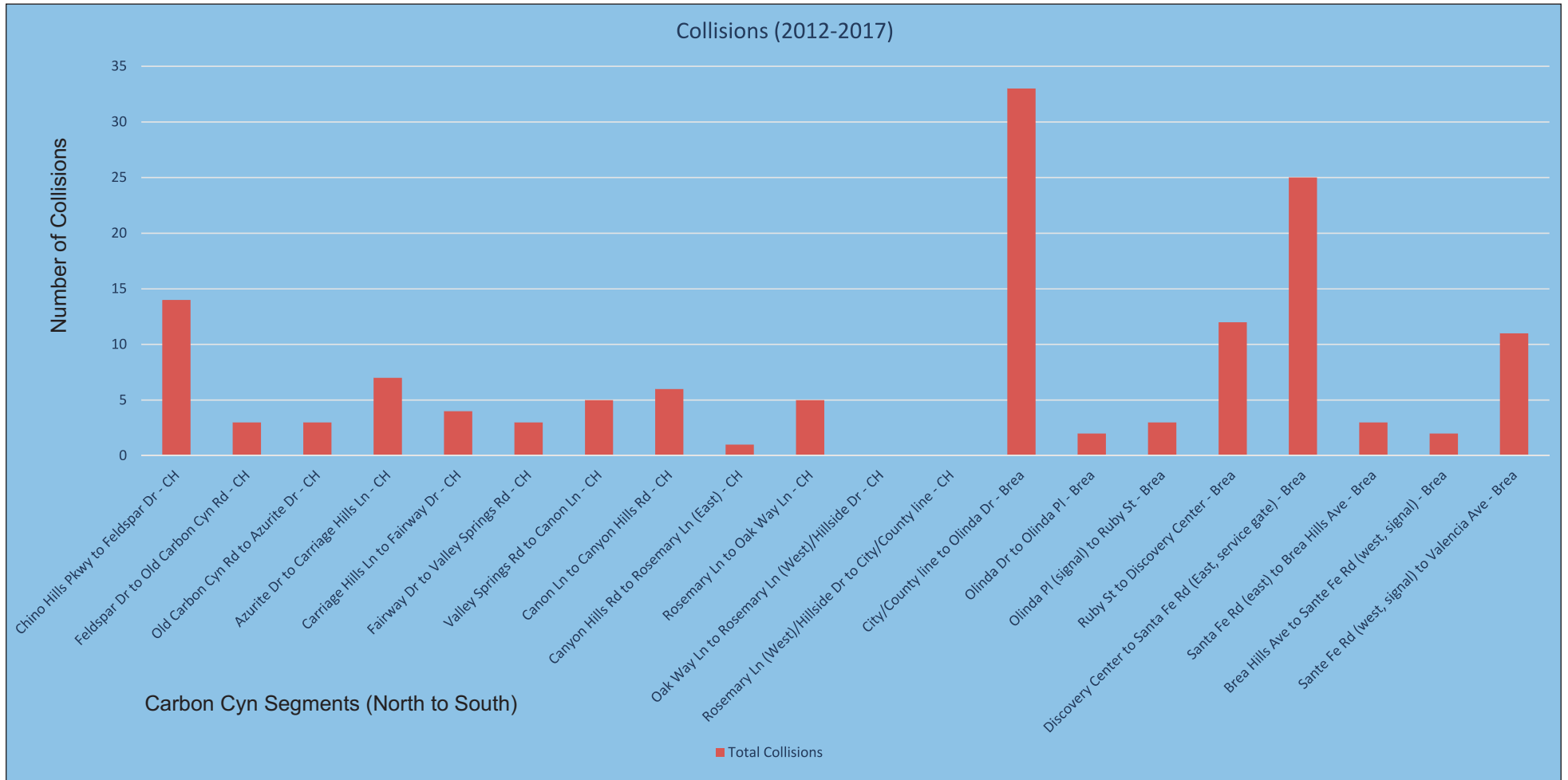
## 4.0 COLLISION INFORMATION

Collision data along Carbon Canyon Road was obtained for both the City of Chino Hills and City of Brea segments, over a 5-year period from 2012 to 2017. **Figure 2** shows the total collisions per segment, from north (left side of chart) to south (right side of chart). A total of 142 collisions were recorded during this period along Carbon Canyon Road.

As shown, the highest occurrences of collisions over the period occur from the City/County line to Olinda Drive and from the Discovery Center to Santa Fe Road (east). Both of these segments are within the City of Brea. The City/County line to Olinda Drive segment is the longest segment in the study corridor (1.83 miles), thus it is not unusual that higher collisions would occur in comparison to the shorter segments.

Of the 142 collisions, two collisions involved bicyclists, five collisions involved pedestrians, and there were a total of 188 injuries. One of the pedestrian-related collisions resulted in a fatality, in the vicinity of the Canon Lane intersection. The most common types of collisions along the corridor were rear-end collisions, followed by hit objects and broadside collisions. Of the total collisions collected during that period, one collision involved a truck.







## 5.0 FUTURE TRAFFIC FORECASTS

The Southern California Association of Governments (SCAG) 2016 RTP/SCS model was used to evaluate long-range traffic growth along the corridor. This version of the model is considered to be the most up-to-date version at the time. The land use assumptions were taken directly from the SCAG 2016 RTP model, and are values that were developed by SCAG in coordination with and approval by each jurisdiction in the six-county region (using the most up-to-date information at the time). The SCAG model's base year scenario is 2012 and the future year scenario is 2040. Along Carbon Canyon Road, the projected growth in traffic volumes is approximately 10% to 15% between the base and future year scenarios. Along with this growth, truck traffic would increase accordingly, though is forecast to remain at approximately the same percentage of total volume as in existing conditions.

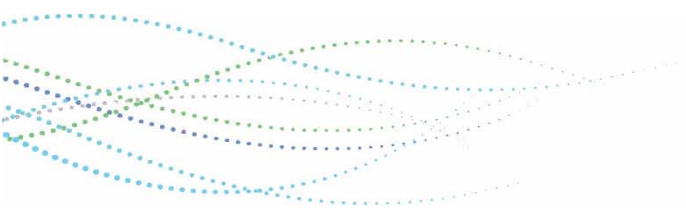
Traffic growth is also anticipated along freeways in the vicinity of Carbon Canyon Road, including SR-91, SR-57, and SR-71. During the most congested conditions, there is the potential that traffic utilizing these freeways would utilize Carbon Canyon Road instead.

In addition, it is understood that the City of Corona is currently evaluating the Trails of Corona project, a mixed-use development project comprising approximately 104.8 acres (425 single-family residences). When fully built out, this project has the potential to increase traffic volumes along SR-71 through Chino Hills, as well as the other freeways in the vicinity.

## 6.0 KEY ISSUES

The City of Chino Hills has sought feedback from community members on perceived issues relating to traffic and safety along the corridor. In addition to written comments provided by residents, Iteris and City staff received comments during a June 14, 2018 meeting in which Iteris presented preliminary findings and improvement opportunities. A summary of the identified issues brought forth by the community are as follows:

- Truck movements, with particular attention to S-curves (switchbacks);
- Perception of excessive speed;
- Heavy delays on minor streets turning onto Carbon Canyon Road;
- Line of sight visibility from minor streets turning onto Carbon Canyon Road; and
- Pedestrian and bicycle safety.





## 7.0 TRUCK RESTRICTION

Stakeholder outreach indicated truck and large vehicle usage of the roadway as a safety and operations concern. While the volume of trucks using Carbon Canyon Road is low (1.3% of total vehicles per day), their presence is amplified by the roadway's geometric conditions: change in elevation, tight curves, and a switchback section of roadway from Postmile (PM) 7.8 to 8.1.

Trucks take longer to accelerate on uphill grades, longer to stop on downhill grades, and must off-track to navigate narrow turns. Off-tracking means the front and rear wheels follow different paths when turning. Off-tracking results in trucks entering shoulder areas and the opposing traffic lanes. Since SR-142 is a two-lane facility, the encroachment of large vehicles on shoulder areas and opposing traffic lanes is a major safety and congestion concern. Improvement of the roadway to eliminate the geometric constraints for large vehicles on SR-142 would be a long-term project at high cost to address issues related to 1.3% of the vehicles traveling on the roadway.

Iteris collected 24-hour video camera footage of the Carbon Canyon Road segment within the switchback area. The videos were collected over a seven-day period from July 13 to July 20, 2018. The purpose of the video collection was to observe heavy truck maneuvers down the hill, specifically at the two sharp curves. Two cameras were utilized, placed at the locations shown in **Figure 3**.

During the course of the video collection, multiple occasions were observed where heavy trucks either slightly infringed or fully crossed over the roadway centerline. **Figure 4** shows video screenshots of a few of these recorded maneuvers. As shown in the sequence of screenshots, some trucks were observed crossing the centerline by approximately 4 to 5 feet at the beginning of their turn and up to approximately 12 feet at the end of their turn.

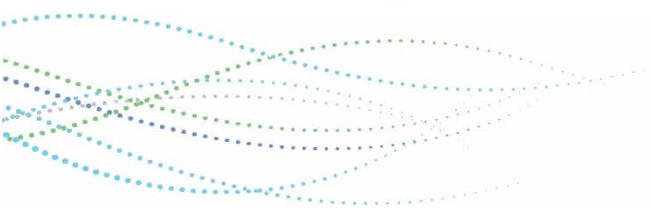
**Figure 3 – Switchback Video Locations**





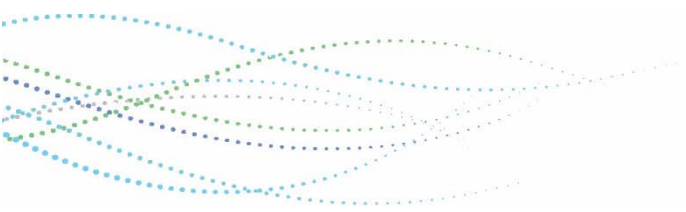


Figure 4 – Observed Heavy Vehicle Turning Maneuvers

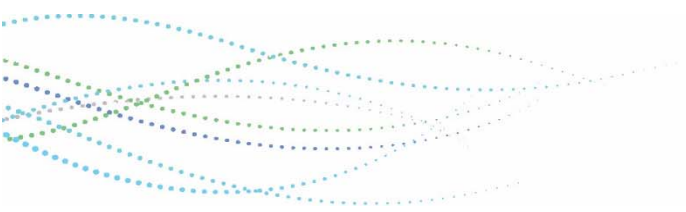




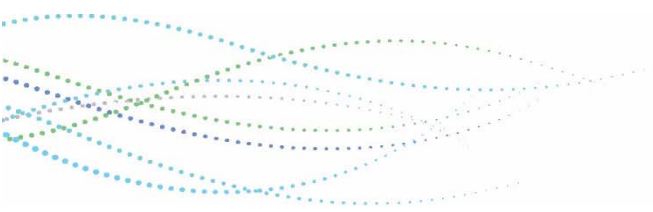
Carbon Canyon Road (SR-142)  
Phase II Corridor Study  
Final Report













Currently, trucks are not restricted on SR-142; however, it is a posted advisory route. At the southern Chino Hills City limit, currently there is a sign that reads “TRACTOR-SEMIS OVER 30 FEET KINGPIN-TO-REAR AXLE NOT ADVISED”. At the northern end of the corridor, south of Chino Hills Parkway, currently there is a sign that reads “VEHICLE LENGTH OVER 50 FT NOT ADVISED BEYOND OLD CANYON RD”. Also, the same sign is located approximately 850 feet east of Old Carbon Canyon Road. Based on the video observations, analysis of the corridor, and limited options for altering road geometrics, it is recommended that the advisory be revised to prohibit vehicles that are over 30 feet kingpin-to-rear axle. Given the low usage of the corridor by heavy trucks, restricting trucks would likely have only a minor impact to commerce and traffic operations along alternate routes. In addition, the majority of truck volume occurs outside of the a.m. and p.m. peak hours. The two alternate routes to accommodate trucks from SR-142 would be SR-71 to SR-91 to SR-90 on the east and SR-71 to SR-60 to SR-57 on the west. These major freeway routes are reasonable alternatives to SR-142, which is currently not advised for large vehicles.

Caltrans sets transportation regulations relating to maximum truck size and weight. These regulations are to ensure that trucks have safe operating characteristics (fitting under bridges, adequate turning radius, stopping capability, etc.) and that trucks do not create undue damage to state highways and city streets. The California Vehicle Code (CVC) does allow local jurisdictions to issue permits to vehicles in excess of these size or weight standards. In order for the local jurisdiction to impose restrictions on a state highway, the restriction ordinance or resolution must be submitted to Caltrans for approval before enactment.

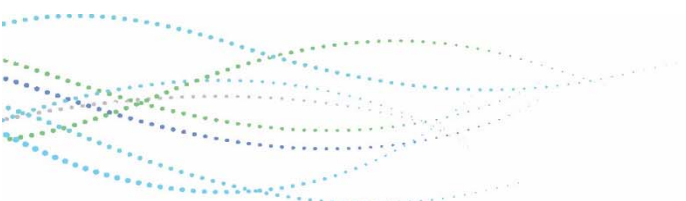
The following draft Truck Restriction Ordinances for the Chino Hills section and the Brea section of SR-142 were developed for submission, along with this study, to Caltrans, local agencies, and California Highway Patrol staff, as well as trucking industry stakeholders, affected industries, and citizen groups. Below is draft text for an ordinance for review by each City and stakeholder groups:

#### **City of Chino Hills Draft Ordinance / City Council Resolution**

**Sec. X1.** - Trucks with kingpin-to-rear axle distance (KPRA) over 30 feet are prohibited on State Highway 142 within the City of Chino Hills. The maximum KPRA shall be 30 feet of vehicle and load on State Highway Route 142 from Chino Hills Parkway to the Orange County Line (PM 5.75). State Highway Routes 57, 60, 71, 90, and 91 are hereby designated as alternate routes for the use of such vehicles that are prohibited from the use of Route 142.

#### **Sec. X2. - Exceptions.**

The following shall be excepted from the vehicular KPRA restriction imposed by Section X: Police and Fire Department vehicles, passenger buses, recreational vehicles, and utility vehicles which need to enter the area for the purpose of providing services, making pickups or deliveries of goods, wares and merchandise, or delivering construction materials to sites within the restricted highway segment and have no other means of access, while actually involved in and transacting such activities.





### City of Brea Draft Ordinance / City Council Resolution

**Sec. X1.** - Trucks with kingpin-to-rear axle distance (KPRA) over 30 feet are prohibited on State Highway 142 within the City of Brea. The maximum KPRA shall be 30 feet of vehicle and load on State Highway Route 142 from Lambert Road (PM 1.8) to the San Bernardino County Line (PM 5.75). State Highway Routes 57, 60, 71, 90, and 91 are hereby designated as alternate routes for the use of such vehicles that are prohibited from the use of Route 142.

### Sec. X2. - Exceptions.

The following shall be excepted from the vehicular KPRA restriction imposed by Section X: Police and Fire Department vehicles, passenger buses, recreational vehicles, and utility vehicles which need to enter the area for the purpose of providing services, making pickups or deliveries of goods, wares and merchandise, or delivering construction materials to sites within the restricted highway segment and have no other means of access, while actually involved in and transacting such activities.

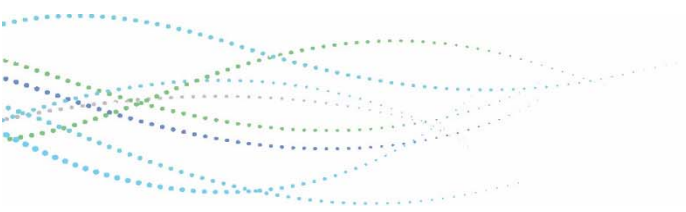
If approved by Caltrans District 8 Office (for the City of Chino Hills portion) and District 12 Office (for the City of Brea Portion) and Caltrans Headquarters, the City of Chino Hills and City of Brea could adopt final truck restriction ordinances or resolutions. Caltrans would erect restriction signage and enforcement of the restriction would begin.

## 7.1 Truck Turning Template

A truck turning template was prepared in order to simulate the movement of heavy trucks at the two switchback curves. Utilizing the AutoTURN 8.1 software, Iteris modeled the swept path maneuvers for the truck movements along the curves. An intermediate semi-trailer (WB-40) was used as the design vehicle. All vehicle dimensions and swept paths are based on standards from AASHTO's *A Policy on Geometric Design of Highways and Streets*. **Figure 5** shows the truck turning template.

As shown, under an ideal turning maneuver, in order for a truck to avoid infringing on the centerline, it would need to infringe on the shoulder/dirt area along the inside of the curve. Based on the field observations, truck drivers chose to infringe across the centerline in the absence of opposing traffic. Under light traffic conditions, this is a reasonable accommodation in the limited roadway geometrics. However, during peak travel times this can present a safety hazard by forcing a large vehicle driver to choose from driving in the shoulder or across the roadway centerline and be a hazard to opposing traffic or to cyclists and pedestrians who may be utilizing the shoulder area.

A potential mitigation for this difficult turning maneuver would be for Caltrans to widen the roadway along the inside of the curve. Even if the inside shoulder were to be widened via additional pavement, though, heavy trucks would still likely have to make a tight turning movement on the steep grade. The effectiveness of this mitigation would require further study.











## 7.2 Truck Restriction Justification

As part of the evaluation of a potential truck restriction along Carbon Canyon Road, Iteris reviewed two Caltrans truck restriction reports, along State Route 108 and State Route 152. The Carbon Canyon Road segment evaluated in this report has common conditions and issues with those other routes.

In both corridors, truck traffic was interrupting traffic flow and off-tracks and encroaches either the opposing lane or onto unpaved road shoulders. Each previous study indicated a higher rate of collisions, however the severity of the Carbon Canyon Road 'S' curve is so extreme that it necessitates such slow speeds for vehicles to navigate. Thus, conflicts occur at slower speeds allowing drivers to react to over-tracking and encroaching trucks. This is not a sustainable condition as previous reliance on driver alertness cannot overcome the geometric conditions of the infrastructure to fail to maintain longer vehicles within their lanes. Recent increases in traffic volumes may seem minor, however each additional vehicle represents a potential conflict within the geometrically constrained section of SR-142. The strong community support to remove large truck trips from SR-142 over concerns over conflicts with other vehicles was evident through the public outreach. The analysis in this report supports the finding that the constrained roadway geometrics and strong community support justify restriction of trucks with a KPRA over 30 feet on SR-142.

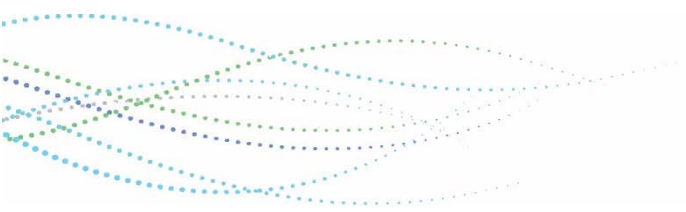
## 8.0 RECOMMENDED IMPROVEMENTS

This section presents a toolkit of recommended measures or considerations for improved safety and mobility through the corridor, in both Chino Hills and Brea. The measures range from simple, low cost measures to long-range measures that require significant costs in order to implement.

### 8.1 Congestion Reduction Improvements

As described in Section 3.3, based on the traffic volumes and lane configurations, the Carbon Canyon Road/Chino Hills Parkway intersection is currently shown to operate at LOS C during both peak hours, when using the Synchro software. This LOS represents the average vehicle delay for all vehicles approaching the intersection. However, it is recognized that during the a.m. peak hour, the heavy westbound left-turn demand may not be fully satisfied as Carbon Canyon Road transitions from two lanes to one southbound lane downstream from the intersection. This transition causes merging of vehicles that creates a queue back-up to Chino Hills Parkway. As a result of this back-up, it is estimated that not all westbound left-turn vehicles are able to make it through the signal within one cycle and may not have been fully counted during the data collection. An improvement to ease the congested condition would be to widen Carbon Canyon Road to two lanes for a 0.5 mile stretch in the southbound direction from the current two-lane to one-lane transition point.

In addition, to improve traffic operations during the p.m. peak hour in particular, a northbound free right-turn lane is recommended. During the p.m. peak hour, approximately 900 vehicles use this right-turn lane. The improvement would allow for right-turning traffic to bypass the traffic signal, thus reducing vehicle delay at the intersection. A conceptual plan of this recommendation is shown in **Figure 6**.



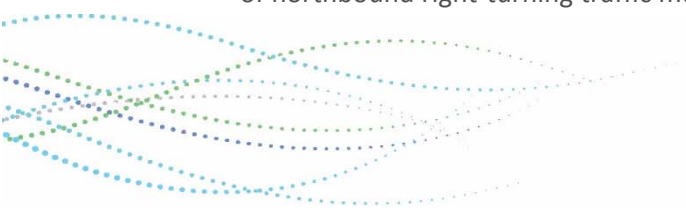


**Figure 6 – Free Right-turn Conceptual Plan**

At the Olinda Place/Carbon Canyon Road intersection in the City of Brea, in order to improve the deficient a.m. peak hour traffic operation, an additional westbound through lane would be required. In order for this improvement to function properly, widening would be required to add a westbound through lane at the downstream Ruby Street intersection, which would continue west of the intersection. These improvements are not considered feasible due to the immediate uphill slope north of Carbon Canyon Road.

The signalized Carbon Canyon Road/Valencia Avenue intersection in the City of Brea is also currently operating at a deficient LOS during the a.m. peak hour. This deficient operation is primarily caused by a heavy westbound left-turn volume of 862 vehicles. In order to improve the operation of the intersection, a third westbound left-turn lane would be required. However, this improvement would not be feasible without widening the south leg intersection departure to accommodate three lanes of traffic. Currently, southbound Valencia Avenue consists of two travel lanes and a bicycle lane in this section. The feasibility and cost effectiveness of this measure would require further study.

In addition, during the p.m. peak hour, it is understood that the Carbon Canyon Road/Valencia Avenue intersection experiences queuing in the northbound direction as a result of the heavy flow of vehicles (580 peak hour vehicles) onto eastbound Carbon Canyon Road. While there is currently a free northbound right-turn lane at the intersection, the northbound right-turning vehicles may not be able to fully access the right-turn pocket during peak traffic conditions. A potential improvement would be to extend the northbound right-turn pocket. At the intersection departure in the eastbound direction, the heavy flow of northbound right-turning traffic must merge with the eastbound Carbon Canyon Road through traffic.





Another consideration would be to extend this merge lane, longer than the current 300 feet, in order to relieve congestion at both the intersection and the roadway segment east of the intersection. Extending this eastbound merge lane would require re-striping the roadway to reduce either the length of the dual westbound left-turn lanes or the length of the number three westbound through lane (outside lane).

In addition to the recommendations discussed, the on-going (at the time of this report) Stonefield development is conditioned to provide traffic-related improvements at the Fairway Drive-Ginseng Lane/Carbon Canyon Road intersection. These intersection improvements include widening and re-striping Carbon Canyon Road to provide:

- Southbound deceleration lane (right-turn pocket onto Fairway Drive) and acceleration lane; and
- Northbound deceleration lane (right-turn pocket onto Ginseng Lane) and acceleration lane.

## 8.2 Traffic Signals

Currently, there are no signalized intersections along the Chino Hills portion of the corridor (with the exception of Chino Hills Parkway at the north end). Traffic along Carbon Canyon Road operates at free-flow conditions. Installation of traffic signals would provide for orderly movement of traffic at an intersection, protected turning movements, and would have the effect of reducing the delay of vehicles accessing the minor streets. Along with these benefits, the frequency of broadside collisions would be reduced. However, with the reduction in vehicle delay to minor streets, conversely an increase in delay to through traffic along Carbon Canyon Road would result.

A new traffic signal is currently proposed and is in the design phase (at the time of this report) at the Canyon Hills Road/Carbon Canyon Road intersection. The new signal is the result of anticipated increases in traffic along Canyon Hills Road from future development. Currently a T-intersection, a fourth leg is anticipated to be built on the east side of the intersection to provide access to a proposed residential development. Traffic volumes are projected to satisfy the Manual on Uniform Traffic Control Devices (MUTCD) minimum requirements for installation of a signal warrant.

A new traffic signal should also be considered at the Azurite Drive/Carbon Canyon Road intersection. Considering the sight-distance issues for vehicles turning onto Carbon Canyon Road off of Azurite Drive, a traffic signal at this location could provide safety benefits. As shown in **Figure 7**, the sight distance of vehicles along the Azurite Drive approach is limited, particularly when looking left (looking east).

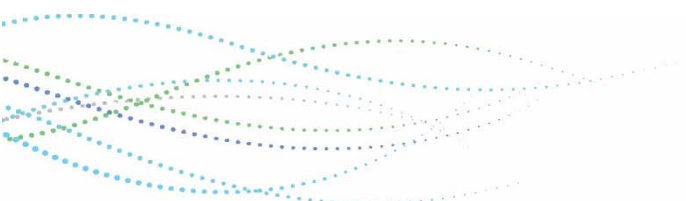






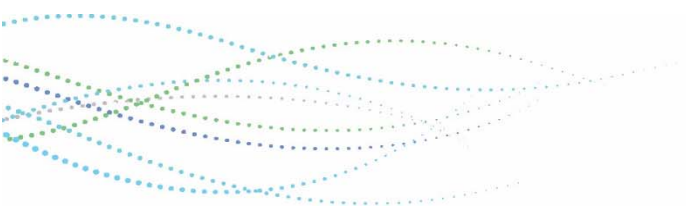
Figure 7 – Sight Distance Viewpoint along Azurite Drive



*Looking right (west) along Carbon Canyon Rd*



*Looking left (east) along Carbon Canyon Rd*







However, traffic volumes exiting the Summit Ranch neighborhood at Azurite Drive do not currently satisfy MUTCD minimum peak hour volume requirements. A total of 22 a.m. peak hour and 9 p.m. peak hour vehicles were counted during the May 2018 traffic count.

As a complement to any traffic signal, flashing advance warning signs should be provided in order to alert motorists that a signalized intersection is downstream. This treatment is especially suitable in locations where sight distance is limited and where the downstream signal is located on a downgrade. In addition to making the motorist aware of the upcoming signal, the advance warning sign may also provide information to the motorist about the operation of the traffic signal. This information will allow the motorist to make safer decisions ahead of time (i.e. preparing to stop). An example of a flashing advance warning sign is shown in **Figure 8**.



**Figure 8 – Flashing Advance Warning Sign**

In addition, based on the LOS/delay results, potential traffic signals at Canon Lane and Rosemary Lane were considered and assessed. Traffic volumes at minor street approaches at these two intersections are not high enough to satisfy the MUTCD peak hour warrant. The minor street volumes are as follows:

- Canon Lane – Highest approach volume is 30 vehicles at the eastbound approach during the a.m. peak hour; and
- Rosemary Lane – Highest approach volume is 5 vehicles at the southbound approach during the p.m. peak hour.

For these unsignalized intersections, MUTCD Signal Warrant evaluation sheets are included in **Appendix C**. A total of nine signal warrants are provided by MUTCD. Of the nine, the following warrants are used in this study:

- Warrant 1 – 8-hour vehicular volume;
- Warrant 2 – 4-hour vehicular volume;
- Warrant 3 – Peak hour volume; and
- Warrant 7 – Crash Experience.

All other warrants are either not applicable to these locations, or sufficient data is lacking in order to complete (such as pedestrian counts, though these are understood to be minimal). In **Appendix C**, the Warrant 2 and Warrant 3 graphs show the recommended thresholds for satisfying the warrant, as well as where the volumes at each intersection fall within the graph.



### 8.3 Left-turn Refuge Lanes

A left-turn refuge lane is an auxiliary lane that allows for left-turning vehicles off a minor street to accelerate along a major street (Carbon Canyon Road) before merging into the through lane. This improvement is intended to reduce vehicle delay from left-turning vehicles off the minor street as well as reduce sideswipe and rear-end collisions. It allows for the left turn to be completed in a two-step process.

This improvement is recommended at two T-intersections along the corridor, within the City of Chino Hills: Carriage Hills Lane and Valley Springs Drive. Conceptual plans of the recommended improvements are shown in **Figures 9** and **10**. Implementing this improvement would not present a new configuration to the corridor, as a similar feature is provided at the Feldspar Drive intersection in Chino Hills, as well as the Discovery Center Driveway and Santa Fe Road (east) intersections in Brea.

**Figure 9 – Left-turn Refuge at Carriage Hills Lane**

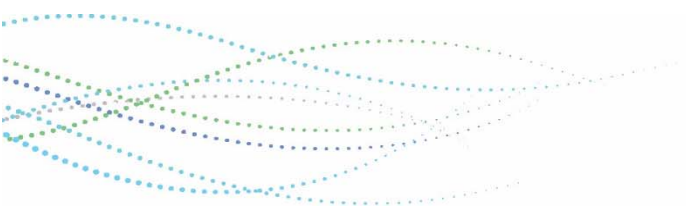
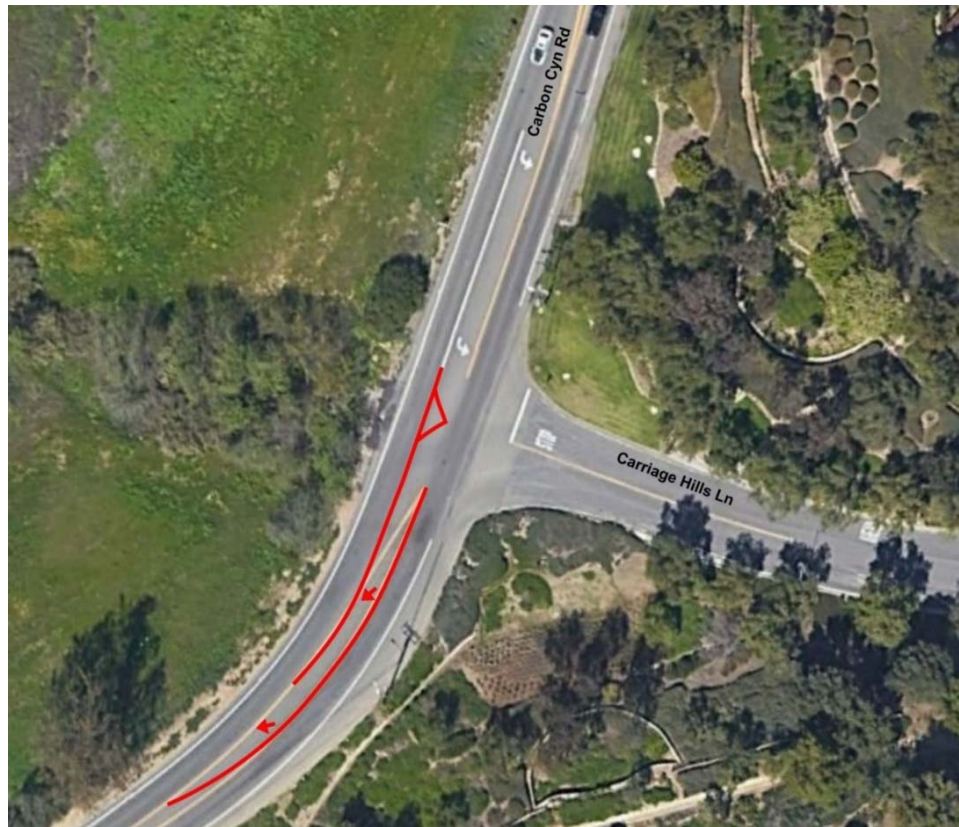




Figure 10 – Left-turn Refuge at Valley Springs Road



## 8.4 Traffic Calming or Safety Measures

This section describes countermeasures recommended for improved traffic calming and safety along the corridor.

### 8.4.1 Channelizers

Tubular channelizing markers or “channelizers” are recommended to create a center island that narrows the driver’s perception of the roadway. The treatment can have the effect of creating a sense of friction on the roadway. Typical channelizers may be between 18 and 36 inches tall, spaced 4 to 5 feet apart, and are yellow and/or orange in color. In addition, a speed limit sign placed on a mountable sign support could be located on either end of the island section where feasible, as shown in the following example in **Figure 11**.





Figure 11 – Sample Channelizer Island



This improvement is recommended at the following four locations along Carbon Canyon Road, where centerline striping currently includes an island: west of Old Carbon Canyon Road, east of Carriage Hills Lane, east of Canon Lane, and east of Discovery Center Driveway. Conceptual plans at the recommended improvement locations are shown in **Figures 12** through **15**.

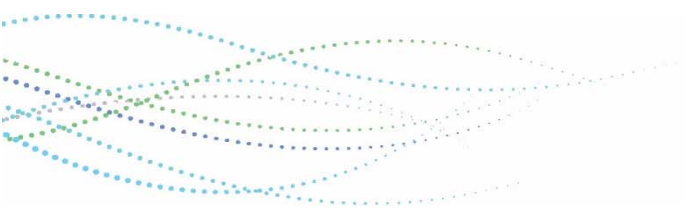




Figure 12 – Channelizer Island west of Old Carbon Canyon Road

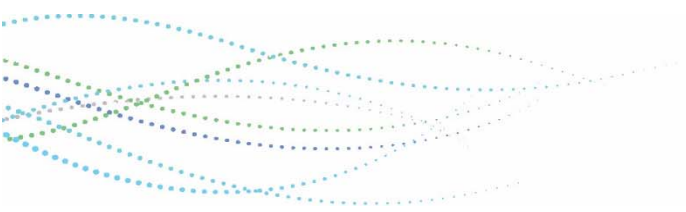




Figure 13 – Channelizer Island east of Carriage Hills Lane

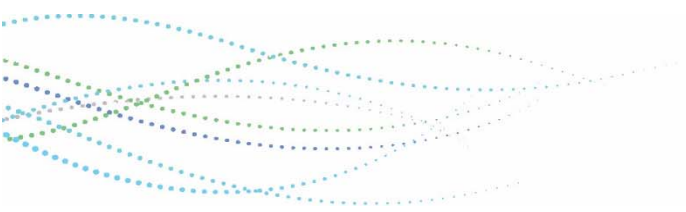






Figure 14 – Channelizer Island east of Canon Lane

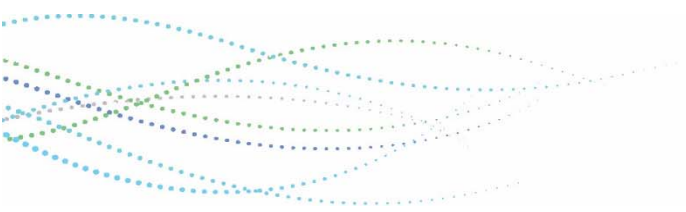
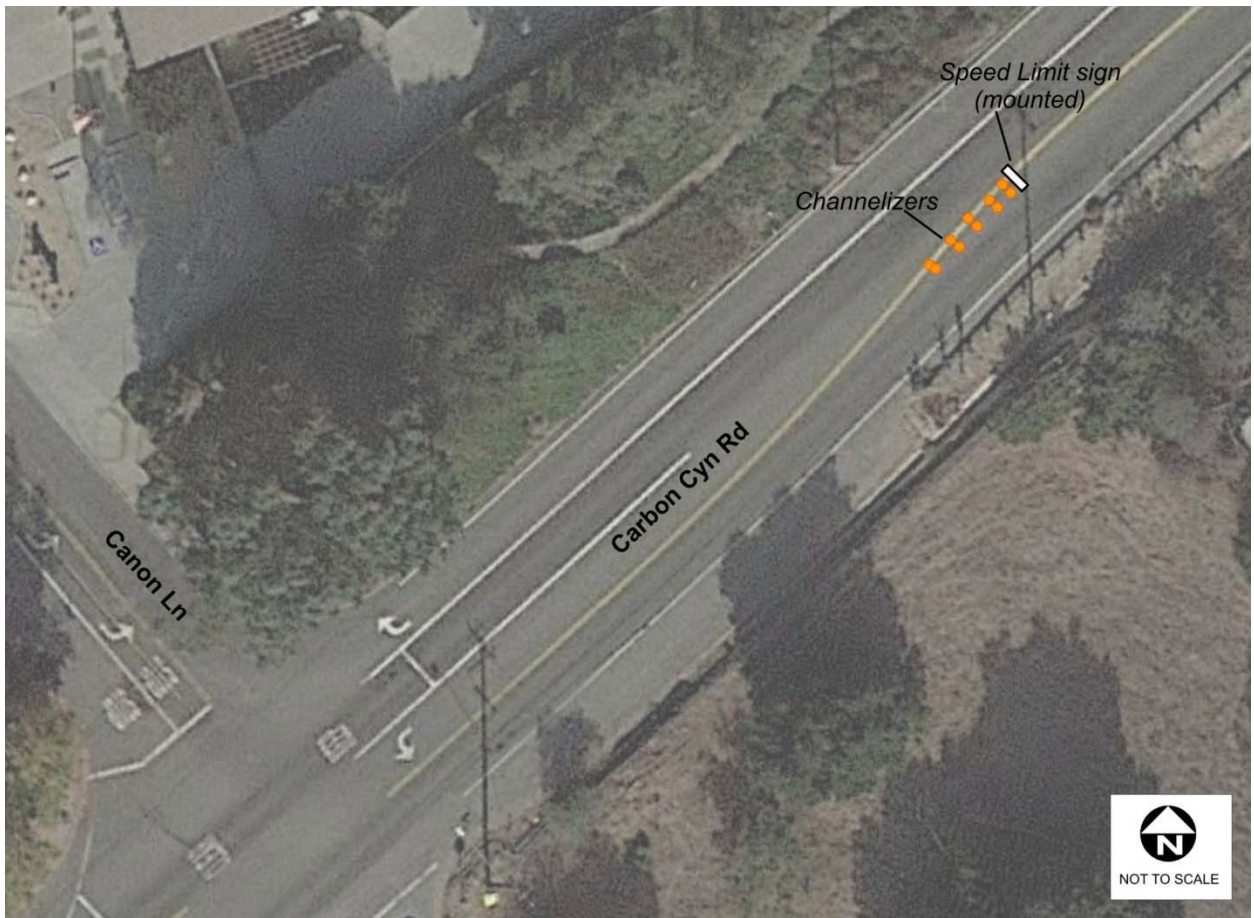




Figure 15 – Channelizer Island east of Discover Center Driveway



#### 8.4.2 Speed Feedback Signs

The installation of speed feedback signs along roadways where vehicles typically travel at higher speeds can result in drivers slowing down, particularly in the immediate timespan following installation. Speed feedback signs can enhance drivers' awareness of the posted speed limit and encourage drivers to comply with the law. By displaying both the posted speed limit and their actual traveling speed, motorists are reminded how far above the speed limit they are traveling. There are various types of solar and/or battery-powered signs available. **Figure 16** shows an example of a speed feedback sign accompanied by the posted speed limit.

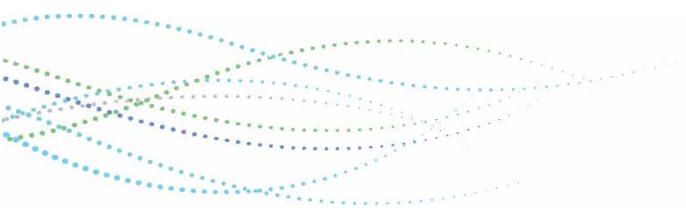




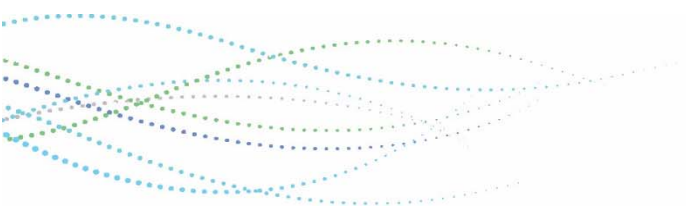
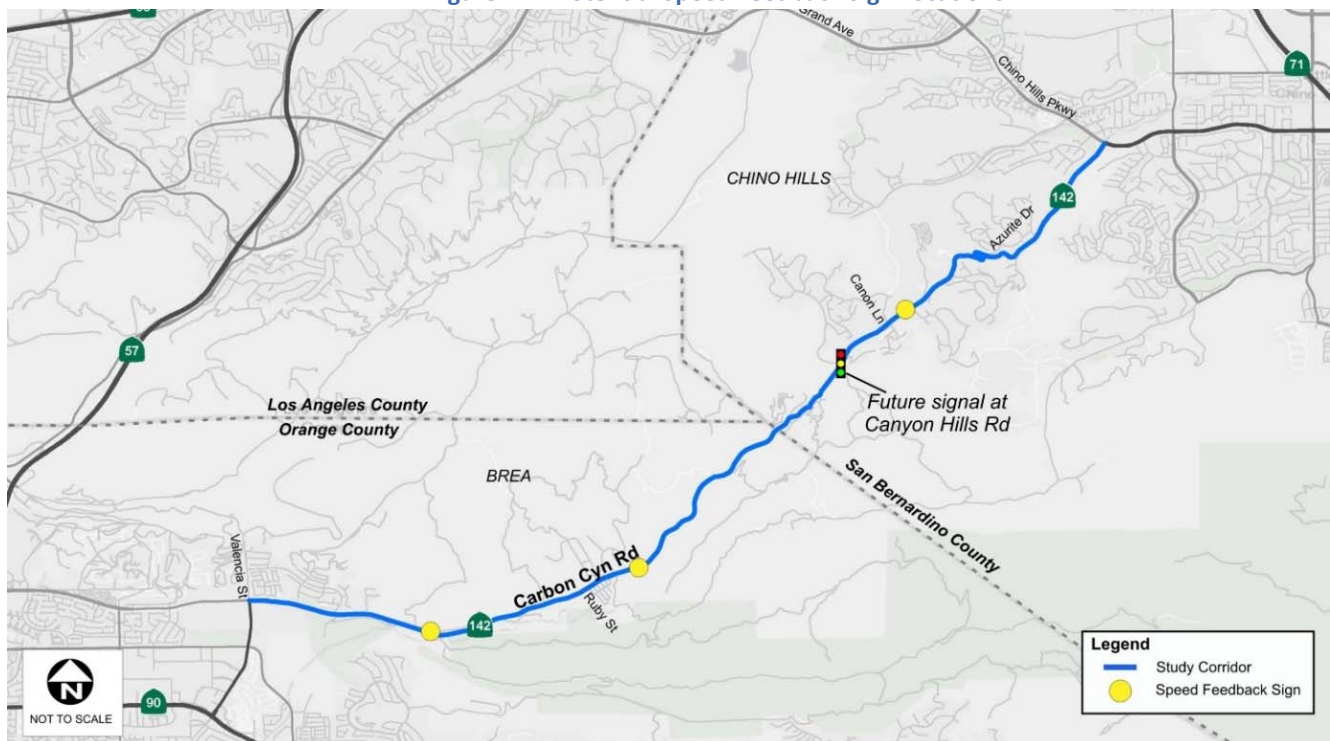


Figure 16 – Sample Speed Feedback Sign



Figure 17 shows the recommended locations for initial placement of speed feedback signs within the Cities of Chino Hills and Brea.

Figure 17 – Potential Speed Feedback Sign Locations





It should be noted that over time these devices can reduce in effectiveness, as motorists become desensitized to their presence. Thus, a regular program of relocation can help improve the effectiveness along the corridor.

#### 8.4.3 Rumble Strips

Rumble strips are a safety/traffic calming measure that can be installed as a low cost countermeasure to reduce the frequency of single-vehicle run-off-road (SVROR) and cross-center line crashes. Rumble strips function as a means of alerting inattentive motorists whose vehicles have drifted out of their travel lane. A tactile vibration and audible rumbling is transmitted through the wheels into the vehicle interior upon driving over the strips.

Based on a review of collision data, this countermeasure, in conjunction with others, could be applicable along Carbon Canyon Road in the City of Brea, in the vicinity of the Discovery Center Driveway. A large majority of collisions in the eastbound direction at this location occurred in the afternoon peak period and involved a vehicle code violation of speeding.

### 8.5 Pedestrian and Bicycle Mobility Improvements

There are currently no sidewalks along Carbon Canyon Road, with limited curbs and gutters in a few locations. The *Institute of Transportation Engineers* (ITE) states that sidewalks “reduce the incidence of pedestrian collisions, injuries, and deaths in residential areas and along two-lane roadways.” The presence of curbs and sidewalks along a street provides pedestrians with a separation from motorized traffic, and thus a sense of security that encourages walking.

Marked bike lanes are currently provided on a short segment (0.2 miles) between Feldspar Drive and Old Carbon Canyon Road. Shoulder widths through the corridor vary, thus providing de-facto/unmarked bike lanes in some areas.

In order to improve the safety of pedestrian and bike mobility through the corridor, a consideration should be given for constructing dedicated infrastructure for each mode. Sidewalks should be at least five feet in width, bicycle lanes should be five to six feet in width, and each should have appropriate buffering. It is anticipated that costly utility relocation, tree removal, and ROW acquisition would be required in order to provide either a concrete sidewalk or dedicated bike lane in each direction through the corridor. For this reason, these are considered long-range improvements.

Another measure that is commonly used for traffic calming and improved pedestrian safety is a marked crosswalk (either mid-block or at an unsignalized intersection). When placed in proper locations, mid-block or unsignalized intersection crosswalks can provide manageable crossing points for pedestrians that may otherwise cross at random locations due to the large distance between signalized/controlled crosswalks. A High-Intensity Activated Crosswalk (HAWK) would be recommended to go along with the marked crosswalk. The HAWK is a pedestrian-activated hybrid beacon used to warn and control traffic at an unsignalized location to assist pedestrians crossing a highway. This measure may be considered at locations where traffic signal warrants are not met.



While Carbon Canyon Road could benefit from the traffic calming effects of adding a new crosswalk with a HAWK treatment, there is currently a lack of compatible land use origin-destination pairs along both sides of the corridor. An example of a compatible land use origin-destination pair is a neighborhood/community park across the street from a residential neighborhood. Based on the current and near-term land uses, there is little incentive for pedestrians to cross Carbon Canyon Road at mid-block locations or unsignalized intersection locations. As a result, a mid-block or unsignalized intersection crosswalk is considered a long-range improvement, to be further studied subject to the buildout of compatible land uses along the corridor. In addition, this treatment is generally not recommended along roadways with a posted speed limit greater than 40 miles per hour. For the majority of Carbon Canyon Road, the posted speed limit is 45 miles per hour.

#### 8.5.1 Right-of-Way Analysis

Caltrans right-of-way widths along the Carbon Canyon Road corridor vary depending on the location. Utilizing layout plans prepared by Caltrans, ROW widths at five typical mid-block sections, spread out along the corridor, were evaluated in order to assess the amount of space that may be needed to accommodate either a dedicated bicycle lane, a pedestrian sidewalk, or both, while maintaining shoulders where possible. The locations of the five typical sections evaluated in this analysis are shown in **Figure 18**. The locations are shown in further detail on the detailed layout plans prepared by Caltrans, provided in **Appendix D**. They vary in ROW widths, shoulders, and grade.

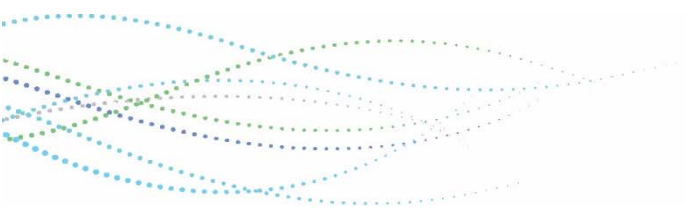
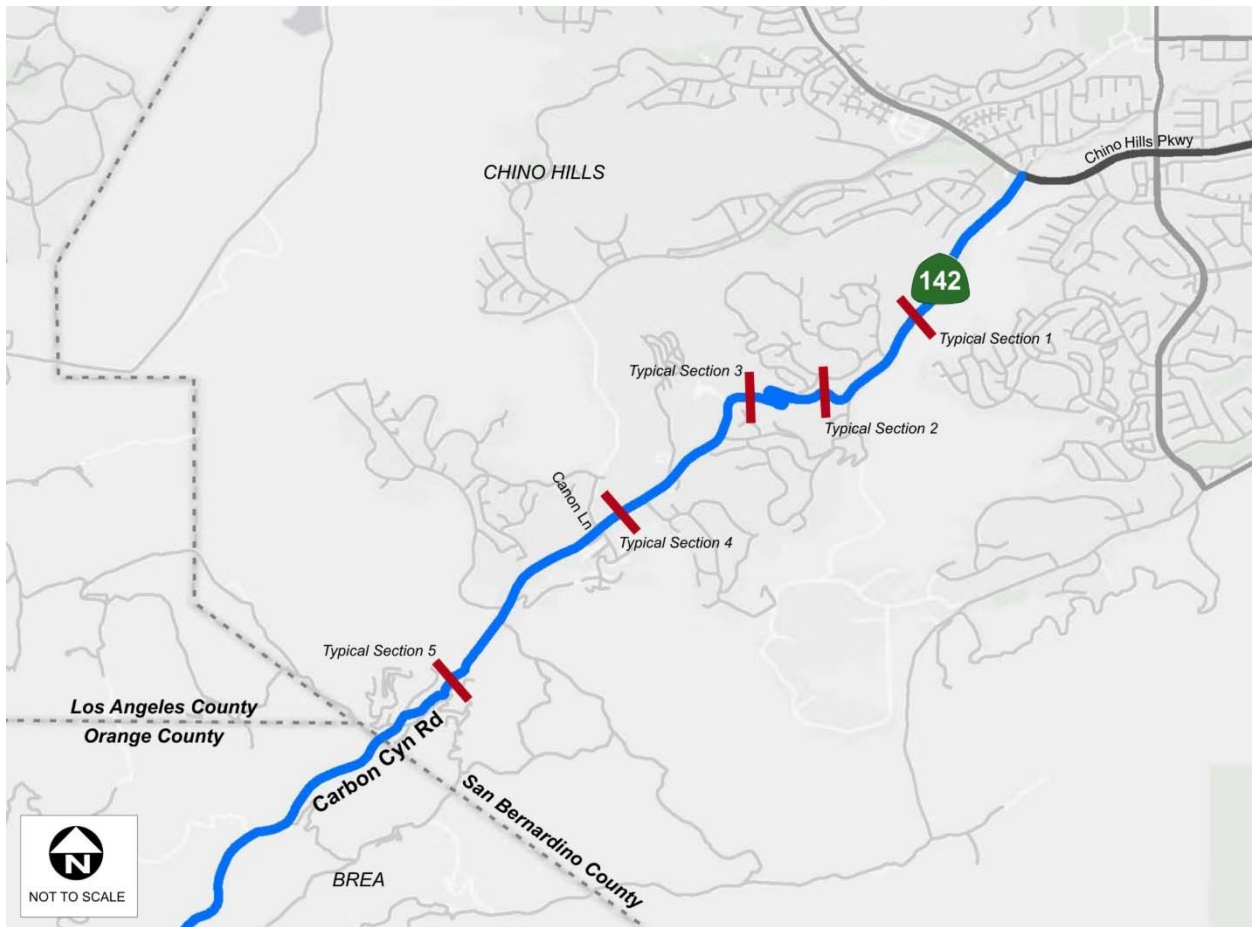




Figure 18 – Typical Section Locations



Typical Section 1 is located approximately 1,700 feet northeast of Feldspar Drive and consists of 100 feet of ROW width. At Typical Section 1, 30 feet of ROW is available, outside of the shoulders, on both the north and south sides of Carbon Canyon Road. As a result, no ROW would need to be acquired in order to construct a 5-foot bicycle lane and an 8 foot sidewalk (sidewalk could be 5 feet with a 3 foot buffer, for example).

Typical Section 2 is located approximately 600 feet east of Azurite Drive and consists of 60 feet of ROW width. At Typical Section 2, 15 feet of ROW is available on the south side and 18 feet of ROW is available on the north side of Carbon Canyon Road. There are no shoulders at this location. As a result, no ROW would need to be acquired in order to construct a 5-foot bicycle lane and an 8 foot sidewalk on both sides. However, significant cut/fill and utility relocations would be required.

Typical Section 3 is located approximately 1,300 feet northeast of Carriage Hills Lane, at the top of the S-curve area. The section consists of 60 feet of ROW width. At Typical Section 3, 20 feet of ROW is available on the north side, though there is a downhill slope after approximately 13 feet. On the south side, 13 feet of ROW is available, though there is an immediate uphill slope outside of the travel lane. As a result, no



ROW would need to be acquired in order to construct a 5-foot bicycle lane and an 8 foot sidewalk on both sides. However, similar to Section 2, significant cut/fill and utility relocations would be required.

Typical Section 4 is located approximately 550 feet northeast of Canon Lane and consists of 90 feet of ROW width. At Typical Section 4, 26 feet of ROW is available on the north side outside of the shoulder. On the south side, 23 feet of ROW is available outside of the travel lane, as there is no shoulder on this side. As a result, no ROW would need to be acquired in order to construct a 5-foot bicycle lane and an 8 foot sidewalk on both sides.

Typical Section 5 is located approximately 300 feet northeast of Rosemary Lane (east) in the Sleepy Hollow neighborhood, and consists of 40 feet of ROW width. There are no shoulders at this location and there are residences fronting the road in this area. In this section, 10 feet of ROW is available on the north side, though there is a downhill slope a few feet outside of the travel lane. On the south side, 8 feet of ROW is available, though there is an immediate uphill slope outside of the travel lane. As a result, no ROW would need to be acquired in order to construct a 5-foot bicycle lane, but approximately 3 to 5 feet of ROW would be needed in order to add a sidewalk on both sides. In addition, significant cut/fill would be required.

## 8.6 Additional Considerations

Based on community feedback, other potential improvements are considered as potential opportunities in this report. These other improvements are not geared towards congestion or speed reduction, but are considered important to quality of life, as expressed by members of the community. These improvements are:

- Pedestrian bridge over Carbon Canyon Road;
- School bus stop treatments; and
- Flashing Yellow Signs/Indicators.

Residents within the Sleepy Hollow neighborhood, located at the southern edge of the City of Chino Hills, requested that the potential for constructing a pedestrian bridge be evaluated. A definitive location for the potential bridge was not identified. The roadway width and Caltrans ROW within this neighborhood is the smallest amongst the corridor, at approximately 40 feet. For this reason, as well as the lack of sidewalk on both sides of Carbon Canyon Road which would be required, construction of a pedestrian bridge is not considered a viable option at this time. In addition, there is no concentration of activity centers that would generate pedestrian traffic within this area.

Caltrans recently installed yellow school bus warning signs at a few locations along the corridor. To supplement these signs, it is recommended that flashing yellow lights be installed approaching the bus stop areas. The flashing lights would increase driver awareness of the presence of children. For safety purposes, at the current school bus stop locations along the corridor, Caltrans should consider constructing a paved waiting area for bus riders, as well as sidewalk, curb, and gutter. The dimensions of the waiting area would vary per location and would require further detailed study. **Figure 19** shows the current school bus pick-up/drop-off locations





along the corridor within the City of Chino Hills. These include locations at Oak Way Lane, Rosemary Lane, Canyon Hills Road (Circle K), Canon Lane, and Valley Springs Road. There are no direct pick-up/drop-off locations on Carbon Canyon Road within the City of Brea, as confirmed by the Brea Olinda Unified School District.



Figure 19 – Bus Stop Improvement Locations

Lastly, the existing yellow signs approaching the switchback curves can potentially be enhanced by providing flashing yellow light indicators along the edges. This lighting would provide for improved driver awareness of the steep and sharp curves ahead, during nighttime conditions.

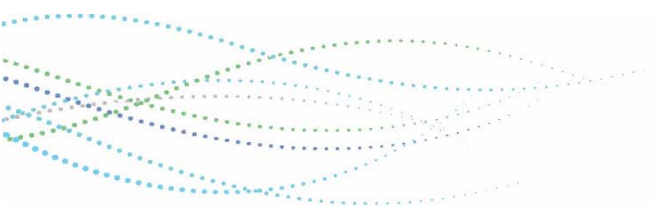
## 8.7 Improvement Costs

As discussed, the improvements for consideration include safety enhancements and traffic calming measures. **Table 4** summarizes the comprehensive set of potential improvements within Chino Hills and Brea, and presents an order-of-magnitude cost estimate range for implementation of each improvement. These planning-level costs include construction, design, and right-of-way (if necessary).



**Table 4 – Improvement Measures Cost Estimates**

Improvement Measure	Cost Estimate Range
<i>Short-term Measures</i>	
New traffic signal at Canyon Hills Rd intersection (design in process)	\$300k - \$350k
New traffic signal at Azurite Dr intersection	\$300k - \$350k
New traffic signal at Canon Ln intersection	\$300k - \$350k
New traffic signal at Rosemary Ln intersection	\$300k - \$350k
Left-turn refuge/acceleration lane at Carriage Hills Ln intersection	\$10k - \$15k
Left-turn refuge/acceleration lane at Valley Springs Rd intersection	\$10k - \$15k
Channelizer “island” west of Old Carbon Cyn Rd	\$3k - \$5k
Channelizer “island” east of Carriage Hills Ln	\$5k - \$7k
Channelizer “island” east of Canon Ln	\$2k - \$3k
Channelizer “island” east of Discover Center Drwy	\$2k - \$3k
Speed feedback sign between Valley Springs Rd and Canon Ln	\$10k - \$15k
Speed feedback sign east of Olinda Dr (City of Brea)	\$10k - \$15k
Speed feedback sign east of Discovery Center Drwy (City of Brea)	\$10k - \$15k
Centerline or shoulder rumble strips near Discovery Center Drwy (City of Brea)	\$1k - \$2k
<i>Long-range Measures</i>	
Widening of SB Carbon Cyn Rd to 2 lanes for 0.5 miles from current 2-lane to 1-lane transition	\$750k - \$1.5 mil
Construction of NB free right-turn lane at Chino Hills Pkwy	\$1 mil - \$1.5 mil
Widening of WB Carbon Cyn Rd at Olinda Pl and Ruby St intersections (City of Brea)	\$3 mil - \$5 mil
Widening to add a 3 <sup>rd</sup> WB left-turn lane at Valencia Ave intersection (City of Brea)	\$1 mil - \$1.5 mil
Widening to extend NB free right-turn pocket at Valencia Ave intersection (City of Brea)	\$400k - \$500k
Widening/re-striping EB Carbon Cyn Rd to extend merge lane east of Valencia Ave intersection (City of Brea)	\$500k - \$750k
Construction of pedestrian sidewalk (one side) within Chino Hills – Approximately 3.8 miles	\$10 mil - \$15 mil
Construction of pedestrian sidewalk (two sides) within Chino Hills – Approximately 3.8 miles	\$25 mil - \$30 mil
Construction of bicycle lane (two sides) within Chino Hills – Approximately 3.8 miles	\$20 mil - \$25 mil
High Intensity Activated Crosswalk (HAWK) at Canon Ln intersection	\$100k - \$150k
Pedestrian bridge in Sleepy Hollow neighborhood	\$1 mil - \$1.5 mil
School bus stop location improvements – 5 locations	\$400k - \$500k







As shown in **Table 4**, improvements such as speed feedback signs and channelizer islands would be the simplest measures to implement due to the relatively low cost. Implementation of these measures would result in minimal, if any, disruption to traffic on the corridor.

As also shown, Iteris has evaluated the possible pedestrian and bike facility improvements along Carbon Canyon Road. As presented, the ultimate goal for enhanced pedestrian and bike mobility includes curbs, sidewalks, and dedicated bike lanes through the corridor. However, due to the current constraints, it would be impractical to implement any of these facilities without incurring significant expenses.

The majority of improvement measure costs would be attributed to the City of Chino Hills, particularly the long-range, high cost improvements. Costs attributed to the City of Brea mostly include low cost measures such as speed feedback signs, channelizers, and rumble strips. There are some high cost intersection-level improvements to be considered within the City of Brea, which require further feasibility evaluation.

## 9.0 NEXT STEPS

Upon completion of City review and approval, this report will be shared with Caltrans and the City of Brea. After that review process is complete, Iteris, in conjunction with the City of Chino Hills, will facilitate discussion with Caltrans on priority improvements in the corridor, including the recommended truck restriction as proposed and justified in this report. Funding for these improvements may be facilitated through Caltrans' State Highway Operation and Protection Program (SHOPP). The SHOPP is California's "fix-it-first" program that funds the repair and preservation, emergency repairs, safety improvements, and some highway operational improvements on the state highway system. SHOPP funds are limited to capital improvements that do not add capacity (no new highway lanes). The majority of transportation improvements identified in this report fall within the Transportation Management Systems (TMS) core asset class within the program. Other funding program options are Measure I or other State funding programs through the Regional Transportation Improvement Program, both administered through the San Bernardino County Transportation Authority (SBCTA).

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/04/2019

**SUBJECT:** Mitigation Agreement Between Puente Hills Habitat Preservation Authority and City; Mitigation Endowment Fund and Mitigation Easement Endowment Fund Agreements Between The San Diego Foundation and City for the SR 57 Freeway & Lambert Road Interchange Improvements (CIP 7251)

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**RECOMMENDATION**

1. Approve the Mitigation Agreement with Puente Hills Habitat Preservation Authority;
2. Approve the Fund Agreement for the Brea 57 Lambert Mitigation Endowment Fund with The San Diego Foundation; and
3. Approve the Fund Agreement for the Brea 57 Lambert Easement Endowment Fund with The San Diego Foundation

**BACKGROUND/DISCUSSION**

The SR 57 Freeway & Lambert Road Interchange Improvements Project (CIP 7251) ("Project") has been a high priority project for the City and Caltrans for the past decade. The Project will add a northbound loop on-ramp with new bridge and realign the northbound off-ramp; widen the southbound ramps and bridge over the City's Tracks at Brea Segment 4 Trail (prior railroad right-of-way); widen Lambert Road from west State College; convert the southbound exit ramp to a two (2) lane exit; and, provide a dedicated right turn lane on Lambert Road onto the northbound on-ramp.

On November 12, 2015, the California Environmental Quality Act ("CEQA") Mitigated Negative Declaration ("MND") and National Environmental Protection Act ("NEPA") Environmental Assessment with Finding of No Significant Impact Documents ("EA/FONSI") were approved and adopted by the California Department of Transportation ("Caltrans") (Document No: SCH 2015031005). One of the Project impacts that was identified within these documents related to the southbound off-ramp shoulder widening and retaining wall improvements, which would result in 0.15 acres of permanent and 1.4 acres of temporary disturbance within the sensitive habitat area designated as suitable for the Gnatcatcher. Therefore, in order to mitigate this Project impact and pursuant to Section 7 of the Endangered Species Act of 1973 ("Act"), Caltrans consulted with the United States Fish and Wildlife Services ("USFWS") in June of 2015 prior to the adoption of the MND/EA/FONSI document to define the mitigation requirements. On October 8, 2015, the USFWS provided the mitigation requirements for this impact, which called for, as well as other mitigation items, the restoration of 1.5 acres of coastal sage scrub habitat within a designated Gnatcatcher critical habitat at Puente Hills, through the Puente Hills Habitat Preservation Authority ("Authority"), or another location approved by USFWS. The obligation to complete the restoration mitigation work was placed on the Project proponents, which is the City

and Caltrans. City has the responsibility to fund and secure the necessary off-site mitigation work for the Project, whereas Caltrans is the responsible party to address all on-site Project mitigation measures as identified in the USFWS Section 7 consultation and Adopted MND/EA/FONSI documents.

In June of 2018, the Project Plans, Specifications, and Estimates (“PS&E”) documents were considered substantially complete and ready for final approvals. During this time, Caltrans and the City design team identified additional impacts from the proposed improvements to the sensitive habitat areas along the southbound off-ramp area, which would require further mitigation measures. Therefore, pursuant to Caltrans and CEQA/NEPA requirements, an environmental revalidation document was prepared. Additionally, as part of the revalidation process, Caltrans consulted with the USFWS pursuant to the Act to amend the June 2015 Section 7 consultation document. The CEQA/NEPA revalidation document was approved on July 28, 2018, which included the amended informal Section 7 consultation document from the USFWS, dated July 2, 2018. The amended Section 7 consultation document revised the permanent and temporary disturbance numbers from the 2015 document to 0.51 and 1.03 acres respectively, with the mitigation requirements to restore and conserve 2.1 acres of coastal sage scrub habitat within an approved designated Gnatcatcher critical habitat area.

On July 28, 2018, the Public Works Department initiated the development of a habitat restoration and conservation plan for the 2.1 acres with the Authority with an initial deposit of \$5,000. Based on the In-Lieu Mitigation Guidelines from the Authority, the City and Authority would enter into a Mitigation Agreement to complete a Habitat Restoration Plan (“HRP”) and a Long Term Management Plan (“LTMP”) in accordance with the USFWS requirements. Additionally, the Authority would record a conservation easement for the 2.1 acres within the Puente Hills property in favor of the Watershed Conservation Authority (“WCA”), a joint exercise of powers entity as established pursuant to Cal Gov.Code § 6500 et seq, who would be responsible to monitor the easement area with USFWS as a third party beneficiary.

Furthermore, as part of the USFWS Section 7 consultation requirements, the City would be required to establish a non-wasting endowment fund to assure sufficient funds for perpetual management, maintenance, and monitoring of the 2.1 acre restoration. Based on this requirement, City staff reached out to the Authority to obtain the appropriate costs for the endowment amount associated with the LTMP and associated non-profit charitable foundation to hold the funds for investment and distribution to the Authority for the work. The Authority recommended using The San Diego Foundation (“TSDF”), a CA charitable corporation, as the endowment fund holder based on their prior working relationship. TSDF was also recommended as the endowment holder for the conservation easement, which will be used to fund the monitoring of the easement area by WCA.

On November 5, 2018, Caltrans advertised the Project for bids and on February 14, 2019, the bids were opened. Soon thereafter, the Authority provided the Draft Mitigation Agreement to the City staff for review. Additionally, TSDF provided the Draft Brea 57-Lambert Long-Term Mitigation Endowment Fund Agreement and Draft Brea 57-Lambert Easement Endowment Fund Agreement, which were also incorporated into the Authority’s Mitigation Agreement as Exhibit’s D and F. Collectively, the three Agreements were submitted to the City Attorney’s office for review and comment, which were addressed by the Authority and TSDF in the final Agreements. Therefore, the final Agreements are being presented to the City Council with a recommendation to proceed with the approval of said Agreements (see Attachments A, B, and C).

## COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 28, 2019 meeting and recommended to proceed.

## FISCAL IMPACT/SUMMARY

In June of 2018, the Orange County Transportation Authority ("OCTA") approved the City's request for Measure M2 CTFP Grant Funding for Project construction in the amount of \$12,398,178 (Grant 18-BREA-FST-3895). At the time of the October 2017 application, the Project was split into four phases due to the uncertainties of the overall Project funding. Therefore, the original application and funding was programmed for Phase 1 of the four phased Project. However, based on the successful efforts by Caltrans, OCTA, and City, the full Project funding was approved in May of 2018, by the California Transportation Commission. In March 2019, as part of the OCTA grant program Semi-Annual Review ("SAR") process, the City requested to re-scope the Grant Funding to be included in the overall Project scope. OCTA Staff accepted this March SAR request, which includes the Mitigation funds in the amount of \$2,500,000. This scope change is anticipated to be approved by the OCTA Board at its June 3, 2019 meeting. Therefore, there is no impact to the General Fund.

The following table provides the costs and funding associated with the Mitigation Agreement, Brea 57 Lambert Long-Term Mitigation Endowment Fund Agreement, and Brea 57 Lambert Easement Endowment Fund Agreement:

<b>Expenditure Item</b>	<b>Expense Amount</b>	<b>Funding (OCTA M2 Grant) Amount</b>
Authority Mitigation Agreement	\$743,358	\$743,358
TSDf Brea 57-Lambert Long-Term Mitigation Endowment Fund Agreement	\$472,000	\$472,000
TSDf Brea 57-Lambert Easement Endowment Fund Agreement	\$41,500	\$41,500
<b>TOTALS</b>	<b>\$1,256,858</b>	<b>\$1,256,858</b>
TOTAL M2 FUNDING (Grant 3895)		\$2,500,000
<b>REMAINING M2 GRANT FUNDING</b>		<b>\$1,243,142</b>

Based on the grant funding and mitigation expenses as shown in the table above, there will be \$1,243,142 remaining in the M2 Grant funds that could be re-allocated to fund other eligible costs for construction. Additionally, City staff has requested to re-allocate the M2 portion of the utility relocation funds from the Right-of-Way Grant (Grant 16-BREA-FST-3802) to this Grant, which will also be presented to the OCTA Board in June.

The City is the responsible party to address the off-site mitigation measures with respect to restoring the 2.1 acres of sage brush critical habitat for the Gnatcatcher pursuant to the USFWS

Section 7 consultation requirements. The Authority and TSDf have been accepted by the USFWS as the appropriate entities to complete the required restoration work and endowment funding. In order to proceed with the required mitigation work, the City is required to enter into the Authority's Mitigation Agreement and the two TSDf Endowment Fund Agreements. The Agreements have been reviewed by City staff and the City Attorney's office. Therefore, at this time, Staff is recommending approval by the City Council to proceed with the Mitigation Agreement, Brea 57 Lambert Long-Term Mitigation Endowment Fund Agreement, and Brea 57 Lambert Easement Endowment Fund Agreement.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

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

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

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**Attachments**

Attachment A Mitigation Agreement

Attachment B Brea 57 Lambert Long-Term Mitigation Endowment Fund Agreement

Attachment C Brea 57 Lambert Easement Endowment Fund Agreement

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**MITIGATION AGREEMENT  
BY AND BETWEEN  
PUENTE HILLS HABITAT  
PRESERVATION AUTHORITY  
AND  
CITY OF BREA**

This Mitigation Agreement (“Agreement”) is executed by and between the Puente Hills Habitat Preservation Authority, a California joint powers agency established pursuant to California Government Code Section 6500 *et seq.* (“Habitat Authority”), and the City of Brea, a California Municipal Corporation (“BREA”). Habitat Authority and BREA are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.” The Effective Date of this Agreement is as of the date last signed below.

RECITALS

A. BREA, a California Municipal Corporation, has proposed and is working with the California Department of Transportation (“Caltrans”), on the State Route 57/Lambert Road Interchange Improvement Project (CIP 7251) (“Project”). The Project has been analyzed in accordance with both the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”) through the preparation of a joint Initial Study with Mitigated Negative Declaration and Environmental Assessment with Findings of No Significant Impact (IS/MND/EA/FONSI) in 2015 (State Clearing House [SCH] No. 2015031005) and approved by the State of California Department of Transportation on November 12, 2015.

B. The Project will require the removal of 0.51 acre(s) of protected coastal sage scrub (“CSS”) habitat, a native plant species that provides habitat for sensitive animal species. This includes the coastal California gnatcatcher (“gnatcatcher”), a federally designated threatened bird species.

C. The Project description of the Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001) for the State Route 57/Lambert Road Interchange Improvement Project, Orange County, California with the U.S. Fish and Wildlife Service (“USFWS”) stated that 2.1 acres of coastal sage scrub would be restored and conserved to offset the impacts of the Project (hereinafter referred to as CSS Mitigation Site) (**Exhibit A**).

D. In support of the Section 7 Consultation BREA is contracting with the Habitat Authority, which will prepare the Habitat Restoration Plan (“HRP”) for the CSS Mitigation Site as described in Conservation Measure 2 of the Section 7 Consultation. The HRP will be reviewed and approved by the USFWS and will establish specific guidelines for a restoration contractor to follow during the installation, maintenance, and monitoring of the CSS Mitigation Site. In addition, as described in Conservation Measure 3 of the Section 7 Consultation, the Habitat Authority prepared the Long-Term Management Program (“LTMP”) for the CSS Mitigation Site (attached hereto as **Exhibit B**) that establishes and describes specific guidelines for the Habitat Authority to follow

during the long-term management period, in perpetuity. The HRP and LTMP are subject to approval by the USFWS.

E. To accomplish the commitments made in the Section 7 Consultation, BREA intends to contract with the Habitat Authority to perform the required habitat mitigation. Established in 1994, the Habitat Authority is a joint powers agency that is dedicated to the acquisition, restoration, and management of open space in the Puente Hills for preservation of the land in perpetuity, with the primary purpose to protect biological diversity. The Habitat Authority's jurisdiction extends within eastern Los Angeles County approximately from the intersection of the 605 and 60 Freeways in the west to the Harbor Boulevard in the east.

F. Subject to the terms and conditions set forth herein, the Habitat Authority is willing and able to provide and perform the habitat restoration, conservation, and perpetual monitoring and management services desired by BREA.

### AGREEMENT

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

1. Recitals. The Parties agree that the foregoing Recitals constitute the intent of the Parties, that they are accepted as true, and that they are incorporated by reference herein.

2. Mitigation Work. The work to be performed by the Habitat Authority ("Mitigation Work"), will be performed on land designated as a conservation/habitat area (attached hereto as **Exhibit C**) that is owned by the Habitat Authority. Mitigation Work is defined as the installation, restoration, maintenance and monitoring that the Habitat Authority and its contractors will perform for the CSS Mitigation Site until the CSS Mitigation Site meets all performance requirements included in the HRP and the USFWS has signed off on the CSS Mitigation Site as being successful. The draft HRP will be prepared by the Habitat Authority within three months of the effective date of this Agreement. The Parties anticipate that Mitigation Work will be completed within a maximum of ten years from execution of this Agreement as follows:

a. CSS Mitigation Site: The Habitat Authority shall restore 2.1 acre(s) of CSS at the CSS Mitigation Site, as compensatory mitigation for the removal of occupied CSS habitat at the Project. All Mitigation Work performed by the Habitat Authority will be in conformance with the Section 7 Consultation for the project included as **Exhibit A** and the HRP to be approved by the USFWS. After the CSS Mitigation Site has achieved all of its Mitigation Work performance requirements and the USFWS has signed off on its success, the Habitat Authority will continue to maintain and monitor the CSS Mitigation Site in perpetuity in conformance with the Section 7 Consultation and the USFWS-approved LTMP, included as **Exhibit B** to this Agreement and as otherwise provided for in this Agreement.



b. **Mitigation Work Reporting:** During the performance of Mitigation Work, the Habitat Authority shall provide annual monitoring reports as described in Conservation Measure 2(i) of the Section 7 Consultation.

c. **Completion of Mitigation Work:** Habitat Authority shall advise BREA and USFWS upon completion of Mitigation Work requirements and obtain formal sign-off and agreement from USFWS that all requirements have been met before Long-Term Mitigation and Site Monitoring and Management obligations are triggered. Until completion and final sign-off of Mitigation Work, and notwithstanding other reporting requirements that may be required under this Agreement, Habitat Authority shall submit all reports that are required in the HRP.

3. Long-Term Mitigation Site Monitoring and Management

Following the completion of the Mitigation Work, Conservation Measure 3 of the Section 7 consultation states that a USFWS-approved LTMP will be implemented. The LTMP is a perpetual habitat monitoring and maintenance program at the CSS Mitigation Site for the acreage and resources restored pursuant to this Agreement.

In exchange for payment provided pursuant to the Restoration Mitigation Endowment Fund (attached hereto as **Exhibit D**), the Habitat Authority, in consultation with the USFWS, agrees to be solely responsible for the in-perpetuity maintenance, monitoring, and management of the CSS Mitigation Site in accordance with the terms and conditions of the LTMP, included as **Exhibit B** to this Agreement.

4. Payment to Habitat Authority.

a. Mitigation Work:

As compensation for the Mitigation Work, subject to the force majeure provisions in Section 24 below, BREA shall make a one-time payment to Habitat Authority in the sum of seven hundred forty-three thousand three hundred fifty-eight dollars (\$743,358) (“BREA Payment”) within fifteen (15) calendar days of the Effective Date. The BREA Payment is BREA’s one-time total payment to the Habitat Authority for all Mitigation Work subject to the force majeure provisions below stated. The Habitat Authority’s budget and breakdown of costs for the Mitigation Work is included as **Exhibit E**.

b. Long-Term Monitoring and Management:

i. Creation of Endowment: Within fifteen (15) calendar days of the Effective Date, BREA shall cause to be created an non-wasting endowment with The San Diego Foundation (“Foundation”), a California charitable corporation (the “Endowment Holder”) for payment to the Habitat Authority for expenses related to Habitat Authority’s long-term maintenance, monitoring, and management responsibilities for the CSS Mitigation Site (“Endowment Fund”).

In order to implement the LTMP, BREA will make a one-time deposit, the sum of four hundred seventy-two thousand dollars (\$472,000) with the Foundation to establish the

Endowment Fund, in exchange for the Habitat Authority's commitment to maintain, monitor and manage CSS Mitigation Site in-perpetuity. The Endowment Fund shall be called the Brea 57 Lambert Restoration Mitigation Endowment Fund and shall be governed by the Endowment Fund Agreement attached as **Exhibit D** to this Agreement. The Habitat Authority's budget and breakdown of costs for the implementation of the LTMP is included as **Attachment A** to **Exhibit B**.

In support of the Endowment Fund, the Endowment Holder is responsible for investing, managing and distributing funds to the Habitat Authority as a non-wasting corpus.

ii. Investment Return Fluctuations: It is the intent of the Parties that the Endowment Fund provide a stable and consistent investment return resulting in a non-wasting corpus and providing the Habitat Authority an annual payment of approximately \$20,776 to enable it to perform its obligations under this Agreement and its Exhibits.

In the event Endowment Fund does not generate sufficient revenue, the Habitat Authority will exercise reasonable discretion in prioritizing and timing performance of one or more of the tasks identified in the Long-Term Management Program. Habitat Authority shall be solely responsible for correcting any issues stemming from Habitat Authority's exercise of such discretion.

5. Restoration Contractor.

a. Third-Party Restoration Contract(s). The Parties acknowledge that Habitat Authority intends to retain the services of a qualified third-party contractor to perform the work required under this Agreement, however Habitat Authority agrees that it is ultimately responsible for meeting the requirements set forth in this Agreement and its applicable Exhibits.

b. Preparation of Restoration Contract. Upon selection of a qualified restoration contractor ("Contractor"), Habitat Authority shall negotiate and enter into a contract with such Contractor for performance of the work required under this Agreement (the "Restoration Contract"). Habitat Authority shall insure that the Restoration Contract includes adequate performance assurances and schedule requirements to meet the requirements of this Agreement and the HRP.

c. Performance of Restoration Obligations. Habitat Authority shall be responsible for ensuring that the Contractor performs the work required as by this Agreement and the HRP.

6. Conservation Easement.

a. Obligation to Provide Conservation Easement; Form and Content. In exchange for the consideration provided under this Agreement and in addition to Habitat Authority's other obligations under this Agreement, Habitat Authority shall cause to be recorded within two years of the Effective Date a conservation easement ("Conservation Easement") that is approved by USFWS and that will encumber the CSS

Mitigation Site (which is the “Conservation Easement Site”) as described in Conservation Measure 4 of the Section 7 Consultation, included as **Exhibit A**. The Conservation Easement shall provide for the permanent protection of the resource values located on the Conservation Easement Site through the prohibition and prevention of any use or activity on the Conservation Easement Site that could impair or interfere with the identified resource values. Prior to the execution of the Conservation Easement Deed, Habitat Authority agrees to cause the legal description to be drafted and find a public agency authorized to accept the Conservation Easement pursuant to California Civil Code Section 815 *et seq.*

b. Restoration Conservation Easement Endowment Fund. Within fifteen (15) calendar days of the Effective Date of this Agreement, as described in the Section 7 Consultation, BREA shall cause to be created an endowment called the Brea 57 Lambert Restoration Conservation Easement Endowment Fund (attached hereto as **Exhibit F**) with The San Diego Foundation, a California charitable corporation (the “Endowment Holder”). A one-time payment in the sum of forty-one thousand five hundred dollars (\$41,500) will be made to the Endowment Holder to be invested and managed as a non-wasting corpus and distributed annually to the Easement Holder, with an estimated annual distribution of approximately \$1,000, for the purpose of monitoring and inspecting the Conservation Easement Site in perpetuity to ensure that the Habitat Authority is complying with the terms and conditions of the Conservation Easement, as described in the Section 7 Consultation. The Easement Holder’s budget and breakdown of costs is included as **Exhibit G**.

7. Liability and Indemnification.

a. Habitat Authority Obligations. Habitat Authority shall be solely and individually responsible for all activities and liabilities relative to the CSS Mitigation Site and all activities performed thereon and related thereto.

b. Habitat Authority agrees to indemnify, defend with counsel approved in writing by BREA, and hold BREA its elected and appointed officials, officers, employees, and agents (“BREA Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Habitat Authority, its contractors, agents and invitees, pursuant to this Agreement. If judgment is entered against Habitat Authority and BREA by a court of competent jurisdiction because of the concurrent negligence of BREA Indemnitees, the Parties agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

8. Failure to Perform.

a. In the event Habitat Authority substantially fails to perform its Initial Mitigation Work obligations under this Agreement, as determined by USFWS, and without limiting any other legal options BREA may have, BREA may terminate this Agreement and seek an immediate return of all unused expenditures.

b. Prior to terminating this Agreement for Failure to Perform, or seeking other legal recourse, BREa shall provide Habitat Authority with written notice describing Habitat Authority’s failure to perform and provide Habitat Authority the ability to cure any failed performance. Habitat Authority shall respond to BREa within 30 days, and provide a detailed action plan for resolving the performance failures identified by USFWS. Any proposed action plan must be acceptable to USFWS. The Parties agree to use best efforts to resolve disputes prior to termination.

9. Cooperation. In addition to the express covenants of cooperation set forth herein, the Parties generally agree to cooperate in good faith to implement this Agreement, provided that each Party retains all of its respective rights and obligations.

10. Independent Contractor. Nothing in this Agreement will be deemed to create an agency, joint venture, or partnership relationship between the Parties, or create any relationship between BREa and any contractor, subcontractor, or consultant retained by Habitat Authority.

11. Agreement Binding on Successors and Assigns. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors in interest of the Parties to this Agreement.

12. Notice. Any notice relating to this Agreement will be in writing and will be personally delivered to the Party; deposited in the U.S. mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice will be addressed as follows:

<p>HABITAT AUTHORITY CONTACT:</p>	<p>Andrea Gullo, Executive Director          Puente Hills Habitat Preservation Authority          7702 Washington Avenue, Suite C          Whittier, CA 90602          Telephone: (562) 945-9003  <a href="mailto:agullo@habitatauthority.org">agullo@habitatauthority.org</a></p>
<p>BREA CONTACT:</p>	<p>Bill Gallardo, City Manager          City of Brea          1 Civic Center Circle, 3<sup>rd</sup> Floor          Brea, CA 92821          714-990-7710</p>

Either Party may change the contact or address stated in this Section by notice to the other Party in the manner provided in this Section. Notice will be deemed to be delivered

upon the earlier of: (1) the date received or (2) three business days after deposit in the mail as provided above.

13. No Third-Party Rights. This Agreement is entered into for the sole benefit and protection of Habitat Authority and BREA. Nothing in this Agreement will be deemed or otherwise construed as granting any rights, benefits, or interests to any other individual, BREA, or body.

14. Governing Law. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

15. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties regarding the subject matter addressed in this Agreement. This Agreement may only be modified by a writing executed by both Parties.

16. Severability. If any provision of this Agreement or the application of the provision to any persons or circumstances is held invalid or unenforceable to any extent, the Parties intend that the remainder of this Agreement or the application of the provision to persons or circumstances will be valid and enforceable.

17. No Waiver. The failure of any Party to enforce against the other a provision of this Agreement will not constitute a waiver of that Party's right to enforce such a provision at a later time.

18. Captions. The captions of the various Sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.

20. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or any action for damages by reason of any alleged breach of any of the provisions hereof, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

21. Time. Time is of the essence with respect to this Agreement and the rights, obligations, conditions, and entitlements set forth herein.

22. Construction. This Agreement has been drafted after extensive negotiation and revision. Both Habitat Authority and BREA are sophisticated parties

who were represented by counsel throughout the negotiations. Habitat Authority and BREa each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement will be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation will be used to construe the whole or any part of this Agreement in favor of or against either Party.

23. Authority to Execute. The persons executing this Agreement (“Signatories”) warrant and represent that they have the authority to execute this Agreement on behalf of their respective Party. The Signatories further warrant and represent that they have the authority to bind their respective Party to the performance of its obligations under this Agreement

24. Force Majeure. Any act of God, war, civil disorder, employment strike or other cause beyond Habitat Authority’s reasonable control, that causes delay, damage to, or destruction of Habitat Authority’s responsibilities under this Agreement, provided Habitat Authority gives written notice of the cause of the delay, damage or destruction to BREa within 72 hours of the start of the delay, damage or destruction and Habitat Authority avails itself of any available remedies.

a. Mitigation Work. Habitat Authority shall not be responsible for costs associated with repair or replacement of damaged or destroyed installation, restoration, maintenance and monitoring costs if caused by a Force Majeure event. Nor will a Force Majeure event result in a finding by BREa that the Habitat Authority has failed to perform. The Parties agree to negotiate in good faith in establishing any costs associated with repair or replacement of damaged or destroyed installation, restoration, maintenance and monitoring costs to meet the Parties original intent under this Agreement.

b. Long-Term Mitigation Site Monitoring and Management. Upon the establishment of the Endowment Fund and the completion of Mitigation Work, Habitat Authority is responsible for all long-term mitigation obligations for CSS Mitigation Site.

#### **LIST OF EXHIBITS**

**Exhibit A**, USFWS Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001)

**Exhibit B**, Long-Term Management Program for CSS Mitigation Site (“LTMP”)

**Exhibit C**, Land designated as a conservation/habitat area that will accommodate the work to be performed by the Habitat Authority.

**Exhibit D**, Restoration Mitigation Endowment Fund

**Exhibit E**, Habitat Authority’s budget and breakdown of costs for the Mitigation Work

**Exhibit F**, Restoration Conservation Easement Endowment Fund

**Exhibit G** The Easement Holder’s budget and breakdown of costs is included

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the dates identified below.

On Behalf of the City of Brea

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

On Behalf of the **HABITAT AUTHORITY**

PUENTE HILLS HABITAT PRESERVATION AUTHORITY,  
a California joint powers agency

By: \_\_\_\_\_  
Andrea Gullo, Executive Director

Date: \_\_\_\_\_

Approved as to Form  
Habitat Authority Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**USFWS SECTION 7 CONSULTATION**  
**(FWS-OR-12B0186-15I0553 AND FWS-OR-12B0186-15I0553-ROO1)**



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer To:  
FWS-OR-12B0186-15I0553

OCT 08 2015

Mr. Charles Baker  
Branch Chief  
Environmental Planning  
Department of Transportation  
3347 Michelson Drive, Suite 100  
Irvine, California 92612-8894

Attention: Ms. Kedest Ketsela, Associate Environmental Planner

Subject: Informal Section 7 Consultation for the SR-57 Lambert Road Interchange Improvement Project, Orange County, California

Dear Mr. Baker:

This is in response to your correspondence, dated June 8, 2015, requesting our concurrence with your determination that the subject project is not likely to adversely affect the federally threatened coastal California gnatcatcher (*Polioptila californica californica*, gnatcatcher) and its designated critical habitat, in accordance with section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C. 1531 *et seq.*). The California Department of Transportation (Caltrans) has assumed the Federal Highway Administration's (FHWA) responsibilities under the Act for this consultation in accordance with Section 1313, Surface Transportation Project Delivery Program, of the Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012, as described in the National Environmental Policy Act (NEPA) assignment Memorandum of Understanding between FHWA and Caltrans (effective October 1, 2012) and codified in 23 U.S.C. 327.

Caltrans, together with the City of Brea, proposes to improve the State Route 57 (SR-57) Lambert Road Interchange in the City of Brea, Orange County, California. Caltrans and the City of Brea are hereafter referred to as the project proponents. The project is proposed to relieve traffic congestion and improve safety and traffic flow at the interchange. This consultation addresses the proposed project preferred alternative 7A, which will improve the southbound and northbound SR-57 on and off ramps, provide an additional (fourth) approach lane, widen the south side of Lambert Road, lower the road profile, and maintain the existing ramp metering system (Caltrans 2015).

The gnatcatcher is known to occur in the vicinity of the project. We have about 30 records for the gnatcatcher, dating from 1999 to 2013, within half a mile of the project site [Carlsbad Fish and Wildlife Office (CFWO) GIS data 2015]. Focused surveys for gnatcatchers were not conducted for the project due to personnel safety concerns because the habitat affected by the project is located on steep cut slopes adjacent to the SR-57 freeway. Due to numerous nearby records and the presence of

suitable habitat, Caltrans has concluded that the habitat within the project area is likely occupied by the gnatcatcher (Caltrans 2015). We agree with this conclusion.

The project will result in 0.15 acre and 1.4 acres of permanent and temporary impacts, respectively, to sage scrub/grassland ecotone that is suitable for gnatcatcher foraging. Of this area, 0.01 acre and 0.51 acre of permanent and temporary impacts, respectively, are located within Unit 9 of designated critical habitat for the gnatcatcher (Caltrans 2015). The function of Unit 9 is to support core populations of gnatcatchers at the Montebello Hills, the south slopes of the Puente-Chino Hills from Whittier east to Yorba Linda, and the East and West Coyote Hills, and to provide connectivity between populations within the Orange County Central-Coastal NCCP (Unit 6), the Western Riverside County MSHCP (Unit 10) and the Bonelli Regional Park population within East Los Angeles (Unit 12).

The following measures have been incorporated into the project design to avoid and minimize potential effects to the gnatcatcher and its designated critical habitat:

1. Permanent impacts to 0.15 acre of habitat suitable for the gnatcatcher will be offset through the restoration and permanent conservation of 1.5 acres of coastal sage scrub habitat within designated gnatcatcher critical habitat at Puente Hills, through the Puente Hills Habitat Preservation Authority (Authority), or at another location approved by the CFWO. Documentation that the habitat has been conserved will be provided to the CFWO prior to the commencement of vegetation removal and project construction.
2. The project proponents will submit final upland habitat restoration plans to the CFWO for review and approval at least 30 days prior to initiating project impacts. The final plan will include the following information and conditions:
  - a. All habitat restoration/enhancement sites will be prepared for planting in a way that mimics natural habitat to the maximum extent practicable. All plantings will be installed in a way that mimics natural plant distribution and not in rows;
  - b. Planting palettes (plant species, size, and number/acre) and seed mix (plant species and pounds/acre). The plant palettes proposed in the draft plan will include native species specifically associated with the habitat type(s). Unless otherwise approved by the CFWO, only locally native species (no cultivars) obtained from the Chino/Puente Hills or other source within 15 miles of the Chino/Puente Hills will be used, unless otherwise approved by the CFWO. Native grass seed, which is wind pollinated, may be collected from anywhere in Southern California. The specific source location of all plant material and seed will be provided to the CFWO prior to use in restoration activities;
  - c. Container plant survival will be 60 percent of the initial plantings for the first 5 years. At the first and second anniversary of plant installation, all dead plants will be replaced unless their function has been replaced by plants from seed or natural recruitment;

- d. A final implementation schedule will indicate when all impacts, as well as restoration planting and irrigation will begin and end. Offsite restoration planting and irrigation will be completed during the concurrent or next planting season (i.e., late fall to early spring) after initiating project impacts;
  - e. The final restoration plan will include 5 years of success criteria for restoration areas including: percent cover, evidence of natural recruitment of multiple species for all habitat types, 0 percent coverage will be maintained for woody California Invasive Plant Council's (Cal-IPC's) "Invasive Plant Inventory" species, and no more than 15 percent coverage for other exotic/weed species;
  - f. A minimum 5 years of maintenance and monitoring of restoration areas, unless success criteria are met earlier and all artificial water supplies have been off for at least 2 years;
  - g. A qualitative and quantitative vegetation monitoring plan with a map of proposed sampling locations. Photo points will be used for qualitative monitoring and stratified-random sampling will be used for all quantitative monitoring;
  - h. Contingency measures in the event of creation/restoration/enhancement failure;
  - i. Annual mitigation maintenance and monitoring reports will be submitted to the CFWO no later than December 1 of each year; and
  - j. If maintenance of a coastal sage scrub restoration area is necessary between February 15 and August 31, a biologist with knowledge of the biology and ecology of gnatcatchers and approved by the CFWO will survey for gnatcatchers within the restoration area, access paths to it, and other areas susceptible to disturbances by site maintenance. Surveys will consist of three visits separated by 2 weeks, starting March 1 of each maintenance/monitoring year. Work will be allowed to continue on the site during the survey period. However, if gnatcatchers are found during any of the visits, Caltrans will notify and coordinate with the CFWO to identify measures to avoid and/or minimize effects to the gnatcatcher (e.g., nests and an appropriate buffer will be flagged by the biologist and avoided by the maintenance work).
3. The project proponents will prepare and implement perpetual management, maintenance, and monitoring plans for the 1.5 acre conservation area, with consideration of the fact that the Authority property is already managed pursuant to the Authority's conservation mission. The project proponents will also establish a non-wasting endowment for an amount approved by the CFWO based on Property Analysis Records (PAR)<sup>1</sup> or similar cost estimation methods, to ensure that there is sufficient funding for perpetual management, maintenance and monitoring of the property. The project proponents will submit draft long-term management plans for the property to the CFWO for review and approval. The long-term management plans will include, but not be limited to, the following: 1) the PAR or other cost

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<sup>1</sup> Center for Natural Lands Management ©1998

estimation results for the non-wasting endowment; 2) the proposed land manager's name, qualifications, business address, and contact information; and 3) the method of protecting the resources in perpetuity (e.g., conservation easement), monitoring schedule, measures to prevent human and exotic species encroachment, funding mechanism, and contingency measures should problems occur. The long-term management plan will be provided and the endowment will be established prior to initiation of vegetation removal and construction activities for the project.

4. A perpetual biological conservation easement or other conservation mechanism acceptable to the CFWO will be recorded over the 1.5-acre conservation area. The conservation mechanisms will specify that no easements or activities (e.g., fuel modification zones, public trails, drainage facilities, walls, maintenance access roads, utility easements) that will result in soil disturbance and/or native vegetation removal will be allowed within the biological conservation easement areas. The draft conservation mechanism will be provided to the CFWO for review and approval prior to initiation of vegetation removal and construction activities for the project. The project proponents will also submit the final conservation mechanism to the CFWO.
5. All areas of temporary impact, totaling 1.4 acres, will be revegetated and restored with native species. These areas will be returned to original grade, as feasible. Prior to initiating project impacts, a restoration plan will be developed for the temporary impact areas. The plan will be submitted to the CFWO for review and approval. This plan will include a detailed description of restoration methods, slope stabilization, and erosion control, criteria for restoration to be considered successful, and monitoring protocol(s). Following the completion of construction activities within each area of impact, the restoration plan will be implemented for a minimum of 5 years, unless success criteria are met earlier and all artificial water has been off for at least 2 years. Temporary impact areas will be planted as soon as possible following re-grading after completion of construction to prevent encroachment by nonnative plants.
6. A biologist (Project Biologist<sup>2</sup>) approved by the Carlsbad Fish and Wildlife Office (CFWO) will be on site during: 1) initial clearing and grubbing; and 2) weekly during project construction within 200 feet of gnatcatcher habitat to ensure compliance with all conservation measures. The Project Biologist will be familiar with the habitats, plants, and wildlife in the project area to ensure that issues relating to biological resources are appropriately and lawfully managed. Caltrans will submit the biologist's name, address, telephone number, and work schedule on the project to the CFWO prior to initiating project impacts. The biologist will be provided with a copy of this consultation.
7. Under the supervision of the Project Biologist, the limits of project impacts (including construction staging areas and access routes) will be clearly delineated with bright orange plastic fencing, stakes, flags, or markers that will be installed in a manner that does not impact habitats to be avoided and such that they are clearly visible to personnel on foot and operating heavy equipment. If work occurs beyond the fenced or demarcated limits of impact, all work

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<sup>2</sup> The designated project biologist for this measure should be experienced in gnatcatcher biology and ecology.



will cease until the problem has been remedied to the satisfaction of the CFWO. Temporary construction fencing and markers will be maintained in good repair until the completion of project construction and removed upon project completion.

8. The Project Biologist will submit a final report to the CFWO within 120 days of project completion including photographs of impact areas and adjacent habitat, documentation that authorized impacts were not exceeded, and documentation that general compliance with all conservation measures was achieved. The report will specify numbers, locations, and sex of gnatcatchers (if observed), observed gnatcatcher behavior (especially in relation to project activities), and remedial measures employed to avoid and minimize impacts to gnatcatchers and their critical habitat. Raw field notes should be available upon request by the CFWO.
9. An employee education program will be developed and implemented by the Project Biologist. Each employee (including temporary, contractors, and subcontractors) will receive a training/awareness program prior to working on the proposed project. They will be advised of the potential impact to the listed species and the potential penalties for taking such species. At a minimum, the program will include the following topics: occurrence of the listed and sensitive species in the area (including photographs), their general ecology, sensitivity of the species to human activities, legal protection afforded these species, penalties for violations of Federal and State laws, reporting requirements, and project features designed to reduce the impacts to these species and promote continued successful occupation of the project area.
10. The clearing and grubbing of native habitats for the project will be conducted between September 1 and February 14 to avoid the gnatcatcher breeding season (or sooner than September 1 if the Project Biologist demonstrates to the satisfaction of the CFWO that all nesting is complete). If vegetation clearing must be conducted during the breeding season, Caltrans will re-initiate consultation with the CFWO to address unanticipated effects to this species.
11. If invasive weed species are already growing within the project area, special care will be taken during transport, use, and disposal of soils containing invasive weed seeds to ensure that invasive weeds are not spread into new areas by the project. All heavy equipment will be washed and cleaned of debris prior to entering a new area to minimize the spread of invasive weeds. Eradication strategies will be implemented should an invasion of nonnative plant species be observed in the project work area by the Project Biologist.
12. No invasive species listed in the National Invasive Species Management Plan, State of California Noxious Weed List, or Cal-IPC Invasive Plant Inventory list will be included in the landscaping plans for the proposed project. Landscaping will not use plants that require intensive irrigation, fertilizers, or pesticides adjacent to preserve areas, and water runoff from landscaped areas will be directed away from adjacent native habitats and contained and/or treated within the development footprint. Caltrans will review the landscaping plans for the project and then submit them to the CFWO for review and approval.

13. If nighttime construction is necessary, all project lighting (e.g., staging areas, equipment storage sites, roadway) will be selectively placed and directed toward the construction site and away from gnatcatcher habitat. Construction lighting will be of the lowest illumination necessary for safety, and light glare shields will be used to reduce the extent of illumination into gnatcatcher habitat.
14. Permanent project lighting will be of the lowest illumination necessary for safety and will be directed toward the road and away from sensitive habitats. Light glare shields will be used to reduce the extent of illumination into sensitive habitats. Caltrans will review the permanent lighting plans for the project and then submit them to the CFWO for review and approval.
15. All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities will be restricted to designated disturbed/developed areas. They will be located such that runoff from the designated areas will not enter gnatcatcher habitat.
16. Appropriate erosion and siltation controls will be installed prior to the onset of vegetation clearing and be maintained in good repair until the completion of project construction. Erosion and sediment control devices used for the proposed project, including fiber rolls and bonded fiber matrix, will be made from biodegradable materials such as jute, with no plastic mesh, to avoid creating a wildlife entanglement hazard.
17. Impacts from fugitive dust will be avoided and minimized through watering and other appropriate measures.
18. To avoid attracting predators of the gnatcatcher the project site will be kept as clean of debris as possible. Food-related trash items will be kept in enclosed containers and regularly removed from the site.
19. If fill must be borrowed from, or disposed of offsite, the construction contractor will identify any necessary borrow and disposal sites and provide this information to Caltrans for review. Caltrans will review borrow and disposal site information and submit the information to the CFWO. If borrow or disposal activities may affect a listed species or critical habitat, Caltrans will reinitiate section 7 consultation.
20. Project personnel will be prohibited from bringing domestic pets to the construction site to ensure that domestic pets do not disturb or deplete wildlife in the adjacent native habitat.

Gnatcatcher territories in coastal areas average 5.7 acres, with a minimum size of 2.5 acres (Atwood *et al.* 1998). The small and predominantly temporary impacts (0.15 acre and 1.4 acres of permanent and temporary impacts, respectively) associated with the project will occur within a narrow, linear swath along the SR-57 cut slope. The sage scrub/grassland ecotone on the site is dominated by annual nonnative grassland with small, scattered patches of scrub that represent less than 20 percent cover of any given area. Taken overall, the sage scrub comprises about 5 percent of the habitat (Caltrans 2015). These patches likely represent a small portion of any gnatcatcher territories found adjacent to the site and, as such, impacts to these patches are not anticipated to result in an



appreciable impact to gnatcatchers within the area. Due to baseline conditions within the impact area that include sparse, degraded patches of scrub habitat, freeway noise, and lighting, habitat within the project impact area is not considered to be suitable for gnatcatcher nesting but may provide for gnatcatcher foraging or dispersal.

Because of the small size of the anticipated impacts and the fact that the impacts will be confined to small patches along the edges of potential gnatcatcher territories, we have determined that sufficient habitat will remain to support essential breeding, feeding, and sheltering behaviors, and that the project impacts will not significantly affect gnatcatcher survival or reproduction. For the purposes of section 7 consultation, an insignificant effect is one that is sufficiently small that a person would not be able to meaningfully measure, detect, or evaluate it.

To ensure that any effects of clearing activities on individual gnatcatchers are reduced to the level of insignificance, a Service-approved biologist will be present to ensure that gnatcatchers are not directly killed or injured during vegetation removal activities. All vegetation removal work will be conducted during the non-breeding season, which will ensure that there is no potential for clearing activities to affect gnatcatcher breeding. Gnatcatchers may be passively flushed out of the work area in the direction of coastal sage scrub adjacent to the project site as vegetation is cleared for the project work. In the context of this project, this low-level flushing activity during the non-breeding season is considered an avoidance and minimization measure that has an insignificant effect on individual gnatcatchers and does not rise to the level of take as defined by the Act.

Temporary indirect impacts may occur to gnatcatchers as a result of noise, introduction of invasive species, erosion, sedimentation, and human encroachment resulting from the project. Noise and vibration associated with the use of mechanized equipment during construction of the proposed project has the potential to disrupt gnatcatcher foraging and sheltering behaviors in adjacent habitat by masking intraspecific communication and startling birds (e.g., see Dooling and Popper 2007 for a discussion of observed effects of highway noise on birds). However, gnatcatchers at this location are adjacent to a freeway with heavy traffic, so they are already exposed to high noise and activity levels and are unlikely to be substantially disrupted by proposed construction activity. In addition, the topography of the site is such that noise from project construction is not anticipated to significantly affect gnatcatchers in the adjacent habitat.

Construction lighting has the potential to affect gnatcatchers. Light that alters natural light patterns in ecosystems can lead to increased predation, disorientation, and disruption of inter-specific interactions (Longcore and Rich 2004). SR-57 is an existing facility, so adjacent habitat is already exposed to increased lighting, high activity levels, and increased invasive species introductions. Nevertheless, measures (listed above), such as the incorporation of light glare shields, have been incorporated into the project to reduce potential lighting impacts to gnatcatchers to the level of insignificance. The project has also incorporated measures (listed above) to prevent the introduction and spread of invasive species, and to minimize construction erosion, sedimentation, and human encroachment into the adjacent habitat. With the proposed measures, any increase in habitat degradation associated with these factors is likely to be insignificant.

The primary constituent elements of designated gnatcatcher critical habitat consist of CSS and other vegetation communities necessary to support core gnatcatcher populations and provide connectivity within populations. The small amount (0.01 acre and 0.51 acre of permanent and temporary impacts, respectively) to disturbed CSS within Unit 9 of designated gnatcatcher critical habitat will not affect the function of the unit to support core populations of gnatcatchers and to provide connectivity between populations in adjacent critical habitat units. With the incorporation of the above measures, the proposed project impacts on the primary constituent elements in Unit 9 of gnatcatcher critical habitat are considered to be insignificant.

In addition, permanent (0.15 acre) construction impacts to habitat suitable for gnatcatchers, including 0.01 acre of designated gnatcatcher critical habitat, will be offset by the restoration and conservation of 1.5 acre of gnatcatcher critical habitat at Puente Hills through the Puente Hills Habitat Preservation Authority or at another location approved by the CFWO. Further, the project's temporary impact areas will be restored, which will contribute to the survival and recovery of the species.

Based on the information provided and the above measures that have been incorporated into the proposed project, we concur with your determination that the proposed project is not likely to adversely affect the gnatcatcher and its designated critical habitat. Therefore, the interagency consultation requirements of section 7 of the Act have been satisfied. Although our concurrence ends informal consultation, obligations under section 7 of the Act will be reconsidered if new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not previously considered or this action is subsequently modified in a manner that was not considered in this assessment.

Thank you for your coordination on this project. If you have any questions regarding this letter, please contact Sally Brown of this office at 760-431-9440, extension 278.

Sincerely,



for Karen A. Goebel  
Assistant Field Supervisor

### **LITERATURE CITED**

Atwood, J. L., S. H. Tsai, C. H. Reynolds, J. C. Luttrell, and M. R. Fugagli. 1998. Factors affecting estimates of California gnatcatcher territory size. *Western Birds* 29:269-279.

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Dooling, R. J. and A. N. Popper. 2007. The effects of highway noise on birds. Prepared by Environmental BioAcoustics LLC for the California Department of Transportation, Sacramento, California. 74 pp.

Longcore, T. and C. Rich. 2004. Ecological light pollution. *Front Ecological Environment* 2:191-198.



## United States Department Of The Interior

### U.S. FISH AND WILDLIFE SERVICE

Ecological Services  
Carlsbad Fish and Wildlife Office  
2177 Salk Avenue, Suite 250  
Carlsbad, California 92008



In Reply Refer To:  
FWS-OR-12B0186-15I0553-R001

July 2, 2018  
*Sent by Email*

Mr. Charles Baker  
Branch Chief  
Environmental Analysis  
Department of Transportation  
1750 4<sup>th</sup> Street, Suite 100  
Santa Ana, California 92705

Attention: Ms. Kedest Ketsela, Associate Environmental Planner

Subject: Reinitiation of Consultation to Amend the Informal Section 7 Consultation (FWS-OR-12B0186-15I0553) for the State Route 57 Lambert Road Interchange Improvement Project, Orange County, California

Dear Mr. Baker:

This is in response to your correspondence, dated June 7, 2018, requesting our concurrence with your determination that the subject project is not likely to adversely affect the federally threatened coastal California gnatcatcher (*Polioptila californica californica*, gnatcatcher) and its designated critical habitat, in accordance with section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C. 1531 *et seq.*). The Project is receiving Federal funding through the Federal Highway Administration (FHWA). The California Department of Transportation (Caltrans) has assumed FHWA's responsibilities under the Act for this consultation in accordance with 23 U.S.C. 327 and as described in the National Environmental Policy Act assignment Memorandum of Understanding between FHWA and Caltrans (effective October 1, 2012).

Caltrans, together with the City of Brea, proposes to improve the State Route 57 (SR-57) Lambert Road Interchange in the City of Brea, Orange County, California. Caltrans and the City of Brea are hereafter referred to as the project proponents. The project is proposed to relieve traffic congestion and improve safety and traffic flow at the interchange. This consultation addresses the proposed project preferred alternative 7A, which will improve the southbound and northbound SR-57 on and off ramps, provide an additional (fourth) approach lane, widen the south side of Lambert Road, lower the road profile, and maintain the existing ramp metering system (Caltrans 2015).

During final design, the project description was refined. The project limit post miles are now 20.3 to 21.6, the amount of right-of way acquisitions were reduced, soundwall materials and

locations were adjusted, a screenwall was added, the northbound lane was widened at the Lambert Road Undercrossing, and additional grading behind a retaining wall is now proposed. Table 1 summarizes the overall impacts to sage scrub grassland analyzed in our 2015 consultation (15I0553), and as currently proposed.

**Table 1. Project Impacts to Sage Scrub-Grassland**

Sage Scrub-Grassland	Temporary Affected Acreage (2015)	Temporary Affected Acreage (2018)	Permanent Affected Acreage (2015)	Permanent Affected Acreage (2018)
Within gnatcatcher critical habitat	0.51	0.27	0.01	0.24
Outside gnatcatcher critical habitat	0.89	0.76	0.14	0.27
<b>Total</b>	<b>1.40</b>	<b>1.03</b>	<b>0.15</b>	<b>0.51</b>

We understand that the project description is otherwise unchanged, with the exception of the following Conservation Measures (as numbered in the 2015 consultation). Underlined and ~~struck through~~ text indicates a change from the 2015 consultation.

1. Permanent impacts to 0.51 acre and temporary impacts to 1.03 acres of habitat suitable for the gnatcatcher will be offset through the restoration and permanent conservation of 2.1 acres of coastal sage scrub habitat within designated gnatcatcher critical habitat at Puente Hills, through the Puente Hills Habitat Preservation Authority (Authority), or at another location approved by the CFWO. Documentation that the habitat has been conserved will be provided to the CFWO prior to the commencement of vegetation removal and project construction.
3. The project proponents will prepare and implement perpetual management, maintenance, and monitoring plans for the 2.1 acre conservation area, with consideration of the fact that the Authority property is already managed pursuant to the Authority's conservation mission. The project proponents will also establish a non-wasting endowment for an amount approved by the CFWO based on Property Analysis Records (PAR)<sup>1</sup> or similar cost estimation methods, to ensure that there is sufficient funding for perpetual management, maintenance and monitoring of the property. The project proponents will submit draft long-term management plans for the property to the CFWO for review and approval. The long-term management plans will include, but not be limited to, the following: 1) the PAR or other cost estimation results for the non-wasting endowment; 2) the proposed land manager's name, qualifications, business address, and contact information; and 3) the method of protecting the resources in perpetuity (e.g., conservation easement), monitoring schedule, measures to prevent human and exotic species encroachment, funding mechanism, and contingency measures should problems occur. The long-term management plan will

<sup>1</sup> Center for Natural Lands Management ©1998



be provided and the endowment will be established prior to initiation of vegetation removal and construction activities for the project.

4. A perpetual biological conservation easement or other conservation mechanism acceptable to the CFWO will be recorded over the 2.1-acre conservation area. The conservation mechanisms will specify that no easements or activities (e.g., fuel modification zones, public trails, drainage facilities, walls, maintenance access roads, utility easements) that will result in soil disturbance and/or native vegetation removal will be allowed within the biological conservation easement areas. The draft conservation mechanism will be provided to the CFWO for review and approval prior to initiation of vegetation removal and construction activities for the project. The project proponents will also submit the final conservation mechanism to the CFWO.
5. All areas of temporary impact, totaling 1.03 acres, will be reseeded with native species. These areas will be returned to original grade, as feasible. ~~Prior to initiating project impacts, a restoration plan will be developed for the temporary impact areas. The plan will be submitted to the CFWO for review and approval. This plan will include a detailed description of restoration methods, slope stabilization, and erosion control, criteria for restoration to be considered successful, and monitoring protocol(s).~~ Following the completion of construction activities within each area of impact, reseeding and removal of nonnative vegetation will be implemented for a minimum of 2 years, ~~unless success criteria are met earlier and all artificial water has been off for at least 2 years.~~ Temporary impact areas will be planted as soon as possible following re-grading after completion of construction to prevent encroachment by nonnative plants.

Our 2015 informal consultation concluded that the project was not likely to adversely affect the gnatcatcher and its designated critical habitat. With the exception of the conservation measures amended above, all conservation measures should be implemented as originally written. The proposed modification will nominally increase the permanent impacts to occupied and designated critical habitat for the gnatcatcher. As described below, we have determined the proposed project modifications are not anticipated to result in effects beyond those already analyzed.

Because of the small size of the anticipated impacts and the fact that the impacts will be confined to small linear patches along the edges of potential gnatcatcher territories, we have determined that sufficient habitat will remain to support essential breeding, feeding, and sheltering behaviors, and that the project impacts will not significantly affect gnatcatcher survival or reproduction. For the purposes of section 7 consultation, an insignificant effect is one that is sufficiently small that a person would not be able to meaningfully measure, detect, or evaluate it.

The primary constituent elements of designated gnatcatcher critical habitat consist of CSS and other vegetation communities necessary to support core gnatcatcher populations and provide connectivity within populations. The small amount (0.51 acre and 1.03 acre of permanent and temporary impacts, respectively) to disturbed CSS within Unit 9 of designated gnatcatcher

critical habitat will not affect the function of the unit to support core populations of gnatcatchers and to provide connectivity between populations in adjacent critical habitat units. With the incorporation of the conservation measures, the proposed project impacts on the primary constituent elements in Unit 9 of gnatcatcher critical habitat are considered to be insignificant.

Therefore, the interagency consultation requirements of section 7 of the Act have been satisfied. Although our concurrence ends informal consultation, obligations under section 7 of the Act will be reconsidered if new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not previously considered or this action is subsequently modified in a manner that was not considered in this assessment.

Thank you for your coordination on this project. If you have any questions regarding this letter, please contact Colleen Draguesku of this office at 760-431-9440, extension 241.

Sincerely,

for Karen A. Goebel  
Assistant Field Supervisor

cc:

Simona Altman, California Department of Fish and Wildlife

Kyle Rice, California Department of Fish and Wildlife



**EXHIBIT B**  
**LONG-TERM MANAGEMENT PROGRAM FOR CSS MITIGATION SITE (“LTMP”)**

## **Long-term Management Program for Brea 57 Lambert Project Mitigation in Powder Canyon**

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### **Puente Hills Habitat Preservation Authority History:**

The Puente Hills Habitat Preservation Authority (Habitat Authority) was established in 1994 as a joint powers authority with a Board of Directors representing the City of Whittier, the County of Los Angeles, the Sanitation Districts of Los Angeles County, and the Hacienda Heights Improvement Association. The agency was formed as a condition of approval for the operation of the Puente Hills Landfill. The purpose of the Habitat Authority is to acquire, restore, and maintain open space in the Puente Hills as permanent protection for the native habitat with special consideration given to the community of Hacienda Heights. The Preserve currently

consists of 3,870 acres, supporting coastal sage scrub, chaparral, native and nonnative grassland, oak woodland, walnut woodland, and riparian woodland. The Habitat Authority currently owns 1,883 acres, and the remainder of the land is owned by its Board member agencies. The Habitat Authority has a comprehensive Resource Management Plan (RMP) to guide policy, land use, budget, and capital improvement decisions relating to the Preserve in a way that protects native ecosystems over the long-term.

**Mission: The Puente Hills Habitat Preservation Authority is dedicated to the acquisition, restoration, and management of open space in the Puente Hills for preservation of the land in perpetuity, with the primary purpose to protect the biological diversity. Additionally, the agency will endeavor to provide opportunities for outdoor education and low-impact recreation.**

**Brea 57 Lambert- Powder Canyon Mitigation Background:**

The U.S. Fish and Wildlife Service (USFWS) Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001) for the State Route 57 Lambert Road Interchange Improvement Project, Orange County, California identifies the Habitat Authority as an entity that will accommodate the off-site habitat restoration for permanent habitat impacts (0.51 acres). The habitat mitigation under management of this Long-term Management Program (LTMP) on Habitat Authority owned property consists of 2.1 acres (Figure 1) of coastal sage scrub that will be restored consistent with the Habitat Restoration Plan (HRP) which will be approved by the U.S. Fish and Wildlife Service (USFWS) for the Brea-57 Lambert Project (conducted by the City of Brea and Caltrans, however, the City of Brea (Brea) is considered the Project Proponent). This LTMP for the Brea-57 Lambert Project Mitigation in Powder Canyon is established for the purpose of ensuring perpetual habitat monitoring and maintenance for the acreage and restored resources. The Habitat Authority has agreed to manage the 2.1 acres according to the LTMP and Habitat Authority’s Resource Management Plan (RMP). USFWS shall provide oversight of the LTMP. The attached map (Figure 1) is conceptual and the final boundaries may adjust slightly due to the field verification process.

**Funding:**

In order to promote Habitat Authority’s successful implementation of the LTMP, Brea has agreed to establish a Long-term Management Fund (Fund) by depositing a non-wasting corpus in the amount of \$472,000 (Deposit) with The San Diego Foundation (TSDf). Through approval of this LTMP, USFWS approves the amount of the Deposit and TSDf as the endowment holder. USFWS acknowledges that should the Fund at any time not generate monies sufficient to implement all tasks set forth below, USFWS will work with the Habitat Authority to prioritize the tasks using the monies generated. USFWS agrees that it will not require Brea to make any additional payments. USFWS agrees that it will not require the Habitat Authority to undertake tasks that are not funded unless such tasks are necessary to prevent or repair habitat degradation that occurs as a result of negligence or unauthorized activities by the Habitat Authority.

**Goal and Timeline:**

Consistent with the policies in the Habitat Authority’s RMP, the goal of the LTMP is to protect the habitat for the benefit of the natural environment, including best efforts to prohibit disturbances that reduce its biological integrity. In compliance with the Section 7 consultation, a conservation easement will be granted to the Watershed Conservation Authority (a joint exercise of powers entity), the River and Mountains Conservancy (a conservancy within the California Resources Agency), or an appropriate agency approved by the USFWS to assure compliance with the goal. The approved LTMP will go into effect after the habitat has been restored (5 year restoration maintenance and monitoring period), USFWS confirms restoration success criteria have been achieved, endowments for implementation of the LTMP and enforcement of the conservation easement are fully funded, and the conservation easement is recorded in compliance with the Section 7 consultation and associated Habitat Restoration Plan to the satisfaction of the USFWS, at which time Brea is relieved of all responsibilities associated with mitigation on Habitat Authority owned/managed properties.

**Management per the RMP**

The RMP already identifies the 2.1 acres as falling under the Preservation Management Zone, allowing for passive, low-impact recreation (see section 5.1.1 of the RMP). As such the Habitat Authority will continue to manage for specific allowed uses adjacent to this 2.1-acre site such as hiking and equestrian use on allowed trails (i.e. Black Walnut Trail) using the endowment previously provided by the Puente Hills Landfill (Puente Hills Landfill Endowment). There will be no designated trails within the 2.1-acre mitigation site. Consistent with the RMP, the Habitat Authority will make continuous efforts to a) reduce habitat fragmentation made by

unauthorized trails, b) treat invasive plant species, c) minimize disturbances from the urban edge effect, d) avoid negative impacts from human use, e) minimize erosion, and f) reduce fuel hazards. The Habitat Authority Rangers regularly coordinate with the Fire Departments before and during each fire season for coordinated patrol efforts. Additionally, they provide them with updated Emergency Maps ([Figure 2](#)) which illustrate sensitive resources on the Preserve and list restricted activities. During a time of fire, at least one Ranger is located at Incident Command to consult with the Commander and provide direction regarding the threat of fire on Habitat Authority property. Fire personnel are directed to stay out of sensitive areas, especially those with conservation easements, as long as people's lives and property are not at risk.

The efforts to address these threats occur throughout the Preservation Management Zone, as funds are available. These threats and potential impacts are discussed in detail in section 5.2 of the RMP. Other activities conducted by the Habitat Authority that benefit the 2.1 acres, yet are funded by the Puente Hills Landfill Endowment, are managing access gates, providing interpretation (outdoor education) to promote stewardship by the public and volunteer management to assist with interpretation and trail maintenance. The Puente Hills Landfill Endowment funds are not guaranteed to be available for all of the activities described in the RMP on a consistent basis. The management actions required in this LTMP are very specific and prescribed on a time schedule that cannot be guaranteed to be implemented without funding from Brea. Therefore, Brea will provide funding to implement the LTMP as described in the "Funding" section above.

### **Management per this LTMP**

The management goals and objectives of the Habitat Authority are listed in section 5.3 of the RMP. Specific to the 2.1 acres falling under this LTMP, the Fund shall be used to perform the following tasks originally identified in the Long-term Expense Analysis ([Attachment A](#)). These management tasks are intended to address the following identified threats to habitat within the 2.1 acres such as: habitat loss and fragmentation made by unauthorized trails, spread of invasive plant species, disturbances from the urban edge effect, negative impacts from human use, and erosion.

The tasks to be performed by the Habitat Authority include, but are not limited to, the following:

### **Goal 1: Native Vegetation Communities and Wildlife**

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*Monitor flora and fauna of approximately 2.1 acres of the property in coastal sage scrub habitat.*

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\* Consistent with BIO-5.1 of the RMP –Monitor all native habitat types within the Preserve to assess their condition and to document any changes that are a result of specific management recommendations.

Goal 1 is to monitor the existing sensitive vegetation community and wildlife on the Preserve to detect changes in response to all of the identified threats while acknowledging that vegetation cover and conditions and wildlife populations will vary over time in response to short term climatic changes, natural disturbances, and unforeseen circumstances. The baseline conditions will be those presented during the last restoration monitoring report.

**Objective 1.1: Photomonitoring**

Frequency: Annually

Estimated No. Hours: 3

Photomonitoring will occur annually to identify changes in vegetation communities, including invasive encroachment. Photo stations will be selected from those established during the original restoration monitoring. These will be used to document site conditions, identify changes in vegetation communities, including invasive encroachment, and record the temporal progress of the restoration areas. Photomonitoring stations will be GPS'd (or like compatible mapped).

**Objective 1.2: Wildlife Surveys**

Frequency: Every 5 years

Estimated No. Hours: 8

General wildlife surveys, avian focused, will be conducted every 5 years, during the nesting bird season. General surveys will be conducted twice in the spring and twice in the fall by a qualified biologist by walking through the restoration sites and noting all wildlife visually and audibly observed, as well as by scat and tracks. No specific coastal California gnatcatcher protocol surveys are required, however the biologist must be able to identify the species and map observed individuals or pairs to be added to the Habitat Authority GIS (or like compatible) layer. A complete list of species known to occur on the sites based on the results of the general surveys, other field work, and incidental observations will be compiled. The list will identify each species by its common and scientific name and indicate its sensitivity or listing status. The results of each survey will be used as appropriate in planning and conducting management activities in the upcoming year.

**Goal 2: Habitat Maintenance**

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*Implement a monitoring and management program for invasive species designed to identify ecosystem threats and guide adaptive management of the sites.*

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\*Consistent with BIO-3.1 of the RMP – Protect and maintain coastal sage scrub breeding habitat for the federally-threatened coastal California gnatcatcher and other scrub species.

**Objective 2.1: Exotic Control**

Frequency: As needed

Estimated No. Hours: Based on need

The removal of target species will occur as needed so that minimal encroachment of invasive plants occurs. Locations for weed control measures will be prioritized based on the results of the annual photomonitoring and incidental observations. The Habitat Authority will initiate treatment during the appropriate season and may be a combination of physical and chemical treatments. Some locations will require multiple treatments in a given year or over consecutive years. Treated areas also will require follow-up maintenance and monitoring. All work will be conducted by a qualified contractor specializing in invasive plant control and/or habitat enhancement. Treatment in locations with sensitive plant or wildlife species will be overseen by a qualified biological monitor. If maintenance activities occur during the breeding season, prior to any maintenance activities, a biologist will conduct nesting bird surveys to ensure no active nests are present.

If a fire occurs within the Preserve and dozer lines or a fire impacts the easement area, affected areas will be assessed and repaired and reseeded as necessary to avoid soil erosion and invasive weed encroachment. This may be billed on the annual report under contingency and/or control of exotics.

**Goal 3: General Preserve Management**

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*Maintain the physical conditions of the property and conduct the LTMP activities in a way that is consistent with the conservation goals and mitigation purposes of the sites.*

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**Objective 3.1: Erosion**

Frequency: Biannually

Estimated No. Hours: 4

Erosion of the mitigation area will be evaluated during regular patrol or visits to the area by Habitat Authority staff. Erosion problems will be repaired as needed and reported in the annual report (see below).



**Objective 3.2: Ranger Patrol**

Frequency: Weekly

Estimated No. Hours: 2.5

Rangers will patrol the area by driving the existing roads for two and one-half (2.5) hours per week identifying and blocking off-trail use, erosion (see objective 3.1 above), illegal activities and other threats to the long-term conservation goals. Minor amounts of trash will be removed during routine patrol. Rangers coordinate patrol efforts and activities with the local Fire Departments that service this property (City of La Habra Heights and the County of Los Angeles) on a seasonal basis and provide guidance when there is a threat of fire or during the course of a fire. Additionally Rangers close the Preserve when there is an extreme fire threat.

**Objective 3.3: Site Clean-up and Repairs**

Frequency: Annual (As-needed)

Estimated No. Hours: Based on need.

Install and/or replace signage as needed. It is assumed that approximately two signs a year will need to be replaced. Address site protection, trash, fencing, and other issues.

**Goal 4: Program Administration and Reporting**

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*Plan and report LTMP implementation in a consistent and efficient manner.*

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**Objective 4.1: Biological Report**

Frequency: Every 10 years

Estimated No. Hours: 30

Once every ten years a report summarizing the status of the mitigation area, results of biological surveys, and management actions will be prepared. This report shall be filed and made available to the public and to the resource agencies, if requested.

**Objective 4.2: Annual Management Planning**

Frequency: Annually

Estimated No. Hours: 16

On an annual basis the Habitat Authority will submit a report to the USFWS that will include a description/checklist of standard activities completed the previous year and a discussion of any unusual challenges that were faced and any actions other than those on the checklist that were implemented (**Attachment B – Part 1**). This report will also include a description/checklist of standard activities that will be conducted in the upcoming year and a discussion of any adaptive management actions that are proposed for the upcoming year other than those on the checklist. Additionally an expenditures statement (**Attachment C**), as specified in the Funding

Agreement with the San Diego Foundation, documenting how funds from the endowment held by The San Diego Foundation were spent in that year and the proposed allocation of management endowment funds for the upcoming year will also be submitted. The annual inspection report by the conservation easement holder shall be submitted separately by them.

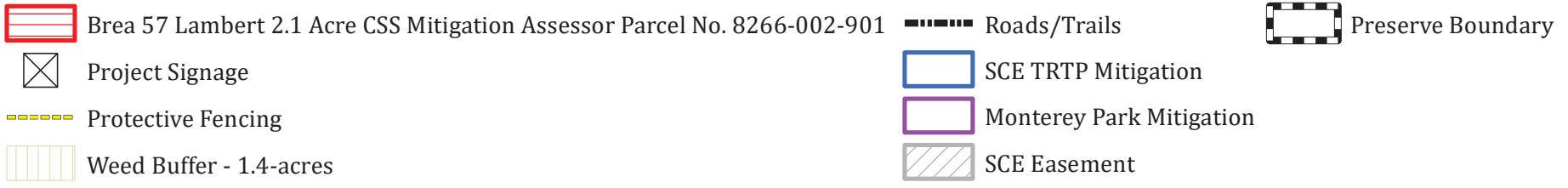
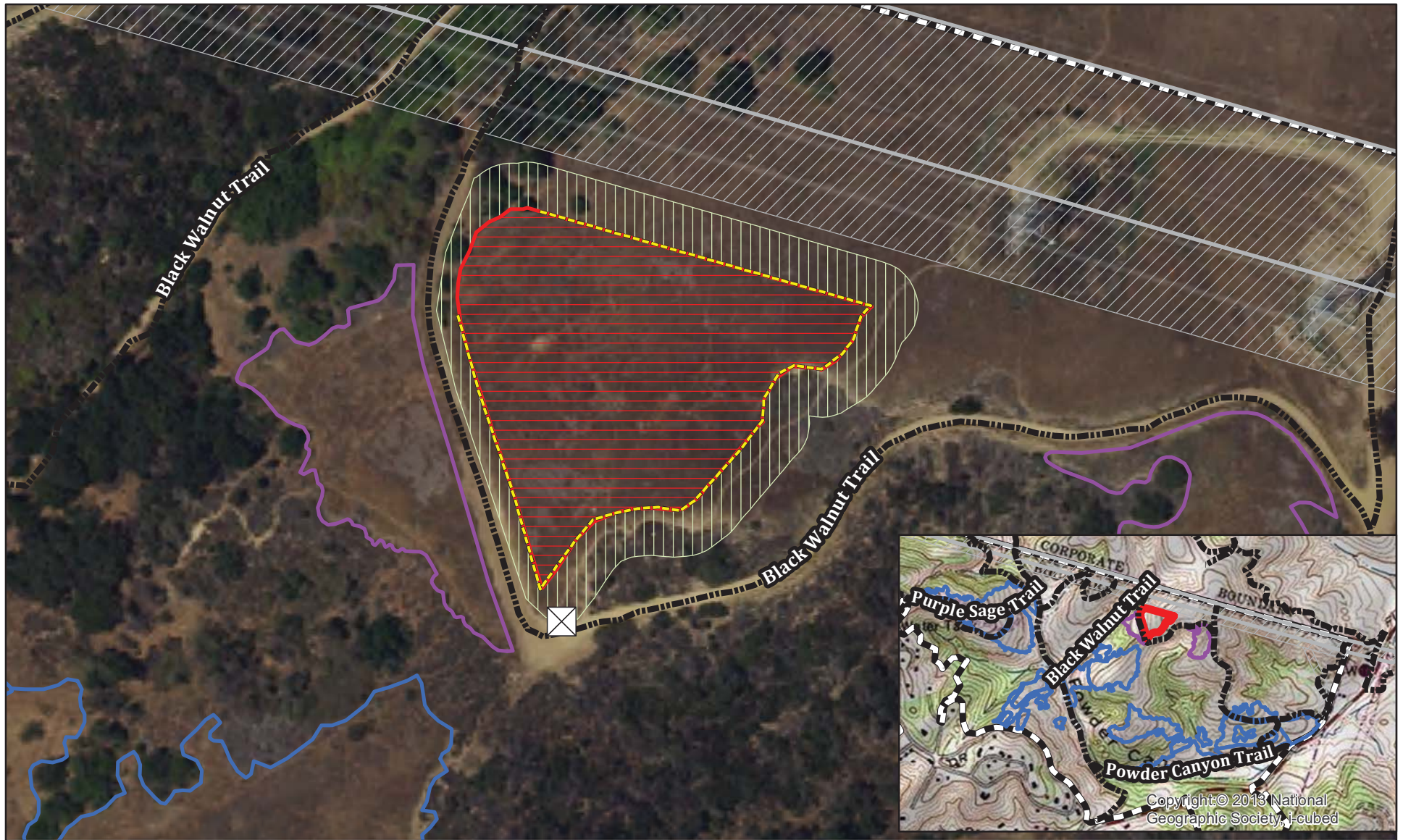
Each annual report will be submitted to USFWS for review and approval at least 45 days prior to the scheduled start of the new year. If no comments are received after 45 days, the annual report and budget will be deemed approved, and Habitat Authority will proceed with implementation of the work described in the report. If comments are received during the 45 days, Habitat Authority will provide any requested information and work with USFWS to make appropriate revisions to the report and proposed work for the upcoming year. With the written approval of USFWS, Habitat Authority may proceed with portions of the work that are not in dispute.

**Summary:**

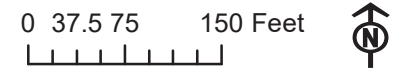
Best efforts will be made to perform the above tasks by the Habitat Authority personnel, consultants, agents or contractors. Modifications to the standard tasks shall be coordinated with the USFWS by including proposed modifications in the annual monitoring reports or by coordinating directly with the USFWS on a case by case basis (if unforeseen circumstances arise). Flexibility is allowed between the above tasks so long as the overall goal of the LTMP is met. For example, if the Habitat Authority needs extra ranger patrol to control illegal trails through the habitat, more than the Long-term Expense Analysis estimated, then the Habitat Authority has that flexibility to address those tasks while decreasing or eliminating tasks in other categories outlined in the Long-term Expense Analysis and LTMP per the modification process described above.

**Figure 1: Brea 57 Lambert Mitigation Area – 2.1 Acres of Coastal Sage Scrub**

**Figure 2: Conceptual Fire and Emergency Resources Map – Powder Canyon Region**



**Figure 1. Brea 57 Lambert Mitigation Area - 2.1 Acres of Coastal Sage Scrub**





# Figure 2: Conceptual Fire and Emergency Resources Map Powder Canyon Region



## Legend

- Fire Hydrants
- Gate
- Helipad
- Oil Facility
- Parking
- Ranger Residence
- Fire Stations
- Foot Access Only
- Vehicle Access

## Sensitive Resources See Restrictions Below

- California Gnatcatcher *No Bulldozers, Retardants or Foam*
- Cactus Wren *No Bulldozers, Retardants or Foam*
- Brea 57 Lambert Conceptual Mitigation Area (2.1 acres) *No Bulldozers*
- Conservation Easement for SCE TRTP Mitigation *No Bulldozers*
- Conservation Easement for Monterey Park Mitigation *No Bulldozers*
- Oak and Walnut Woodlands *No Bulldozers*
- Restoration Areas *No Bulldozers*
- Vernal Pools *No Bulldozers, Retardants, Foam or Dirt/Debris Piles*
- Streams *No Retardants, Foam or Dirt/Debris Piles*
- Preserve Boundary



**CONTACT INFORMATION**  
 MRCA RANGER DISPATCH: (562) 698-1446  
 HABITAT AUTHORITY: (562) 945-9003



Esri, HERE, Garmin, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**Attachment A: Long-term Expense Analysis**

**Long-Term Expense Analysis - Proposed Mitigation Site (2.1 acres) for the City of Brea (Caltrans, Lambert/57) Project at the Puente Hills Preserve, Managed by the Puente Hills Habitat Preservation Authority**

<b>Task</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Cost Per Unit</b>	<b>Cost</b>	<b>Annual Frequency</b>	<b>Annual Cost</b>
<b>Biotic Surveys</b>							
Annual Photo	Photo Monitoring	3	hours	\$100.00	\$300.00	1	\$300.00
Gen Wildlife	General Surveys	8	hours	\$100.00	\$800.00	0.2	\$160.00
<b>Site Monitoring</b>							
Park Ranger Patrols	Weekly inspection of site protection, signage and trespassing status	2.5	hours	\$83.00	\$207.50	52	\$10,790
<b>Site Maintenance</b>							
Erosion Control	Control measures	1		\$400.00	\$400.00	1	\$400
Evaluate Erosion	Bi-annual evaluation	4	hours	\$100.00	\$400.00	2	\$800
Weed Abatement	Hand labor and/or herbicide application and supplies	1		\$2,000.00	\$2,000.00	1	\$2,000
Site Clean-up and Repairs	Address site protection, trash, signage, erosion, fencing and other issues	1		\$800.00	\$800.00	1	\$820
<b>Annual Report</b>							
Annual Management	Management reporting and budget	16	hours	\$100.00	\$1,600.00	1	\$1,600
Biological Reports	Report of findings and photos	30	hours	\$100.00	\$3,000.00	0.1	\$300
<b>Subtotal Labor</b>							\$17,170
<b>Administration</b>							\$1,717
<b>Subtotal Annual Labor and Expenses</b>							\$18,887
<b>10% Contingency</b>							\$1,889
<b>TOTAL ANNUALIZED COST</b>							<b>\$20,776</b>
<b>TOTAL MANAGEMENT ENDOWMENT</b>							<b>\$472,000</b>



**Attachment B: Annual Review of the Conservation Easement Areas**

**PART I – EASEMENT MANAGEMENT ACTIVITIES (HABITAT MANAGER)**

Time period covering \_\_\_\_\_ to \_\_\_\_\_  
dd/mm/yyyy dd/mm/yyyy

1. PHOTO MONITORING (Annually):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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2. WILDLIFE SURVEYS (Every 5 years):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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3. EXOTIC WEED CONTROL (As needed):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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4. EROSION EVALUATION AND REPAIR (Biannually):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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5. RANGER PATROL (Weekly):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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6. SITE CLEAN-UP AND REPAIRS (Annually – as needed):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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Long-term Management Program  
Brea 57 Lambert Mitigation – Powder Canyon

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7. BIOLOGICAL REPORT (Every 10 years):

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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8. CHECK FOR USE OF EASEMENT AREA INCONSISTENT WITH THE TERMS OF THE CONSERVATION EASEMENT:

Date(s) Performed \_\_\_\_\_

Corrective Action/Response Taken \_\_\_\_\_

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Anticipated Activities Upcoming Year \_\_\_\_\_

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Additional Notes \_\_\_\_\_

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**Attachment C: Sample Expenditures Statement**

Time period covering \_\_\_\_\_ to \_\_\_\_\_  
 dd/mm/yyyy dd/mm/yyyy

Line Item	Objective (frequency):	Long-term Expense Analysis (2017)		This Year		Upcoming Year	
		Total Hours	Cost/yr (\$)	Actual No. Hours	Actual Amount Expended	Anticipated No. Hours	Amount Requested
1	1.1: Photomonitoring (annual)	3	300				
2	1.2: Wildlife Surveys (every 5 years)	8	160				
3	2.1: Exotic Control (annual-as needed)	---	2,000				
4	3.1a: Erosion evaluation (biannual)	8	800				
5	3.1b: Erosion repair (annual-as needed)	---	400				
6	3.2: Ranger Patrol (2.5 hours week, 104 yearly)	130	10,790				
7	3.3: Site Clean-up and Repairs (annual-as needed)		820				
8	4.1: Biological Reporting (every 10 years)	30	300				

Long-term Management Program  
 Brea 57 Lambert Mitigation – Powder Canyon

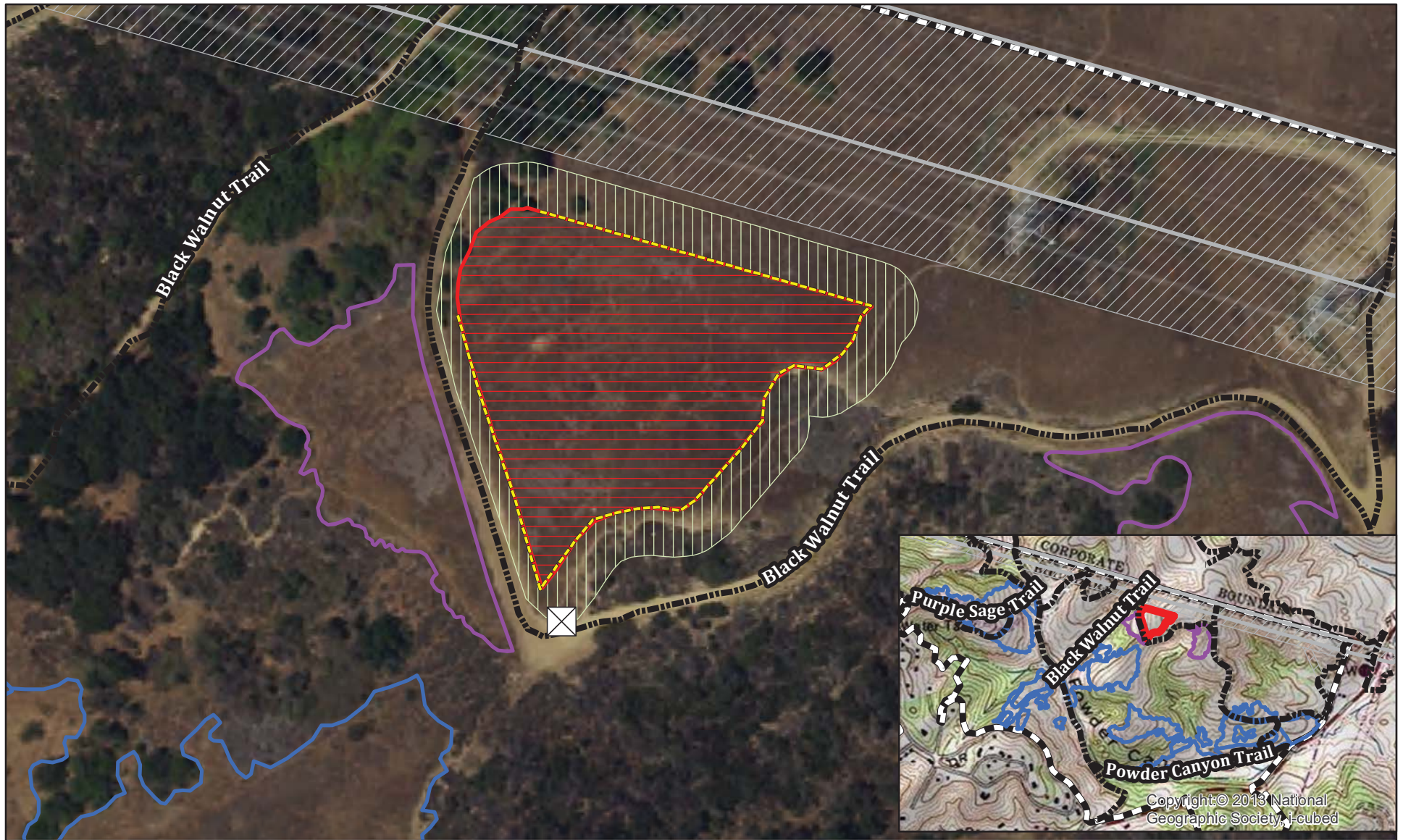
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9	4.2: Annual Management Planning	16	1,600				
10	5.1: Administrative Fee (10%)	---	1,717				
11	6.1: Contingency (10%)	---	1,889				
12	<b>TOTAL HOURS/BUDGET</b>		<b>\$20,776</b>				

**EXHIBIT C**

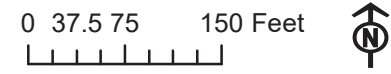
**BREA 57 LAMBERT MITIGATION AREA - 2.1 ACRES OF COASTAL SAGE SCRUB**

**MAP**



- |   |  |   |                         |   |                          |
|---|--|---|-------------------------|---|--------------------------|
|   | Brea 57 Lambert 2.1 Acre CSS Mitigation Assessor Parcel No. 8266-002-901 |  | Roads/Trails            |  | Preserve Boundary        |
|  | Project Signage  |  | SCE TRTP Mitigation     |  | Monterey Park Mitigation |
|   | Protective Fencing   |     | Weed Buffer - 1.4-acres |  | SCE Easement             |

**Exhibit C. Brea 57 Lambert Mitigation Area - 2.1 Acres of Coastal Sage Scrub**





**EXHIBIT D**  
**RESTORATION MITIGATION ENDOWMENT FUND**



**FUND AGREEMENT  
for the**

**Brea 57 Lambert Long-Term Mitigation Endowment Fund**  
*(a Designated Mitigation Endowment fund)*

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2019, by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”).

**RECITALS**

- A. Project Proponent executed a certain Open Space Maintenance Agreement with **U.S. Fish and Wildlife Services** dated **July 2, 2018** (the “Agency Agreement”) regarding the appropriate management and maintenance of certain open space land and/or open space easements which total **2.1** acres (hereinafter referred to as the “Property”). Pursuant to the Agency Agreement, Project Proponent is responsible for the long-term stewardship costs of the Property in accordance with the requirements of that certain **USFWS Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001)**.
- B. Pursuant to the Agency Agreement, the Project Proponent is obligated to create an endowment fund in the amount of **\$472,000** representing a non-wasting corpus principal amount that, when managed and invested, is reasonably anticipated to cover the funding needs of the long-term stewardship of the Property. This endowment has been established to be held, managed, invested and disbursed by TSDF solely for, and permanently restricted to, the long-term stewardship of the Property.
- C. Pursuant to the Agency Agreement, **Puente Hills Habitat Preservation Authority** (the “Habitat Manager”) is obligated to monitor and manage the Property for conservation purposes. The Habitat Manager is a California public joint powers entity, and it is an organization described in Section 170(c) (1) or (2) of the Internal Revenue Code.
- D. To facilitate the matters described in Recital B, Founder is entering into this Agreement.

## DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows:

- (1) Agency: The lead governmental entity issuing a permit for the mitigation project and requiring the establishment of the mitigation endowment.
- (2) Project Proponent: The entity proposing the mitigation project to Agency for approval and issuance of permit. In this Agreement, the Project Proponent is the Founder and such terms may be used interchangeably.
- (3) Habitat Manager: Nonprofit or governmental entity contracted to perform habitat management tasks.
- (4) Property: Fee title land or any partial interest in real property, including a conservation easement, conveyed pursuant to a mitigation requirement by the Agency or other agency.
- (5) Long Term Management Plan (LTMP): The plan describing the management activities to be performed on the Property.
- (6) Agency Agreement: The agreement between Agency, Project Proponent and Habitat Manager by which these entities agree to terms which include the LTMP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. NAME OF FUND

Project Proponent transfers assets irrevocably to TSDf to establish in TSDf the **Brea 57 Lambert Long-Term Mitigation Endowment Fund** (the "Fund") as an endowment for the purpose described in paragraph 2 below. An endowment is a permanent fund. Endowment funds are pooled for maximum benefit and invested to achieve long-term capital growth. Contributions are irrevocable and become assets of The San Diego Foundation. As an endowment fund for the purpose described in Paragraph 2 below, the Fund shall be operated and administered in accordance with (i) Sections 65965, 65966, 65967 and 65968 of the California Government Code and (ii) the Uniform Prudent Management of Institutional Funds Act, California Probate Code Section 18501 et seq. ("UPMIFA"), except to the extent TSDf may adhere, from time to time, to more rigorous standards or requirements than those proscribed by UPMIFA. Expenditures from the Fund shall be made in the manner described for endowment funds under UPMIFA Section 18504. TSDf may receive additional irrevocable gifts of property acceptable to TSDf from time to time from Project Proponent and from any other source to be added to the Fund, all subject to the provisions hereof.

## 2. PURPOSE

Subject to the limitations of paragraph 4 below, the primary purpose of the Fund shall be support the Habitat Manager in furtherance of the long-term stewardship of the Property in accordance with the Agency Agreement. In the event that in the future the Habitat Manager (i) no longer constitutes an organization described in Sections 170(c)(1) or (2) of the Internal Revenue Code, (ii) becomes subject to bankruptcy proceedings under state or federal law, (iii) liquidates and dissolves or otherwise ceases to exist, (iv) fails to submit to Agency and TSDf in a timely manner (or within such reasonable period as determined by Agency and TSDf) the annual income and expense report (the "Expense Report") along with reimbursement to the Fund of any unused funds from any previous distribution(s) and an annual certification, signed by the President or Chief Financial Officer of the Habitat Manager, certifying as to the accuracy and completeness, in all material respects, of the Expense Report and the Habitat Manager's compliance with the requirements imposed upon it under the Agency Agreement (the "Annual Certification"), or (v) proves unable to fulfill substantially all of the duties described in the Agency Agreement as determined by either the Agency or a court of law, then the assets of the Fund shall be applied as described in paragraph 5 below.

## 3. INVESTMENT OF FUNDS

TSDf shall have all powers necessary or desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund in any manner within the "prudent person" standard and the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporations Code.

## 4. DISTRIBUTEES

Subject to paragraph 5 below, earnings allocated by TSDf to the Fund shall be distributed exclusively for charitable, scientific, literary or educational purposes or to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended, and of the Revenue and Taxation Code of California. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for a charitable, scientific, literary or educational purpose as described in, or to an organization which is described in, Sections 170(c)(1) or (2), of the Internal Revenue Code of 1986, as amended, and Section 17201 of the Revenue and Taxation Code of California, or to a government entity acceptable to Agency. Distributions from the Fund shall be within the purposes and procedures of TSDf as contained in its Articles of Incorporation and its Bylaws.

## 5. DISTRIBUTION

Distributions from the Fund may be made from earnings and so much of the net gains (realized and unrealized) in the fair value of the assets of the Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made to the Habitat Manager or such other permissible distributees and at such times and in such amounts as may be designated by the Agency Agreement, subject to the approval of the TSDF Board of Governors. Subject to the limitations of Section 18504 of UPMIFA, distributions shall be made each year to the extent needed to cover the management and maintenance expenses for such year in accordance with the requirements of the LTMP; provided, however, TSDF is not, and shall not in the future under any circumstances be deemed to be, a party to either the LTMP or the Agency Agreement. TSDF shall have no liability or responsibility whatsoever for the funding needed to cover such expenses to the extent such funding need is greater than the distributable amount of the Fund. There shall be no requirement that all earnings and net gains be distributed each year; earnings and net gains may be accumulated and added to principal, and shall not later be available for distribution.

Distributions shall be made to such distributees of the type described in Section 4 above as may be designated by the Board of Governors of TSDF except as modified in accordance with Section 6 below.

In the event the Agency notify TSDF in writing that the Habitat Manager has misused or diverted any monies from the purposes required by the Agency Agreement or any of the events listed in Section 2 above have occurred, TSDF shall (i) within fourteen days cease making any further distributions from the Fund to Habitat Manager, and (ii) provide Agency with written notice of such misuse or diversion so that TSDF and Agency can take appropriate action, and (iii) if Agency elects to undertake the management and maintenance responsibilities over the Property pursuant to the Agency Agreement, make distributions from the Fund to Agency or make distributions from the Fund to a distributee designated by Agency and approved the TSDF Board of Governors as described in Section 6 below.

Without limiting the foregoing, all parties hereto acknowledge and agree that distributions from the Fund are to be made only for the stewardship purposes described in Section 2 above, and that the Fund is not intended to provide distributions to address the effects of emergencies or natural disasters.

Unless the Agency Agreement provides that another person or entity shall prepare an annual fiscal report that complies with the requirements set forth in Section 65966(e) of the California Government Code, TSDF shall prepare such an annual fiscal report. Such reports are available via TSDF's website, [www.sdfoundation.org](http://www.sdfoundation.org).

6. CONTINUITY OF THE FUND

If any of the events referred to in Section 2(i), (ii), (iii), (iv), (v) or Section 5 (iii) above occur, TSDF and Agency shall elect a new nonprofit habitat management organization approved by Agency and the TSDF Board of Governors.

The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated for any of the above reasons, TSDF shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- a. are within the scope of the charitable purposes of TSDF's Articles of Incorporation; and,
- b. most nearly approximate, in the good faith opinion of the Board of Governors, of the original purpose of the Fund.

7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of TSDF. All money and property in the Fund shall be assets of TSDF, and not a separate trust, and shall be subject only to the control of TSDF. Pursuant to Treasury Regulations, the Board of Governors of TSDF has the power "to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Governors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served." Treas. Reg. §1.170A-9(e)(11)(v)(B) and (E).

8. COSTS OF THE FUND

Founder understands and agrees that the Fund shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against the Fund shall be determined in accordance with the then current Fee Policy identified by TSDF as the fee structure applicable to Funds of this type. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for the Fund shall also be paid from the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to TSDF.



10. CHARITABLE DEDUCTIONS

TSDF has provided no advice or assurance to Founder as to the tax treatment of the amounts deposited in the Fund. Founder has been advised and given the opportunity to seek independent advice as to such tax treatment.

11. DISCLAIMERS

TSDF shall have no duty of any kind whatsoever to monitor or determine the Habitat Manager's compliance with the LTMP (including, without limitation, the Agency Agreement) other than to accept receipt, annually, of the Expense Report and the Annual Certification. TSDF shall have no liability whatsoever with respect to the performance of any of the obligations of the Habitat Manager under the LTMP (including, without limitation, the Agency Agreement). The responsibility for managing and maintaining the Property is limited solely to the Habitat Manager. TSDF shall have no obligation whatsoever to enforce the terms and provisions of the Agency Agreement. Neither the Agency nor the Habitat Manager are intended as third party beneficiaries of this Agreement.

12. ATTACHMENTS

If checked below, the attachment(s) so designated shall be incorporated by reference herein and hereby made a part of this Agreement as if fully set forth in this Agreement (provided that the applicable attachments are executed by Founder).

Addendum To Fund Agreement for **Brea 57 Lambert Long-Term Mitigation Endowment Fund**

Endowment Distribution Election for **Brea 57 Lambert Long-Term Mitigation Endowment Fund**

13. CERTIFICATION

Pursuant to California Government Code section 65968(e), TSDF certifies that it meets all of the following requirements:

- a. TSDF has the capacity to effectively manage the Fund;
- b. TSDF has the capacity to achieve reasonable rates of return on the investment of the Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
- c. TSDF uses generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity;
- d. TSDF will be able to ensure that the Fund is accounted for, and tied to, the Property; and
- e. TSDF has an investment policy that is consistent with UPMIFA.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer

Enc.: Program Guidelines



## ADDENDUM TO FUND AGREEMENT

for

### Brea 57 Lambert Long-Term Mitigation Endowment Fund

THIS ADDENDUM TO FUND AGREEMENT is dated as of the same date as the Fund Agreement by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”) and amends and supplements the Fund Agreement as follows:

#### 14. DISPUTE RESOLUTION

A. Mediation. Founder and TSDF agree to mediate any dispute or claims arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys fees, even if they are otherwise available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 14C below.

B. Arbitration of Disputes. Founder and TSDF agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be submitted for neutral, non-binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 20 years of experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Exclusions from this arbitration provision are specified in paragraph 14C below.

C. Exclusions. Any matter that is within the jurisdiction of any bankruptcy court shall be excluded from mediation and arbitration.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Founder:

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer



**ENDOWMENT DISTRIBUTION ELECTION  
for**

**Brea 57 Lambert Long-Term Mitigation Endowment Fund**

Allocation of earnings are made semi-annually to each Fund in March and September. Earnings are available for distribution semi-annually, annually, or on request after an allocation period. Distributable earnings will remain distributable unless it is requested that the earnings be reinvested. Earnings reinvested become a part of principal and cannot be accessed in the future for distribution.

It is the **Habitat Manager's** responsibility to request that TSDF end reinvestment in the fund with adequate advance notice. For annual distributions, TSDF must be notified 15 months in advance of requested distribution date. For semi-annual distributions, TSDF must be notified 9 months in advance of requested distribution date.

Please check one of the following: (If no selection is made earnings will be held until distribution is requested by founder(s) or advisor(s)).

- Please distribute the earnings semi-annually. (March and September)
- Please distribute the earnings annually.  
**Circle one:** March or September
- Please hold the earnings until distribution is requested.  
**Please note distributable balance earnings are not credited to the fund.**
- Please reinvest the earnings.  
**Begin Distribution: March 2025**

(This selection can be changed at any time, but becomes effective on July 1 and January 1.)

---

Christine Marick, City Mayor

Date

Attest: \_\_\_\_\_

City Clerk



**PROGRAM GUIDELINES**  
**Revised September 2015**

1. The San Diego Foundation. The San Diego Foundation ("TSDF") is a California nonprofit public benefit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"). TSDF is recognized as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and operates as a "community trust" under U.S. Treasury Regulations Section 1.170A-9T(f)(11). All contributions to and assets of TSDF are subject to its Articles of Incorporation, Bylaws and Program Policies. TSDF reserves the right to modify the terms and conditions of its Articles of Incorporation, Bylaws and Program Policies at any time.

2. Donor Advised Funds. As a community foundation, TSDF may establish for its donors a "donor advised fund," which is separately identified by reference to the donor or donors. The fund is owned and controlled by TSDF and the donor or persons appointed by the donor have the privilege of providing advice with respect to the fund's investments or distributions. TSDF has final authority over the distribution of all grants from its donor advised funds, and reserves the right to decline or modify a grant recommendation that is not consistent with these policies or TSDF's charitable purposes. Gifts to a donor advised fund are irrevocable.

3. Other Funds. In addition to donor advised funds, TSDF also establishes scholarship funds (discussed below), agency funds (for the benefit of a specified charity), field of interest funds (for a specified charitable purpose) and habitat funds (to administer funds set aside to maintain ecological preserves). Gifts to these funds are irrevocable.

4. Fund Minimums. Generally, a minimum of \$50,000 is required to establish an agency fund and \$25,000 for all other funds.

5. Providing Grant Advice to Donor Advised Funds. Once a donor advised fund has been established and funded, the advisor(s) named in the agreement may recommend distributions to qualified charitable organizations. (TSDF staff will perform due diligence to verify that the organization is a current, qualified charity.) The following rules govern grant recommendations:

a. Minimums. Each recommended grant should be for at least \$250.00.

b. Procedure. Unless otherwise restricted as an endowment, grants may be recommended out of the original principal, as well as accumulated investment earnings, if any. Grant recommendations can be made at any time during the year, except for designated endowment funds, which make distributions in March and/or September. A maximum of four (4) grants may be made per year from Agency non-endowment funds. Recommendations can be submitted by mail, facsimile or electronic mail. Forms and instructions for making grant recommendations will be provided upon creation of a fund, as part of an advisor orientation process.

c. Grant Restrictions. The following restrictions apply to grants:

i. No Indirect Benefit. Grants from donor advised funds may not be used to secure any benefit from the grantee for the donor, the advisor or any persons related to them.

ii. Enforceable Pledges. Grants from donor advised funds may not be used to discharge or satisfy a charitable pledge or obligation that is legally enforceable against the donor or any other person.

iii. Event Tickets. Grants from donor advised funds may not be used to pay for goods or services of value received by the donor, advisor or their family members. For example, grants may not be used to support any charitable event, including fundraising dinners, concerts, auctions, or other benefit functions when the donor would receive a return benefit, such as the benefit of being able to attend a fundraising dinner or event. Further, no grants may be used to pay for any portion of a split or bifurcated disbursement to a charity. A split or bifurcated payment refers to the splitting of a payment to a charity, such as for tickets to an event, into two parts: the deductible portion and the non-deductible portion.

iv. Giving to Individuals. Donors may not choose a specific individual to receive a benefit from a grant from a donor advised fund.

v. Prohibited Loans & Compensation. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from donor advised funds.



d. Restricted Organizations and Purposes. TSDF will not approve grant recommendations that are for non-functionally integrated Type III supporting organizations; supporting organizations that provide support to organizations controlled by the donor, advisor or related persons; supporting organizations that are controlled by the donor, advisor, or related persons; private non-operating foundations; lobbying, political campaigns or other political activities; or any purpose that is not entirely charitable.

e. Remedial Action. TSDF will take remedial action if it discovers that grants have been made for improper purposes. Remedial actions may include, but are not limited to, a requirement that the recipient charity return the grant and/or termination of the donor's advisory privileges.

f. Anti-Terrorism Provisions. As part of the grant review process, TSDF checks all recommended grant recipients against the Treasury Department's List of Specially-Designated Nationals, other U.S. and foreign government watch lists, and the IRS list of organizations whose tax exemption has been suspended under IRC Section 501(p). TSDF will not approve grant recommendations to organizations that appear on such lists.

6. Scholarship Funds. Scholarship funds may have a scholarship advisory committee. All scholarship advisory committee members must be approved by the TSDF's Board of Governors prior to making the first scholarship awards and thereafter annually. The founder may participate on the scholarship advisory committee, provided that neither the founder nor the founder's designees (related parties) may chair the scholarship advisory committee or in any way control the selection process or constitute a majority of the scholarship advisory committee members. In the event the scholarship advisory committee shall cease to be in existence, the Board of Governors of TSDF shall serve as the advisor of the scholarship fund. All scholarships shall be awarded on an objective and nondiscriminatory basis using procedures that have been approved in advance by the Board of Governors of TSDF and that have been designed to ensure that all such grants meet the requirements of paragraphs (1), (2), or (3) of Section 4945(g) of the Internal Revenue Code of 1986.

7. Income and Estate Tax Deductions. TSDF does not provide any advice or assurance to its donors as to the income tax treatment of amounts deposited in a fund. Donors are advised to seek independent advice as to such income tax treatment.

8. Investments. The fund advisors for endowment funds will have the assets invested in TSDF's Endowment pool. The fund advisors for non-endowment funds with assets in excess of \$25,000 may recommend that the assets of the fund be invested in one of three investment pools (subject to liquidity requirements); information regarding the composition of each investment pool will be provided to the donor at the time the fund is established. Such recommendations are advisory, and TSDF has final authority over the investment of assets in its funds.

9. Fees and Costs. Each fund established at TSDF shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against each fund shall be determined in accordance with the then current fee policy of TSDF as the fee structure applicable to funds of its type. Administrative fees for charitable expenses will be negotiated and incurred based upon the complexity of the transaction. Charitable expenses apply exclusively to Field of Interest or Special Project Funds. In addition, upon receipt of assets upon the death of a donor, a onetime estate fee will be assessed in accordance with the then current fee policy of TSDF. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for a fund shall also be paid from such fund.

10. Provision for Governing Law. These Program Policies, all fund agreements, and any program-related agreement executed by a Donor shall be governed by California law. All gift agreements are deemed to be entered into in the State of California, and all contributions to the TSDF are intended to be administered and managed in the State of California.

11. Confidentiality. All information concerning donors' or prospective donors' gifts, including names of beneficiaries, gift amounts, and other personal information shall be kept confidential unless permission is obtained from the donor to release such information.

**EXHIBIT E**  
**HABITAT AUTHORITY'S BUDGET BREAKDOWN**

Habitat Authority - **BREA Project**

**EXHIBIT E**

**Cost Estimates**

**2.1 acres coastal sage scrub, Powder Canyon**

Access Fee on Habitat Authority Property \$20,000 an acre (2.1 acres)	\$ 42,000	
Restoration Project Restoration	\$ 213,150	
Bio Monitoring	\$ 135,212	
Misc (utilities/water, staff/rangers, easement survey, Phase 1, hardscape repair, extra bio survey, extra site prep (soil, debris), etc.)	\$ 236,103	
Contingency 20% subtotal	\$ 116,893 \$ 743,358	
Total Payment to the Habitat Authority		<b>\$ 743,358</b>
Habitat Manager Endowment (Habitat Authority) Payment to TSDf for long-term maintenance and monitoring	\$ 472,000	
Conservation Easement Manager Endowment (Watershed Conservation Authority) Payment to TSDf for long-term maintenance and monitoring	\$ 41,500	
Total	\$ 1,256,858	

**EXHIBIT F**

**RESTORATION CONSERVATION EASEMENT ENDOWMENT FUND**



**FUND AGREEMENT  
for the**

**Brea 57 Lambert Easement Endowment Fund**  
*(a Designated Mitigation Easement Endowment fund)*

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2019, by and between THE SAN DIEGO FOUNDATION ("TSDF") and **The City of Brea** ("Founder" or "Project Proponent").

**RECITALS**

- A. Project Proponent has consulted with the **U.S. Fish and Wildlife Service** ("Agency") in accordance with the document dated **July 2, 2018**, (the "Agency Agreement") regarding the appropriate management and maintenance of certain open space land and/or open space easements which total **2.1 acres** (hereinafter referred to as the "Property"). Pursuant to the Agency Agreement, Project Proponent is responsible for the long-term stewardship costs of the Property in accordance with the requirements of that **USFWS Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001)**.
- B. Pursuant to the Agency Agreement, the Project Proponent is obligated to create an endowment fund in the amount of \$41,500 (the "Conservation Easement Endowment Amount") representing a non-wasting corpus principal amount that, when managed and invested, is reasonably anticipated to cover the funding needs for perpetual performance of monitoring and inspection of the Mitigation Sites pursuant to the requirements of the Conservation Easement. This endowment has been established to be held, managed, invested and disbursed by TSDF solely for, and permanently restricted to, the Conservation Easement Monitoring Requirements upon the Mitigation Sites of the Property. Notwithstanding any other provision contained in this Agreement, the Conservation Easement Endowment Amount shall be the sole financial contribution required of the Project proponent under this Agreement.
- C. Pursuant to the Agency Agreement, Watershed Conservation Authority (the "Conservation Easement Holder") is obligated to monitor and inspect the Property in accordance with the Conservation Easement. The Easement Holder is a California public joint powers entity, and it is an organization described in Section 170(c) (1) or (2) of the Internal Revenue Code.
- D. To facilitate the matters described in Recital B, Founder is entering into this Agreement.

## DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows:

- (1) Agency: The lead governmental entity issuing a permit for the mitigation project and requiring the establishment of the mitigation endowment.
- (2) Project Proponent: The entity proposing the mitigation project to Agency for approval and issuance of permit. In this Agreement, the Project Proponent is the Founder and such terms may be used interchangeably.
- (3) Habitat Manager: Nonprofit or governmental entity contracted to perform habitat management tasks.
- (4) Conservation Easement Holder: Nonprofit or governmental entity contracted to perform long-term monitoring.
- (5) Conservation Easement: That instrument executed and recorded
  - (i) recognizing Agency as a third-party beneficiary
  - (ii) establishing the boundaries of the Mitigation Sites and
  - (iii) providing for the permanent protection of the resource values located on the Mitigation Sites through the prohibition and prevention of any use or activity on the Mitigation Sites that could impair or interfere with the identified resource values.
- (6) Conservation Easement Monitoring Requirements: The inspection and monitoring activities more particularly described in the Conservation Easement, which activities are to be accomplished on a regular basis by the Easement Holder.
- (7) Property: The portions of real property to be conserved and managed by the Habitat Manager pursuant to the Agency Agreement and the Conservation Easement (i.e., the Mitigation Sites).
- (8) Long Term Management Plan (LTMP) : The plan describing the management activities to be performed on the Property.
- (9) Agency Agreement: The agreement between Agency, Project Proponent and Habitat Manager concerning restoration, conservation and long-term management and monitoring of the Mitigation Sites which include the LTMP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:



1. NAME OF FUND

Project Proponent transfers assets irrevocably to TSDF to establish in TSDF Brea 57 Lambert Easement Fund (the "Fund") as an endowment for the purpose described in paragraph 2 below. An endowment is a permanent fund. Endowment funds are pooled for maximum benefit and invested to achieve long-term capital growth. Contributions are irrevocable and become assets of The San Diego Foundation. As an endowment fund for the purpose described in Paragraph 2 below, the Fund shall be operated and administered in accordance with (i) Sections 65965, 65966, 65967 and 65968 of the California Government Code and (ii) the Uniform Prudent Management of Institutional Funds Act, California Probate Code Section 18501 et seq. ("UPMIFA"), except to the extent TSDF may adhere, from time to time, to more rigorous standards or requirements than those proscribed by UPMIFA. Expenditures from the Fund shall be made in the manner described for endowment funds under UPMIFA Section 18504. TSDF may receive additional irrevocable gifts of property acceptable to TSDF from time to time from Project Proponent and from any other source to be added to the Fund, all subject to the provisions hereof.

2. PURPOSE

Subject to the limitations of paragraph 4 below, the primary purpose of the Fund shall be to support the Conservation Easement Holder in furtherance of the long-term monitoring of the Mitigation Site in accordance with the Agency Agreement and as required by the Conservation Easement. In the event that in the future the Conservation Easement Holder (i) no longer constitutes an organization described in Sections 170( c ) ( 1) or (2) of the Internal Revenue Code, (ii) becomes subject to bankruptcy proceedings under state or federal law, (iii) liquidates and dissolves or otherwise ceases to exist, (iv) fails to submit to Agency and TSDF in a timely manner (or within such reasonable period as determined by Agency and TSDF) the annual income and expense report (the "Expense Report") along with reimbursement to the Fund of any unused funds from any previous distribution(s) and an annual certification, signed by the President or Chief Financial Officer of the Conservation Easement Holder, certifying as to the accuracy and completeness, in all material respects, of the Expense Report and the Conservation Easement Holder's compliance with the requirements imposed upon it under the Agency Agreement (the "Annual Certification"), or (v) proves unable to fulfill substantially all of the duties described in the Agency Agreement as determined by either the Agency or a court of law, then the assets of the Fund shall be applied as described in paragraph 5 below.

3. INVESTMENT OF FUNDS

TSDF shall have all powers necessary or desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund in any manner within the "prudent person" standard and the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporations Code.

#### 4. DISTRIBUTEES

Subject to paragraph 5 below, earnings allocated by TSDF to the Fund shall be distributed exclusively for charitable, scientific, literary or educational purposes or to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended, and of the Revenue and Taxation Code of California. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for a charitable, scientific, literary or educational purpose as described in, or to an organization which is described in, Sections 170( c ) ( 1 ) or ( 2 ), of the Internal Revenue Code of 1986, as amended, and Section 1720 I of the Revenue and Taxation Code of California, or to a government entity acceptable to Agency. Distributions from the Fund shall be within the purposes and procedures of TSDF as contained in its Articles of Incorporation and its Bylaws.

#### 5. DISTRIBUTION

Distributions from the Fund may be made from earnings and so much of the net gains (realized and unrealized) in the fair value of the assets of the Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made to the Conservation Easement Holder or such other permissible distributees and at such times and in such amounts as may be designated by the Agency Agreement, subject to the approval of the TSDF Board of Governors.

Subject to the limitations of Section 18504 of UPMIFA, distributions shall be made each year to the extent needed to cover the Conservation Easement Monitoring Requirements as described in the Conservation Easement; provided, however, TSDF is not, and shall not in the future under any circumstances be deemed to be, a party to either the Conservation Easement, the HCP, or the Agency Agreement. TSDF shall have no liability or responsibility whatsoever for the funding needed to cover such expenses to the extent such funding need is greater than the distributable amount of the Fund. There shall be no requirement that all earnings and net gains be distributed each year; earnings and net gains may be accumulated and added to principal and shall not later be available for distribution.

Distributions shall be made to such distributees of the type described in Section 4 above as may be designated by the Board of Governors of TSDF except as modified in accordance with Section 6 below.

In the event the Agency notify TSDF in writing that the Conservation Easement Holder has misused or diverted any monies from the purposes required by the Agency Agreement or any of the events listed in Section 2 above have occurred, TSDF shall (i) within fourteen days cease making any further distributions from the Fund to Conservation Easement Holder, and (ii) provide Agency with written notice of such misuse or diversion so that TSDF and Agency can take appropriate action.

Without limiting the foregoing, all parties hereto acknowledge and agree that distributions from the Fund are to be made only for the monitoring and enforcement purposes described in Section 2 above, and that the Fund is not intended to provide distributions to address the effects of emergencies or natural disasters.

Unless the Agency Agreement provides that another person or entity shall prepare an annual fiscal report that complies with the requirements set forth in Section 65966(e) of the California Government Code, TSDf shall prepare such an annual fiscal report. Such reports are available via TSDf's website, [www.sdfoundation.org](http://www.sdfoundation.org).

#### 6. CONTINUITY OF THE FUND

If any of the events referred to in Section 2(i), (ii), (iii), (iv), (v) or Section 5 (iii) above occur, TSDf and Agency shall elect a new nonprofit habitat management organization approved by Agency and the TSDf Board of Governors.

The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated for any of the above reasons, TSDf shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- a. are within the scope of the charitable purposes of TSDf's Articles of Incorporation; and,
- b. most nearly approximate, in the good faith opinion of the Board of Governors, of the original purpose of the Fund.

#### 7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of TSDf. All money and property in the Fund shall be assets of TSDf, and not a separate trust, and shall be subject only to the control of TSDf. Pursuant to Treasury Regulations, the Board of Governors of TSDf has the power "to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Governors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served." Treas. Reg. §1.170A-9(e)(11)(v)(B) and (E).

#### 8. COSTS OF THE FUND

Founder understands and agrees that the Fund shall share a fair portion of the total administrative costs of TSDf. The administrative cost annually charged against the Fund shall be determined in accordance with the then current Fee Policy identified by TSDf as the fee structure applicable to Funds of this type. Any costs to TSDf in accepting, transferring or managing property donated to TSDf for the Fund shall also be paid from the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to TSDF.

10. CHARITABLE DEDUCTIONS

TSDF has provided no advice or assurance to Founder as to the tax treatment of the amounts deposited in the Fund. Founder has been advised and given the opportunity to seek independent advice as to such tax treatment.

11. DISCLAIMERS

TSDF shall have no duty of any kind whatsoever to monitor or determine the Habitat Manager's compliance with the LTMP (including, without limitation, the Agency Agreement) other than to accept receipt, annually, of the Expense Report and the Annual Certification. TSDF shall have no liability whatsoever with respect to the performance of any of the obligations of the Habitat Manager under the LTMP (including, without limitation, the Agency Agreement). The responsibility for managing and maintaining the Property is limited solely to the Habitat Manager. TSDF shall have no obligation whatsoever to enforce the terms and provisions of the Agency Agreement. Neither the Agency nor the Habitat Manager are intended as third party beneficiaries of this Agreement.

12. ATTACHMENTS

If checked below, the attachment(s) so designated shall be incorporated by reference herein and hereby made a part of this Agreement as if fully set forth in this Agreement (provided that the applicable attachments are executed by Founder).

Addendum To Fund Agreement for **Brea 57 Lambert Easement Endowment Fund**

Endowment Distribution Election for **Brea 57 Lambert Easement Endowment Fund**

13. CERTIFICATION

Pursuant to California Government Code section 65968(e), TSDF certifies that it meets all of the following requirements:

- a. TSDF has the capacity to effectively manage the Fund;

- b. TSDF has the capacity to achieve reasonable rates of return on the investment of the Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
- c. TSDF uses generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity;
- d. TSDF will be able to ensure that the Fund is accounted for, and tied to, the Property; and
- e. TSDF has an investment policy that is consistent with UPMIFA.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer

Enc.: Program Guidelines



## ADDENDUM TO FUND AGREEMENT

for

### Brea 57 Lambert Easement Endowment Fund

THIS ADDENDUM TO FUND AGREEMENT is dated as of the same date as the Fund Agreement by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”) and amends and supplements the Fund Agreement as follows:

#### 14. DISPUTE RESOLUTION

A. Mediation. Founder and TSDF agree to mediate any dispute or claims arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys fees, even if they are otherwise available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 14C below.

B. Arbitration of Disputes. Founder and TSDF agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be submitted for neutral, non-binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 20 years of experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Exclusions from this arbitration provision are specified in paragraph 14C below.

C. Exclusions. Any matter that is within the jurisdiction of any bankruptcy court shall be excluded from mediation and arbitration.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer





**ENDOWMENT DISTRIBUTION ELECTION  
for**

**Brea 57 Lambert Easement Endowment Fund**

Allocation of earnings are made semi-annually to each Fund in March and September. Earnings are available for distribution semi-annually, annually, or on request after an allocation period. Distributable earnings will remain distributable unless it is requested that the earnings be reinvested. Earnings reinvested become a part of principal and cannot be accessed in the future for distribution.

It is the Conservation Easement Holder's responsibility to request that TSDF end reinvestment in the fund with adequate advance notice. For annual distributions, TSDF must be notified 15 months in advance of requested distribution date. For semi-annual distributions, TSDF must be notified 9 months in advance of requested distribution date.

Please check one of the following: (If no selection is made earnings will be held until distribution is requested by founder(s) or advisor(s)).

- Please distribute the earnings semi-annually. (March and September)
- Please distribute the earnings annually.  
**Circle one:** March or September
- Please hold the earnings until distribution is requested.  
**Please note distributable balance earnings are not credited to the fund.**
- Please reinvest the earnings.  
**Begin distribution: March 2025**

(This selection can be changed at any time, but becomes effective on July 1 and January 1.)

**Approved by the City of Brea**

By: \_\_\_\_\_  
**Christine Marick, City Mayor**

Attest: \_\_\_\_\_  
**City Clerk**



**PROGRAM GUIDELINES**  
**Revised September 2015**

1. The San Diego Foundation. The San Diego Foundation (“TSDF”) is a California nonprofit public benefit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“IRC”). TSDF is recognized as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and operates as a “community trust” under U.S. Treasury Regulations Section 1.170A-9T(f)(11). All contributions to and assets of TSDF are subject to its Articles of Incorporation, Bylaws and Program Policies. TSDF reserves the right to modify the terms and conditions of its Articles of Incorporation, Bylaws and Program Policies at any time.
2. Donor Advised Funds. As a community foundation, TSDF may establish for its donors a “donor advised fund,” which is separately identified by reference to the donor or donors. The fund is owned and controlled by TSDF and the donor or persons appointed by the donor have the privilege of providing advice with respect to the fund’s investments or distributions. TSDF has final authority over the distribution of all grants from its donor advised funds, and reserves the right to decline or modify a grant recommendation that is not consistent with these policies or TSDF’s charitable purposes. Gifts to a donor advised fund are irrevocable.
3. Other Funds. In addition to donor advised funds, TSDF also establishes scholarship funds (discussed below), agency funds (for the benefit of a specified charity), field of interest funds (for a specified charitable purpose) and habitat funds (to administer funds set aside to maintain ecological preserves). Gifts to these funds are irrevocable.
4. Fund Minimums. Generally, a minimum of \$50,000 is required to establish an agency fund and \$25,000 for all other funds.
5. Providing Grant Advice to Donor Advised Funds. Once a donor advised fund has been established and funded, the advisor(s) named in the agreement may recommend distributions to qualified charitable organizations. (TSDF staff will perform due diligence to verify that the organization is a current, qualified charity.) The following rules govern grant recommendations:
  - a. Minimums. Each recommended grant should be for at least \$250.00.
  - b. Procedure. Unless otherwise restricted as an endowment, grants may be recommended out of the original principal, as well as accumulated investment earnings, if any. Grant recommendations can be made at any time during the year, except for designated endowment funds, which make distributions in March and/or September. A maximum of four (4) grants may be made per year from Agency non-endowment funds. Recommendations can be submitted by mail, facsimile or electronic mail. Forms and instructions for making grant recommendations will be provided upon creation of a fund, as part of an advisor orientation process.
  - c. Grant Restrictions. The following restrictions apply to grants:
    - i. No Indirect Benefit. Grants from donor advised funds may not be used to secure any benefit from the grantee for the donor, the advisor or any persons related to them.
    - ii. Enforceable Pledges. Grants from donor advised funds may not be used to discharge or satisfy a charitable pledge or obligation that is legally enforceable against the donor or any other person.
    - iii. Event Tickets. Grants from donor advised funds may not be used to pay for goods or services of value received by the donor, advisor or their family members. For example, grants may not be used to support any charitable event, including fundraising dinners, concerts, auctions, or other benefit functions when the donor would receive a return benefit, such as the benefit of being able to attend a fundraising dinner or event. Further, no grants may be used to pay for any portion of a split or bifurcated disbursement to a charity. A split or bifurcated payment refers to the splitting of a payment to a charity, such as for tickets to an event, into two parts: the deductible portion and the non-deductible portion.
    - iv. Giving to Individuals. Donors may not choose a specific individual to receive a benefit from a grant from a donor advised fund.
    - v. Prohibited Loans & Compensation. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from donor advised funds.

d. Restricted Organizations and Purposes. TSDF will not approve grant recommendations that are for non-functionally integrated Type III supporting organizations; supporting organizations that provide support to organizations controlled by the donor, advisor or related persons; supporting organizations that are controlled by the donor, advisor, or related persons; private non-operating foundations; lobbying, political campaigns or other political activities; or any purpose that is not entirely charitable.

e. Remedial Action. TSDF will take remedial action if it discovers that grants have been made for improper purposes. Remedial actions may include, but are not limited to, a requirement that the recipient charity return the grant and/or termination of the donor's advisory privileges.

f. Anti-Terrorism Provisions. As part of the grant review process, TSDF checks all recommended grant recipients against the Treasury Department's List of Specially-Designated Nationals, other U.S. and foreign government watch lists, and the IRS list of organizations whose tax exemption has been suspended under IRC Section 501(p). TSDF will not approve grant recommendations to organizations that appear on such lists.

6. Scholarship Funds. Scholarship funds may have a scholarship advisory committee. All scholarship advisory committee members must be approved by the TSDF's Board of Governors prior to making the first scholarship awards and thereafter annually. The founder may participate on the scholarship advisory committee, provided that neither the founder nor the founder's designees (related parties) may chair the scholarship advisory committee or in any way control the selection process or constitute a majority of the scholarship advisory committee members. In the event the scholarship advisory committee shall cease to be in existence, the Board of Governors of TSDF shall serve as the advisor of the scholarship fund. All scholarships shall be awarded on an objective and nondiscriminatory basis using procedures that have been approved in advance by the Board of Governors of TSDF and that have been designed to ensure that all such grants meet the requirements of paragraphs (1), (2), or (3) of Section 4945(g) of the Internal Revenue Code of 1986.

7. Income and Estate Tax Deductions. TSDF does not provide any advice or assurance to its donors as to the income tax treatment of amounts deposited in a fund. Donors are advised to seek independent advice as to such income tax treatment.

8. Investments. The fund advisors for endowment funds will have the assets invested in TSDF's Endowment pool. The fund advisors for non-endowment funds with assets in excess of \$25,000 may recommend that the assets of the fund be invested in one of three investment pools (subject to liquidity requirements); information regarding the composition of each investment pool will be provided to the donor at the time the fund is established. Such recommendations are advisory, and TSDF has final authority over the investment of assets in its funds.

9. Fees and Costs. Each fund established at TSDF shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against each fund shall be determined in accordance with the then current fee policy of TSDF as the fee structure applicable to funds of its type. Administrative fees for charitable expenses will be negotiated and incurred based upon the complexity of the transaction. Charitable expenses apply exclusively to Field of Interest or Special Project Funds. In addition, upon receipt of assets upon the death of a donor, a onetime estate fee will be assessed in accordance with the then current fee policy of TSDF. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for a fund shall also be paid from such fund.

10. Provision for Governing Law. These Program Policies, all fund agreements, and any program-related agreement executed by a Donor shall be governed by California law. All gift agreements are deemed to be entered into in the State of California, and all contributions to the TSDF are intended to be administered and managed in the State of California.

11. Confidentiality. All information concerning donors' or prospective donors' gifts, including names of beneficiaries, gift amounts, and other personal information shall be kept confidential unless permission is obtained from the donor to release such information.

**EXHIBIT G**  
**THE EASEMENT HOLDER'S BUDGET BREAKDOWN**

**Exhibit G**

**Sample WCA Conservation Easement Monitoring Cost**

<u>Position</u>	<u>Qty</u>	<u>Unit</u>	<u>Billable Rate</u>	<u>Total</u>	<u>Description</u>
WCA Executive Management	1	HR	115.85	115.85	Program oversight & report Review
PM / Coordination	2	HR	87.55	175.10	Arrange Site Visit & General Correspondence
Fiscal / Accounting	1	HR	78.51	78.51	Generate Invoice & Process Receipt of Funds
Project Manager / Biologist	3	HR	87.55	262.65	Travel Time & Document Site Conditions per CE Checklist
Project Manager / Biologist	4	HR	87.55	350.20	Report Generation: Write report, circulate for review, prepare final for submittal
Administrative Clerk	1	HR	53.33	53.33	Process Report for mailing & Filing
Reimbursable (R/T mileage)	50	Miles	0.58	29.00	
				<u>1,064.64</u>	

Billable Rates as of January 2019, subject to change.



**FUND AGREEMENT  
for the**

**Brea 57 Lambert Long-Term Mitigation Endowment Fund**  
*(a Designated Mitigation Endowment fund)*

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2019, by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”).

**RECITALS**

- A. Project Proponent executed a certain Open Space Maintenance Agreement with **U.S. Fish and Wildlife Services** dated **July 2, 2018** (the “Agency Agreement”) regarding the appropriate management and maintenance of certain open space land and/or open space easements which total **2.1** acres (hereinafter referred to as the “Property”). Pursuant to the Agency Agreement, Project Proponent is responsible for the long-term stewardship costs of the Property in accordance with the requirements of that certain **USFWS Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001)**.
- B. Pursuant to the Agency Agreement, the Project Proponent is obligated to create an endowment fund in the amount of **\$472,000** representing a non-wasting corpus principal amount that, when managed and invested, is reasonably anticipated to cover the funding needs of the long-term stewardship of the Property. This endowment has been established to be held, managed, invested and disbursed by TSDF solely for, and permanently restricted to, the long-term stewardship of the Property.
- C. Pursuant to the Agency Agreement, **Puente Hills Habitat Preservation Authority** (the “Habitat Manager”) is obligated to monitor and manage the Property for conservation purposes. The Habitat Manager is a California public joint powers entity, and it is an organization described in Section 170(c) (1) or (2) of the Internal Revenue Code.
- D. To facilitate the matters described in Recital B, Founder is entering into this Agreement.

## DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows:

- (1) Agency: The lead governmental entity issuing a permit for the mitigation project and requiring the establishment of the mitigation endowment.
- (2) Project Proponent: The entity proposing the mitigation project to Agency for approval and issuance of permit. In this Agreement, the Project Proponent is the Founder and such terms may be used interchangeably.
- (3) Habitat Manager: Nonprofit or governmental entity contracted to perform habitat management tasks.
- (4) Property: Fee title land or any partial interest in real property, including a conservation easement, conveyed pursuant to a mitigation requirement by the Agency or other agency.
- (5) Long Term Management Plan (LTMP): The plan describing the management activities to be performed on the Property.
- (6) Agency Agreement: The agreement between Agency, Project Proponent and Habitat Manager by which these entities agree to terms which include the LTMP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. NAME OF FUND

Project Proponent transfers assets irrevocably to TSDf to establish in TSDf the **Brea 57 Lambert Long-Term Mitigation Endowment Fund** (the "Fund") as an endowment for the purpose described in paragraph 2 below. An endowment is a permanent fund. Endowment funds are pooled for maximum benefit and invested to achieve long-term capital growth. Contributions are irrevocable and become assets of The San Diego Foundation. As an endowment fund for the purpose described in Paragraph 2 below, the Fund shall be operated and administered in accordance with (i) Sections 65965, 65966, 65967 and 65968 of the California Government Code and (ii) the Uniform Prudent Management of Institutional Funds Act, California Probate Code Section 18501 et seq. ("UPMIFA"), except to the extent TSDf may adhere, from time to time, to more rigorous standards or requirements than those proscribed by UPMIFA. Expenditures from the Fund shall be made in the manner described for endowment funds under UPMIFA Section 18504. TSDf may receive additional irrevocable gifts of property acceptable to TSDf from time to time from Project Proponent and from any other source to be added to the Fund, all subject to the provisions hereof.



## 2. PURPOSE

Subject to the limitations of paragraph 4 below, the primary purpose of the Fund shall be support the Habitat Manager in furtherance of the long-term stewardship of the Property in accordance with the Agency Agreement. In the event that in the future the Habitat Manager (i) no longer constitutes an organization described in Sections 170(c)(1) or (2) of the Internal Revenue Code, (ii) becomes subject to bankruptcy proceedings under state or federal law, (iii) liquidates and dissolves or otherwise ceases to exist, (iv) fails to submit to Agency and TSDf in a timely manner (or within such reasonable period as determined by Agency and TSDf) the annual income and expense report (the "Expense Report") along with reimbursement to the Fund of any unused funds from any previous distribution(s) and an annual certification, signed by the President or Chief Financial Officer of the Habitat Manager, certifying as to the accuracy and completeness, in all material respects, of the Expense Report and the Habitat Manager's compliance with the requirements imposed upon it under the Agency Agreement (the "Annual Certification"), or (v) proves unable to fulfill substantially all of the duties described in the Agency Agreement as determined by either the Agency or a court of law, then the assets of the Fund shall be applied as described in paragraph 5 below.

## 3. INVESTMENT OF FUNDS

TSDf shall have all powers necessary or desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund in any manner within the "prudent person" standard and the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporations Code.

## 4. DISTRIBUTEES

Subject to paragraph 5 below, earnings allocated by TSDf to the Fund shall be distributed exclusively for charitable, scientific, literary or educational purposes or to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended, and of the Revenue and Taxation Code of California. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for a charitable, scientific, literary or educational purpose as described in, or to an organization which is described in, Sections 170(c)(1) or (2), of the Internal Revenue Code of 1986, as amended, and Section 17201 of the Revenue and Taxation Code of California, or to a government entity acceptable to Agency. Distributions from the Fund shall be within the purposes and procedures of TSDf as contained in its Articles of Incorporation and its Bylaws.

## 5. DISTRIBUTION

Distributions from the Fund may be made from earnings and so much of the net gains (realized and unrealized) in the fair value of the assets of the Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made to the Habitat Manager or such other permissible distributees and at such times and in such amounts as may be designated by the Agency Agreement, subject to the approval of the TSDF Board of Governors. Subject to the limitations of Section 18504 of UPMIFA, distributions shall be made each year to the extent needed to cover the management and maintenance expenses for such year in accordance with the requirements of the LTMP; provided, however, TSDF is not, and shall not in the future under any circumstances be deemed to be, a party to either the LTMP or the Agency Agreement. TSDF shall have no liability or responsibility whatsoever for the funding needed to cover such expenses to the extent such funding need is greater than the distributable amount of the Fund. There shall be no requirement that all earnings and net gains be distributed each year; earnings and net gains may be accumulated and added to principal, and shall not later be available for distribution.

Distributions shall be made to such distributees of the type described in Section 4 above as may be designated by the Board of Governors of TSDF except as modified in accordance with Section 6 below.

In the event the Agency notify TSDF in writing that the Habitat Manager has misused or diverted any monies from the purposes required by the Agency Agreement or any of the events listed in Section 2 above have occurred, TSDF shall (i) within fourteen days cease making any further distributions from the Fund to Habitat Manager, and (ii) provide Agency with written notice of such misuse or diversion so that TSDF and Agency can take appropriate action, and (iii) if Agency elects to undertake the management and maintenance responsibilities over the Property pursuant to the Agency Agreement, make distributions from the Fund to Agency or make distributions from the Fund to a distributee designated by Agency and approved the TSDF Board of Governors as described in Section 6 below.

Without limiting the foregoing, all parties hereto acknowledge and agree that distributions from the Fund are to be made only for the stewardship purposes described in Section 2 above, and that the Fund is not intended to provide distributions to address the effects of emergencies or natural disasters.

Unless the Agency Agreement provides that another person or entity shall prepare an annual fiscal report that complies with the requirements set forth in Section 65966(e) of the California Government Code, TSDF shall prepare such an annual fiscal report. Such reports are available via TSDF's website, [www.sdfoundation.org](http://www.sdfoundation.org).

6. CONTINUITY OF THE FUND

If any of the events referred to in Section 2(i), (ii), (iii), (iv), (v) or Section 5 (iii) above occur, TSDF and Agency shall elect a new nonprofit habitat management organization approved by Agency and the TSDF Board of Governors.

The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated for any of the above reasons, TSDF shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- a. are within the scope of the charitable purposes of TSDF's Articles of Incorporation; and,
- b. most nearly approximate, in the good faith opinion of the Board of Governors, of the original purpose of the Fund.

7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of TSDF. All money and property in the Fund shall be assets of TSDF, and not a separate trust, and shall be subject only to the control of TSDF. Pursuant to Treasury Regulations, the Board of Governors of TSDF has the power "to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Governors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served." Treas. Reg. §1.170A-9(e)(11)(v)(B) and (E).

8. COSTS OF THE FUND

Founder understands and agrees that the Fund shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against the Fund shall be determined in accordance with the then current Fee Policy identified by TSDF as the fee structure applicable to Funds of this type. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for the Fund shall also be paid from the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to TSDF.

10. CHARITABLE DEDUCTIONS

TADF has provided no advice or assurance to Founder as to the tax treatment of the amounts deposited in the Fund. Founder has been advised and given the opportunity to seek independent advice as to such tax treatment.

11. DISCLAIMERS

TADF shall have no duty of any kind whatsoever to monitor or determine the Habitat Manager's compliance with the LTMP (including, without limitation, the Agency Agreement) other than to accept receipt, annually, of the Expense Report and the Annual Certification. TADF shall have no liability whatsoever with respect to the performance of any of the obligations of the Habitat Manager under the LTMP (including, without limitation, the Agency Agreement). The responsibility for managing and maintaining the Property is limited solely to the Habitat Manager. TADF shall have no obligation whatsoever to enforce the terms and provisions of the Agency Agreement. Neither the Agency nor the Habitat Manager are intended as third party beneficiaries of this Agreement.

12. ATTACHMENTS

If checked below, the attachment(s) so designated shall be incorporated by reference herein and hereby made a part of this Agreement as if fully set forth in this Agreement (provided that the applicable attachments are executed by Founder).

Addendum To Fund Agreement for **Brea 57 Lambert Long-Term Mitigation Endowment Fund**

Endowment Distribution Election for **Brea 57 Lambert Long-Term Mitigation Endowment Fund**

13. CERTIFICATION

Pursuant to California Government Code section 65968(e), TADF certifies that it meets all of the following requirements:

- a. TADF has the capacity to effectively manage the Fund;
- b. TADF has the capacity to achieve reasonable rates of return on the investment of the Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
- c. TADF uses generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity;
- d. TADF will be able to ensure that the Fund is accounted for, and tied to, the Property; and
- e. TADF has an investment policy that is consistent with UPMIFA.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer

Enc.: Program Guidelines



## ADDENDUM TO FUND AGREEMENT

for

### Brea 57 Lambert Long-Term Mitigation Endowment Fund

THIS ADDENDUM TO FUND AGREEMENT is dated as of the same date as the Fund Agreement by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”) and amends and supplements the Fund Agreement as follows:

#### 14. DISPUTE RESOLUTION

A. Mediation. Founder and TSDF agree to mediate any dispute or claims arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys fees, even if they are otherwise available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 14C below.

B. Arbitration of Disputes. Founder and TSDF agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be submitted for neutral, non-binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 20 years of experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Exclusions from this arbitration provision are specified in paragraph 14C below.

C. Exclusions. Any matter that is within the jurisdiction of any bankruptcy court shall be excluded from mediation and arbitration.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Founder:

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer





**ENDOWMENT DISTRIBUTION ELECTION  
for**

**Brea 57 Lambert Long-Term Mitigation Endowment Fund**

Allocation of earnings are made semi-annually to each Fund in March and September. Earnings are available for distribution semi-annually, annually, or on request after an allocation period. Distributable earnings will remain distributable unless it is requested that the earnings be reinvested. Earnings reinvested become a part of principal and cannot be accessed in the future for distribution.

It is the **Habitat Manager's** responsibility to request that TSDF end reinvestment in the fund with adequate advance notice. For annual distributions, TSDF must be notified 15 months in advance of requested distribution date. For semi-annual distributions, TSDF must be notified 9 months in advance of requested distribution date.

Please check one of the following: (If no selection is made earnings will be held until distribution is requested by founder(s) or advisor(s)).

- Please distribute the earnings semi-annually. (March and September)
- Please distribute the earnings annually.  
**Circle one:** March or September
- Please hold the earnings until distribution is requested.  
**Please note distributable balance earnings are not credited to the fund.**
- Please reinvest the earnings.  
**Begin Distribution: March 2025**

(This selection can be changed at any time, but becomes effective on July 1 and January 1.)

---

Christine Marick, City Mayor

Date

Attest: \_\_\_\_\_  
City Clerk



**PROGRAM GUIDELINES**  
**Revised September 2015**

1. The San Diego Foundation. The San Diego Foundation ("TSDF") is a California nonprofit public benefit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"). TSDF is recognized as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and operates as a "community trust" under U.S. Treasury Regulations Section 1.170A-9T(f)(11). All contributions to and assets of TSDF are subject to its Articles of Incorporation, Bylaws and Program Policies. TSDF reserves the right to modify the terms and conditions of its Articles of Incorporation, Bylaws and Program Policies at any time.

2. Donor Advised Funds. As a community foundation, TSDF may establish for its donors a "donor advised fund," which is separately identified by reference to the donor or donors. The fund is owned and controlled by TSDF and the donor or persons appointed by the donor have the privilege of providing advice with respect to the fund's investments or distributions. TSDF has final authority over the distribution of all grants from its donor advised funds, and reserves the right to decline or modify a grant recommendation that is not consistent with these policies or TSDF's charitable purposes. Gifts to a donor advised fund are irrevocable.

3. Other Funds. In addition to donor advised funds, TSDF also establishes scholarship funds (discussed below), agency funds (for the benefit of a specified charity), field of interest funds (for a specified charitable purpose) and habitat funds (to administer funds set aside to maintain ecological preserves). Gifts to these funds are irrevocable.

4. Fund Minimums. Generally, a minimum of \$50,000 is required to establish an agency fund and \$25,000 for all other funds.

5. Providing Grant Advice to Donor Advised Funds. Once a donor advised fund has been established and funded, the advisor(s) named in the agreement may recommend distributions to qualified charitable organizations. (TSDF staff will perform due diligence to verify that the organization is a current, qualified charity.) The following rules govern grant recommendations:

a. Minimums. Each recommended grant should be for at least \$250.00.

b. Procedure. Unless otherwise restricted as an endowment, grants may be recommended out of the original principal, as well as accumulated investment earnings, if any. Grant recommendations can be made at any time during the year, except for designated endowment funds, which make distributions in March and/or September. A maximum of four (4) grants may be made per year from Agency non-endowment funds. Recommendations can be submitted by mail, facsimile or electronic mail. Forms and instructions for making grant recommendations will be provided upon creation of a fund, as part of an advisor orientation process.

c. Grant Restrictions. The following restrictions apply to grants:

i. No Indirect Benefit. Grants from donor advised funds may not be used to secure any benefit from the grantee for the donor, the advisor or any persons related to them.

ii. Enforceable Pledges. Grants from donor advised funds may not be used to discharge or satisfy a charitable pledge or obligation that is legally enforceable against the donor or any other person.

iii. Event Tickets. Grants from donor advised funds may not be used to pay for goods or services of value received by the donor, advisor or their family members. For example, grants may not be used to support any charitable event, including fundraising dinners, concerts, auctions, or other benefit functions when the donor would receive a return benefit, such as the benefit of being able to attend a fundraising dinner or event. Further, no grants may be used to pay for any portion of a split or bifurcated disbursement to a charity. A split or bifurcated payment refers to the splitting of a payment to a charity, such as for tickets to an event, into two parts: the deductible portion and the non-deductible portion.

iv. Giving to Individuals. Donors may not choose a specific individual to receive a benefit from a grant from a donor advised fund.

v. Prohibited Loans & Compensation. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from donor advised funds.

d. Restricted Organizations and Purposes. TSDF will not approve grant recommendations that are for non-functionally integrated Type III supporting organizations; supporting organizations that provide support to organizations controlled by the donor, advisor or related persons; supporting organizations that are controlled by the donor, advisor, or related persons; private non-operating foundations; lobbying, political campaigns or other political activities; or any purpose that is not entirely charitable.

e. Remedial Action. TSDF will take remedial action if it discovers that grants have been made for improper purposes. Remedial actions may include, but are not limited to, a requirement that the recipient charity return the grant and/or termination of the donor's advisory privileges.

f. Anti-Terrorism Provisions. As part of the grant review process, TSDF checks all recommended grant recipients against the Treasury Department's List of Specially-Designated Nationals, other U.S. and foreign government watch lists, and the IRS list of organizations whose tax exemption has been suspended under IRC Section 501(p). TSDF will not approve grant recommendations to organizations that appear on such lists.

6. Scholarship Funds. Scholarship funds may have a scholarship advisory committee. All scholarship advisory committee members must be approved by the TSDF's Board of Governors prior to making the first scholarship awards and thereafter annually. The founder may participate on the scholarship advisory committee, provided that neither the founder nor the founder's designees (related parties) may chair the scholarship advisory committee or in any way control the selection process or constitute a majority of the scholarship advisory committee members. In the event the scholarship advisory committee shall cease to be in existence, the Board of Governors of TSDF shall serve as the advisor of the scholarship fund. All scholarships shall be awarded on an objective and nondiscriminatory basis using procedures that have been approved in advance by the Board of Governors of TSDF and that have been designed to ensure that all such grants meet the requirements of paragraphs (1), (2), or (3) of Section 4945(g) of the Internal Revenue Code of 1986.

7. Income and Estate Tax Deductions. TSDF does not provide any advice or assurance to its donors as to the income tax treatment of amounts deposited in a fund. Donors are advised to seek independent advice as to such income tax treatment.

8. Investments. The fund advisors for endowment funds will have the assets invested in TSDF's Endowment pool. The fund advisors for non-endowment funds with assets in excess of \$25,000 may recommend that the assets of the fund be invested in one of three investment pools (subject to liquidity requirements); information regarding the composition of each investment pool will be provided to the donor at the time the fund is established. Such recommendations are advisory, and TSDF has final authority over the investment of assets in its funds.

9. Fees and Costs. Each fund established at TSDF shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against each fund shall be determined in accordance with the then current fee policy of TSDF as the fee structure applicable to funds of its type. Administrative fees for charitable expenses will be negotiated and incurred based upon the complexity of the transaction. Charitable expenses apply exclusively to Field of Interest or Special Project Funds. In addition, upon receipt of assets upon the death of a donor, a onetime estate fee will be assessed in accordance with the then current fee policy of TSDF. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for a fund shall also be paid from such fund.

10. Provision for Governing Law. These Program Policies, all fund agreements, and any program-related agreement executed by a Donor shall be governed by California law. All gift agreements are deemed to be entered into in the State of California, and all contributions to the TSDF are intended to be administered and managed in the State of California.

11. Confidentiality. All information concerning donors' or prospective donors' gifts, including names of beneficiaries, gift amounts, and other personal information shall be kept confidential unless permission is obtained from the donor to release such information.



## FUND AGREEMENT for the

### **Brea 57 Lambert Easement Endowment Fund** *(a Designated Mitigation Easement Endowment fund)*

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2019, by and between THE SAN DIEGO FOUNDATION ("TSDF") and **The City of Brea** ("Founder" or "Project Proponent").

#### RECITALS

- A. Project Proponent has consulted with the **U.S. Fish and Wildlife Service** ("Agency") in accordance with the document dated **July 2, 2018**, (the "Agency Agreement") regarding the appropriate management and maintenance of certain open space land and/or open space easements which total **2.1 acres** (hereinafter referred to as the "Property"). Pursuant to the Agency Agreement, Project Proponent is responsible for the long-term stewardship costs of the Property in accordance with the requirements of that **USFWS Section 7 Consultation (FWS-OR-12B0186-15I0553 and FWS-OR-12B0186-15I0553-R001)**.
- B. Pursuant to the Agency Agreement, the Project Proponent is obligated to create an endowment fund in the amount of \$41,500 (the "Conservation Easement Endowment Amount") representing a non-wasting corpus principal amount that, when managed and invested, is reasonably anticipated to cover the funding needs for perpetual performance of monitoring and inspection of the Mitigation Sites pursuant to the requirements of the Conservation Easement. This endowment has been established to be held, managed, invested and disbursed by TSDF solely for, and permanently restricted to, the Conservation Easement Monitoring Requirements upon the Mitigation Sites of the Property. Notwithstanding any other provision contained in this Agreement, the Conservation Easement Endowment Amount shall be the sole financial contribution required of the Project proponent under this Agreement.
- C. Pursuant to the Agency Agreement, Watershed Conservation Authority (the "Conservation Easement Holder") is obligated to monitor and inspect the Property in accordance with the Conservation Easement. The Easement Holder is a California public joint powers entity, and it is an organization described in Section 170(c) (1) or (2) of the Internal Revenue Code.
- D. To facilitate the matters described in Recital B, Founder is entering into this Agreement.

## DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows:

- (1) Agency: The lead governmental entity issuing a permit for the mitigation project and requiring the establishment of the mitigation endowment.
- (2) Project Proponent: The entity proposing the mitigation project to Agency for approval and issuance of permit. In this Agreement, the Project Proponent is the Founder and such terms may be used interchangeably.
- (3) Habitat Manager: Nonprofit or governmental entity contracted to perform habitat management tasks.
- (4) Conservation Easement Holder: Nonprofit or governmental entity contracted to perform long-term monitoring.
- (5) Conservation Easement: That instrument executed and recorded
  - (i) recognizing Agency as a third-party beneficiary
  - (ii) establishing the boundaries of the Mitigation Sites and
  - (iii) providing for the permanent protection of the resource values located on the Mitigation Sites through the prohibition and prevention of any use or activity on the Mitigation Sites that could impair or interfere with the identified resource values.
- (6) Conservation Easement Monitoring Requirements: The inspection and monitoring activities more particularly described in the Conservation Easement, which activities are to be accomplished on a regular basis by the Easement Holder.
- (7) Property: The portions of real property to be conserved and managed by the Habitat Manager pursuant to the Agency Agreement and the Conservation Easement (i.e., the Mitigation Sites).
- (8) Long Term Management Plan (LTMP) : The plan describing the management activities to be performed on the Property.
- (9) Agency Agreement: The agreement between Agency, Project Proponent and Habitat Manager concerning restoration, conservation and long-term management and monitoring of the Mitigation Sites which include the LTMP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. NAME OF FUND

Project Proponent transfers assets irrevocably to TSDF to establish in TSDF Brea 57 Lambert Easement Fund (the "Fund") as an endowment for the purpose described in paragraph 2 below. An endowment is a permanent fund. Endowment funds are pooled for maximum benefit and invested to achieve long-term capital growth. Contributions are irrevocable and become assets of The San Diego Foundation. As an endowment fund for the purpose described in Paragraph 2 below, the Fund shall be operated and administered in accordance with (i) Sections 65965, 65966, 65967 and 65968 of the California Government Code and (ii) the Uniform Prudent Management of Institutional Funds Act, California Probate Code Section 18501 et seq. ("UPMIFA"), except to the extent TSDF may adhere, from time to time, to more rigorous standards or requirements than those proscribed by UPMIFA. Expenditures from the Fund shall be made in the manner described for endowment funds under UPMIFA Section 18504. TSDF may receive additional irrevocable gifts of property acceptable to TSDF from time to time from Project Proponent and from any other source to be added to the Fund, all subject to the provisions hereof.

2. PURPOSE

Subject to the limitations of paragraph 4 below, the primary purpose of the Fund shall be to support the Conservation Easement Holder in furtherance of the long-term monitoring of the Mitigation Site in accordance with the Agency Agreement and as required by the Conservation Easement. In the event that in the future the Conservation Easement Holder (i) no longer constitutes an organization described in Sections 170( c ) ( 1) or (2) of the Internal Revenue Code, (ii) becomes subject to bankruptcy proceedings under state or federal law, (iii) liquidates and dissolves or otherwise ceases to exist, (iv) fails to submit to Agency and TSDF in a timely manner (or within such reasonable period as determined by Agency and TSDF) the annual income and expense report (the "Expense Report") along with reimbursement to the Fund of any unused funds from any previous distribution(s) and an annual certification, signed by the President or Chief Financial Officer of the Conservation Easement Holder, certifying as to the accuracy and completeness, in all material respects, of the Expense Report and the Conservation Easement Holder's compliance with the requirements imposed upon it under the Agency Agreement (the "Annual Certification"), or (v) proves unable to fulfill substantially all of the duties described in the Agency Agreement as determined by either the Agency or a court of law, then the assets of the Fund shall be applied as described in paragraph 5 below.

3. INVESTMENT OF FUNDS

TSDF shall have all powers necessary or desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund in any manner within the "prudent person" standard and the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporations Code.



#### 4. DISTRIBUTEES

Subject to paragraph 5 below, earnings allocated by TSDF to the Fund shall be distributed exclusively for charitable, scientific, literary or educational purposes or to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended, and of the Revenue and Taxation Code of California. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for a charitable, scientific, literary or educational purpose as described in, or to an organization which is described in, Sections 170( c ) ( 1 ) or ( 2 ), of the Internal Revenue Code of 1986, as amended, and Section 1720 I of the Revenue and Taxation Code of California, or to a government entity acceptable to Agency. Distributions from the Fund shall be within the purposes and procedures of TSDF as contained in its Articles of Incorporation and its Bylaws.

#### 5. DISTRIBUTION

Distributions from the Fund may be made from earnings and so much of the net gains (realized and unrealized) in the fair value of the assets of the Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made to the Conservation Easement Holder or such other permissible distributees and at such times and in such amounts as may be designated by the Agency Agreement, subject to the approval of the TSDF Board of Governors.

Subject to the limitations of Section 18504 of UPMIFA, distributions shall be made each year to the extent needed to cover the Conservation Easement Monitoring Requirements as described in the Conservation Easement; provided, however, TSDF is not, and shall not in the future under any circumstances be deemed to be, a party to either the Conservation Easement, the HCP, or the Agency Agreement. TSDF shall have no liability or responsibility whatsoever for the funding needed to cover such expenses to the extent such funding need is greater than the distributable amount of the Fund. There shall be no requirement that all earnings and net gains be distributed each year; earnings and net gains may be accumulated and added to principal and shall not later be available for distribution.

Distributions shall be made to such distributees of the type described in Section 4 above as may be designated by the Board of Governors of TSDF except as modified in accordance with Section 6 below.

In the event the Agency notify TSDF in writing that the Conservation Easement Holder has misused or diverted any monies from the purposes required by the Agency Agreement or any of the events listed in Section 2 above have occurred, TSDF shall (i) within fourteen days cease making any further distributions from the Fund to Conservation Easement Holder, and (ii) provide Agency with written notice of such misuse or diversion so that TSDF and Agency can take appropriate action.



Without limiting the foregoing, all parties hereto acknowledge and agree that distributions from the Fund are to be made only for the monitoring and enforcement purposes described in Section 2 above, and that the Fund is not intended to provide distributions to address the effects of emergencies or natural disasters.

Unless the Agency Agreement provides that another person or entity shall prepare an annual fiscal report that complies with the requirements set forth in Section 65966(e) of the California Government Code, TSDf shall prepare such an annual fiscal report. Such reports are available via TSDf's website, [www.sdfoundation.org](http://www.sdfoundation.org).

#### 6. CONTINUITY OF THE FUND

If any of the events referred to in Section 2(i), (ii), (iii), (iv), (v) or Section 5 (iii) above occur, TSDf and Agency shall elect a new nonprofit habitat management organization approved by Agency and the TSDf Board of Governors.

The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated for any of the above reasons, TSDf shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- a. are within the scope of the charitable purposes of TSDf's Articles of Incorporation; and,
- b. most nearly approximate, in the good faith opinion of the Board of Governors, of the original purpose of the Fund.

#### 7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of TSDf. All money and property in the Fund shall be assets of TSDf, and not a separate trust, and shall be subject only to the control of TSDf. Pursuant to Treasury Regulations, the Board of Governors of TSDf has the power "to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Governors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served." Treas. Reg. §1.170A-9(e)(11)(v)(B) and (E).

#### 8. COSTS OF THE FUND

Founder understands and agrees that the Fund shall share a fair portion of the total administrative costs of TSDf. The administrative cost annually charged against the Fund shall be determined in accordance with the then current Fee Policy identified by TSDf as the fee structure applicable to Funds of this type. Any costs to TSDf in accepting, transferring or managing property donated to TSDf for the Fund shall also be paid from the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to TSDF.

10. CHARITABLE DEDUCTIONS

TSDF has provided no advice or assurance to Founder as to the tax treatment of the amounts deposited in the Fund. Founder has been advised and given the opportunity to seek independent advice as to such tax treatment.

11. DISCLAIMERS

TSDF shall have no duty of any kind whatsoever to monitor or determine the Habitat Manager's compliance with the LTMP (including, without limitation, the Agency Agreement) other than to accept receipt, annually, of the Expense Report and the Annual Certification. TSDF shall have no liability whatsoever with respect to the performance of any of the obligations of the Habitat Manager under the LTMP (including, without limitation, the Agency Agreement). The responsibility for managing and maintaining the Property is limited solely to the Habitat Manager. TSDF shall have no obligation whatsoever to enforce the terms and provisions of the Agency Agreement. Neither the Agency nor the Habitat Manager are intended as third party beneficiaries of this Agreement.

12. ATTACHMENTS

If checked below, the attachment(s) so designated shall be incorporated by reference herein and hereby made a part of this Agreement as if fully set forth in this Agreement (provided that the applicable attachments are executed by Founder).

Addendum To Fund Agreement for **Brea 57 Lambert Easement Endowment Fund**

Endowment Distribution Election for **Brea 57 Lambert Easement Endowment Fund**

13. CERTIFICATION

Pursuant to California Government Code section 65968(e), TSDF certifies that it meets all of the following requirements:

- a. TSDF has the capacity to effectively manage the Fund;

- b. TSDF has the capacity to achieve reasonable rates of return on the investment of the Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
- c. TSDF uses generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity;
- d. TSDF will be able to ensure that the Fund is accounted for, and tied to, the Property; and
- e. TSDF has an investment policy that is consistent with UPMIFA.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer

Enc.: Program Guidelines



## ADDENDUM TO FUND AGREEMENT

for

### Brea 57 Lambert Easement Endowment Fund

THIS ADDENDUM TO FUND AGREEMENT is dated as of the same date as the Fund Agreement by and between THE SAN DIEGO FOUNDATION (“TSDF”) and **The City of Brea** (“Founder” or “Project Proponent”) and amends and supplements the Fund Agreement as follows:

#### 14. DISPUTE RESOLUTION

A. Mediation. Founder and TSDF agree to mediate any dispute or claims arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys fees, even if they are otherwise available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 14C below.

B. Arbitration of Disputes. Founder and TSDF agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be submitted for neutral, non-binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 20 years of experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Exclusions from this arbitration provision are specified in paragraph 14C below.

C. Exclusions. Any matter that is within the jurisdiction of any bankruptcy court shall be excluded from mediation and arbitration.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Approved by the City of Brea

By: \_\_\_\_\_  
Christine Marick, City Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved by The San Diego Foundation on \_\_\_\_\_.

By: \_\_\_\_\_  
Clifford Schireson  
Interim Chief Administrative Officer



**ENDOWMENT DISTRIBUTION ELECTION  
for**

**Brea 57 Lambert Easement Endowment Fund**

Allocation of earnings are made semi-annually to each Fund in March and September. Earnings are available for distribution semi-annually, annually, or on request after an allocation period. Distributable earnings will remain distributable unless it is requested that the earnings be reinvested. Earnings reinvested become a part of principal and cannot be accessed in the future for distribution.

It is the Conservation Easement Holder's responsibility to request that TSDF end reinvestment in the fund with adequate advance notice. For annual distributions, TSDF must be notified 15 months in advance of requested distribution date. For semi-annual distributions, TSDF must be notified 9 months in advance of requested distribution date.

Please check one of the following: (If no selection is made earnings will be held until distribution is requested by founder(s) or advisor(s)).

- Please distribute the earnings semi-annually. (March and September)
- Please distribute the earnings annually.  
**Circle one:** March or September
- Please hold the earnings until distribution is requested.  
**Please note distributable balance earnings are not credited to the fund.**
- Please reinvest the earnings.  
**Begin distribution: March 2025**

(This selection can be changed at any time, but becomes effective on July 1 and January 1.)

**Approved by the City of Brea**

By: \_\_\_\_\_  
**Christine Marick, City Mayor**

Attest: \_\_\_\_\_  
**City Clerk**



**PROGRAM GUIDELINES**  
**Revised September 2015**

1. The San Diego Foundation. The San Diego Foundation (“TSDF”) is a California nonprofit public benefit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“IRC”). TSDF is recognized as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and operates as a “community trust” under U.S. Treasury Regulations Section 1.170A-9T(f)(11). All contributions to and assets of TSDF are subject to its Articles of Incorporation, Bylaws and Program Policies. TSDF reserves the right to modify the terms and conditions of its Articles of Incorporation, Bylaws and Program Policies at any time.
2. Donor Advised Funds. As a community foundation, TSDF may establish for its donors a “donor advised fund,” which is separately identified by reference to the donor or donors. The fund is owned and controlled by TSDF and the donor or persons appointed by the donor have the privilege of providing advice with respect to the fund’s investments or distributions. TSDF has final authority over the distribution of all grants from its donor advised funds, and reserves the right to decline or modify a grant recommendation that is not consistent with these policies or TSDF’s charitable purposes. Gifts to a donor advised fund are irrevocable.
3. Other Funds. In addition to donor advised funds, TSDF also establishes scholarship funds (discussed below), agency funds (for the benefit of a specified charity), field of interest funds (for a specified charitable purpose) and habitat funds (to administer funds set aside to maintain ecological preserves). Gifts to these funds are irrevocable.
4. Fund Minimums. Generally, a minimum of \$50,000 is required to establish an agency fund and \$25,000 for all other funds.
5. Providing Grant Advice to Donor Advised Funds. Once a donor advised fund has been established and funded, the advisor(s) named in the agreement may recommend distributions to qualified charitable organizations. (TSDF staff will perform due diligence to verify that the organization is a current, qualified charity.) The following rules govern grant recommendations:
  - a. Minimums. Each recommended grant should be for at least \$250.00.
  - b. Procedure. Unless otherwise restricted as an endowment, grants may be recommended out of the original principal, as well as accumulated investment earnings, if any. Grant recommendations can be made at any time during the year, except for designated endowment funds, which make distributions in March and/or September. A maximum of four (4) grants may be made per year from Agency non-endowment funds. Recommendations can be submitted by mail, facsimile or electronic mail. Forms and instructions for making grant recommendations will be provided upon creation of a fund, as part of an advisor orientation process.
  - c. Grant Restrictions. The following restrictions apply to grants:
    - i. No Indirect Benefit. Grants from donor advised funds may not be used to secure any benefit from the grantee for the donor, the advisor or any persons related to them.
    - ii. Enforceable Pledges. Grants from donor advised funds may not be used to discharge or satisfy a charitable pledge or obligation that is legally enforceable against the donor or any other person.
    - iii. Event Tickets. Grants from donor advised funds may not be used to pay for goods or services of value received by the donor, advisor or their family members. For example, grants may not be used to support any charitable event, including fundraising dinners, concerts, auctions, or other benefit functions when the donor would receive a return benefit, such as the benefit of being able to attend a fundraising dinner or event. Further, no grants may be used to pay for any portion of a split or bifurcated disbursement to a charity. A split or bifurcated payment refers to the splitting of a payment to a charity, such as for tickets to an event, into two parts: the deductible portion and the non-deductible portion.
    - iv. Giving to Individuals. Donors may not choose a specific individual to receive a benefit from a grant from a donor advised fund.
    - v. Prohibited Loans & Compensation. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from donor advised funds.



d. Restricted Organizations and Purposes. TSDF will not approve grant recommendations that are for non-functionally integrated Type III supporting organizations; supporting organizations that provide support to organizations controlled by the donor, advisor or related persons; supporting organizations that are controlled by the donor, advisor, or related persons; private non-operating foundations; lobbying, political campaigns or other political activities; or any purpose that is not entirely charitable.

e. Remedial Action. TSDF will take remedial action if it discovers that grants have been made for improper purposes. Remedial actions may include, but are not limited to, a requirement that the recipient charity return the grant and/or termination of the donor's advisory privileges.

f. Anti-Terrorism Provisions. As part of the grant review process, TSDF checks all recommended grant recipients against the Treasury Department's List of Specially-Designated Nationals, other U.S. and foreign government watch lists, and the IRS list of organizations whose tax exemption has been suspended under IRC Section 501(p). TSDF will not approve grant recommendations to organizations that appear on such lists.

6. Scholarship Funds. Scholarship funds may have a scholarship advisory committee. All scholarship advisory committee members must be approved by the TSDF's Board of Governors prior to making the first scholarship awards and thereafter annually. The founder may participate on the scholarship advisory committee, provided that neither the founder nor the founder's designees (related parties) may chair the scholarship advisory committee or in any way control the selection process or constitute a majority of the scholarship advisory committee members. In the event the scholarship advisory committee shall cease to be in existence, the Board of Governors of TSDF shall serve as the advisor of the scholarship fund. All scholarships shall be awarded on an objective and nondiscriminatory basis using procedures that have been approved in advance by the Board of Governors of TSDF and that have been designed to ensure that all such grants meet the requirements of paragraphs (1), (2), or (3) of Section 4945(g) of the Internal Revenue Code of 1986.

7. Income and Estate Tax Deductions. TSDF does not provide any advice or assurance to its donors as to the income tax treatment of amounts deposited in a fund. Donors are advised to seek independent advice as to such income tax treatment.

8. Investments. The fund advisors for endowment funds will have the assets invested in TSDF's Endowment pool. The fund advisors for non-endowment funds with assets in excess of \$25,000 may recommend that the assets of the fund be invested in one of three investment pools (subject to liquidity requirements); information regarding the composition of each investment pool will be provided to the donor at the time the fund is established. Such recommendations are advisory, and TSDF has final authority over the investment of assets in its funds.

9. Fees and Costs. Each fund established at TSDF shall share a fair portion of the total administrative costs of TSDF. The administrative cost annually charged against each fund shall be determined in accordance with the then current fee policy of TSDF as the fee structure applicable to funds of its type. Administrative fees for charitable expenses will be negotiated and incurred based upon the complexity of the transaction. Charitable expenses apply exclusively to Field of Interest or Special Project Funds. In addition, upon receipt of assets upon the death of a donor, a onetime estate fee will be assessed in accordance with the then current fee policy of TSDF. Any costs to TSDF in accepting, transferring or managing property donated to TSDF for a fund shall also be paid from such fund.

10. Provision for Governing Law. These Program Policies, all fund agreements, and any program-related agreement executed by a Donor shall be governed by California law. All gift agreements are deemed to be entered into in the State of California, and all contributions to the TSDF are intended to be administered and managed in the State of California.

11. Confidentiality. All information concerning donors' or prospective donors' gifts, including names of beneficiaries, gift amounts, and other personal information shall be kept confidential unless permission is obtained from the donor to release such information.

**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 06/04/2019  
**SUBJECT:** City Traffic Engineer Annual Contract

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**RECOMMENDATION**

1. Approve Professional Services Agreement with Albert Grover and Associates in the amount not to exceed \$150,000 per year for a period of three (3) years with a maximum of three (3) optional one (1) year extensions; and
2. Authorize City Manager to approve and execute extensions

**BACKGROUND/DISCUSSION**

On April 16, 2013, the City Council approved a Professional Services Agreement with Willdan for City Traffic Engineering Services for a one year period. On April 15, 2014, the contract was amended to extend the contract term for an additional five (5) years. The contract expired on April 15, 2019. The City is currently in a month-to-month contract with Willdan until the new Traffic Engineer assumes his duties.

City Traffic Engineer is responsible for reviewing and evaluating traffic requests, designing and implementing traffic safety enhancements and transportation improvements, coordinating multi-jurisdictional traffic signal synchronization projects, monitoring and overseeing the operations of the Traffic Management Center and reviewing Traffic Impact Reports for private development. The Traffic Engineer works closely with the Community Development, Police and Public Works Departments. The Traffic Engineer will also prepare staff reports and make presentations to the Traffic Committee.

On April 1, 2019, staff issued a Request for Proposal (RFP) to four firms. The intent of the RFP was to select a firm that can provide City Traffic Engineering services over the next four years if the contract extensions are approved. On April 26, 2019, proposals were received from the following four firms in alphabetical order:

- Albert Grover and Associates (AGA)
- Transtech Engineers, Inc.
- W.G. Zimmerman Engineering, Inc (WGZE)
- Willdan

The proposals were reviewed and evaluated based on the firms' relevant experience, qualifications, and scope of services provided. AGA ranked higher than the other firms primarily due to the key personnel they propose to assign for Brea. The assigned AGA staff has relevant traffic engineering and problem solving skills necessary to handle all the day-to-day traffic

engineering functions, and to also handle special projects as assigned. Based on the qualifications of the firm, key personnel, relative experience and detailed work plan, Albert Grover and Associates was selected for the City Traffic Engineer Annual Contract.

AGA has provided excellent service on past projects for the City of Brea and brings a consistency to the new projects moving forward. Past projects include the Birch Street and Imperial Highway Traffic Signal Synchronization projects. These projects involved designing, coordinating and overseeing and managing the synchronization of over 60 signals and collaborating with over six State, County and local agencies. AGA is currently providing Traffic Engineering services to over 30 State, County and local agencies that includes the neighboring cities of Fullerton and La Habra.

AGA has selected Principal Transportation Engineer, Mr. David Roseman, T.E., as the contract City Traffic Engineer, and will be the primary City contact. Mr. Roseman is a registered Traffic Engineer with over thirty years of experience and was the transportation official and City Traffic Engineer for the City of Long Beach for thirteen years overseeing all aspects of transportation, traffic and parking. He regularly attended City Council, Planning Commission, neighborhood and other agency meetings. Mr. Roseman's previous engagements include fourteen years with the City of Los Angeles Department of Transportation (LADOT) where he directed and supervised a staff of engineers and planners in conducting traffic operations and the development and implementation of major transportation improvement projects.

Mr. Roseman will be at City Hall on a part-time basis and is expected to work approximately 12 hours per week. He will make presentations as required to City Council, commissions, committees, businesses, and the public. Executive Vice-President, Mr. Mark Miller, P.E., T.E., P.T.O.E., will provide contract oversight and quality assurance/quality control for all work products. Mr. Miller will assist Mr. Roseman as a technical advisor in conducting traffic investigations and transportation planning tasks on an as-needed basis. In addition, Mr. Miller will fill in for Mr. Roseman should he be unavailable due to vacation or illness.

Staff intends to incorporate Mr. Roseman with the Cliffwood Working Group and other neighborhood traffic management areas Citywide. He would also work with staff on reviewing various development traffic impact studies and update staff on any new industry policies. Mr. Roseman is expected to bring a fresh new view with his talent and professional experience.

### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their May 28, 2019 meeting and recommended to add language to the contract agreement that any hourly rate changes shall be approved by City Council.

### **FISCAL IMPACT/SUMMARY**

Staff proposes to have Mr. Roseman available 12 hours per week at a rate of \$225 per hour for a not-to-exceed annual cost of \$150,000. This annual cost is for day-to-day traffic engineering services. Traffic engineering services related to private development would be paid through the Cost Center funded by the private developers.

Special projects, such as Cliffwood Traffic Calming, would be handled as a separate item and would require a subsequent contract amendment along with an additional appropriation.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

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

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

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**Attachments**

Agreement

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## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 4th day of June 2019, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Albert Grover and Associates (hereinafter referred to as "CONSULTANT"),

### A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of Professional Engineering Design Services for Municipal Traffic Engineering Services ("Contract" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Contract.

(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) Contract: The preparation of Professional Engineering Design Services for Municipal Traffic Engineering 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 Contract.

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

(c) Completion of Contract: The date of completion of all phases of the Contract, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings and oral presentations as set forth in Section II. A.4 of Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A" and "B" 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 maximum sum of one hundred fifty thousand dollars (\$150,000.00) annually for a term of three (3) years with a maximum of three (3) one (1) year options for the performance of the services required hereunder, plus a contingency of zero dollars (\$0.00). 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 Contract scope as defined in Exhibit "B". 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 Contract 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 Contract 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 Exhibits "A" and "B" 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 "B"

hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

(e) Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

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 Contract.

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

(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 Contract 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**

Michael Ho, P.E.  
Deputy Director PW/City Engineer  
1 Civic Center Circle  
Brea, CA 92821

**CONSULTANT REPRESENTATIVE**

Mark Miller, P.E.  
Executive Vice President  
211 Imperial Highway, Suite 208  
Fullerton, California 92835

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

CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: 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

  
\_\_\_\_\_  
secretary

  
\_\_\_\_\_  
Vice President

(two signatures required if corporation)

CITY

\_\_\_\_\_  
City Manager or Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A**





## **CITY OF BREA**

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**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

**(VIA EMAIL)**

### **REQUEST FOR PROPOSALS (RFP)**

#### **Professional Engineering Design Services for Municipal Traffic Engineering Services**

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

#### **Key RFP Dates**

<b>Issued:</b>	<b>April 1, 2019</b>
<b>Written Questions:</b>	<b>April 12, 2019</b>
<b>Proposals Due:</b>	<b>April 26, 2019</b>

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# CITY OF BRE A

PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION

## REQUEST FOR PROPOSALS (RFP) Municipal Traffic Engineering Services

April 2019

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

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

**no later than 2:00 P. M. on April 26, 2019.** Original plus two (2) copies and PDF (on a CD or flash drive) of the proposal shall be submitted in a sealed envelope and marked: "Proposal for Municipal Traffic Engineering Services." **Proposals received after the specified time will not be accepted and will be returned unopened.** Questions regarding this request may be directed to:

**Michael Ho, P.E.**  
**City Engineer**  
**Phone: 714-990-7657**  
**Email: michaelh@cityofbrea.net**

**SECTION I**

**INSTRUCTIONS TO OFFERORS**

## **SECTION I - INSTRUCTIONS TO OFFERORS**

### **A. EXAMINATION OF PROPOSAL DOCUMENTS**

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

### **B. ADDENDA**

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

### **C. CITY CONTACT**

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

**Michael Ho, P.E.  
City Engineer  
Public Works Department - Engineering Division  
City of Brea  
1 Civic & Cultural Center  
Brea, CA 92821-5732  
Phone: 714-990-7657  
Email: michaelh@cityofbrea.net**

### **D. CLARIFICATIONS**

#### **1. Examination of Documents**

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

## 2. Submitting Requests

- a. All questions must be put in writing and must be received by the City no later than 4:00 p.m., **April 12, 2019**.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions – RFP for Municipal Traffic Engineering Services." City is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
  - (1) U.S. Mail or Personal Courier:  
Michael Ho, P.E., Deputy Director of Public Works/City Engineer, Engineering Division – Public Works Department, City of Brea, 1 Civic Center Circle, Brea, California 92821-5732.
  - (2) E-Mail: Michael Ho, P.E., Deputy Director of Public Works/City Engineer, e-mail address is [michaelh@cityofbrea.net](mailto:michaelh@cityofbrea.net).

### • City Responses

Responses from the City will be emailed to proposing firms no later than close of business on **April 18, 2019**. Proposing firms must email their contact email addresses to [michaelh@cityofbrea.net](mailto:michaelh@cityofbrea.net) with the subject title "E-mail notifications for Municipal Traffic Engineering Services."

## E. SUBMISSION OF PROPOSALS

### 1. Date and Time

**Proposals must be submitted at or before 2:00 p.m. on **April 26, 2019**.**

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

### 2. Address

Proposals delivered in person (3<sup>rd</sup> floor receptionist), using the U.S. Postal Service or other means shall be submitted to the following:

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

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

**3. Identification of Proposals**

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

**“Proposal for Municipal Traffic Engineering Services”**

**4. Acceptance of Proposals**

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

**F. PRE-CONTRACTUAL EXPENSES**

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

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

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City;
3. Negotiating with the City any matter related to this proposal; or



4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

#### **G. JOINT OFFERS**

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

#### **H. FEE PROPOSAL**

Submit a Not-to-Exceed Fee Proposal in a separate sealed envelope that includes a breakdown per task as outlined in Section V Scope of Services.

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

#### **I. PREVAILING WAGES**

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

#### **J. INSURANCE REQUIREMENTS**

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

- A. **General Liability Coverage** - \$2,000,000 per occurrence for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

B. **Professional Liability Coverage** - Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least \$2,000,000 for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement.

C. **Worker’s Compensation Coverage**: State statutory limits.

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

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

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

**SECTION II**  
**PROPOSAL CONTENT**

## **SECTION II - PROPOSAL CONTENT**

### **A. PROPOSAL FORMAT AND CONTENT**

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

#### **1. Presentation**

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

#### **2. Letter of Transmittal**

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

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

### **3. Technical Proposal**

#### **a. Qualifications, Related Experience and References of Offeror**

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

Offeror to:

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

**b. Proposed Staffing and Organization**

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

Offeror to:

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

**c. Detailed Work Plan**

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

The Offeror shall:

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

**d. Exceptions/Deviations**

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

**4. Fee Proposal**

The City proposed to issue a contract for a period of three (3) years with the City having the option to extend under the same terms and conditions for a maximum of three (3) one (1) year options.

**5. Appendices**

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

**B. STATUS OF PAST AND PRESENT CONTRACTS FORM**

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



**SECTION III**

**EVALUATION AND AWARD**

## **SECTION III - EVALUATION AND AWARD**

### **A. EVALUATION CRITERIA**

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

- 1. Qualifications of the Firm** - technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.
- 2. Proposed Traffic Engineer and Organization** - qualifications of proposed key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.
- 3. Detailed Work Plan** - thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.
- 4. Fee Proposal** - reasonableness of proposed fees.

### **B. EVALUATION PROCEDURE**

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

### **C. AWARD**

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

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

City Manager or City Council action will be requested by City staff to award contract to the selected Offeror(s).

### **D. NOTIFICATION OF AWARD**

Offerors who submit a proposal in response to this RFP shall be notified regarding the Offeror(s) awarded a contract. Such notification shall be made within seven (7) days of the date the contract is awarded.

**SECTION IV**

**PROFESSIONAL SERVICES AGREEMENT**

**SAMPLE ONLY**

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and \_\_\_\_\_ (hereinafter referred to as "CONSULTANT"),

A. Recitals

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

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

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Contract.

(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) Contract: The preparation of \_\_\_\_\_ 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 Contract.

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

(c) Completion of Contract: The date of completion of all phases of the Contract, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the adoption of \_\_\_\_\_ as set forth in Schedule 1 of Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

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

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A" and "B" 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 maximum sum of \_\_\_\_\_ (\$000.00) for the performance of the services required hereunder, plus a contingency of \_\_\_\_\_ (\$000.00). 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 Contract scope as defined in Exhibit "B". 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 Contract 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 Contract 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 Exhibits "A" and "B" 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 "B"



hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

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

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

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

(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 Contract 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:

<u>CITY REPRESENTATIVE</u>	<u>CONSULTANT REPRESENTATIVE</u>
<u>NAME</u>	<u>CONSULTANT NAME</u>
<u>1 Civic Center Circle</u>	<u>Consultant Address</u>
<u>Brea, CA 92821</u>	<u>Consultant Address</u>

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

12. Independent Contractor: 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

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(two signatures required if corporation)

CITY

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City Manager or Mayor

ATTEST:

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City Clerk

**SECTION V**  
**SCOPE OF SERVICES**

## **SECTION V – SCOPE OF SERVICES**

### **OVERALL GOAL**

To retain a highly qualified and professional registered Traffic Engineer to serve as the City Traffic Engineer.

### **KEY RESPONSIBILITIES:**

- Perform, and coordinate traffic engineering work involving the design and installation of transportation facilities such as traffic lighting, traffic control devices, bikeways, streets, parking facilities, and other vehicular and pedestrian traffic systems.
- Provide general direction to traffic engineering staff and coordinate all issues needing Council approval or policy direction for the division.
- Assign work activities, Contracts and programs; monitor work flow review and evaluate Contracts, methods and procedures.
- Coordinate engineering activities with those of other departments, governmental agencies and other outside organizations; resolve problems and complaints.
- Supervise the design and checking of plans and specifications for traffic channelization, traffic signals, street and safety lighting, detours, parking facilities, and other methods of controlling traffic flow and providing for traffic safety in accordance with established city standards; review and sign plans; review and approve plan revisions.
- Negotiate complex agreements. Prepare, review, and interpret agreements and contracts and prepare for signature.
- Serve as lead support staff member for Traffic Committee and any related Traffic Committee item.
- Perform highly complex traffic engineering work in the design, construction, and maintenance of transportation related facilities; to supervise and coordinate transportation related public works Contracts; and to do related work as assigned.
- Coordinate activities with other departments, governmental agencies and other outside organizations; provide technical and administrative staff assistance.
- Work with private development engineers and contractors to review plans and coordinate work involving traffic systems in privately constructed residential, commercial, and industrial Contracts.
- Coordinate and/or participate in overall transit planning, long-range transportation planning, special planning/development studies and overview of private development traffic impacts.
- Perform field inspections of the traffic system elements of Contracts prior to, during, and upon completion of construction.
- Collect, analyze data, conduct special studies, and perform other work necessary to maintain an up-to-date inventory of traffic control devices, streets, and related transportation elements.
- Prepare written reports on traffic engineering-related Contracts. Represent the city in the community and at professional meetings as required.

- Coordinate traffic engineering-related activities with other city departments and divisions, and with outside agencies.
- Direct and participate in the preparation and evaluation of technical studies, reports and analyses related to engineering services; analyze and evaluate study results and implement findings.
- Serve as a member of committees as assigned.
- Oversee adjustment to traffic signal timing patterns and development of system enhancement.
- Select, train, motivate, supervise and maintain a high level of efficiency among assigned staff.
- Perform related duties as assigned.

#### QUALIFICATIONS:

- To perform a job in this classification, an individual must be able to perform the essential duties as generally described in the specification. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties in a specific job. The requirements listed below are representative of the knowledge, skill and/or ability required.

#### KNOWLEDGE OF:

- Advanced traffic engineering principles and practices as applied to private developments and municipal public works.
- Techniques for preparing designs, plans, specifications, reports, and recommendations related to public works Contracts.
- City policies and procedures governing engineering operations.
- Applicable federal, state and local laws, rules and regulations, policies and procedures related to the engineering, development and construction of Contracts.
- Principles, practices and techniques of public administration including budget and personnel administration.
- California laws and regulations pertaining to traffic.
- Perform technical traffic engineering work of a complex nature.
- Communicate clearly and concisely, orally and in writing.
- Interpret applicable laws, rules and regulations.
- Prepare and analyze technical reports, statements, contracts and legal documents.
- Maintain effective work relationships with staff, other governmental agencies, contractors and the general public.

#### LICENSE

Possession of a valid license as a Traffic Engineer issued by the State of California Board of Registration for Professional Engineers.

**SECTION VI**

**STATUS OF PAST AND PRESENT CONTRACTS FORM**



## Status of Past and Present Contracts Form

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

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

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT B**

# Technical Proposal

to Provide Professional Engineering Design Services  
for Municipal Traffic Engineering Services



Submitted  
April 26, 2019



ALBERT  
GROVER &  
ASSOCIATES



April 26, 2019

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

**Re: Proposal for Municipal Traffic Engineering Services**

Dear Mr. Ho:

Albert Grover & Associates, Inc. (AGA) is pleased to respond to the City of Brea's Request for Proposals (RFP), dated April 1, 2019, to provide municipal traffic engineering services. It is our understanding that the City did not issue any answers to questions or Addenda related to the issuance of the RFP. In accordance with the RFP, please find enclosed one original, two hard copies, and one electronic copy of this proposal. Our fee proposal is provided in a separate sealed envelope.

As a full-service transportation engineering firm with 22 professionals all working out of our offices located in Fullerton, we are not proposing to use any subcontractors to fulfill the traffic engineering needs of the City. In accordance with the RFP, we hereby provide the following firm identification:

Firm / Offeror:	Albert Grover & Associates, Inc. 211 Imperial Highway, Suite 208 Fullerton, CA 92835 Office: (714) 992-2990 Fax: (714) 992-2883
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We at AGA are truly excited about this opportunity to provide the City with a contract City Traffic Engineer and make available to the City various as-needed traffic engineering services. AGA has had a contractual relationship with the City since 2012 conducting a variety of traffic signal related services on a project-by-project basis. We look forward to expanding our relationship with the City to provide the same continuous services as we currently provide for its neighboring cities of Fullerton and La Habra.

With this submittal, AGA proposes to offer Mr. David Roseman, AGA's Principal Transportation Engineer, as the contract City Traffic Engineer in a service delivery model that he currently provides to the City of Cypress. As the contract City Traffic Engineer for the City of Cypress, he is regularly scheduled to be at his City Hall office two half-days a week, but he is available five days a week by phone, email, and in person for meetings or to respond to requests from staff, City leaders, and the public. In this role, he is supported by a talented group of professionals at AGA's offices which can perform a wide variety of complex engineering and planning tasks

**TRANSPORTATION CONSULTING ENGINEERS**

211 Imperial Highway, Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: [aga@albertgrover.com](mailto:aga@albertgrover.com)

Mr. Michael Ho  
April 26, 2019  
Page 2

quickly, efficiently, and cost effectively. This professional service delivery model provides the City with access to an experienced industry leader who was the top transportation official for one of the largest cities in the nation for over 13 years with the support and backing of a full-service transportation firm. There is no project, task, or assignment that is too large, too small, too simple, or too complex for Mr. Roseman and his team of professionals to successfully complete for the City.

Mr. David Roseman and I are looking forward to working together with the City of Brea serving as its municipal traffic engineering service provider. As the Executive Vice President of AGA, I will be the primary City contact during the proposal evaluation period. I am duly authorized to negotiate scope and fee with the City and to contractually bind the firm. My contact information is provided under my signature on this letter. The pricing outlined in the Fee Proposal will remain valid for a minimum of 90 days from the date of this letter.

I have also reviewed the terms of the City's Professional Services Agreement and the RFP's insurance requirements and hereby, on behalf of the company, accept the terms and conditions in their entirety as set forth in the RFP. With my signature below, I do hereby attest that all information presented in this proposal is true and correct. If you have any questions or require clarification on any aspect of this submittal, please don't hesitate to give me a phone call at the number indicated below.

Respectfully submitted,

ALBERT GROVER & ASSOCIATES



Mark Miller, P.E.  
*Executive Vice President*  
Albert Grover & Associates, Inc.  
211 Imperial Highway, Suite 208  
Fullerton, California 92835  
*Mark@AlbertGrover.com*  
(714) 992-2990

Proposals\Brea\Traffic Engineer 2019\Technical Proposal\Brea Proposal Cover Letter.docx





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## SECTION A

### QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

The City of Brea has requested that qualified consultants submit written responses to their Request for Proposal (RFP) for the selection of a firm to provide a qualified City Traffic Engineer and related on-call municipal traffic engineering services. Albert Grover & Associates, Inc. (AGA) has multiple registered engineers that can fulfill the role of a City Traffic Engineer and sufficient support staff to provide the full range of professional traffic engineering services as described in Section V of the RFP. AGA has been providing similar services for cities across Southern California for more than twenty-five years.

AGA provides on-call traffic engineering services to municipalities throughout Southern California. Our engineers and technicians possess all the necessary qualifications and experience to ensure successful outcomes for the City be it a simple traffic investigation, a politically charged development project, a multi-agency project, or a complex traffic systems challenge. AGA is not a firm that only provides labor to accomplish designated tasks; rather, AGA provides a high level of intellectual support to accomplish client objectives. AGA's unique blend of Civil Engineers, Traffic Engineers, and skilled technical field maintenance/monitoring personnel provides a synergy that typically results in success beyond expectations.

The AGA team proposed for the City of Brea possesses all of the necessary qualifications and experience required to successfully provide the traffic engineering services anticipated by the City. We fully understand the importance to the City of dealing with the development, implementation and coordination of various traffic and transportation engineering projects, as well as managing projects ranging from day-to-day parking and traffic complaints to long-range planning issues. AGA Staff have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff.

#### A1. FIRM PROFILE

Founded in 1993, AGA is a California corporation and certified Small Business Enterprise (SBE) with 22 employees, all of whom are located at the company office in Fullerton. The majority of our employees have been with the company for at least five years, which is a good indication of the stability of our work force, while senior management personnel have worked together since the firm's incorporation.

AGA is a multidiscipline engineering firm specializing in municipal and transportation engineering. Through the utilization of today's most sophisticated computer-aided equipment by highly skilled and experienced professional engineers and technicians, AGA is able to provide its clients with quality, cost effective professional services in a timely manner. Our success can be attributed to the firm's commitment to provide clients with personalized, quality service. our services are not just routine, but rather the application of experience and knowledge to first properly identify a problem, then provide the most appropriate and cost-effective solution. Each project is carried out with the highest degree of professionalism with a dedication to satisfy the client's need. We offer services ranging from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us as forerunners in the total service concept.





Our wide range of offered services can be divided into six primary areas of expertise: onsite City Traffic Engineering staffing, traffic engineering, transportation planning, transportation design, traffic signal operations, traffic signal systems and communications support. We are perhaps best known for our expertise and extensive experience in the field of multijurisdictional traffic signal coordination. AGA personnel, many of whom are former governmental employees, have provided professional engineering services to clients ranging from design and construction management of multi-million-dollar freeway interchange projects to minor parking studies for new developments that may cost only a few thousand dollars. Whatever the project, our management approach is to intelligently approach the project so that we can quickly and efficiently produce a quality work product that exceeds the expectations of the client.

## **A2. FIRM'S HEALTH AND STABILITY**

AGA has been recognized as one of the most successful architectural, engineering, planning, and environmental consulting firms in the country, having been named as one of the Top 200 "Hot Firms" nationwide, as recognized by ZweigWhite in 2008 and again in 2010. As a recognized leader in the transportation field, AGA is an independent privately-owned company that is financially sound with ample reserves. AGA has not had any contract terminated by any public agency or private client nor has it been a party to any legal or collections actions. There are no foreseen conditions that could impede AGA's ability to provide the requested professional services over the anticipated three-year contractual term.

## **A3. FIRM'S EXPERIENCE PROVIDING SIMILAR SERVICES TO OTHER MUNICIPALITIES**

For the past twenty-five years AGA's approach to on-call services and projects is to do more than simply provide labor or prepare design plans and traffic signal timing – *we actually improve traffic operations and safety in everything we touch!* We are not a firm that simply provides labor to complete client designated tasks; rather, we provide a high level of intellectual support to accomplish client objectives. Our unique blend of civil engineers, traffic engineers, and skilled traffic signal system and communications technicians provides a synergy resulting in successful projects and outcomes where other consulting firms have faltered or failed. Typically, AGA's completed projects result in success beyond client expectations.

The City of Brea would be hard pressed to find another consultant with such extensive municipal traffic engineering, traffic operations, and transportation planning. As a matter of fact, AGA is currently under contract with three Southern California counties and numerous municipal jurisdictions for a variety of projects ranging from on-site staffing, to traffic signal improvement projects, to traffic signal monitoring, to on-call planning and engineering services. Additionally, our experience completing traffic signal improvement and synchronization projects is quite extensive having retimed more than 6,000 traffic signals for cities and counties throughout Orange, San Bernardino, Riverside, and Los Angeles counties. AGA has provided an on-site City Traffic Engineer for the City of Fullerton for more than fifteen years and our staff currently fulfills that same role for the cities of Cypress, San Dimas, and Victorville. In addition, AGA is on-call and has current task orders or recently executed contracts with Los Angeles County Department of Public Works, Orange County Transportation Authority, and the cities of Long Beach, Torrance, Burbank, Irvine, Costa Mesa, Huntington Beach, La Habra, Montclair, and Norco.

### **AGA's On-Call Contracts with Other Cities**

Following is a list of cities and other governmental agencies for which, over the last five years, AGA has provided traffic engineering services similar to those which have been requested by the City of Brea:





- County of Los Angeles
- County of Orange
- Orange County Transportation Authority (OCTA)
- San Bernardino Associated Governments (SANBAG)
- City of Carson
- City of Cerritos
- City of Glendora
- City of Long Beach
- City of San Dimas
- City of Torrance
- City of West Hollywood
- City of Brea
- City of Buena Park
- City of Costa Mesa
- City of Cypress
- City of Fountain Valley
- City of Fullerton
- City of Huntington Beach
- City of Irvine
- City of La Habra
- City of Placentia
- City of Seal Beach
- City of Chino
- City of Highland
- City of Indio
- City of Loma Linda
- City of Montclair
- City of Norco
- City of Rancho Cucamonga
- City of Rialto

**AGA's Experienced Staff Makes the Difference**

The staff at AGA has extensive municipal experience as both agency employees and as contract City Traffic Engineers. It is this experience that has been invaluable in helping our staff quickly and efficiently identify and meet the needs and desires of cities across Southern California. We have long represented the cities of Montclair, La Habra and Fullerton at various State and Regional Transportation functions, meetings, workshops, seminars, etc., and have helped establish both operational and Capital Improvement Program (CIP) budgets for these and other cities. Additionally, our engineers have served on various state and federal committees which established the framework and engineering procedures and practices found in the Highway Capacity Manual and the Manual on Uniform Traffic Control Devices. Staying abreast of the latest policy activities at both the state and federal levels is an important aspect of attracting grant funding and developing local programs, policies, and procedures.

Our staff completely understands the necessity of balancing the economic advantages of increased development and redevelopment projects with the potential negative impacts to traffic flow and circulation of such projects, and have managed to develop mitigations that are both technically and economically feasible for projects ranging from a gas station with a convenience market to a 1.25 million square feet retail mall. A key example of such balancing is the proposed expansion of Montclair Plaza, wherein the transportation infrastructure improvements required to allow mall expansion in turn resulted in significantly improved mall access and attendance and subsequent increases in sales tax revenue for the City.

At AGA our staff stays attuned to both the overall direction and the specific requirements of the City staff and the City Council. We do not go blindly off on investigations or projects without gaining a complete and deep understanding of the task at hand, the politics at play, and the staffs anticipated outcome. Because of our extensive experience in providing similar services to other cities and our staff's knowledge of current traffic engineering best practices, we can anticipate public expectations and apply state-of-the-art traffic engineering approaches and methodologies in our work. By combining political acumen with latest traffic

engineering schools of thought, our staff can deliver comprehensive analysis and recommendations to the City that are typically well received by politicians, businesses, and the public.

#### **A4. WORKING WITH OTHER GOVERNMENT AGENCIES**

At AGA's we foster ongoing positive relationships between our staff and the staff at Caltrans and other regional agencies. These relationships are especially important relative to regional project coordination, freeway management, and obtaining grant funding. AGA's traffic engineers have successfully negotiated with Caltrans and county agencies on the behalf of various cities to innovatively address traffic challenges, share resources, and complete regional projects. A good example of how AGA builds relationships is our traffic signal coordination work with both SANBAG and OCTA where AGA engineers have retimed thousands of traffic signals over more than fifty cities to provide improved traffic operations along regional corridors. For one such project, Antonio Parkway in south Orange County, AGA engineers came up with a shared communications scheme between the City of Rancho Santa Margarita, County of Orange, and Caltrans to install a joint fiber optic communications pathway along the ten-mile corridor between Ortega Highway and Santa Margarita Parkway for joint use of all three agencies. The project significantly improved traffic operations and saved the agencies millions of dollars if they had each constructed their own communications systems. Likewise we worked collectively with the City of Indio and Caltrans to design interim improvement projects at the I-10/Jackson Street and I-10/Monroe Street interchanges to dramatically improve traffic flow at the two interchanges. It is the relationships that our staff have built with regional agencies that will significantly benefit the City in its attempt to coordinate regional projects within and near its borders.



#### **A5. SUBCONTRACTORS**

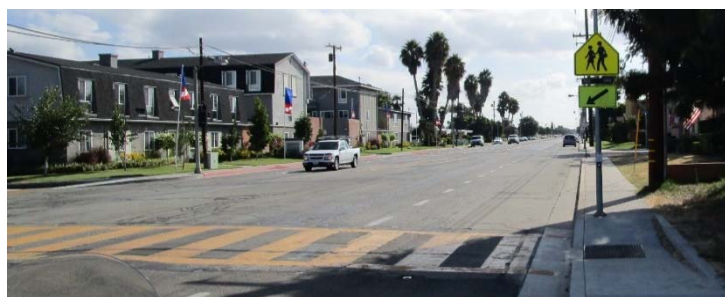
AGA is a full-service traffic engineering firm with sufficient staff resources to provide the City with all the services outlined in the RFP. Therefore, AGA does not propose to use the services of any other subcontractors or vendors in the provision of professional traffic engineering services for the City.

#### **A6. FIRM'S REFERENCES**

AGA currently provides professional traffic engineering staff for the cities of Fullerton, Victorville, Cypress, and San Dimas. Additionally, we provide professional on-call traffic engineering support services for the cities of La Habra, Montclair, Highland, Cerritos, Long Beach, Torrance, Huntington Beach, Costa Mesa, Newport Beach, Norco, and others. With such an extensive list of clients it can be difficult to choose just a few for the City to consider. Therefore, based on the RFP's requirement that we provide a list of three client references, we have chosen to provide four reference clients for which AGA is currently providing similar traffic engineering services. In accordance with the RFP, each municipal reference provided includes the client name, title, and contact information. Also included is a detailed description of the services provided, the current AGA service lead, and how long services have been provided to that City. We encourage the City of Brea to contact the individuals listed to confirm the technical accuracy, quality, timeliness, and professionalism of our work products, as well as the creativity and customer service provided by our staff.

**Client:** CITY OF CYPRESS  
**Service Lead:** David Roseman  
**Services Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 2005. Mr. Roseman currently serves as the contract City Traffic Engineer reporting to the City Engineer. Mr. Roseman is staff to the Transportation Commission and he regularly represents the City to the public and at inter-agency meetings. Over the years, on-call traffic engineering services provided to the City have included the conduct of Engineering & Traffic Surveys, crossing guard evaluation studies, school safety studies, transportation fee nexus studies, safety investigations, warrant studies, transportation design services and presentations to the Traffic Commission and City Council.  
**Contact:** Mr. Kamran Dadbeh, P.E., City Engineer  
kdadbeh@cypressca.org (714) 229-6756

**Client:** CITY OF FULLERTON  
**Service Lead:** Mark Miller  
**Services Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1998. Mr. Miller has fulfilled the role of contract City Traffic Engineer since 1998. Mr. Miller regularly attends and presents at the Traffic Commission, Planning Commission, City Council, and public meetings as a staff representative. Other on-call traffic engineering services provided to the City include development and maintenance of a citywide transportation model; recommending modifications to the City's General Plan Circulation Element; conducting/reviewing traffic impact studies for proposed developments; conducting capacity/level of service analyses; conducting citywide radar speed surveys; preparing PS&E for transportation projects; designing and modifying traffic signal installations; designing geometric plans, designing bicycle and pedestrian improvement projects; overseeing construction; preparing, developing, implementing and fine-tuning signal timing and coordination plans; developing parking management plans; preparation/plan checking traffic control plans; conducting neighborhood traffic studies; and various other tasks. AGA is also under contract to monitor and operate the City's traffic signal control system remotely from its offices.  
**Contact:** Mr. Dave Langstaff, Traffic Engineering Analyst  
davel@ci.fullerton.ca.us (714) 738-6864



School crossing design

**Client:** CITY OF MONTCLAIR  
**Service Lead:** David Roseman  
**Services Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1993. Services provided includes presentations at the Traffic Commission, Planning Commission and/or City Council meetings; development of a focused traffic forecast model to generate peak hour turning movement volumes, and determination of LOS and required mitigation measures; traffic signal warrant analyses; traffic signal designs; traffic impact analyses; preparing grant applications; developing traffic signal timing; representation at countywide inter-governmental meetings; construction management and contract administration. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.  
**Contact:** Mr. Noel Castillo, Public Works Director/City Engineer  
Ncastillo@ci.montclair.ca.us (909) 626-8571

**Client:** CITY OF LA HABRA  
**Service Lead:** Greg Wong  
**Services Provided:** AGA has provided on-call traffic engineering and transportation planning services to the City since 1993. Services provided include presentations at the Traffic Commission, Planning Commission and City Council; traffic signal warrant analyses and subsequent traffic signal designs; residential and school traffic studies; traffic impact analyses; development of press releases and videos for local cable television relative to various traffic engineering issues; preparing grant applications; representation at regional governmental meetings; contract administration and construction management. AGA is also under contract to monitor and operate the City's traffic signal control system from our offices.  
**Contact:** Mr. Michael Plotnik, Traffic Manager  
mplotnik@lahabraca.gov (562) 383-4162



Bulb-out design



## SECTION B

### PROPOSED STAFFING AND ORGANIZATION

AGA proposes to utilize key senior staff members to lead each assignment or task under the contract. AGA's Principal Transportation Engineer, **Mr. David Roseman, T.E.**, is proposed as the contract City Traffic Engineer, and will be the primary City contact and conducting, or directing, the day-to-day work under the proposed contract. Mr. Roseman will be at City Hall regularly and he will make any required presentations to City staff, the City Council and other political bodies, businesses, and the public. Executive Vice-President, **Mr. Mark Miller, P.E., T.E., P.T.O.E.**, will provide contract oversight and quality assurance/quality control for all work products. Mr. Miller, will assist Mr. Roseman as a technical advisor in conducting traffic investigations and transportation planning tasks on an as-needed basis. In addition, Mr. Miller will fill in for Mr. Roseman should he be unavailable due to vacation or illness. It is under this same organizational arrangement that AGA provides services to the City of Cypress. In the City of Fullerton Mr. Roseman and Mr. Miller's roles are reversed with Mr. Roseman in the advisory role and Mr. Miller in the contract City Traffic Engineer role.

While our Project Manager, Mr. Roseman, will be the person most commonly found at City Hall providing the majority of the day-to-day advice and expertise required by the City, our entire project team will be available on an on-call basis to serve the City. By having recognized experts in each sub-discipline just a phone call away, the City will have access to those individuals most knowledgeable in the specialty areas of traffic engineering and transportation programs and operations. AGA team members will also be available for conducting field investigations, traffic studies and analyses, and assisting with the management of the City's traffic control system as needed. Team members can also be made available to attend meetings at City Hall or off-site during the work day or in the evening with City staff, businesses and the public as required.

#### **B1. QUALIFICATIONS OF PROPOSED CITY TRAFFIC ENGINEER**

AGA proposes to provide Mr. David Roseman, Principal Transportation Engineer, as service lead or City Traffic Engineer for the City of Brea. Mr. Roseman is a registered Traffic Engineer with over thirty years of experience and he is no stranger to public service and municipal engineering. Prior to joining AGA in 2015, Mr. Roseman was the top transportation official and City Traffic Engineer for the City of Long Beach for thirteen years overseeing all aspects of transportation, traffic and parking. He regularly attended City Council, Planning Commission, neighborhood and other agency meetings. Mr. Roseman's previous engagements include fourteen years with the City of Los Angeles Department of Transportation (LADOT) where he directed and supervised a staff of engineers and planners in conducting traffic operations and the development and implementation of major transportation improvement projects.

Mr. Roseman has experience in all aspects of transportation, traffic and parking, including traffic control device placement, traffic signal design and operations, geometric street design, transportation improvement projects, work area traffic controls, traffic calming, bicycle and pedestrian facilities, on-street parking regulations, development review and coordination, oversight of transportation grants and funds, inter-agency coordination, oversized and overweight truck permitting, and the operation and management of off-street parking facilities. Mr. Roseman has also been a representative on the Board of Directors for Long Beach Transit and the City of Long Beach's Pedestrian Safety Advisory Committee, and has served on a variety of Committees for both Los Angeles METRO and Gateway Cities Council of Governments. Some of his key accomplishments include implementation of the nation's first multi-agency adaptive traffic control system;

returning the City of Long Beach's off-street parking facilities to profitability; implementation of various innovative bicycle facilities from separated bike lanes to cycle tracks, to bike boxes; implementation of the Anaheim Transportation Enhancement Project which provides enhanced transit stops and transit priority for buses; and the implementation of several innovative traffic signal operation projects from countdown pedestrian indications, to specialized programming to reduce speeding in neighborhoods, to flashing yellow arrow operations to improve mobility and address elevated accident rates.

## **B2. RESUMES OF PROPOSED CITY TRAFFIC ENGINEER AND KEY PERSONNEL**

A summary of the qualifications and availability of each of the staff members proposed to provide professional engineering services to the City under a contract can be found in the Staff Qualifications and Availability Table, which is located in **Attachment A** along with full resumes for Mr. Roseman, Mr. Miller, Mr. Wong, and Mr. Perales. Since a summary of Mr. Roseman's qualifications was provided in Section B1, a summary of qualifications of each of the remaining three key personnel or task leaders, as identified by the green boxes of the Service Delivery Organization Chart found in Section B4 are also provided below:

**Mr. Mark Miller, Executive Vice President**, is a registered Civil and Traffic Engineer, as well as a certified Professional Traffic Operations Engineer with more than 40 years' experience. He has completed numerous traffic and transportation engineering projects and studies ranging from traffic signal and striping designs to review of traffic impact studies to speed zone surveys to warrant analysis for removal of midblock crosswalks, and has made many presentations to Traffic and Planning Commissions and City Councils. Mr. Miller previously served as the City Traffic Engineer for the City of Pomona where he was responsible for a \$3,000,000 operations and capital improvement budget and managed 14 subordinates in the traffic engineering division. His responsibility included preparation of the traffic and transportation engineering budget, street light assessment districts and parking districts. He was responsible for the maintenance of over 120 traffic signals, 8,000 street lights and over 300 miles of pavement markings and signing and made numerous presentations to commissions, councils and neighborhood groups. Prior to working in Pomona, served as Assistant Traffic Engineer for the City of Pasadena for several years. Mr. Miller is a thirteen year member and Past President of the City Traffic Engineers Association. While with that organization, one of his key accomplishments was conducting workshops for various Traffic Commissions and Planning Commissioners from throughout Southern California to educate them on various aspects of traffic engineering. Mr. Miller presently spends 8 hours per week serving as the contract City Traffic Engineer for the City of Fullerton, conducting a wide assortment of tasks very similar to those anticipated in the City.

**Mr. Greg Wong, Senior Transportation Engineer**, will assist Mr. Roseman in conducting intersection control studies, warrant analysis, safety studies, and accident analysis. Mr. Wong and his team are also skilled at assessing land development projects, conducting trip generation studies, reviewing traffic impact analysis, and using a variety of traffic modeling software for both transportation planning and traffic signal operations purposes. Mr. Wong's eighteen years' of planning and analysis experience includes work in capacity and level of service analysis, environmental impact report review and analysis, parking studies, and traffic impact study preparation and review. He has worked extensively on timing plan development utilizing a variety of traffic engineering software, including PASSER, WEBSTER and Synchro. Mr. Wong recently was instrumental in developing timing plans for 260 signals on 25 arterials in west Orange County, and assisted in timing plan development for several projects in the City of Fullerton. In addition to his timing development projects, Mr. Wong has provided transportation planning services for a variety of projects such as land developments, site analyses, traffic impact studies/analyses, parking and circulation analyses, and traffic



forecasting and modeling. Mr. Wong has also been responsible for annual CMP monitoring in both Montclair and Upland. Prior to working for AGA, Mr. Wong worked for both the City of Los Angeles and the County of Los Angeles.

**Mr. Ruben Perales, Senior Design Engineer**, is a registered Civil Engineer and will assist with traffic and transportation design related projects and tasks, including traffic signal design and/or traffic signal modification projects; traffic signal signing, striping, and detour plan preparation and/or plan checking; and communications design. Mr. Perales and his team would also provide traffic operations support to the City through the monitoring and implementation of traffic signal timing and oversight of the City's Traffic Management Center. Mr. Perales joined AGA in September 2005 as a Transportation Engineering Assistant. While with AGA, Mr. Perales has been working on conceptual improvement plans, intersection level of service analyses, signal design and signal modification plans, fiber optic communication plans, signal coordination plans, citywide speed surveys, signing & striping plans and street lighting. He has prepared plans for Caltrans, other government agencies such as the County of Los Angeles, Cities of Indio, Calimesa, and Fullerton, and for various private developers such as Home Depot and Walmart. He has conducted field topographic surveys in order to develop design plans to improve intersection safety and update signal hardware to current standards. He is very familiar with AutoCAD, Microstation and Crossroads software and various Microsoft applications. Mr. Perales previously worked for the City of Upland Traffic Division where he prepared street improvement/striping/traffic control plans; initiated work orders for removal and installation of traffic signs; striping modifications; retrieved accident reports and collision diagrams utilizing the Crossroads software program; set up traffic counters and compiled count data; calculated traffic volumes; conducted traffic signal warrant analyses; and provided "counter service."

**B3. ROLES AND RESPONSIBILITIES OF KEY PERSONNEL**

In accordance with the RFP, the Staff Qualifications and Availability Table found in Attachment A provides key information on all staff proposed to work for the City under the contract. Information related to their length of time with AGA, their current title, proposed assignment for this contract, and availability is provided. As such Mr. Roseman will be the principal contact with the City, he will be available in person to the City Engineer and other City staff as needed, and he will attend all meetings as requested. Mr. Roseman will also make all presentations needed to inform, advise, and articulate the City's position on traffic and transportation matters. However, in order to provide the City with the most efficient and effective municipal traffic engineering services, we have identified key senior staff members who would be responsible for possible work tasks as outlined in the RFP. Mr. Roseman will remain the responsible engineer for the day-to-day direction of all work conducted under the contract, and it is likely that he will complete many tasks directly during the normal course of his duties as a contract City Traffic Engineer. However, for those more complex, technically challenging or involved assignments, it is likely that he will be supported by the following individuals in the completion of work assigned by the City:

**POSSIBLE WORK TASK**

- Multi-Way Stop Warrant Analysis
- Traffic Signal Warrant Analysis
- Safety Studies / Accident Analysis
- Review of Land Development Projects
- Traffic Signal Design

**KEY STAFF MEMBERS**

- Greg Wong, P.E.
- Greg Wong, P.E.
- David Roseman, T.E.
- David Roseman, P.E.
- Ruben Perales, P.E.



Signing and Striping Plans	Ruben Perales, P.E.
Review of Temporary Traffic Control Plans	Ruben Perales, P.E.
Alternative Transportation Projects (Bicycling/Transit/Walking)	David Roseman, P.E.
Trip Generation Studies / Traffic Impact Studies	Greg Wong, P.E.
Traffic Modeling	Greg Wong, P.E.
Traffic Signal Timing	Greg Wong, P.E.
Traffic Signal Control System Support	Ruben Perales, P.E.
Technical Presentations / Agency Meetings	David Roseman, T.E.
Technical Advisor / Expert Witness	David Roseman, T.E.
Other As-Needed Traffic Engineering Tasks	David Roseman, T.E.

All other related traffic engineering services not identified above will be the responsibility of Mr. Roseman.

**B4. ORGANIZATION CHART**

AGA's staff has a broad background in providing all of the services requested by the City of Brea. Many members of our staff have been working together as a team for over five years, completing a variety of engineering projects for both private and public sector clients covering all areas of expertise potentially required by the City. Our proposed team, who all work out of our Fullerton office, will be lead up by the firm's Principal Transportation Engineer, **Mr. David Roseman, T.E.**, who has been designated as the responsible service lead for AGA and will serve as the contract City Traffic Engineer, for all work conducted under the proposed contract. As such, he will remain in charge throughout the contract period and he will be the primary point of contact with the City. **Mr. Mark Miller, C.E., T.E., P.T.O.E.**, Executive Vice President, will provide as needed support to Mr. Roseman and be responsible for QA/QC of all work products provided to the City. In addition, Mr. Miller will also serve as Project Advisor to Mr. Roseman and the City and will fill in for Mr. Roseman if he is unavailable. In addition to Mr. Roseman and Mr. Miller, the full capabilities of AGA's engineering, planning, and technical staffs will be made available to the City based on each individual's expertise, thereby optimizing the services provided in an expeditious and economic manner. AGA's proposed service delivery organization chart is provided on the following page.

**B5. AFFIRMATIVE STAFFING STATEMENT**

It is expressly understood by AGA's executive management team that the experience, knowledge, capability and reputation of Mr. Roseman, Mr. Miller, Mr. Wong, and Mr. Perales, as proposed here within as key personnel, were a substantial inducement for the City to enter into an agreement for municipal traffic engineering services. Therefore, Mr. Roseman, Mr. Miller, Mr. Wong, and Mr. Perales will be made available to the extent outlined in this proposal for the duration of the contract. Furthermore, such key personnel shall not be removed or replaced without the prior written concurrence of the City. AGA further commits that Mr. Roseman will remain responsible for directing all activities of the firm with respect to the provision of municipal traffic engineering services for the duration of the contract and he will devote sufficient time to provide the City with adequate support and he will personally supervise any services provided by others of the firm.





# SERVICE DELIVERY ORGANIZATION CHART



## SECTION C WORK PLAN

At AGA we believe that the most effective way to practice municipal traffic engineering is to have seasoned senior level staff members be hands-on in the assessment and direction of work tasks. It is more efficient and cost effective to have an experienced traffic engineer who can quickly observe and assess situations and issues on-site to provide quick and accurate advice or to set the course for a study or traffic design. Many other firms rely on junior or mid-level staff to attend meetings, speak with constituents, conduct field investigations, and set direction on designs or studies. Typically, in such organizations senior level staff primarily remains in the office in more of a contract management or oversight role. Such an arrangement offers an initial low cost but typically results in delays, less than optimum design, a lack of innovation, and rework costing significantly more in the long term. The AGA approach gets our experienced senior staff out of the office to interact with City staff and the public to quickly get to the root of safety, planning, design, or operational issues and concerns. By putting our best and most experienced front and center, issues and concerns are quickly addressed and good decisions can be made without the need for delays that less experienced staff need to research or study the problem and potential solutions.

### Understanding the City's Needs

It is our understanding that the City of Brea needs an experienced contract City Traffic Engineer capable of delivering a wide range of professional traffic engineering services. The ideal candidate would possess proficiencies that included but were not limited to traffic control and safety studies, development review, transportation design, temporary traffic control plans, alternative transportation programs, transportation planning, and traffic signal operations and management. The City's diverse composition of residential neighborhoods, regionally attractive retail along busy arterial corridors, and rural mountainous areas creates a unique set of transportation challenges. Our proposed contract City Traffic Engineer has the necessary experience to address not only the big city urban challenges of moving traffic safely on congested arterials, but also the experience to address neighborhood traffic calming and safety concerns from residents that want to protect their quality of life. Our proposed contract City Traffic Engineer is also keenly aware of how to successfully balance the needs of business with the desires of those that value living in a city with a small-town feel. At AGA we understand that the City needs the right person with the knowledge and skills necessary to be technically proficient when the time calls for accuracy and thoroughness and politically adept when the time calls for bringing people together to reach consensus. Be it arguing the finer points of traffic signal timing with Caltrans engineers or addressing a controversial project at a packed community meeting, AGA can deliver the right person at the right time to get the job done for the City.

Based on our understanding of the City's on-call needs, we feel that our most important qualifications relate not only to providing a qualified contract City Traffic Engineer, but backing that person up with a firm that can conduct a wide range of professional traffic engineering services in a comprehensive, thorough, and timely manner. AGA has a great support team that is skilled at conducting traffic investigations, traffic studies, and transportation design services in a collaborative problem-solving manner. A support team that is service oriented, innovative, progressively thinking and can develop context sensitive solutions that are a "right-fit" for unique situations. We are proud of our reputation with our municipal clients for successfully bringing forward innovative solutions while maintaining public safety. From installing the first flashing-yellow arrow projects in Southern California, to ground breaking bicycle boulevard projects, to unique traffic calming and



school zone safety projects, we are committed to finding the best solution to complex traffic and transportation challenges for our clients.

A key objective of AGA's provision of engineering services to the City will be to foster a can-do spirit when working with developers and agency partners on regionally significant projects. The City is going through a transformation from the way commercial and retail business was conducted in the past to the more modern fast paced global business of the future. AGA understands this transformative change and we don't stand in the way of progress but embrace the future transportation needs of a modern business community. We are more than just technically proficient; we are able to collaborate with the City's development team and regional agencies to create win-win solutions so that intelligent business growth and transportation improvement projects can move forward successfully. We understand that delicate balance of how transportation interacts with business and we have successfully assisted other municipal clients in Orange, San Bernardino, and Riverside counties to embrace the needs of modern business.

### **C1. FIRM'S APPROACH TO PROVIDING MUNICIPAL TRAFFIC ENGINEERING SERVICES**

AGA's approach to providing traffic engineering and transportation services involves far more than simply providing contract labor on an hourly basis. We consider it our function to serve as an extension of City staff. Our proposed contract City Traffic Engineer support by expert advisors form an integrated team which creatively provides solutions to traffic engineering and transportation planning challenges. The key aspect of our approach is that we will utilize our staff's extensive expertise and experience, acquired from providing similar services to a wide range of cities, to creatively solve traffic engineering and transportation planning challenges in a way that is professional, technically sound, and respectful of the needs of the business community.

We feel that our understanding, our knowledge, and most importantly, our creativity are what make us uniquely qualified to serve the City. We know how to listen open-mindedly to both City staff and the public; how to develop alternative solutions to various problems; and how to differentiate cost-effective from cheap. Our ability to develop viable alternative solutions has been instrumental in reaching consensus on controversial and politically charged issues. Our knowledge of and sensitivity to the needs of the City, business and the public, combined with our real world (as opposed to textbook) approach to safety issues, will ensure that alternative solutions to specific problems can be achieved while at the same time compromising neither safety nor public needs and desires.

We completely understand the necessity of balancing the economic advantages of increased development and redevelopment projects with the potential negative impacts to traffic flow and circulation such projects can create. We are known for effectively developing mitigation measures that are both technically and economically feasible for projects ranging from a gas station with a convenience market to a major regional shopping center. A key example of such balancing is the proposed expansion of Montclair Plaza, wherein the transportation infrastructure improvements required to allow mall expansion resulted in significantly improved mall access and attendance and subsequent increases in sales tax revenue for the City.

#### **Scope of Services**

In "Section V- Scope of Services" of the RFP, the City has provided an extensive outline of the responsibilities, qualifications, and knowledge expected of the contract City Traffic Engineer. Mr. Roseman has reviewed the list and hereby with the submittal of this proposal attests that he has all of the qualifications and licenses

required, has the technical knowledge of the subject matter outlined, and has the experience performing each of the responsibilities listed. We hereby acknowledge and incorporate here within by reference the entire scope of services outlined in Section V of the RFP and commit to successfully fulfilling each and every duty, responsibility, and requirement.

Rather than list each and every point outlined in Section V of the RFP we would like to highlight a few key duties that a contract City Traffic Engineer typically has to perform. Hopefully, by providing these detailed descriptions the City can gain insight into how we at AGA will approach the important work of the City.

***Intersection Control Studies*** - It is anticipated that AGA will be expected to perform multi-way stop warrant analyses and traffic signal warrant analysis based on the methodology and procedures established in the 2014 or latest version of California Manual of Uniform Traffic Control Devices. AGA will gather the appropriate 24-hour traffic volumes, collision data, and geometric data to perform the technical evaluations outlined in the manual. However, at AGA we understand that the technical evaluations may not tell the whole story especially in a city such as Brea with unique business travel patterns, residential quality of life concerns, and congested roads. At AGA we will go beyond the technical manual evaluations to consider other factors such as pedestrian and bicycle traffic, lighting levels, traffic delays, approach speeds, violation rates, driver behavior, transit stops, driver behavior, roadway geometrics, land use, and neighboring intersection controls. Generally, we start every investigation by not only speaking with City staff about past investigations, constituent complaint history, and their impressions but we also typically speak with the requestor directly to seek additional information about why they feel traffic controls at the intersection should change. During the course of the investigation, should unique environmental or operational characteristics effecting safety be revealed we might gather additional data to document those unique characteristics for inclusion in the study effort. We have found the use of video surveillance to be extremely powerful in evaluating traffic patterns and motorist behavior both during peak periods and off-peak when some believe that “no one is watching”. Many times when we are studying complex intersections or complaints of after-hours problems, the use of video have brought a better understanding of the issues and has led to more complete solutions. Ultimately the recommendations provided to the City will not only be based on the technical evaluations but engineering judgement considering those context sensitive and operational factors that might not be easily measured but can have a significant impact on operational efficiency and public safety.

***Safety Studies*** - Periodic review and analysis of citywide collision history is an important component of the efficient management of the City’s roadway network. AGA has performed such reviews on a regular basis for many of our municipal clients. Typically, our engineers look for patterns of accidents that can be corrected by changes in traffic controls, signage, or geometrics. We also rank intersections and roadways to determine the most collision prone in order to focus our attention to determining why such intersections or roadway segments are experiencing higher than anticipated collision rates. Summarized collision data doesn’t always tell the whole story, so for those problematic locations we typically request and review the CHP



Signing and striping design

555 reports of each reported collision to ascertain the details of each collision in an effort to determine if specific traffic control actions could reduce the likelihood of future collisions of that same type occurring. Ultimately, we summarize the data, our findings, and recommendations in a report for the City’s consideration.



**Review of Land Development Projects** - Smart development supported by the right infrastructure investments can significantly improve a city's image and economic outlook. Poorly conceived projects without the right supporting infrastructure can create operational problems and increased costs for a City for years to come. We at AGA understand the importance of getting projects and infrastructure improvements right the first time because we know that it is very costly to take corrective action after the fact. It is our senior level staff with more than a hundred years of experience reviewing development projects of all types and sizes that have the expertise to know what to be concerned about and what is inconsequential when it comes to traffic operations related to new development. Review of land development projects cannot be done from the office alone by junior level staff, it requires hands on review of street conditions and detailed discussions with developers about the operational characteristics of the proposed development by experienced engineers that have been involved in reviewing and negotiating development projects from both the municipal and private side of the equation. It is this experience of our staff that is the AGA difference.



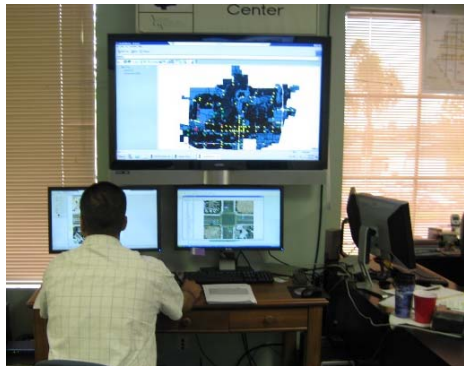
**Traffic Signal Design** - AGA's core business for the last 25 years has been the design and operation of traffic signal and communications systems. Having designed, timed, and operated more than 6,000 traffic signals across the Southern California, the City of Brea would be hard pressed to find another consultant with more experience with traffic signals. Our staff is up-to-date on the latest Caltrans design requirements, ITS and communications systems, and vendor supplied equipment. Due to our extensive experience in designing and operating traffic signal systems for cities, we can generally complete designs, specifications, and estimates quicker and more accurately than our consultant counter parts. Typically, a standalone traffic signal design by AGA can be completed in less than six weeks, contractor bids come within 10% of engineering estimates, and there are typically no change orders during construction. In our 25 years of designing traffic signals, an AGA design has yet to be a subject of a single substantiated claim or lawsuit.

**Miscellaneous Traffic Engineering Services** - AGA is well versed in the wide variety of miscellaneous traffic engineering services outline in the RFP. Our staff is well versed in the following areas of expertise: California Manual of Uniform Traffic Control Devices, ITE Traffic Control Devices Handbook, the ITE Trip Generation Manual, the ITE Traffic Engineering Handbook, the Transportation Research Board's Highway Capacity Manual, and various AASHTO publications including the Roadside Design Guide. Matter-of-fact, Mr. Roseman, our proposed Project Manager, uses a variety of the above noted publications when teaching traffic engineering at California State University Long Beach. Traffic engineers and transportation planners at AGA are regularly engaged in trip generation studies, traffic modeling, and the review of traffic impact analysis reports for our municipal clients. Our technicians are in the field daily working with our municipal clients to monitoring and responding to traffic congestion. From our offices in Fullerton our traffic engineers and technicians operate one of the largest Traffic Management Centers in all of Southern California. Our engineers are also regularly developing and/or reviewing temporary traffic control plans for construction or special events for client cities. AGA is also very active in the design and implementation of complete streets projects, traffic calming projects, and bicycle projects for cities across Orange and Los Angeles counties. At AGA, we believe that there is no traffic or transportation challenge facing the City currently or in the future that the proposed AGA team cannot successfully assist the City in managing or resolving.

**Additional Traffic Engineering Services Available to the City**

In addition to the professional traffic engineering services outlined in the Scope of Services of the RFP, AGA would like to highlight four specialty areas that we believe sets our company apart from other traffic engineering firms providing on-call services to Southern California cities. These specialty areas are outlined below and can be a part of the services provided to the City under the proposed contract.

***Traffic Signal System Monitoring and Support Services*** - A popular service provided to a number of public agencies is real-time monitoring of a City's traffic signal system and traffic signal timing performance. For several years, we have monitored and operated traffic signal and camera systems from our Traffic Management Center (TMC) located within our Fullerton office. Under contractual agreements, we have



complete responsibility for signal timing operations for more than 600 traffic signals, ranking us as one of the largest TMC in all of Southern California. AGA's contractual responsibilities include daily monitoring of signal operations, updating and fine-tuning signal timing, and responding to construction activities, emergencies and citizen complaints. Development, implementation and maintenance of coordination timing plans is critical to optimizing the efficiency of the existing infrastructure. AGA has for many years monitored signal timing for several agencies, ensuring that coordination timing plans are operating as designed.

Since traffic patterns change when construction or additional development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these timing plans be kept current. In addition to AGA's expert traffic engineering staff, the company also employs several experienced traffic signal technicians who can troubleshoot and repair complex communications and traffic signal timing problems. These technicians are highly skilled and well versed on all types of traffic signal control hardware and systems, video equipment and control systems, communications, networking, and security systems. Our technicians are often contacted by municipalities, equipment vendors, and other consultants to assist in troubleshooting and repairing complex communications and networking issues. AGA can tailor a traffic signal monitoring and support services arrangement with the City to assist staff in keeping its traffic signal system functioning at its best.

***Expert Witness Services*** - Both Mr. Roseman and Mr. Miller have provided investigative review, professional advice, and expert witness services in the defense of claims and legal action for a number of governmental agencies over the years. Should the City require such assistance, it is proposed that those services can be provided through the proposed contract.

***Staff Training*** - For the past five years, Mr. Roseman has taught an upper division traffic engineering course at California State University, Long Beach. Mr. Roseman has also been a guest lecturer at Georgia Institute of Technology, at California Polytechnic State University San Luis Obispo, and the Public Technology Institute. Both Mr. Roseman and Mr. Miller have taught traffic engineering concepts to traffic commissioners, city council members, and municipal staff at classes arranged





through the local chapter of the City Traffic Engineers Association. Should the City wish to provide training to its staff on any of a wide variety of traffic engineering topics, AGA can provide such training at normal hourly rates.

*Design-Build Project Delivery* - AGA is one of only a few traffic engineering firms in Southern California that possesses a contractor license and has the capability and track record of completing design-build projects for both public and private sector clients. Should the City have a need to rush the design and completion of a transportation improvement project due to budgetary or political considerations, AGA can provide turn-key project delivery in a timely and cost-effective manner.

### Quality Assurance / Quality Control

Ensuring that quality deliverables are submitted to the City within established time frames and within budget is the responsibility of our Project Manager, Mr. Roseman. He has had a long track record in the City of Los Angeles, the City of Long Beach, and now with AGA in being able to successfully deliver projects on time and within budget. While in municipal service, Mr. Roseman had an exemplary record of staying within both his operational and capital improvement budgets, and he did not lose a single dollar of project grant funding to project cancelation or funding de-obligation of projects under his oversight.

All work products and deliverables will undergo AGA's comprehensive Quality Assurance/Quality Control procedures. An effective QA/QC review will minimize or eliminate additional costs related to reworking, reengineering, contractor claims, and liability. Delivering a quality product that is right the first time is the primary focus of AGA's QA/QC process. That process is an integral part of our engineering design and study processes. It is an integral process to the delivery of every investigation, study, report, or document we produce for our clients. This added layer of independent work product review will be conducted by Mr. Mark Miller, AGA's Executive Vice-President.

## **C2. FIRM'S APPROACH TO MANAGING RESOURCES**

Rather than just proposing to provide the City with one person to rely upon for all traffic engineering services, the AGA service model provides two experienced City Traffic Engineers in Mr. Roseman and Mr. Miller, and a full team of experts back at our office to effectively and efficiently provide the highest level of service to the City every day. We are confident that the AGA team proposed for the City of Brea has the experience and expertise to meet any technical or political challenge in the transportation arena in a timely and cost-effective manner. The key aspect of our approach to providing traffic engineering services to the City is that we utilize our entire team's extensive expertise and experience to address items and issues as they arise, rather than wait until the next scheduled time the contract City Traffic Engineer will be in the office.

It is our understanding that the City envisions needing, on average, approximately two person-days of service per week. However, rather than scheduling a junior level engineer to be at City Hall for a full day whether or not that person is needed, we propose to provide a Principal level person to only be on-site when needed to discuss assignments with City staff, attend meetings, perform field reviews, conduct investigations, provide training, or attend meetings. Otherwise Mr. Roseman as the contract City Traffic Engineer and the entire AGA team will be available every day by phone, text, or e-mail to accept inquiries or respond to the public or come to City Hall if needed. City staff will never have to wait "until next week" to get an answer or talk to a traffic engineer; Mr. Roseman and his team will be available remotely that same day. This is how AGA successfully provides traffic engineering services to the cities of Fullerton, Cypress, and La Habra. In this day

and age of high-tech communications and remote monitoring capabilities, AGA is at the forefront of using all such tools at its disposal to enhance the customer service aspect of being available, even if it is virtually.

Similarly, to the City of Brea, the City of Cypress initially felt that they needed a contract City Traffic Engineer for two days a week. Under the AGA service delivery model proposed here within, Mr. Roseman performs the role of contract City Traffic Engineer for the City of Cypress by being at his City Hall office two half-days a week and he comes in for special meetings, Traffic Commission meetings, and evening City Council Meetings on an as needed basis. In this manner Mr. Roseman is essentially available by phone or in person five days a week although he generally only bills about eight hours a week. Mr. Roseman also has other lower cost staff members of the AGA team perform various plan reviews, studies, and design work at his direction on an as needed basis to keep costs low. The result is that Mr. Roseman is readily available when needed and most work elements are completed within the same week they are assigned. We propose to provide Brea with the same service delivery model we currently provide to the City of Cypress. Mr.



Road Diet Design

Roseman will be in City Hall two half-days a week to coordinate work efforts and attend regularly scheduled meetings and he will be available by phone, email, or in person throughout the rest of the week to meet with City staff, developers, contractors, or represent the City at inter-agency meetings.

In addition to providing a contract City Traffic Engineer, it might also be desirable for the City to have the AGA support team available to assist on projects, studies, or represent the City with outside agencies. These types of inter-agency and regional project endeavors are where the professionalism and experience of AGA is truly evident. Understanding basic concerns and constraints from the City's perspective is a key qualification in being able to represent the City effectively. AGA consistently delivers for its client cities in creating governmental partnerships and the acquisition of grant funding to implement transportation improvements cities could not do on their own.

Every project is important no matter the size; from multi-million-dollar regional traffic signal synchronization projects to sight distance investigations for the installation of red zones. It's our experience in completing those small-scale traffic engineering projects that sharpens our pencils and provides us the skills to ensure that we complete all our projects on time and within budget with minimal demands placed upon City staff. It is our ability to be flexible to our clients' needs at a reasonable cost that create the long-lasting professional relationships where typically the first and only call for help is answered by AGA.

The engineers, planners, and technicians at AGA have worked together to successfully complete hundreds of studies, designs, and special projects for our municipal clients. In each case those studies, designs, and projects were not just conducted purely based on methodologies and procedures outlined in manuals but also included consideration of those factors and characteristics that may be hard to quantify in rigid numerical criteria. Such factors could include impacts of truck and other heavy vehicle traffic, pedestrian behavior, consideration of alternative transportation modes, lighting, type and severity of collisions, and context sensitive considerations. Ultimately, it is the engineering judgement of our experienced staff that adds perspective and context to the technical traffic analysis and numerical evaluations that leads to good decision making and the right solutions. The AGA team will bring this comprehensive and thorough evaluation to each study, design, and project we undertake for the City.



## **SECTION D EXCEPTIONS / DEVIATIONS**

Senior Management at AGA have reviewed the conditions and requirements outlined in the Request for Proposals and set forth in the Proposed Professional Services Agreement and we have no “technical” or “contractual” exceptions with either document and hereby willfully accept the City’s conditions and requirements contained within those documents without reservation, condition, or deviation.

## **SECTION 4 FEE PROPOSAL**

In accordance with the RFP, the Fee Proposal has been provided in a separate, sealed envelope.

## **SECTION 5 APPENDICES**

Please find attached Appendix A, which contains the Staff Qualifications and Availability Table for all personnel proposed to work for the City under a possible contract. Full resumes for each of the key personnel identified in the Service Delivery Organization Chart are also provided in Appendix A.

## **CATEGORY B STATUS OF PAST AND PRESENT CONTRACTS FORM**

In accordance with the RFP, please find attached a completed and signed form entitled “Status of Past and Present Contracts” as provided in the RFP. Over the past five years AGA has not provided, or is not currently providing, professional services as a prime contractor or a subcontractor where the contract has ended or will end in termination, settlement or litigation. Since there was no place on the form to indicate that the firm has not defaulted on any contractual obligations, we simply indicated “N/A” under “Project city” and the signed and dated the bottom of the form.


**Status of Past and Present Contracts Form**

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

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

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

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

Signature   
 Name: David Roseman  
 Title: Principal Transportation Engineer

Date April 26, 2019

# **APPENDIX A**

Resumes of Key Personnel

### AGA's Staff Qualifications

Name	Certification/ Registration	Years of Experience	Years with AGA	Education Training	Position	Project Assignment	Availability
David Roseman	P.E., Traffic #1585	32	4	BS-Civil, 1988	Principal Transportation Engineer	<b>Project Manager</b>	<b>40%</b>
Mark Miller	P.E., Civil #40956 P.E., Traffic #1575 P.T.O.E. #233	45	26	BS-Civil, 1974	Executive Vice President	Contract Oversight Quality Assurance/Quality Control	15%
Greg Wong	P.E., Civil #64349	23	18	BS-Civil, 1996	Senior Transportation Engineer	<b>Task Manager</b> Traffic & Safety Studies Transportation Planning	<b>2%</b>
Andrew Luna	E.I.T. #156851	4	4	BS-Civil, 2016	Associate Engineer II	Traffic & Safety Studies Transportation Planning	35%
Kawai Mang	E.I.T. #153235	5	5	BS-Civil, 2013	Associate Transportation Engineer I	Traffic & Safety Studies Transportation Planning	35%
Ruben Perales	P.E., Civil #83169 P.E., Traffic #2838	16	14	BS-Civil, 2004	Senior Design Engineer	<b>Task Manager</b> Transportation Design Traffic Operations	<b>20%</b>
Jessica Espinoza	E.I.T. #160008	4	4	BS-Civil, 2016	Associate Engineer II	Transportation Design Traffic Operations	35%
Felipe Ortega	Level 3-Signal Technician	24	11	Signal Technician Level 3	Advanced System Integrator	Transportation Design Traffic Operations	30%



Mr. Roseman joined Albert Grover & Associates in 2015 as a Principal Transportation Engineer overseeing business development, client relations, staff supervision, and quality assurance/quality control practices. He represents our municipal clients in public meetings and before City Councils and also provides Expert Witness services for investigative review, professional advice, and the defense of claims and legal actions. His municipal background, innovative outlook, and organizational skill make Mr. Roseman an essential element of the executive team at AGA.

Prior to joining AGA, Mr. Roseman was the City Traffic Engineer for the City of Long Beach, working in the Department of Public Works' Transportation Engineering and Mobility Department where he managed day-to-day operations of a 65-person staff. He was well-known for his forward-thinking approach to transportation projects, including pedestrian and bicycle mobility facilities. During his tenure, Long Beach experienced reductions in citywide traffic accidents, improvements in transit mobility and use, profitability in the City's off-street parking facilities, and myriad traffic signal operations projects including countdown pedestrian indications and specialized programming to reduce speeding in neighborhoods.

In addition, Mr. Roseman oversaw transportation grants and funding and promoted interagency coordination. He represented the City in technical, advisory and policy committees, represented the Department of Public Works before the City Council, and was the City Representative on the Board of Directors for Long Beach Transit and the City's Pedestrian Safety Advisory Committee. Mr. Roseman gained concessions while presenting for the City before the California Coastal Commission, enabling a workable compromise that benefited both entities, a success few others had accomplished. His presentations for the California Traffic Control Devices Subcommittee helped shape California traffic standards and policy. In fact, Mr. Roseman's true area of expertise is in *"tackling problems with a long-term vision and a broader view."*

Prior to working for the City of Long Beach, Mr. Roseman served over 13 years for the City of Los Angeles Department of Transportation (LADOT). Starting as an Assistant Transportation Engineer in the Bureau of Transportation Planning, he was eventually promoted to Senior Transportation Engineer of the Regional Surface Transportation Division.

**EDUCATION**

**California State University,  
Long Beach**

Bachelor of Science, Civil Engineering,  
1988

**University of California, Los Angeles**

Public Policy Department, 1988  
Transportation Demand Management

**PROFESSIONAL ASSOCIATIONS**

American Society of Civil Engineers  
Institute of Transportation Engineers

**PROFESSIONAL REGISTRATION**

Registered Traffic Engineer  
California TE #1585

He was a Project Engineer and Engineer-in-Charge of both the Bureau of Design and ATSAC (Automated Traffic Surveillance and Control) and Citywide Special Traffic Operations for 10 years. During that time, he developed safety programs, prepared designs, developed and implemented plans for major Los Angeles events—including complex transportation management plans for Dodger Stadium, Staples Center, the 2000 Democratic National Convention, and coordination of traffic mitigations for everything from the LA Marathon to the 1994 Northridge earthquake. He also made technical presentations to local, state and federal officials as a representative of the Department of Transportation.

In both the City of Long Beach and at LADOT, Mr. Roseman was responsible for developing traffic responsive operations programs in "zones" near sports venues such as the LA Coliseum and Staples Center, arterial corridors adjacent to freeways, and along busy commuter routes.

## **Representative Projects**

**City of Long Beach:** As City Traffic Engineer in the Transportation Engineering and Mobility Department, Mr. Roseman oversaw control device placement, traffic signal design and operations, geometric street design, work area traffic control plans, transportation improvement projects, bicycle and pedestrian facilities (including implementation of innovative bicycle facilities—from separated bike lanes to cycle tracks and bike boxes). He developed on-street parking regulations; he reviewed and coordinated traffic engineering aspects of new; he provided oversight of transportation grants and funds; he promoted inter-agency coordination; he gave oversight to oversized and overweight truck permitting, and to the operation and management of off-street parking facilities. During his tenure, he initiated innovative traffic signal operation projects from countdown pedestrian indications to specialized programming to reduce speeding in neighborhoods, and flashing yellow arrow operations to improve mobility and address elevated accident rates.

**City of Los Angeles:** As Assistant and Senior Transportation Engineer, Mr. Roseman oversaw 15 major transportation improvement projects. He managed the Special Events Program, was project engineer for Santa Monica Freeway Smart Corridor Project, managed development and implementation of intelligent transportation systems (ITS), prepared PS&E for advanced traffic control and communications systems, reviewed geometric and traffic signal plans, inspected field installations and directed community meetings.

## **Honors, Awards & Recognition**

### ***City of Long Beach Acknowledgements***

City Council District 1 – Professionalism, Resourcefulness and Cooperation  
City Council District 2 – Steward of the 2nd District  
City Council District 5 – “Star” Award  
City Council District 7 – Community Outreach

### ***City of Los Angeles Commendations***

Media District Specific Plan/Barham Cahuenga Transportation Study  
Citizen Request Backlog Reduction  
Automated Traffic Surveillance and Control  
Northridge Earthquake Response  
Special Event Management  
Y2K Contingency and Millennium Celebrations  
2000 Democratic National Convention  
City Council Resolution of Commendation for Service

### ***Institute of Transportation Engineers Southern California Section***

Young Engineer of the Year 1996-1997





**EDUCATION**

**California Polytechnic University  
Pomona**

BS Civil/Traffic Engineering 1974

**Northwestern University  
Evanston, Illinois**

Traffic & Transportation Engineering  
Highway Capacity Workshop

**Institute of Transportation Studies**

Safety Design and Operational Practices  
for Streets and Highways  
Traffic Signal Equipment & Operations  
Urban Street Design  
Public Works Inspections  
Legal Aspects and Liabilities  
Risk Management & Traffic Safety

**PROFESSIONAL ASSOCIATIONS**

American Public Works Association  
American Society of Civil Engineers  
City Traffic Engineers Association  
(former Chairman)  
Institute of Transportation Engineers  
(former President)  
Orange County Traffic Engineering  
Council  
American League of Cyclists

**PROFESSIONAL REGISTRATION**

**California**  
Registered Civil Engineer CE #40956  
Registered Traffic Engineer TE #1575  
Professional Traffic Operations Engineer  
PTOE #233

Mr. Miller joined Mohle, Grover & Associates in 1990 and became co-founder of Albert Grover & Associates in 1993. He serves as Vice President and provides the firm 44 years of extensive experience in all elements of Traffic and Transportation Engineering—in both governmental and private contexts.

Throughout his career, Mr. Miller has worked on projects that include ITS design, signal interconnect and coordination plans, CCTV installations, traffic signal system design, and street lighting evaluation and design. He has also developed and implemented design standards, and PS&E (Plans, Specifications & Cost Estimates) for traffic signal, communications interconnect and CCTV projects. Mr. Miller has “hands on” experience programming all models of traffic signal controllers and has developed numerous traffic signal coordination and timing plans for use with a wide variety of central control and local controller software.

Having served with multiple municipal entities, including San Dimas, Pomona and Pasadena, as well as for the State of Illinois, Mr. Miller knows what it takes to get design plans and study documentation approved, projects completed, and invoices paid. In the City of Pasadena as Assistant Traffic Engineer he prepared and reviewed major transportation studies, assisted in the preparation and implementation of the Rose Bowl/Rose Parade Major Event Traffic Studies, and developed an accident recording system for the City. As City Traffic Engineer for the City of Pomona, he was responsible for multimillion-dollar Operations and Capital Improvement budget managing 14 subordinates in the Traffic Engineering Division.

As a senior, tenured AGA Traffic/Transportation Engineer, Mr. Miller provides on-call, as-needed Traffic Engineering services to the Cities of Montclair, Torrance, and Victorville, and is presently serving as the Contract City Traffic Engineer for the Cities of Fullerton (since 1998) and San Dimas. In this capacity he gives general Traffic Engineering guidance, makes presentations to Commissions and Councils, checks construction plans and reviews traffic studies and General Plan circulation elements; he also advises in the determination of projects for Capital Improvement Programs (CIP).

Mr. Miller also serves as an Expert Witness, providing investigative review, professional advice, and speaking in the defense of claims and legal actions for a number of governmental agencies.

Although his professional experiences are significant, his involvement in several professional associations gives him the opportunity to share his depth of knowledge with those outside the field and with a new generation of Traffic Engineers. While serving as Chairman of the City Traffic Engineers Association (CTE) and present member, he conducts workshops throughout Southern California to educate Traffic Commissioners and Planning Commission members regarding pertinent traffic and safety issues. As a former President of the Institute of Transportation Engineers (ITE) and present member, he mentors several local student chapters; he also attends and speaks at workshops and conferences, presenting on current innovations and informative topics in the Traffic Engineering industry.

## Representative Projects

**Signal Interconnect Analysis, Design and Coordination:** Mr. Miller performed these services for the Cities of Bakersfield, Cerritos, Chino, Colton, La Habra, Lancaster, Loma Linda, Montclair, Palm Springs, Pomona, Rialto, San Bernardino, Santa Clarita, Temecula, and Upland.

**Multijurisdictional Traffic Signal Synchronization SCAQMD and Orange County Growth Management Area No. 6**

**Multiple Traffic Signal Design, CCTV, Striping & Street Light Design** projects for California Cities, Counties, and State entities.

**Montclair Plaza Traffic Operations Study:** Mr. Miller was project leader for this large redevelopment project in the City of Montclair.

**Roadway Signal Improvements:** Cities of Cerritos, Chino, Claremont, Cypress, Ontario, and Upland.

**School Safety Studies and Development of Safe Route to School Programs:** Mr. Miller led the AGA team on important safety studies in the Cities of Costa Mesa, Fullerton, Huntington Beach

**Expert Witness:** Mr. Miller is highly qualified and performs the duties of an Expert Witness for Cities throughout Los Angeles and Orange Counties.

**Citywide Engineering and Traffic Speed Survey:** Mr. Miller has provided consultation for over 50 different municipalities in Southern California

**City Contract Traffic Engineer:** Mr. Miller serves on behalf of AGA for Fullerton, Montclair and San Dimas

**School Safety Projects:** Mr. Miller puts his expertise to work for school districts in Fullerton, Huntington Beach, San Marino, Pomona and Diamond Bar.

**Identification of High Accident Locations:** With years of experience in traffic and transportation engineering, Mr. Miller has helped several municipalities to enhance safety on busy streets and intersections.

**Computerized Traffic Accident Record System:** Mr. Miller developed the first of such systems during his tenure with the City of Pasadena.

## Papers/Presentations

**“Three Year Experience with Flashing Yellow Arrow Display”** Presented at ITE Annual Conference, Anaheim, California

**“Strategies to Recapture Lost Arterial Traffic Carrying Capacities”** Presented at ITE Annual Conference, Rapid City, South Dakota

**“Effectively Slowing Drivers – Speed Feedback Signs”** Presented at ITE District 6 Annual Meeting, Honolulu, Hawaii

**“School Area Traffic Safety”** Presented at City Traffic Engineers’ Traffic Commissioners Workshop

**“Minimize Delay Maximize Progression with Protected Permissive Lead/Lag Phasing”** Presented at ITE Inland Empire Section Technical Workshop

**“Microwave Traffic Signal Interconnect—A Viable Alternative to Land Lines”** Presented at ITE District 6 Annual Meeting, Portland Oregon

**“Quantifications of Air Quality Benefits Achieved Through Traffic Signal Coordination”** Presented at ITE District 6 Annual Meeting, Salt Lake City, Utah

**“A Successful Multijurisdictional Traffic Signal Coordination Project”** Presented at ITE Annual Conference, Dana Point, California

**“School Area Traffic Safety”** Presented at City Traffic Engineers’ Traffic Commission Workshop





#### **EDUCATION**

***University of California, Irvine***

BS, Civil Engineering 1996

***Westech College, Irvine***

Certified Geographical Information Systems 1997

#### **PROFESSIONAL ASSOCIATIONS**

Institute of Transportation Engineers

#### **PROFESSIONAL REGISTRATION**

Registered Civil Engineer  
California CE #64349

Mr. Wong joined AGA in 2001 as a Transportation Engineer. He has been a key participant in numerous projects that involved state, local cities and private agencies — including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects and signal upgrades. His duties include the preparation of traffic signal coordination timing plans, traffic-impact studies and analyses, GIS analysis, design and implementation projects, parking circulation analysis, and traffic signal design. He has extensive experience using a variety of transportation planning and traffic engineering software, such as Synchro, Tru-Traffic and HCS; additionally, he is experienced in the operational use of GIS, AutoCAD, Microstation, as well as Microsoft and Adobe applications.

Development, implementation and fine-tuning of coordination timing plans are all under the purview of this important member of the AGA team. During his tenure at AGA, Mr. Wong has been instrumental in developing hundreds of signal timing plans throughout Orange and Los Angeles Counties, including for almost every city in Orange County under the OCTA traffic synchronization program. He was responsible for preparing and implementing traffic signal timing for approximately 650 intersections for the San Bernardino Valley Coordinated Traffic Signal System Project, a valley-wide signal coordination project covering about 150 miles of arterial highway.

Mr. Wong also acts as the contact person for many of AGA’s on-call clients both in Orange and Los Angeles Counties. He performs reviews for project development traffic signals and site plans, conducts traffic studies and assesses traffic impact fees. He is experienced in evaluating traffic signal operations and recommending cost-efficient and feasible mitigations. As a skilled traffic signal designer, Mr. Wong provides workable improvements to traffic systems and operations and is well-versed in city, state and federal standards and regulations.

Before Mr. Wong rejoined AGA, he worked for the City of Los Angeles Department of Transportation as Transportation Engineering Associate where his duties were to divert and control the flow of cut-through traffic from residential areas to arterials and to monitor the “Safe Route to School” program. Working for the County of Los Angeles Public Works Department as a Civil Engineering Assistant of Transportation, Mr. Wong prepared and reviewed traffic signal coordination timing plans, traffic signal modification plans, striping and marking layouts, maps utilizing GIS, and left-turn studies.

Mr. Wong is a vital member of the AGA team and has been a key participant in numerous projects that involved state, local cities and private agencies including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects and signal upgrades.

## Representative Projects

**OCTA, Orange County Traffic Signal Coordination Program**—Mr. Wong was instrumental in this project to improve Orange County arterial signal progression, providing signal timing and coordination for over 60 arterials, and involving interjurisdictional coordination of 34 cities, the County and Caltrans District 12. Many of the multijurisdictional traffic signal timing projects that have been completed or are underway now in Orange County are a direct result of recommendations of the master plan provided by AGA.

**OCTA Euclid Street Signal Synchronization Demonstration Project**—Mr. Wong provided timing and signal coordination for this project to improve traffic flow operations along the interjurisdictional 15-mile corridor of Euclid Street in Orange County from Imperial Highway to I-405 Freeway—coordinating 66 traffic signals and enhancing arterial roadway capacity via traffic signal synchronization. The project also was a template to identify appropriate procedures and techniques for improving and optimizing traffic carrying capacity of arterial roadways.

**Other OCTA-led Synchronization Projects for Chapman Avenue, Tustin/Rose Drive, Bolsa Avenue/First Street, Adams Avenue, Antonio Parkway, La Paz Road, Alicia Parkway**—Mr. Wong has provided detailed and relevant signal timing for numerous municipalities through OCTA-led projects.

**Los Angeles County Traffic Signal Synchronization Projects**—Mr. Wong analyzed, provided recommendations and designs for upgrading traffic signals on eight (8) corridor projects that included 146 intersections, as well as providing multijurisdictional signal timing and coordination of signals along Atlantic Boulevard, Garfield Avenue and Sepulveda Boulevard.

**On-Call Traffic Engineering Support, Cities of La Habra and Fullerton**—As contact person, Mr. Wong reviews proposed development site and circulation plans, traffic signal plans, and traffic impact studies; he responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring and operations.

**SBCTA, San Bernardino Valley Coordinated Traffic Signal System Plan Tier 1 & 2**—Mr. Wong conducted studies for signal interconnect, timing and coordination of 652 signalized intersections on about 150 miles of arterial highway through 15 cities. This project received the California Transportation Foundation “Local Project of the Year” Award in 2012.

**Orange County I-405 Freeway Improvement Project, Major Investment Study and subsequent Project Study Report/Project Development Support (PSR/PDS) and Project Approval/Environmental Document (PA/ED)**—For this multi-year project, Mr. Wong provided freeway, ramp and arterial intersections evaluations and analysis to explore alternative improvement scenarios for the I-405 freeway between the SR-73 and I-605 in order to increase capacity, reduce congestion, enhance interchange operations, maximize throughput and enhance safety throughout this corridor. These reports were considered a “template for future traffic studies statewide” (DOT, CA).

**West Hollywood and Sunset Boulevard Signal Timing Project (12 intersections)**—Mr. Wong converted BiTran 233 program timing to BiTran 2033 program timing, modifying and fine tuning existing plans, and/or creating additional timing plans where needed.

**Grant Applications for Smart Crosswalks, City of Los Angeles**—Mr. Wong prepared AB 1475 grant applications for the installation of Smart Crosswalks for multiple uncontrolled intersections in the City.



Mr. Perales joined Albert Grover & Associates (AGA) in 2005 as a Transportation Engineering Assistant and quickly became an essential member of our team. He performs a wide variety of traffic engineering tasks, as well as providing leadership on many projects. Whether he is coordinating large interjurisdictional projects which include working with Caltrans and multiple cities or counties, or he is patiently mentoring junior AGA staff—Mr. Perales is known for his ability to see through the complexity, promote positive working relationships, and always provide clear pathways for successful project completion.

Mr. Perales' projects include multiple communications upgrades, fiber optic communication plans and specifications, and intersection improvement plans—often in coordination with Caltrans—to upgrade controllers and connect existing fiber for communication purposes. He has also prepared plans for flashing yellow arrow (FYA) conversions and worked on multiple Traffic Signal Synchronization Projects (RTSSP) throughout Orange and LA Counties. He physically inspects actual conditions in the field so he can provide time- and cost-saving mitigations which might not be apparent to others.

Mr. Perales utilizes multiple traffic engineering software programs, including AutoCAD, MicroStation, Crossroads software, and Microsoft Office Suite. He conducts Level of Service (LOS) analysis of intersections to identify geometric improvements needed to achieve an acceptable LOS, and prepares geometric conceptual plans to illustrate required improvements and their impacts to adjacent properties. In addition, he is adept at signal design and modification planning, fiber optic communications, signal coordination, signing, striping and street lighting plans.

Before working for AGA, Mr. Perales worked for the City of Upland in the Traffic Division—preparing street improvement, striping and traffic control plans; initiating work orders for removal and installation of traffic signs; preparing striping modification plans; and retrieving accident reports and collision diagrams utilizing the Crossroads software program. He did field work, including setting up traffic counters and compiling the count data. He calculated traffic volumes, conducted traffic signal warrant analyses, and interfaced with the public.

Mr. Perales is an incredibly valuable member of the AGA team, known for his ability to see through the complexity, promote positive working relationships, and always provide clear pathways for successful project completion.

## **EDUCATION**

**California State Polytechnic University  
Pomona**

Bachelor of Science, Civil Engineering  
2005

## **PROFESSIONAL ASSOCIATIONS**

Institute of Transportation Engineers  
American Society of Engineers  
Orange County Traffic Engineering Council

## **PROFESSIONAL REGISTRATION**

Registered Professional Engineer  
California CE #83169  
Registered Traffic Engineer  
California TE #2838

## Representative Projects

**OCTA Traffic Light Synchronization Programs**—Mr. Perales provided plans for intersection equipment upgrades to enhance communication and provide signal timing and coordination in projects involving cooperation with multiple municipalities along Chapman Avenue (through Garden Grove and Orange) and Orangethorpe Avenue (through La Palma, Buena Park, Fullerton, Anaheim and Placentia), as well as cooperation with the County of Orange and Caltrans District 12. He provided fiber optic PS&E, Caltrans controller upgrades and a fiber integration to the Caltrans TMC; he applied for Caltrans Encroachment Permits and procured required equipment (controllers, GPS units, traffic signal cabinets, service cabinets, etc.) from vendors and from Caltrans.

**OCTA Traffic Signal Synchronization Implementation Project**—As task leader, Mr. Perales provided implementation and monitoring of signals along Harbor Blvd., Chapman Avenue and State College Blvd., additionally developing traffic signal interconnect plans for the City of Costa Mesa on the Harbor corridor—a project which included fiber optic cable installation and integration of fiber related equipment.

**OCTA Bus Rapid Transit Project**—Mr. Perales provided signal timing and coordination of 157 signals on three arterials (Harbor Blvd., Chapman Avenue and State College Blvd.) in seven (7) cities from Brea to Costa Mesa.

**LA County Traffic Signal Synchronization Projects**—For this multijurisdictional project, Mr. Perales developed plans for traffic signal modifications along Artesia Blvd, Wilmington Ave., Studebaker Road, and Vincent/Glendoria/ Hacienda Blvd.

**Signal Synchronization Project, City of Buena Park**—Mr. Perales provided field inventory of existing signal and controller cabinet equipment along Valley View Street, Knott Avenue and La Palma; he coordinated with Caltrans for installation of GPS time source receiver units and made application for a Caltrans Encroachment Permit.

**Signal Synchronization, City of Placentia**—Mr. Perales provided traffic signal cabinet inventory to identify equipment required to provide upgrades on the Rose Drive corridor; he also led our team in preparing a Citywide Traffic Signal System Map to identify existing signal interconnect, traffic signal cabinet and controller types.

**Traffic Signal System Master Plan, Cities of Costa Mesa and Rancho Cucamonga**—Mr. Perales led our team in detailing existing infrastructure and future infrastructure requirements for several corridors throughout these cities in anticipation of local grant funding.

**Traffic Signal Plans, Signing and Striping Plans, Street Lighting Plans**—Mr. Perales has provided plans for cities throughout the Southland, including the cities of Calimesa, Carson, Fullerton, Indio, Redondo Beach, and Victorville.

**Citywide Improvements, City of Seal Beach**—Mr. Perales provided plans for traffic signal modifications, intersection equipment upgrades and signal interconnect plans along Seal Beach Blvd.; he also coordinated with Caltrans to install GPS time source units at three Caltrans intersections using Caltrans Encroachment Permits.

**Citywide Traffic Engineering, Speed Surveys, Speed Zone Maps and Traffic Volume Maps**—Along with the AGA team, Mr. Perales has provided these services for innumerable cities, including Palm Springs, Buena Park, Chino, Cerritos, Lancaster, Santa Ana, Long Beach and Fountain Valley.

**Level of Service Analysis and Geometric Conceptual Plans, City of Huntington Beach**—Mr. Perales conducted LOS analysis to identify geometric improvements required and their impact to adjacent properties.

**Major Corridor and Freeway Interchange Conceptual Improvement Plans, City of Indio**—Mr. Perales completed conceptual plans, traffic signal, street lighting and signal interconnect plans throughout major corridors along Interstate 10 and Highway 111, as well as for new shopping centers in the City of Indio; he also provided plans for flashing yellow arrow conversions on major City routes.



## SECTION F FEE PROPOSAL

In accordance with the submittal requirements set forth in the RFP, AGA hereby submits this Fee Proposal in a separate sealed envelope. It is understood that the contract period is likely to be three years in length with the City having the option to extend under the same terms and conditions for a maximum of three one-year options for a total of six years. AGA hereby commits to provide hourly rates outlined here within until January of 2021; when at that time we may propose a revised set of hourly rates for the City to consider.

The RFP made mention of a "Not-to-Exceed Fee Proposal" in Category H of Section 1 – Instructions to Offerors. Typically, contract City Traffic Engineer and as needed engineering services are billed on an hourly rate based on labor hours expended to complete work tasks assigned. Therefore, provided below are the hourly rates for both the key personnel outlined in the technical proposal and the personnel classifications that may be used throughout the entire contract period. However, should the City truly require a "Not-to-Exceed Fee Proposal" for the contract City Traffic Engineer position, that fee would be \$93,600 annually based on eight hours of professional service provided each week. It is suggested that a contract of approximately 150% of that above quoted fixed fee be set aside to account for other as needed work, as directed by the City, to complete studies, designs, and other required engineering work.

AGA is pleased to provide the following hourly billing rates for AGA's key personnel as identified in the Service Delivery Organization Chart:

David Roseman	Principal Transportation Engineer	\$225
Mark Miller	Executive Vice-President	\$250
Greg Wong	Senior Transportation Engineer	\$200
Ruben Perales	Senior Design Engineer	\$185

Hourly billing rates for supporting staff identified in the Service Delivery Organization Chart that are likely to perform services under a proposed contract on an as needed basis are as follows:

Vice President	\$ 250	Associate Transportation Engineer II	\$ 140
Senior Transportation Engineer	\$ 200	Transportation Engineering Associate	\$ 135
Senior Design Engineer	\$ 185	Associate Transportation Engineer I	\$ 125
Advanced Systems Integrator	\$ 180	Associate Engineer II	\$ 115
Senior Associate	\$ 170	Associate Engineer I	\$ 110
Transportation Engineer	\$ 170	Assistant Engineer	\$ 90
Senior Signal System Specialist	\$ 165	Traffic Enumerator	\$ 75
Signal System Specialist	\$ 150	Engineering Aide I	\$ 50

The above noted hourly rates are all-inclusive, encompassing costs for overhead, supplies, materials, printing, travel, and other incidental expenses as required in the performance of traffic engineering services for the City of Brea.

City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/04/2019

**SUBJECT:** Outgoing Payment Log and May 24 & 31, 2019 City Check Registers - Receive and file.

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**Attachments**

Outgoing Payment Log

05-24-19 City Check Register

05-31-19 City Check Register

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**City of Brea**  
**Outgoing Payment Log**  
**April 2019**

Effective Date	Vendor	Description	Amount
<b><u>General Account Electronic payments</u></b>			
4/3/2019	CALPERS	Member retirement	198,950.60
4/3/2019	Citizens Business Bank	Credit card processing fees	1,172.33
4/9/2019	CALPERS	Medical payment	382,222.08
4/12/2019	Brea Payroll	Brea staff payroll	841,777.99
4/12/2019	Brea Payroll	Employee deductions	99,580.77
4/12/2019	EDD	Payroll State taxes	51,867.41
4/12/2019	IRS	Payroll Federal taxes	161,940.01
4/12/2019	CA SDU	Child support payments	723.72
4/15/2019	CALPERS	Member retirement	200,206.84
4/17/2019	Bank of New York	Investment Contribution	15,000,000.00
4/18/2019	Paymentus	Monthly service fee - Mar	5,389.00
4/18/2019	IRS	Payroll Federal taxes	18.13
4/19/2019	IRS	Payroll Federal taxes	22.70
4/23/2019	Citizens Business Bank	Monthly banking service fee	1,995.06
4/26/2019	CA Dept of Tax	Sales tax	1,234.00
4/26/2019	Brea Payroll	Brea staff payroll	861,379.44
4/26/2019	Brea Payroll	Employee deductions	120,629.13
4/26/2019	EDD	Payroll State taxes	53,501.19
4/26/2019	IRS	Payroll Federal taxes	164,714.29
4/26/2019	CA SDU	Child support payments	816.54
4/26/2019	Bank of New York	April, 19 LAIF contribution	6,500,000.00
4/29/2019	CALPERS	Member retirement	200,645.48
4/29/2019	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,125.34
4/29/2019	CALPERS	Member retirement	1,461.87
			24,863,373.92
 <b><u>Imprest Accounts</u></b>			
	Various	Workers Compensation Claims	131,137.09
	Various	General Liability Claims	9,774.96
		Subtotal	140,912.05
			\$ 25,004,285.97



## City Check Register for: May 24, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180705	ANAHEIM FULLERTON TOWING CO.	05/24/2019	1691	480515161	27008 TOW-TRANSM SHOP	\$375.00
					<b>ANAHEIM FULLERTON TOWING CO. Total Check Amount:</b>	<b>\$375.00</b>
180706	ASBURY ENVIRONMENTAL SERVICES	05/24/2019	9144	480515161	CLEAN OUT CLARIFIERS	\$1,489.08
		05/24/2019	9144	480515161	USED OIL DISPOSAL	\$65.00
					<b>ASBURY ENVIRONMENTAL SERVICES Total Check Amount:</b>	<b>\$1,554.08</b>
180707	CHARLES TAN & ASSOCIATES, INC.	05/24/2019	26706	110000000	PLAN REVIEW THRU 5/9	\$600.00
					<b>CHARLES TAN &amp; ASSOCIATES, INC. Total Check Amount:</b>	<b>\$600.00</b>
180708	DEPARTMENT OF JUSTICE	05/24/2019	13406	110141481	FINGERPRNT APPS APR19	\$1,436.00
					<b>DEPARTMENT OF JUSTICE Total Check Amount:</b>	<b>\$1,436.00</b>
180709	DJS PLUS	05/24/2019	8022	110404217	6TH GR DANCE 5/3/19	\$400.00
					<b>DJS PLUS Total Check Amount:</b>	<b>\$400.00</b>
180710	ED GRUSH GENERAL CONSTRUCTION	05/24/2019	28141	420000000	CLOSED WATER ACCOUNT	\$180.00
					<b>ED GRUSH GENERAL CONSTRUCTION Total Check Amount:</b>	<b>\$180.00</b>
180711	SOUTHERN CALIFORNIA EDISON	05/24/2019	3343	110515121	ELECTRICITY APR/MAY19	\$5,880.74
		05/24/2019	3343	110515125	ELECTRICITY APR/MAY19	\$63.51
		05/24/2019	3343	110515141	ELECTRICITY APR/MAY19	\$75.89
		05/24/2019	3343	110515143	ELECTRICITY APR/MAY19	\$63.51
		05/24/2019	3343	110515148	ELECTRICITY APR/MAY19	\$33.09
		05/24/2019	3343	490515151	ELECTRICITY APR/MAY19	\$23,338.66
					<b>SOUTHERN CALIFORNIA EDISON Total Check Amount:</b>	<b>\$29,455.40</b>
180712	EPLUS TECHNOLOGY, INC.	05/24/2019	28469	951000000	CISCO NETWRK FIREWALL	\$11,417.51
					<b>EPLUS TECHNOLOGY, INC. Total Check Amount:</b>	<b>\$11,417.51</b>
180713	ERIC W. GRUVER PHD	05/24/2019	7856	110141481	PRE-EMPL EVALUATION	\$850.00
					<b>ERIC W. GRUVER PHD Total Check Amount:</b>	<b>\$850.00</b>
180714	MICHELLE FERNANDEZ	05/24/2019	28465	420000000	CLOSED WATER ACCOUNT	\$26.10
					<b>MICHELLE FERNANDEZ Total Check Amount:</b>	<b>\$26.10</b>
180715	FRONTIER COMMUNICATIONS	05/24/2019	26183	420515131	562 1821083 5/7-6/6	\$62.36
					<b>FRONTIER COMMUNICATIONS Total Check Amount:</b>	<b>\$62.36</b>
180716	G & G TROPHY CO.	05/24/2019	1709	110404223	TYKES SOCCER TROPHIES	\$698.22
					<b>G &amp; G TROPHY CO. Total Check Amount:</b>	<b>\$698.22</b>
180717	THE GAS COMPANY	05/24/2019	3749	420515131	GAS APR/MAY 2019	\$20.03
		05/24/2019	3749	490515151	GAS APR/MAY 2019	\$2,812.20
					<b>THE GAS COMPANY Total Check Amount:</b>	<b>\$2,832.23</b>
180718	GREYSTONE SPECIALTIES	05/24/2019	26833	420515131	POPPY SEED PACKETS	\$2,115.70
					<b>GREYSTONE SPECIALTIES Total Check Amount:</b>	<b>\$2,115.70</b>
180719	HANNA, BROPHY, MACLEAN, MCALEER & J	05/24/2019	25979	470141483	PROF SVCS JUN-JUL17	\$40.00
					<b>HANNA, BROPHY, MACLEAN, MCALEER &amp; J Total Check Amount:</b>	<b>\$40.00</b>
180720	LAKEMAN CHASSIS	05/24/2019	12885	480515161	FAB CRASH BAR	\$119.50



## City Check Register for: May 24, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>LAKEMAN CHASSIS</b>						<b>Total Check Amount:</b>
						<b>\$119.50</b>
180721	DEBBIE LAMB	05/24/2019	28464	420000000	CLOSED WATER ACCOUNT	\$38.36
<b>DEBBIE LAMB</b>						<b>Total Check Amount:</b>
						<b>\$38.36</b>
180722	LIFE-ASSIST, INC.	05/24/2019	10530	174222222	PM MEDS FIRE STN #2	\$557.35
		05/24/2019	10530	174222222	PM MEDS FIRE STN #4	\$56.63
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount:</b>
						<b>\$613.98</b>
180723	LOCAL GOVERNMENT COMMISSION	05/24/2019	2375	110323231	BREA CORE DEC18-MAR19	\$10,999.31
<b>LOCAL GOVERNMENT COMMISSION</b>						<b>Total Check Amount:</b>
						<b>\$10,999.31</b>
180724	NDS, LLC	05/24/2019	25312	110141441	PRESORT MAILSVCS MAY19	\$314.98
<b>NDS, LLC</b>						<b>Total Check Amount:</b>
						<b>\$314.98</b>
180725	OFFICE DEPOT, INC	05/24/2019	4743	110212111	OFFICE SUPPLIES	\$29.06
		05/24/2019	4743	110212121	OFFICE SUPPLIES	\$132.84
		05/24/2019	4743	110212131	OFFICE SUPPLIES	\$44.87
		05/24/2019	4743	110222211	OFFICE SUPPLIES	\$36.90
		05/24/2019	4743	110404311	OFFICE SUPPLIES	\$6.03
<b>OFFICE DEPOT, INC</b>						<b>Total Check Amount:</b>
						<b>\$249.70</b>
180726	ORCHESTRA COLLECTIVE OF ORANGE CTY	05/24/2019	27575	110	PAYOUT:SPRING CONCERT	\$3,060.60
<b>ORCHESTRA COLLECTIVE OF ORANGE CTY</b>						<b>Total Check Amount:</b>
						<b>\$3,060.60</b>
180727	PEN-LINK, LTD.	05/24/2019	22108	172212141	PLX SW MNT/SUPPORT	\$1,530.00
<b>PEN-LINK, LTD.</b>						<b>Total Check Amount:</b>
						<b>\$1,530.00</b>
180728	PAUL PIERCE	05/24/2019	28462	420000000	CLOSED WATER ACCOUNT	\$125.46
<b>PAUL PIERCE</b>						<b>Total Check Amount:</b>
						<b>\$125.46</b>
180729	PUBLIC SURPLUS/THE PUBLIC GROUP	05/24/2019	18564	110000000	AUCTION SURCHG APR19	\$45.50
		05/24/2019	18564	480000000	AUCTION SURCHG APR19	\$1,263.99
<b>PUBLIC SURPLUS/THE PUBLIC GROUP</b>						<b>Total Check Amount:</b>
						<b>\$1,309.49</b>
180730	PUENTE HILLS FORD	05/24/2019	25742	480515161	PD VEH INTERIOR PARTS	\$155.04
		05/24/2019	25742	480515161	SENDER	\$341.42
<b>PUENTE HILLS FORD</b>						<b>Total Check Amount:</b>
						<b>\$496.46</b>
180731	RIVERSIDE COUNTY SHERIFF'S DEPT	05/24/2019	10660	110212111	TFC COLLISION RECONST	\$559.00
<b>RIVERSIDE COUNTY SHERIFF'S DEPT</b>						<b>Total Check Amount:</b>
						<b>\$559.00</b>
180732	ROYAL PAPER CORPORATION	05/24/2019	26215	110141441	KITCHEN SUPPLIES	\$1,571.53
<b>ROYAL PAPER CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$1,571.53</b>
180733	SASE COMPANY, INC.	05/24/2019	15500	480515161	CONCRETE GRNDR WHEELS	\$366.69
<b>SASE COMPANY, INC.</b>						<b>Total Check Amount:</b>
						<b>\$366.69</b>
180734	KAMRAN SHAHABI	05/24/2019	28467	420000000	CLOSED WATER ACCOUNT	\$33.28
<b>KAMRAN SHAHABI</b>						<b>Total Check Amount:</b>
						<b>\$33.28</b>
180735	BERNARD SHEA	05/24/2019	28466	420000000	CLOSED WATER ACCOUNT	\$96.08
<b>BERNARD SHEA</b>						<b>Total Check Amount:</b>
						<b>\$96.08</b>

## City Check Register for: May 24, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
180736	SOUTH COAST AQMD	05/24/2019	10871	480515161	FAC #138900:HOT SPOTS	\$132.98	
<b>SOUTH COAST AQMD</b>						<b>Total Check Amount:</b>	<b>\$132.98</b>
180737	SOUTH COAST FIRE EQUIPMENT, INC.	05/24/2019	18767	480515161	PIERCE ENFORCR PUMPER	\$168,673.81	
<b>SOUTH COAST FIRE EQUIPMENT, INC.</b>						<b>Total Check Amount:</b>	<b>\$168,673.81</b>
180738	UNIFIRST CORPORATION	05/24/2019	27988	110515121	UNIFORM SVCS APR 2019	\$68.40	
		05/24/2019	27988	110515125	UNIFORM SVCS APR 2019	\$30.75	
		05/24/2019	27988	110515141	UNIFORM SVCS APR 2019	\$116.75	
		05/24/2019	27988	110515143	UNIFORM SVCS APR 2019	\$20.40	
		05/24/2019	27988	110515144	UNIFORM SVCS APR 2019	\$66.40	
		05/24/2019	27988	360515145	UNIFORM SVCS APR 2019	\$52.25	
		05/24/2019	27988	420515131	UNIFORM SVCS APR 2019	\$136.05	
		05/24/2019	27988	430515123	UNIFORM SVCS APR 2019	\$51.45	
		05/24/2019	27988	440515126	UNIFORM SVCS APR 2019	\$14.40	
		05/24/2019	27988	480515161	UNIFORM SVCS APR 2019	\$184.10	
		05/24/2019	27988	490515151	UNIFORM SVCS APR 2019	\$320.75	
<b>UNIFIRST CORPORATION</b>						<b>Total Check Amount:</b>	<b>\$1,061.70</b>
180739	UNITED PARCEL SERVICE	05/24/2019	3174	110141441	SHIPPING CHGS APR/MAY	\$55.18	
<b>UNITED PARCEL SERVICE</b>						<b>Total Check Amount:</b>	<b>\$55.18</b>
180740	VERIZON CONNECT NWF, INC.	05/24/2019	25293	480515161	PW GPS FEES APR 2019	\$893.00	
<b>VERIZON CONNECT NWF, INC.</b>						<b>Total Check Amount:</b>	<b>\$893.00</b>
180741	VETERINARY PET INS. CO.	05/24/2019	20975	110	4436 PET INS APR 2019	\$462.72	
<b>VETERINARY PET INS. CO.</b>						<b>Total Check Amount:</b>	<b>\$462.72</b>
180742	WEDDING WIRE INC	05/24/2019	24800	110404154	FACILITIES ADVERTISNG	\$200.00	
		05/24/2019	24800	110404213	FACILITIES ADVERTISNG	\$4,800.00	
<b>WEDDING WIRE INC</b>						<b>Total Check Amount:</b>	<b>\$5,000.00</b>
180743	WOODSBORO PTA	05/24/2019	27767	110	THEATRE RENTAL REFUND	\$480.00	
		05/24/2019	27767	110	THTR RENTAL DEP REFND	\$500.00	
<b>WOODSBORO PTA</b>						<b>Total Check Amount:</b>	<b>\$980.00</b>
180744	XEROX CORPORATION	05/24/2019	3349	110141441	SUPPLIES	\$435.31	
<b>XEROX CORPORATION</b>						<b>Total Check Amount:</b>	<b>\$435.31</b>
180745	KUM HEE YOO	05/24/2019	28501	110	SUMMER DAYCAMP REFUND	\$655.00	
<b>KUM HEE YOO</b>						<b>Total Check Amount:</b>	<b>\$655.00</b>
180746	YOUNGBLOOD & ASSOCIATES	05/24/2019	24905	110141481	POLYGRAPH EXAMS APR19	\$2,450.00	
<b>YOUNGBLOOD &amp; ASSOCIATES</b>						<b>Total Check Amount:</b>	<b>\$2,450.00</b>
<b>Check Subtotal</b>						<b>\$254,326.72</b>	
V32669	ACCELA INC.	05/24/2019	27472	110323241	ACCELA CRED(12 USERS)	(\$29,000.00)	
		05/24/2019	27472	110323241	ACCELA SUBSCRIPTION	\$55,188.00	
<b>ACCELA INC.</b>						<b>Total Check Amount:</b>	<b>\$26,188.00</b>

## City Check Register for: May 24, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V32670	ALL CITY MANAGEMENT SERVICES INC	05/24/2019	6604	110212132	CROSSNG GRDS 4/7-4/20	\$1,645.00
<b>ALL CITY MANAGEMENT SERVICES INC</b>						<b>Total Check Amount:</b>
						<b>\$1,645.00</b>
V32671	LEO ARNOLD	05/24/2019	22721	110141481	BCKGRND INVESTIGATION	\$6,200.00
<b>LEO ARNOLD</b>						<b>Total Check Amount:</b>
						<b>\$6,200.00</b>
V32672	AVCOGAS PROPANE SALES & SERVICES	05/24/2019	22047	480515161	PETROLEUM 248.1 GAL	\$490.28
		05/24/2019	22047	480515161	PETROLEUM 373.5 GAL	\$847.53
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>						<b>Total Check Amount:</b>
						<b>\$1,337.81</b>
V32673	BREA/ORANGE COUNTY PLUMBING	05/24/2019	3781	420515131	EARTHQK SHUTOFF VALVE	\$4,184.60
		05/24/2019	3781	490515151	EARTHQK SHUTOFF VALVE	\$3,943.64
<b>BREA/ORANGE COUNTY PLUMBING</b>						<b>Total Check Amount:</b>
						<b>\$8,128.24</b>
V32674	BROWN MOTOR WORKS, INC	05/24/2019	19934	480515161	BMW TIRE	\$246.93
		05/24/2019	19934	480515161	ENGINE VALVE COVER	\$88.20
<b>BROWN MOTOR WORKS, INC</b>						<b>Total Check Amount:</b>
						<b>\$335.13</b>
V32675	BYRNE SOFTWARE TECHNOLOGIES, INC.	05/24/2019	27471	110323241	ACCELA IMPL 4/20-4/26	\$55.00
		05/24/2019	27471	110323241	ACCELA IMPL 4/27-5/3	\$55.00
<b>BYRNE SOFTWARE TECHNOLOGIES, INC.</b>						<b>Total Check Amount:</b>
						<b>\$110.00</b>
V32676	CALOLYMPIC SAFETY	05/24/2019	3135	480515161	NITRILE/LATEX GLOVES	\$252.70
<b>CALOLYMPIC SAFETY</b>						<b>Total Check Amount:</b>
						<b>\$252.70</b>
V32677	CANNINGS ACE HARDWARE	05/24/2019	15828	480515161	SHOP SUPPLIES	\$20.75
<b>CANNINGS ACE HARDWARE</b>						<b>Total Check Amount:</b>
						<b>\$20.75</b>
V32678	ANDREW CATOR	05/24/2019	6646	460141474	APRIL 2019 MILEAGE	\$233.16
<b>ANDREW CATOR</b>						<b>Total Check Amount:</b>
						<b>\$233.16</b>
V32679	CLEAN CUT LANDSCAPE	05/24/2019	26042	510707936	INSTALL EMPL MEMORIAL	\$5,277.70
		05/24/2019	26042	510707936	RETENTN:EMPL MEMORIAL	\$277.50
<b>CLEAN CUT LANDSCAPE</b>						<b>Total Check Amount:</b>
						<b>\$5,555.20</b>
V32680	DANIELS TIRE SERVICE	05/24/2019	3133	480515161	PD/PW TIRES	\$4,515.33
<b>DANIELS TIRE SERVICE</b>						<b>Total Check Amount:</b>
						<b>\$4,515.33</b>
V32681	DELTA DENTAL PLAN OF CALIFORNIA	05/24/2019	3411	110	05-04253 DENTAL MAY19	\$17,836.64
<b>DELTA DENTAL PLAN OF CALIFORNIA</b>						<b>Total Check Amount:</b>
						<b>\$17,836.64</b>
V32682	E.J. WARD INC	05/24/2019	11309	480515161	RPR FRNT GATE TERMNAL	\$225.00
<b>E.J. WARD INC</b>						<b>Total Check Amount:</b>
						<b>\$225.00</b>
V32683	ENTENMANN ROVIN COMPANY	05/24/2019	3457	110212111	BADGES	\$729.10
<b>ENTENMANN ROVIN COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$729.10</b>
V32684	GAIL EVERTSEN	05/24/2019	10141	110141481	REIMB:ALL-STAR AWARDS	\$171.07
<b>GAIL EVERTSEN</b>						<b>Total Check Amount:</b>
						<b>\$171.07</b>
V32685	FIREFIGHTERS SAFETY CENTER	05/24/2019	18485	110222221	BOOTS	\$234.90
		05/24/2019	18485	110222231	CLASS A UNIFORM	\$310.36
<b>FIREFIGHTERS SAFETY CENTER</b>						<b>Total Check Amount:</b>
						<b>\$545.26</b>
V32686	FUSCOE ENGINEERING, INC.	05/24/2019	18052	110000000	WQMP PLAN CHECK MAR19	\$902.00

## City Check Register for: May 24, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V32686	FUSCOE ENGINEERING, INC.	05/24/2019	18052	410515132	NPDES SVCS MARCH 2019	\$238.00
<b>FUSCOE ENGINEERING, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,140.00</b>
V32687	GRAINGER	05/24/2019	13634	110222211	BATTERIES	\$44.61
		05/24/2019	13634	480515161	CR:9160706066 VALVE	(\$81.48)
		05/24/2019	13634	480515161	PLASTIC ROUND BUCKET	\$30.69
		05/24/2019	13634	480515161	SUBMERSBLE PUMP/VALVE	\$720.75
		05/24/2019	13634	480515161	SWING CHECK VALVE	\$14.44
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$729.01</b>
V32688	HAAKER EQUIPMENT CO.	05/24/2019	4297	480515161	BALL VALVE	\$131.40
		05/24/2019	4297	480515161	CR:C49521 SEAL KIT	(\$80.87)
		05/24/2019	4297	480515161	VACTOR HOSE CLAMPS	\$489.14
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$539.67</b>
V32689	ROBERT HAEFNER	05/24/2019	14703	110212111	TRAINING MILEAGE	\$49.30
<b>ROBERT HAEFNER</b>					<b>Total Check Amount:</b>	<b>\$49.30</b>
V32690	GABRIEL HANNAH	05/24/2019	17533	110404424	UMP:STJUDE LEAGUE '19	\$810.00
<b>GABRIEL HANNAH</b>					<b>Total Check Amount:</b>	<b>\$810.00</b>
V32691	HI SIGN	05/24/2019	4693	490515151	P2 PARKING SIGNS	\$170.25
<b>HI SIGN</b>					<b>Total Check Amount:</b>	<b>\$170.25</b>
V32692	INK LINK INC	05/24/2019	22423	110404213	BRIDALSHOW DATE PTCHS	\$64.65
		05/24/2019	22423	110404542	DATE PATCHES:CONCERTS	\$64.65
<b>INK LINK INC</b>					<b>Total Check Amount:</b>	<b>\$129.30</b>
V32695	INTERWEST CONSULTING GROUP, INC.	05/24/2019	28473	510707218	CIP MGMT SVCS APR19	\$525.00
		05/24/2019	28473	510707218	CIP MGMT SVCS FEB19	\$75.00
		05/24/2019	28473	510707251	CIP MGMT SVCS APR19	\$11,250.00
		05/24/2019	28473	510707251	CIP MGMT SVCS FEB19	\$7,800.00
		05/24/2019	28473	510707251	CIP MGMT SVCS MAR19	\$13,350.00
		05/24/2019	28473	510707278	CIP MGMT SVCS APR19	\$262.50
		05/24/2019	28473	510707278	CIP MGMT SVCS FEB19	\$150.00
		05/24/2019	28473	510707278	CIP MGMT SVCS MAR19	\$675.00
		05/24/2019	28473	510707311	CIP MGMT SVCS APR19	\$862.50
		05/24/2019	28473	510707311	CIP MGMT SVCS FEB19	\$262.50
		05/24/2019	28473	510707311	CIP MGMT SVCS MAR19	\$1,612.50
		05/24/2019	28473	510707453	CIP MGMT SVCS APR19	\$525.00
		05/24/2019	28473	510707453	CIP MGMT SVCS FEB19	\$487.50
		05/24/2019	28473	510707453	CIP MGMT SVCS MAR19	\$1,200.00
		05/24/2019	28473	510707454	CIP MGMT SVCS APR19	\$225.00
		05/24/2019	28473	510707454	CIP MGMT SVCS FEB19	\$112.50
		05/24/2019	28473	510707454	CIP MGMT SVCS MAR19	\$37.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V32695	INTERWEST CONSULTING GROUP, INC.	05/24/2019	28473	510707457	CIP MGMT SVCS FEB19	\$450.00
		05/24/2019	28473	510707457	CIP MGMT SVCS MAR19	\$112.50
		05/24/2019	28473	510707458	CIP MGMT SVCS APR19	\$112.50
		05/24/2019	28473	510707458	CIP MGMT SVCS FEB19	\$112.50
		05/24/2019	28473	510707458	CIP MGMT SVCS MAR19	\$37.50
		05/24/2019	28473	510707459	CIP MGMT SVCS APR19	\$112.50
		05/24/2019	28473	510707459	CIP MGMT SVCS FEB19	\$337.50
		05/24/2019	28473	510707459	CIP MGMT SVCS MAR19	\$225.00
		05/24/2019	28473	510707460	CIP MGMT SVCS APR19	\$112.50
		05/24/2019	28473	510707460	CIP MGMT SVCS FEB19	\$412.50
		05/24/2019	28473	510707460	CIP MGMT SVCS MAR19	\$225.00
		05/24/2019	28473	510707464	CIP MGMT SVCS APR19	\$675.00
		05/24/2019	28473	510707464	CIP MGMT SVCS FEB19	\$225.00
		05/24/2019	28473	510707464	CIP MGMT SVCS MAR19	\$1,537.50
		05/24/2019	28473	510707466	CIP MGMT SVCS APR19	\$150.00
		05/24/2019	28473	510707466	CIP MGMT SVCS FEB19	\$150.00
		05/24/2019	28473	510707467	CIP MGMT SVCS APR19	\$262.50
		05/24/2019	28473	510707467	CIP MGMT SVCS MAR19	\$225.00
		05/24/2019	28473	510707470	CIP MGMT SVCS APR19	\$225.00
		05/24/2019	28473	510707470	CIP MGMT SVCS FEB19	\$75.00
		05/24/2019	28473	510707471	CIP MGMT SVCS APR19	\$225.00
		05/24/2019	28473	510707471	CIP MGMT SVCS FEB19	\$112.50
		05/24/2019	28473	510707621	CIP MGMT SVCS APR19	\$112.50
		05/24/2019	28473	510707621	CIP MGMT SVCS FEB19	\$787.50
		05/24/2019	28473	510707621	CIP MGMT SVCS MAR19	\$75.00
		05/24/2019	28473	510707627	CIP MGMT SVCS APR19	\$375.00
		05/24/2019	28473	510707627	CIP MGMT SVCS FEB19	\$112.50
		05/24/2019	28473	510707627	CIP MGMT SVCS MAR19	\$825.00
		05/24/2019	28473	510707903	CIP MGMT SVCS FEB19	\$75.00
		05/24/2019	28473	510707903	CIP MGMT SVCS MAR19	\$75.00
		05/24/2019	28473	510707923	CIP MGMT SVCS APR19	\$1,725.00
		05/24/2019	28473	510707923	CIP MGMT SVCS MAR19	\$487.50
<b>INTERWEST CONSULTING GROUP, INC. Total Check Amount:</b>						<b>\$50,175.00</b>
V32696	JAX AUTO	05/24/2019	20187	480515161	1115 SMOG INSPECTION	\$49.95
<b>JAX AUTO Total Check Amount:</b>						<b>\$49.95</b>
V32697	KEYSER MARSTON ASSOCIATES, INC.	05/24/2019	25482	280323215	CONSULTING SVCS APR19	\$2,025.00
<b>KEYSER MARSTON ASSOCIATES, INC. Total Check Amount:</b>						<b>\$2,025.00</b>
V32698	LAKIN TIRE WEST, INC.	05/24/2019	12286	480515161	USED TIRE DISPOSAL	\$342.55

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>LAKIN TIRE WEST, INC.</b>						<b>Total Check Amount:</b>
						<b>\$342.55</b>
V32699	LEHR	05/24/2019	26035	480515161	ION AMBER/WHITE LGHTS	\$241.36
<b>LEHR</b>						<b>Total Check Amount:</b>
						<b>\$241.36</b>
V32700	LIBERTY PAINTING & RESTORATION, INC	05/24/2019	25899	490515151	PAINT CHIEF&CAPT OFCS	\$1,495.00
<b>LIBERTY PAINTING &amp; RESTORATION, INC</b>						<b>Total Check Amount:</b>
						<b>\$1,495.00</b>
V32701	LINCOLN AQUATICS	05/24/2019	17902	110404422	LIQUID CHLORNE:PLUNGE	\$542.37
		05/24/2019	17902	110404422	MURIATIC ACID:PLUNGE	\$1,107.20
		05/24/2019	17902	110404422	SODIUM BICARBONATE	\$1,200.62
		05/24/2019	17902	490515151	PLASTER REPAIR (POOL)	\$800.00
		05/24/2019	17902	490515151	SVC CHG 4/30/19	\$15.12
<b>LINCOLN AQUATICS</b>						<b>Total Check Amount:</b>
						<b>\$3,665.31</b>
V32702	ELIZABETH LUSK	05/24/2019	16911	110212111	TRAINING MILEAGE	\$20.24
<b>ELIZABETH LUSK</b>						<b>Total Check Amount:</b>
						<b>\$20.24</b>
V32703	MAR-CO EQUIPMENT COMPANY	05/24/2019	20329	480515161	SWEEPER CONTROL VALVE	\$506.60
		05/24/2019	20329	480515161	SWPR VALVE ASSY/GAUGE	\$768.06
<b>MAR-CO EQUIPMENT COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$1,274.66</b>
V32704	MINER, LTD	05/24/2019	27173	490515151	P2 GATE REPAIR	\$306.25
		05/24/2019	27173	490515151	SCOUT CTR DOOR REPAIR	\$657.24
<b>MINER, LTD</b>						<b>Total Check Amount:</b>
						<b>\$963.49</b>
V32705	ORANGE COUNTY SANITATION DIST.	05/24/2019	14689	110	COMRCL SWR FEES APR19	\$15,034.18
		05/24/2019	14689	110	RES SEWER FEES APR19	\$5,389.00
		05/24/2019	14689	110000000	5% COLL:COMM SF APR19	(\$751.71)
		05/24/2019	14689	110000000	5% COLL:RES SF APR19	(\$269.45)
<b>ORANGE COUNTY SANITATION DIST.</b>						<b>Total Check Amount:</b>
						<b>\$19,402.02</b>
V32706	PAN-PACIFIC MECHANICAL, LLC.	05/24/2019	27925	490515151	REPL BEARINGS ON AH10	\$2,072.59
<b>PAN-PACIFIC MECHANICAL, LLC.</b>						<b>Total Check Amount:</b>
						<b>\$2,072.59</b>
V32707	PLACEWORKS, INC.	05/24/2019	26720	110000000	BREA 265 ENV SVCS APR	\$30,251.73
		05/24/2019	26720	110000000	DT PROJ CONSULT APR19	\$1,316.70
		05/24/2019	26720	110000000	MERCURY PROJ APR19	\$7,254.75
<b>PLACEWORKS, INC.</b>						<b>Total Check Amount:</b>
						<b>\$38,823.18</b>
V32708	QUINN COMPANY	05/24/2019	12380	480515161	ALTERNATOR PULLEY	\$135.48
<b>QUINN COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$135.48</b>
V32709	RAY-LITE INDUSTRIES, INC.	05/24/2019	19800	490515152	GYM LED LIGHTS UPDATE	\$4,944.11
<b>RAY-LITE INDUSTRIES, INC.</b>						<b>Total Check Amount:</b>
						<b>\$4,944.11</b>
V32710	RICHARDS, WATSON & GERSHON	05/24/2019	8978	110111112	0001 GEN LGL SVCS MAR	\$11,387.97
		05/24/2019	8978	110111112	9999 GEN LGL SVCS MAR	\$20,619.00
		05/24/2019	8978	470141483	0001 GEN LGL SVCS MAR	\$38.00
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount:</b>
						<b>\$32,044.97</b>

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V32711	ROTH STAFFING COMPANIES LP	05/24/2019	27579	110141431	TEMP STAFF 4/15-4/21	\$990.07	
		05/24/2019	27579	110141431	TEMP STAFF 4/22-4/28	\$1,191.20	
		05/24/2019	27579	110141431	TEMP STAFF 4/29-5/2	\$990.07	
		05/24/2019	27579	420141431	TEMP STAFF 4/15-4/21	\$297.02	
		05/24/2019	27579	420141431	TEMP STAFF 4/22-4/28	\$357.36	
		05/24/2019	27579	420141431	TEMP STAFF 4/29-5/2	\$297.02	
		05/24/2019	27579	430141431	TEMP STAFF 4/15-4/21	\$297.02	
		05/24/2019	27579	430141431	TEMP STAFF 4/22-4/28	\$357.36	
		05/24/2019	27579	430141431	TEMP STAFF 4/29-5/2	\$297.02	
		05/24/2019	27579	630141432	TEMP STAFF 4/15-4/21	\$396.03	
		05/24/2019	27579	630141432	TEMP STAFF 4/22-4/28	\$476.49	
		05/24/2019	27579	630141432	TEMP STAFF 4/29-5/2	\$396.03	
<b>ROTH STAFFING COMPANIES LP</b>						<b>Total Check Amount:</b>	<b>\$6,342.69</b>
V32712	SAGECREST PLANNING & ENVIRONMENTAL	05/24/2019	27578	110000000	SENIOR PLANNER APR19	\$4,620.00	
<b>SAGECREST PLANNING &amp; ENVIRONMENTAL</b>						<b>Total Check Amount:</b>	<b>\$4,620.00</b>
V32713	SC FUELS	05/24/2019	16654	480515161	CLR DIESEL 1200.6 GAL	\$4,444.22	
		05/24/2019	16654	480515161	REG ETH 3855 GAL	\$12,864.89	
		05/24/2019	16654	480515161	REG ETH 4058.2 GAL	\$14,172.25	
<b>SC FUELS</b>						<b>Total Check Amount:</b>	<b>\$31,481.36</b>
V32714	SMART & FINAL	05/24/2019	3269	110404429	DANCE/CAFE SUPPLIES	\$345.50	
<b>SMART &amp; FINAL</b>						<b>Total Check Amount:</b>	<b>\$345.50</b>
V32715	SO CAL LAND MAINTENANCE, INC.	05/24/2019	26009	110515141	PARKS MOWING APR 2019	\$6,129.88	
		05/24/2019	26009	110515141	PARKS MOWING MAR 2019	\$6,129.88	
<b>SO CAL LAND MAINTENANCE, INC.</b>						<b>Total Check Amount:</b>	<b>\$12,259.76</b>
V32716	STAGELIGHT FAMILY PRODUCTIONS	05/24/2019	7825	110404542	BYT OLIVER 2019 #1	\$7,608.75	
<b>STAGELIGHT FAMILY PRODUCTIONS</b>						<b>Total Check Amount:</b>	<b>\$7,608.75</b>
V32717	TECHNICOLOR PRINTING	05/24/2019	24354	110404223	VOLLEYBALL T-SHIRTS	\$60.34	
<b>TECHNICOLOR PRINTING</b>						<b>Total Check Amount:</b>	<b>\$60.34</b>
V32718	THOMSON REUTERS - WEST	05/24/2019	22020	110212121	WEST INFO CHGS APR19	\$379.46	
<b>THOMSON REUTERS - WEST</b>						<b>Total Check Amount:</b>	<b>\$379.46</b>
V32719	THYSSENKRUPP ELEVATOR	05/24/2019	10308	110515125	CLEAN DTSP1 ELEVGLASS	\$890.70	
<b>THYSSENKRUPP ELEVATOR</b>						<b>Total Check Amount:</b>	<b>\$890.70</b>
V32720	TOMARK SPORTS	05/24/2019	6098	110404223	SOFTBALL SUPPLIES	\$580.00	
		05/24/2019	6098	110404420	SOFTBALL SUPPLIES	\$637.15	
<b>TOMARK SPORTS</b>						<b>Total Check Amount:</b>	<b>\$1,217.15</b>
V32721	TRG LAND, INC.	05/24/2019	11723	110000000	PROJ MGMT SVCS APR19	\$1,968.55	
<b>TRG LAND, INC.</b>						<b>Total Check Amount:</b>	<b>\$1,968.55</b>
V32722	TROY SHEET METAL WORKS INC.	05/24/2019	15153	480515161	RADIO FACE PLATES	\$99.65	



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<b>TROY SHEET METAL WORKS INC.</b>						<b>Total Check Amount:</b>	<b>\$99.65</b>
V32723	US METRO GROUP, INC.	05/24/2019	24814	490515151	PORTER SVC:PET EXPO	\$187.50	
<b>US METRO GROUP, INC.</b>						<b>Total Check Amount:</b>	<b>\$187.50</b>
V32724	VENDINI	05/24/2019	24179	110404542	TICKET FEES APR 2019	\$306.60	
<b>VENDINI</b>						<b>Total Check Amount:</b>	<b>\$306.60</b>
V32725	VISTA PAINT CORPORATION	05/24/2019	4573	110515125	DT PS2 PAINT PROJECT	\$1,752.14	
		05/24/2019	4573	490515151	CCC PAINT PROJECT	\$188.86	
		05/24/2019	4573	490515151	PAINT SUPPLIES	\$108.25	
<b>VISTA PAINT CORPORATION</b>						<b>Total Check Amount:</b>	<b>\$2,049.25</b>
V32726	WEBBY DANCE COMPANY	05/24/2019	25323	110404214	WEBBY TUMBLING	\$175.00	
<b>WEBBY DANCE COMPANY</b>						<b>Total Check Amount:</b>	<b>\$175.00</b>
V32727	CANDACE WEIDMAN	05/24/2019	4009	110404214	PREBALLET/TAP CLASSES	\$416.00	
<b>CANDACE WEIDMAN</b>						<b>Total Check Amount:</b>	<b>\$416.00</b>
V32728	CHRISTINE WHITE	05/24/2019	18977	110222211	TRAINING MILEAGE	\$146.74	
<b>CHRISTINE WHITE</b>						<b>Total Check Amount:</b>	<b>\$146.74</b>
						<b>Voucher Subtotal</b>	<b>\$305,825.83</b>
<b>TOTAL</b>							<b>\$560,152.55</b>



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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180747	AMERON POLE PRODUCTS, LLC	05/31/2019	26799	110515121	ST LT POLES INVENTORY	\$19,447.91
<b>AMERON POLE PRODUCTS, LLC</b>						<b>Total Check Amount: \$19,447.91</b>
180748	ANAHEIM REG MED CENTER AHMC	05/31/2019	21180	110212121	EMERG RM CHGS 5/9/19	\$850.00
<b>ANAHEIM REG MED CENTER AHMC</b>						<b>Total Check Amount: \$850.00</b>
180749	ASCAP	05/31/2019	18811	110404421	2017 C/FAIR MUSIC LIC	\$50.00
		05/31/2019	18811	110404421	2018 C/FAIR MUSIC LIC	\$50.00
<b>ASCAP</b>						<b>Total Check Amount: \$100.00</b>
180750	AT&T	05/31/2019	22050	475141471	6370187406 4/11-5/10	\$1,302.40
<b>AT&amp;T</b>						<b>Total Check Amount: \$1,302.40</b>
180751	SHELLI BAYARD	05/31/2019	28513	420000000	CLOSED WATER ACCOUNT	\$9.46
<b>SHELLI BAYARD</b>						<b>Total Check Amount: \$9.46</b>
180752	BRECKENRIDGE PROPERTY FUND 2016 LLC	05/31/2019	28514	420000000	CLOSED WATER ACCOUNT	\$74.91
<b>BRECKENRIDGE PROPERTY FUND 2016 LLC</b>						<b>Total Check Amount: \$74.91</b>
180753	CALIF FORENSIC PHLEBOTOMY INC.	05/31/2019	4488	110212131	BLOOD TESTS APR 2019	\$2,889.00
<b>CALIF FORENSIC PHLEBOTOMY INC.</b>						<b>Total Check Amount: \$2,889.00</b>
180754	MICHAEL CARPENTER	05/31/2019	27229	420000000	CLOSED WATER ACCOUNT	\$64.32
<b>MICHAEL CARPENTER</b>						<b>Total Check Amount: \$64.32</b>
180755	CINTAS	05/31/2019	24347	110404211	BCC FIRST AID RESTOCK	\$103.95
		05/31/2019	24347	110404542	THTR FRST AID RESTOCK	\$53.89
<b>CINTAS</b>						<b>Total Check Amount: \$157.84</b>
180756	COUNTY OF ORANGE	05/31/2019	4799	110212122	APR19 PRKNG CITATIONS	\$5,703.50
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$5,703.50</b>
180757	COUNTY OF ORANGE	05/31/2019	4799	110212133	COMM CHGS BR1 APR19	\$352.00
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$352.00</b>
180758	COUNTY OF ORANGE HEALTH CARE AGENCY	05/31/2019	19197	510707873	INSP SVCS 5/3/19	\$1,886.00
<b>COUNTY OF ORANGE HEALTH CARE AGENCY</b>						<b>Total Check Amount: \$1,886.00</b>
180759	CRIME SCENE STERI-CLEAN, LLC	05/31/2019	24939	110212131	BIOHAZRD CLEANUP 5/18	\$750.00
<b>CRIME SCENE STERI-CLEAN, LLC</b>						<b>Total Check Amount: \$750.00</b>
180760	DJS PLUS	05/31/2019	8022	110404224	FR/DAUGHTR DANCE 6/14	\$500.00
<b>DJS PLUS</b>						<b>Total Check Amount: \$500.00</b>
180761	BRANDON DUBOIS	05/31/2019	28510	420000000	CLOSED WATER ACCOUNT	\$114.92
<b>BRANDON DUBOIS</b>						<b>Total Check Amount: \$114.92</b>
180762	SOUTHERN CALIFORNIA EDISON	05/31/2019	3343	110515121	ELECTRICITY APR/MAY19	\$822.52
		05/31/2019	3343	110515148	ELECTRICITY APR/MAY19	\$36.83
<b>SOUTHERN CALIFORNIA EDISON</b>						<b>Total Check Amount: \$859.35</b>
180763	EMPLOYMENT DEVELOPMENT DEPT	05/31/2019	7464	470141483	944-0073-6 UI 033119	\$2,617.00
<b>EMPLOYMENT DEVELOPMENT DEPT</b>						<b>Total Check Amount: \$2,617.00</b>
180764	FRANCHISE TAX BOARD	05/31/2019	13287	110	CD916516281 052419 PR	\$145.89

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<b>FRANCHISE TAX BOARD</b>						<b>Total Check Amount: \$145.89</b>
180765	FRANCHISE TAX BOARD/ST OF CALIF	05/31/2019	12043	110	625016303 052419 PR	\$1,387.60
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>						<b>Total Check Amount: \$1,387.60</b>
180766	FRONTIER COMMUNICATIONS	05/31/2019	26183	475141471	562 1820146 5/16-6/15	\$44.73
<b>FRONTIER COMMUNICATIONS</b>						<b>Total Check Amount: \$44.73</b>
180767	ANGEL GALINDO	05/31/2019	24821	110404224	FR/DAUGHTR DANCE 6/14	\$1,000.00
<b>ANGEL GALINDO</b>						<b>Total Check Amount: \$1,000.00</b>
180768	GATEWAY URGENT CARE CENTER	05/31/2019	27352	110141481	MED EXAMS DEC 2018	\$2,500.00
<b>GATEWAY URGENT CARE CENTER</b>						<b>Total Check Amount: \$2,500.00</b>
180769	HARRINGTON GEOTECHNICAL ENG.INC.	05/31/2019	15251	510707461	CLFFWD TRCT:TEST/REPT	\$2,000.00
<b>HARRINGTON GEOTECHNICAL ENG.INC.</b>						<b>Total Check Amount: \$2,000.00</b>
180770	GAIL HOLGATE	05/31/2019	28509	420000000	CLOSED WATER ACCOUNT	\$92.04
<b>GAIL HOLGATE</b>						<b>Total Check Amount: \$92.04</b>
180771	J&G INDUSTRIES, INC.	05/31/2019	28502	420000000	CLOSED WATER ACCOUNT	\$2,406.70
<b>J&amp;G INDUSTRIES, INC.</b>						<b>Total Check Amount: \$2,406.70</b>
180772	THE KNOT	05/31/2019	26150	110404213	BRIDAL SHOW ADVERTSNG	\$2,601.00
<b>THE KNOT</b>						<b>Total Check Amount: \$2,601.00</b>
180773	JACK LI	05/31/2019	28515	420000000	CLOSED WATER ACCOUNT	\$32.36
<b>JACK LI</b>						<b>Total Check Amount: \$32.36</b>
180774	MEDPOST URGENT CARE - BREA	05/31/2019	27547	110141481	MEDICAL SVCS APR 2019	\$500.00
		05/31/2019	27547	110141481	MEDICAL SVCS MAR 2019	\$629.00
<b>MEDPOST URGENT CARE - BREA</b>						<b>Total Check Amount: \$1,129.00</b>
180775	MISSION WOOD FINISHING	05/31/2019	11454	490515151	REFINISH CM FURNITURE	\$600.00
<b>MISSION WOOD FINISHING</b>						<b>Total Check Amount: \$600.00</b>
180776	MY COMMUNITY GUIDE	05/31/2019	23827	110404421	COUNTRY FAIR ADS	\$250.00
<b>MY COMMUNITY GUIDE</b>						<b>Total Check Amount: \$250.00</b>
180777	NATIONAL DATA & SURVEYING SERVICES	05/31/2019	28243	510707311	TRAFFIC COUNTS	\$150.00
<b>NATIONAL DATA &amp; SURVEYING SERVICES</b>						<b>Total Check Amount: \$150.00</b>
180778	NICOLE CROMWELL ART	05/31/2019	28508	110	34TH MICA ART SALES	\$840.00
<b>NICOLE CROMWELL ART</b>						<b>Total Check Amount: \$840.00</b>
180779	KIM O'BRIEN	05/31/2019	28505	110	RENTAL DEPOSIT REFUND	\$500.00
<b>KIM O'BRIEN</b>						<b>Total Check Amount: \$500.00</b>
180780	ORANGE COUNTY WINWATER WORKS	05/31/2019	28030	420515131	PLUMBING SUPPLIES	\$5,108.55
<b>ORANGE COUNTY WINWATER WORKS</b>						<b>Total Check Amount: \$5,108.55</b>
180781	OFFICE DEPOT, INC	05/31/2019	4743	110141481	OFFICE SUPPLIES	\$98.50
<b>OFFICE DEPOT, INC</b>						<b>Total Check Amount: \$98.50</b>
180782	PETTY CASH CUSTODIAN	05/31/2019	15657	110	PCF REPL 5/20/2019	\$158.75
<b>PETTY CASH CUSTODIAN</b>						<b>Total Check Amount: \$158.75</b>
180783	PLUMBING WHOLESALE OUTLET, INC.	05/31/2019	18392	420515131	PLUMBING SUPPLIES	\$81.02

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180783	PLUMBING WHOLESALE OUTLET, INC.	05/31/2019	18392	490515151	FD WTR HTR WRRNTY FEE	\$125.00
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$206.02</b>
180784	PRECISION SURVEY SUPPLY LLC	05/31/2019	21428	110212132	CALIBRATION, SW MNT	\$614.65
<b>PRECISION SURVEY SUPPLY LLC</b>						<b>Total Check Amount: \$614.65</b>
180785	PROFORCE LAW ENFORCEMENT	05/31/2019	25486	110212131	AMMUNITION MAG HOLDER	\$219.81
<b>PROFORCE LAW ENFORCEMENT</b>						<b>Total Check Amount: \$219.81</b>
180786	PUPPIES AND REPTILES FOR PARTIES	05/31/2019	28506	110404420	PUPPY PETTING ZOO 6/5	\$340.00
<b>PUPPIES AND REPTILES FOR PARTIES</b>						<b>Total Check Amount: \$340.00</b>
180787	RENNE SLOAN HOTLZMAN SAKAI, LLP	05/31/2019	27580	110141481	PROF SVCS APR 2019	\$4,170.55
<b>RENNE SLOAN HOTLZMAN SAKAI, LLP</b>						<b>Total Check Amount: \$4,170.55</b>
180788	ROBERTSON'S	05/31/2019	3464	420515131	CONCRETE	\$2,359.73
<b>ROBERTSON'S</b>						<b>Total Check Amount: \$2,359.73</b>
180789	SENITICA CONSTRUCTION, INC.	05/31/2019	28096	510707936	CCC LNDSCP PP#5 MAR19	\$8,231.81
		05/31/2019	28096	510707936	CCC LNDSCP:RETENTION	\$9,092.21
<b>SENITICA CONSTRUCTION, INC.</b>						<b>Total Check Amount: \$17,324.02</b>
180790	SOUTH COAST AQMD	05/31/2019	10871	480515161	FAC#69540:"HOT SPOTS"	\$132.98
<b>SOUTH COAST AQMD</b>						<b>Total Check Amount: \$132.98</b>
180791	SUN CITY GRANITE, INC.	05/31/2019	28177	510707936	GRANITE TILE OVERLAYS	\$490.26
		05/31/2019	28177	510707936	MEMORIAL TILES	\$307.09
<b>SUN CITY GRANITE, INC.</b>						<b>Total Check Amount: \$797.35</b>
180792	THE COUNSELING TEAM INTERNATIONAL	05/31/2019	13933	110222221	COUNSELING SVCS APR19	\$220.00
<b>THE COUNSELING TEAM INTERNATIONAL</b>						<b>Total Check Amount: \$220.00</b>
180793	U.S. POSTAL SERVICE	05/31/2019	19260	110141441	#08056 19/20 MAY19	\$10,000.00
<b>U.S. POSTAL SERVICE</b>						<b>Total Check Amount: \$10,000.00</b>
180794	URBAN GRAFFITI ENTERPRISES INC.	05/31/2019	4352	110515121	GRAFFITI REMOVL APR19	\$2,000.00
		05/31/2019	4352	110515121	GRAFFITI REMOVL MAR19	\$2,000.00
<b>URBAN GRAFFITI ENTERPRISES INC.</b>						<b>Total Check Amount: \$4,000.00</b>
180795	VERIZON WIRELESS	05/31/2019	21122	420515131	9828986324 3/27-4/26	\$38.01
<b>VERIZON WIRELESS</b>						<b>Total Check Amount: \$38.01</b>
180796	WESTSTAR LOAN SERVICING, INC	05/31/2019	25507	280323215	LOAN MNT JAN-APR 2019	\$58.00
		05/31/2019	25507	280323215	LOAN MNT JAN-DEC 2018	\$120.00
		05/31/2019	25507	280323215	LOAN MNT OCT-DEC 2017	\$6.00
<b>WESTSTAR LOAN SERVICING, INC</b>						<b>Total Check Amount: \$184.00</b>
<b>Check Subtotal</b>						<b>\$99,330.85</b>
V37729	ADMINISTRATIVE & PROF	05/31/2019	3344	110	DED:4010 APEA MEMBR	\$564.00
<b>ADMINISTRATIVE &amp; PROF</b>						<b>Total Check Amount: \$564.00</b>
V37730	THE ADVANTAGE GROUP	05/31/2019	24539	110	DED:808B FSA DEPCAR	\$2,694.88
		05/31/2019	24539	110	DED:808C FSA UR MED	\$5,254.78

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V37730	THE ADVANTAGE GROUP	05/31/2019	24539	110141481	FLEX ADMIN/PROC APR19	\$378.50
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$8,328.16</b>
V37731	ALL CITY MANAGEMENT SERVICES INC	05/31/2019	6604	110212132	CROSSNG GRDS 4/21-5/4	\$3,290.00
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$3,290.00</b>
V37732	ANAHEIM ICE MANAGEMENT	05/31/2019	15170	110404145	BEGINNER ICE SKATING	\$132.00
<b>ANAHEIM ICE MANAGEMENT</b>					<b>Total Check Amount:</b>	<b>\$132.00</b>
V37733	ANIXTER, INC.	05/31/2019	20003	490515151	DOOR HARDWARE	\$98.45
<b>ANIXTER, INC.</b>					<b>Total Check Amount:</b>	<b>\$98.45</b>
V37734	ARC DOCUMENT SOLUTIONS	05/31/2019	23645	360515147	PLAN PRINTS	\$101.10
<b>ARC DOCUMENT SOLUTIONS</b>					<b>Total Check Amount:</b>	<b>\$101.10</b>
V37735	BEN'S ASPHALT, INC..	05/31/2019	1808	110515121	APOLLO SLURRY PROJECT	\$60,829.04
<b>BEN'S ASPHALT, INC..</b>					<b>Total Check Amount:</b>	<b>\$60,829.04</b>
V37736	BPSEA MEMORIAL FOUNDATION	05/31/2019	14990	110	DED:4050 MEMORIAL	\$227.00
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$227.00</b>
V37737	BREA CITY EMPLOYEES ASSOCIATION	05/31/2019	3236	110	DED:4005 BCEA MEMBR	\$600.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$600.00</b>
V37738	BREA DISPOSAL, INC	05/31/2019	3330	440515122	APR 2019 RES TONNAGE	\$68,219.73
<b>BREA DISPOSAL, INC</b>					<b>Total Check Amount:</b>	<b>\$68,219.73</b>
V37739	BREA FIREFIGHTERS ASSOCIATION	05/31/2019	3237	110	DED:4016 ASSOC MEMB	\$2,335.50
<b>BREA FIREFIGHTERS ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$2,335.50</b>
V37740	BREA POLICE ASSOCIATION	05/31/2019	3769	110	DED:4030 BPA REG	\$3,450.00
<b>BREA POLICE ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$3,450.00</b>
V37741	BREA POLICE ATHLETIC LEAGUE	05/31/2019	1068	110	DED:5010 B.P.A.L.	\$122.50
<b>BREA POLICE ATHLETIC LEAGUE</b>					<b>Total Check Amount:</b>	<b>\$122.50</b>
V37742	BREA POLICE MANAGEMENT ASSOCIATION	05/31/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		05/31/2019	21189	110	DED:4020 PMA MEMBRS	\$162.50
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$175.50</b>
V37743	C. WELLS PIPELINE MATERIALS INC	05/31/2019	13055	420515131	CABLE	\$223.05
		05/31/2019	13055	420515131	HYDRANT PARTS	\$2,424.40
		05/31/2019	13055	420515131	PLUMBING SUPPLIES	\$2,301.55
<b>C. WELLS PIPELINE MATERIALS INC</b>					<b>Total Check Amount:</b>	<b>\$4,949.00</b>
V37744	CALIFORNIA RETROFIT, INC	05/31/2019	4447	110515121	PHOTOCELLS:STREET LTS	\$1,371.66
<b>CALIFORNIA RETROFIT, INC</b>					<b>Total Check Amount:</b>	<b>\$1,371.66</b>
V37745	CANON FINANCIAL SERVICES, INC.	05/31/2019	20648	110141441	13-COPIER LEASE JUN19	\$3,480.64
<b>CANON FINANCIAL SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,480.64</b>
V37746	CAROLLO ENGINEERS, INC.	05/31/2019	26313	420515131	FEASIBLTY STUDY APR19	\$4,709.10
<b>CAROLLO ENGINEERS, INC.</b>					<b>Total Check Amount:</b>	<b>\$4,709.10</b>
V37747	JASON CELMER	05/31/2019	11286	110212111	TRAINING EXPENSES	\$27.36
<b>JASON CELMER</b>					<b>Total Check Amount:</b>	<b>\$27.36</b>

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V37748	CIGNA BEHAVIORAL HEALTH, INC.	05/31/2019	26628	110141481	EAP SERVICES JUN 2019	\$1,116.13	
					<b>CIGNA BEHAVIORAL HEALTH, INC.</b>	<b>Total Check Amount:</b>	<b>\$1,116.13</b>
V37749	CIVICPLUS	05/31/2019	23925	110323214	ECON DEV WEBSITE UPDT	\$2,500.00	
					<b>CIVICPLUS</b>	<b>Total Check Amount:</b>	<b>\$2,500.00</b>
V37750	CIVILSOURCE INC	05/31/2019	22210	510707318	PROF SERV 7/2-7/29/17	\$2,245.00	
					<b>CIVILSOURCE INC</b>	<b>Total Check Amount:</b>	<b>\$2,245.00</b>
V37751	CLINICAL LABORATORY OF	05/31/2019	3390	420515131	WATER SAMPLING APR19	\$1,887.00	
					<b>CLINICAL LABORATORY OF</b>	<b>Total Check Amount:</b>	<b>\$1,887.00</b>
V37752	CORE & MAIN LP	05/31/2019	27049	420515131	WATER METER ENCODERS	\$2,395.54	
		05/31/2019	27049	420515131	WATER METER+ENCODERS	\$2,793.96	
		05/31/2019	27049	420515131	WATER METERS	\$5,198.50	
					<b>CORE &amp; MAIN LP</b>	<b>Total Check Amount:</b>	<b>\$10,388.00</b>
V37753	CORELOGIC	05/31/2019	25542	280323215	REAL EST LISTNG APR19	\$185.00	
					<b>CORELOGIC</b>	<b>Total Check Amount:</b>	<b>\$185.00</b>
V37754	CPSI - PROPERTY SPECIALISTS, INC.	05/31/2019	26951	510707251	57/LAMBRT CONSULT APR	\$985.84	
					<b>CPSI - PROPERTY SPECIALISTS, INC.</b>	<b>Total Check Amount:</b>	<b>\$985.84</b>
V37755	DOOLEY ENTERPRISES INC	05/31/2019	5421	110212131	AMMUNITION	\$6,312.28	
					<b>DOOLEY ENTERPRISES INC</b>	<b>Total Check Amount:</b>	<b>\$6,312.28</b>
V37756	DUALGRAPHICS	05/31/2019	14494	110404542	19/20 THEATR BROCHURE	\$2,560.69	
					<b>DUALGRAPHICS</b>	<b>Total Check Amount:</b>	<b>\$2,560.69</b>
V37757	EQUIPMENT DIRECT INC	05/31/2019	4522	110515121	MARKING PAINT	\$685.29	
		05/31/2019	4522	110515121	SAFETY VEST	\$11.85	
		05/31/2019	4522	110515121	SAFEY MATERIALS	\$163.09	
		05/31/2019	4522	420515131	SIGNAGE	\$91.59	
		05/31/2019	4522	490515151	SHOP 1ST AID SUPPLIES	\$48.91	
					<b>EQUIPMENT DIRECT INC</b>	<b>Total Check Amount:</b>	<b>\$1,000.73</b>
V37758	CANDICE FISHER	05/31/2019	23787	470141483	MAY 2019 MILEAGE	\$22.74	
					<b>CANDICE FISHER</b>	<b>Total Check Amount:</b>	<b>\$22.74</b>
V37759	GEORGE HILLS COMPANY	05/31/2019	27340	470141483	CLAIMS MGMT 5/31/19	\$515.00	
					<b>GEORGE HILLS COMPANY</b>	<b>Total Check Amount:</b>	<b>\$515.00</b>
V37760	DON GOLDEN	05/31/2019	10729	110000000	INSP SVCS 5/9-5/22/19	\$9,168.96	
		05/31/2019	10729	110323242	INSP SVCS 5/9-5/22/19	\$128.46	
					<b>DON GOLDEN</b>	<b>Total Check Amount:</b>	<b>\$9,297.42</b>
V37761	GRAINGER	05/31/2019	13634	420515131	PLUMBING SUPPLIES	\$2,962.88	
					<b>GRAINGER</b>	<b>Total Check Amount:</b>	<b>\$2,962.88</b>
V37762	CHRISTOPHER HADDAD	05/31/2019	15668	110212111	TRAINING MILEAGE	\$24.36	
					<b>CHRISTOPHER HADDAD</b>	<b>Total Check Amount:</b>	<b>\$24.36</b>
V37763	HITT MARKING DEVICES, INC	05/31/2019	4540	110212122	SELF INKING STAMP	\$197.51	
					<b>HITT MARKING DEVICES, INC</b>	<b>Total Check Amount:</b>	<b>\$197.51</b>

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V37764	HORIZON MECHANICAL CONTRACTORS	05/31/2019	27728	490515151	BOILER REPAIR	\$900.12
<b>HORIZON MECHANICAL CONTRACTORS</b>						<b>Total Check Amount: \$900.12</b>
V37765	JAMES LEE HOWE	05/31/2019	5953	110404145	GOLF CLASSES	\$120.00
<b>JAMES LEE HOWE</b>						<b>Total Check Amount: \$120.00</b>
V37766	SYLVIA HUBER	05/31/2019	28504	110212111	TRAINING EXPENSES	\$26.90
<b>SYLVIA HUBER</b>						<b>Total Check Amount: \$26.90</b>
V37767	JAMISON ENGINEERING CONTRACTORS,INC	05/31/2019	15812	430515123	CALLOUT:BRIARWD PUMP	\$1,636.00
<b>JAMISON ENGINEERING CONTRACTORS,INC</b>						<b>Total Check Amount: \$1,636.00</b>
V37768	JMDIAZ, INC.	05/31/2019	27113	110000000	ON-CALL ENGG SVCS APR	\$7,920.00
<b>JMDIAZ, INC.</b>						<b>Total Check Amount: \$7,920.00</b>
V37769	KEENAN & ASSOCIATES	05/31/2019	22439	470141483	2019 WORKERS' COMP #6	\$9,274.50
<b>KEENAN &amp; ASSOCIATES</b>						<b>Total Check Amount: \$9,274.50</b>
V37770	LINCOLN AQUATICS	05/31/2019	17902	110404422	BULK CHLORINE	\$920.66
<b>LINCOLN AQUATICS</b>						<b>Total Check Amount: \$920.66</b>
V37771	METRON-FARNIER, LLC	05/31/2019	27039	420515131	SPOOLS	\$4,215.63
<b>METRON-FARNIER, LLC</b>						<b>Total Check Amount: \$4,215.63</b>
V37772	MUNICIPAL WATER DISTRICT	05/31/2019	3784	420515131	WATER DELIVERY APR19	\$15,997.65
<b>MUNICIPAL WATER DISTRICT</b>						<b>Total Check Amount: \$15,997.65</b>
V37773	MYERS AND SONS	05/31/2019	21624	110515121	SEWER PUMP STN SIGNS	\$221.88
<b>MYERS AND SONS</b>						<b>Total Check Amount: \$221.88</b>
V37774	ANTHONY NGUYEN	05/31/2019	25978	110212111	TFC COLLISION RECONST	\$436.00
<b>ANTHONY NGUYEN</b>						<b>Total Check Amount: \$436.00</b>
V37775	ONWARD ENGINEERING	05/31/2019	22106	110000000	INSP SVCS MAR 2019	\$2,892.50
		05/31/2019	22106	110515171	INSP SVCS MAR 2019	\$3,626.75
<b>ONWARD ENGINEERING</b>						<b>Total Check Amount: \$6,519.25</b>
V37776	ORANGE COUNTY UNITED WAY	05/31/2019	3451	110	DED:5005 UNITED WAY	\$12.40
<b>ORANGE COUNTY UNITED WAY</b>						<b>Total Check Amount: \$12.40</b>
V37777	R.J. NOBLE COMPANY	05/31/2019	1076	420515131	ASPHALT	\$755.44
<b>R.J. NOBLE COMPANY</b>						<b>Total Check Amount: \$755.44</b>
V37778	PAMELA SCHMIDT	05/31/2019	12209	110404214	HYPNOSIS CLASS	\$75.00
<b>PAMELA SCHMIDT</b>						<b>Total Check Amount: \$75.00</b>
V37779	SITEONE LANDSCAPE SUPPLY, LLC	05/31/2019	25942	110515125	DT IRRIGATION PARTS	\$469.94
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>						<b>Total Check Amount: \$469.94</b>
V37780	SMART & FINAL	05/31/2019	3269	110404224	PROGRAM SUPPLIES	\$139.47
<b>SMART &amp; FINAL</b>						<b>Total Check Amount: \$139.47</b>
V37781	DONNA SMITH	05/31/2019	26136	110404145	ADULT DANCE CLASSES	\$47.00
<b>DONNA SMITH</b>						<b>Total Check Amount: \$47.00</b>
V37782	STATE INDUSTRIAL PRODUCTS	05/31/2019	8572	110222223	DETERGENT	\$553.40
		05/31/2019	8572	490515151	TRUCKWASH/B&B	\$287.05



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V37782	STATE INDUSTRIAL PRODUCTS				CLEANER	
<b>STATE INDUSTRIAL PRODUCTS</b>						<b>Total Check Amount: \$840.45</b>
V37783	STOTZ EQUIPMENT	05/31/2019	24388	480515161	ATV TIRES	\$791.36
<b>STOTZ EQUIPMENT</b>						<b>Total Check Amount: \$791.36</b>
V37784	TECHNICOLOR PRINTING	05/31/2019	24354	110404428	DAY CAMP T-SHIRTS	\$2,285.27
<b>TECHNICOLOR PRINTING</b>						<b>Total Check Amount: \$2,285.27</b>
V37785	THYSSENKRUPP ELEVATOR	05/31/2019	10308	110515125	DT PS2 ELEV REPAIR	\$1,862.37
<b>THYSSENKRUPP ELEVATOR</b>						<b>Total Check Amount: \$1,862.37</b>
V37786	TRANS UNION LLC	05/31/2019	8371	110141481	HR SERVICES 3/26-4/25	\$83.34
<b>TRANS UNION LLC</b>						<b>Total Check Amount: \$83.34</b>
V37787	TRENCH SHORING COMPANY	05/31/2019	16935	420515131	TRENCH PLATE RENTAL	\$487.50
<b>TRENCH SHORING COMPANY</b>						<b>Total Check Amount: \$487.50</b>
V37788	RYAN TRENT	05/31/2019	14155	110212111	ICI CORE COURSE	\$436.00
<b>RYAN TRENT</b>						<b>Total Check Amount: \$436.00</b>
V37789	UNDERGROUND SERVICE ALERT/SC	05/31/2019	4537	420515131	2018 DIGSAFEBOARD FEE	\$81.06
		05/31/2019	4537	420515131	UNDRGRND TICKTS APR19	\$156.85
<b>UNDERGROUND SERVICE ALERT/SC</b>						<b>Total Check Amount: \$237.91</b>
V37790	UNITED ROTARY BRUSH CORPORATION	05/31/2019	16649	480515161	SWEEPER BROOM	\$117.85
<b>UNITED ROTARY BRUSH CORPORATION</b>						<b>Total Check Amount: \$117.85</b>
V37791	US METRO GROUP, INC.	05/31/2019	24814	110515125	JANITORIAL SVCS MAY19	\$826.71
		05/31/2019	24814	490515151	JANITORIAL SVCS MAY19	\$32,832.80
<b>US METRO GROUP, INC.</b>						<b>Total Check Amount: \$33,659.51</b>
V37792	VISTA PAINT CORPORATION	05/31/2019	4573	420515131	PAINT	\$342.56
<b>VISTA PAINT CORPORATION</b>						<b>Total Check Amount: \$342.56</b>
V37793	MATTHEW WENDLING	05/31/2019	27564	110212111	DEF TACTCS INSTR TRNG	\$1,377.85
<b>MATTHEW WENDLING</b>						<b>Total Check Amount: \$1,377.85</b>
V37794	WILLDAN ENGINEERING	05/31/2019	12445	510707315	INSP:ALLEYS PROJ 4/26	\$484.13
		05/31/2019	12445	510707316	INSP:ALLEYS PROJ 4/26	\$484.13
		05/31/2019	12445	510707317	INSP:ALLEYS PROJ 4/26	\$484.12
		05/31/2019	12445	510707461	INSP:ALLEYS PROJ 4/26	\$484.12
<b>WILLDAN ENGINEERING</b>						<b>Total Check Amount: \$1,936.50</b>
V37795	ROBERT ZEEB	05/31/2019	13693	110212111	TRAVEL EXPENSE	\$3.00
<b>ROBERT ZEEB</b>						<b>Total Check Amount: \$3.00</b>
V37796	ZUMAR INDUSTRIES, INC.	05/31/2019	3802	510707702	53 STREET NAME SIGNS	\$3,826.21
<b>ZUMAR INDUSTRIES, INC.</b>						<b>Total Check Amount: \$3,826.21</b>
<b>Voucher Subtotal</b>						<b>\$303,186.84</b>
<b>TOTAL</b>						<b>\$402,517.69</b>

City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/04/2019

**SUBJECT:** May 31, 2019 Successor Agency Check Register - Receive and file.

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**Attachments**

05-31-19 Successor Agency Check Register

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## Successor Agency Check Register for: May 31, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2723	BANDERA ESTATES	05/31/2019	3121	511626224	SENIOR SUBSIDY JUN 19	\$762.00
<b>BANDERA ESTATES</b>					<b>Total Check Amount:</b>	<b>\$762.00</b>
2724	BROOKDALE - BREA	05/31/2019	4623	511626224	SENIOR SUBSIDY JUN 19	\$254.00
<b>BROOKDALE - BREA</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2725	HERITAGE PLAZA APARTMENTS	05/31/2019	1917	511626224	SENIOR SUBSIDY JUN 19	\$254.00
<b>HERITAGE PLAZA APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2726	HOLLYDALE MOBILE ESTATES	05/31/2019	4250	511626224	SENIOR SUBSIDY JUN 19	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2727	HOLLYDALE MOBILE ESTATES	05/31/2019	4577	511626224	SENIOR SUBSIDY JUN 19	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2728	LAKE PARK BREA	05/31/2019	2433	511626224	SENIOR SUBSIDY JUN 19	\$1,270.00
<b>LAKE PARK BREA</b>					<b>Total Check Amount:</b>	<b>\$1,270.00</b>
2729	ORANGE VILLA SENIOR APARTMENTS	05/31/2019	2132	511626224	SENIOR SUBSIDY JUN 19	\$254.00
<b>ORANGE VILLA SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2730	VINTAGE CANYON SENIOR APARTMENTS	05/31/2019	4081	511626224	SENIOR SUBSIDY JUN 19	\$1,016.00
<b>VINTAGE CANYON SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$1,016.00</b>

**Overall - Total \$4,318.00**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/04/2019

**SUBJECT:** Authorization for the Brea Public Financing Authority Issuance of Local Agency Revenue Refunding Bonds, Series 2019, to Refinance Outstanding 2005 Revenue Bonds and to Engage Professional Services

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**RECOMMENDATION**

Recommend that the Board of Directors of the Brea Public Financing Authority adopt the Resolution approving the initiation of proceedings to refinance the outstanding Local Agency Revenue Bonds 2005 Series A (2005 Authority Bonds) related to the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) (CFD 1997-1) and the Brea Olinda Unified School District Community Facilities District No. 95-1 (Olinda Heights) (CFD 95-1) and to engage professional services.

**BACKGROUND/DISCUSSION**

In 2005, the Brea Public Financing Authority (the "Authority") issued \$15,405,000 of its Local Agency Revenue Bonds (the "2005 Authority Bonds") in collaboration between the City of Brea (the "City") and the Brea-Olinda Unified School District (the "BOUSD") related to the City of Brea's Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) ("CFD 1997-1) and the Brea Olinda Unified School District's Community Facilities District No. 95-1 (Olinda Heights) ("CFD 95-1"), respectively, the boundaries of which overlap. The bonds are outstanding in the amount of \$9,355,000 and are callable on any interest payment date without penalty.

Staff is recommending refunding the 2005 Authority Bonds by issuing 2019 Local Agency Revenue Refunding Bonds Series 2019 (the "2019 Authority Bonds") due to favorable interest rates. The City's Local Debt Policy requires at least a 3.0% net present value savings on refunding of bonds. The proposed refunding bonds have a combined projected net present value savings of 9.04%.

The 2019 Authority Bonds will be secured by a pledge of special taxes levied against properties in CFD No. 1997-1 and CFD No. 95-1. It is projected that the refinancing of the outstanding bonds will produce a combined average annual reduction in bond payments of \$167,246 in years 2020 to 2028 and \$88,624 in years 2029 to 2035 based on current market conditions, subject to change. The projected average annual reduction in bond payments will be used to lower the special taxes of the property owners in CFD No. 1997-1 and CFD No. 95-1 by an estimated \$254 per parcel in years 2020 to 2028 and \$139 in years 2029 to 2035.

The adoption of the Resolution authorizes staff to undertake the necessary actions for the proposed refunding of the 2005 Authority Bonds; approves professional services related to the refunding; and directs City officials to execute related documents as needed. The City's bond issuance team for the Authority related bonds has been in place for many years and staff recommends these firms to continue providing those services for this refunding issue. The Resolution authorizes the following firms to participate in the transaction and the Executive Director (Brea City Manager) to execute agreements as necessary: Municipal Advisor - Fieldman, Rolapp & Associates; Bond Counsel - Quint & Thimmig, LLP; Disclosure Counsel - Richards, Waterson Gershon; Special Tax Consultant - Willdan Financial Services; Underwriter

- Stifel, Nicolaus & Company; Trustee - Escrow Bank; and Dissmenation Agent - Bank of New York Mellon Trust, N.A.

Assuming the Authority Board of Directors authorizes staff to proceed with the refunding, the next steps will be to prepare the required legal and financing documents and secure an underlying credit rating from Standard & Poor's. The final step will be for the BOUSD Board of Directors and the Brea City Council to authorize the issuance of their respective underlying CFD refunding bonds in conjunction with the Authority adopting a resolution approving the Preliminary Official Statement (bond offering document) and other related documents for the issuance of the 2019 Refunding Bonds. Based on the current schedule, staff anticipates the BOUSD action to be scheduled for July 8, 2019 and the City Council action would be scheduled for July 16, 2019.

Below is a table summarizing the detail for each series of Bonds to be refunded and the anticipated savings:

Refunding Statistics	City CFD	School District CFDs A&B	Total
Amount of Refunded Bonds	\$3,590,000	\$5,765,000	\$9,355,000
Amount of Refunding Bonds	\$2,620,000	\$4,295,000	\$6,915,000
True Interest Cost	1.90%	2.61%	2.41%
Final Maturity	9/1/2028	9/1/2035	9/1/2035
Reserve Fund	Surety	Surety	Surety
<b>Cash Flow Savings</b>			
Avg. Annual Savings (2020-2028)	\$78,902	\$88,344	\$167,246
Avg. Annual Savings (2029-2035)	\$0	\$88,624	\$88,624
Avg. Annual Savings per Parcel (2020-2028)	\$120	\$138	\$254
Avg. Annual Savings per Parcel (2029-2035)	\$0	\$139	\$139
Total Savings	\$710,118	\$1,415,469	\$2,125,586
<b>Present Value Savings</b>			
Net PV Savings	\$261,413	\$584,641	\$846,054
% Savings of Refunded Bonds	7.28%	10.14%	9.04%

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee recommended approval of the Resolution at its meeting on May 28, 2019.

**FISCAL IMPACT/SUMMARY**

The 2019 Authority Bonds will be secured by a pledge of special taxes levied against properties in CFD No. 1997-1 and CFD No. 95-1. The cost of professional services will be paid from the proceeds of the 2019 Bonds and have been factored into the calculation of the savings. There is no financial impact to the City's General Fund.

Staff is recommending refunding the 2005 Authority Bonds by issuing 2019 Local Agency Revenue Refunding Bonds Series 2019. It is anticipated that the refinancing of the outstanding bonds will produce an average annual reduction in bond payments of \$167,246 (\$262 per parcel) in years 2020 to 2028 and

\$88,624 (\$139 per parcel) in years 2029 to 2035 based on current market conditions, subject to change.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Cindy Russell, Administrative Services Director

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**Attachments**

Resolution

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**RESOLUTION NO. A-2019-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BREA PUBLIC FINANCING AUTHORITY APPROVING INITIATION OF PROCEEDINGS TO REFUND OUTSTANDING 2005 LOCAL AGENCY REVENUE BONDS, AND DESIGNATING CONSULTANTS IN CONNECTION THEREWITH**

**A. RECITALS:**

(i) WHEREAS, on June 15, 2005, the Brea Public Financing Authority (the “Authority”) issued \$15,405,000 initial principal amount of its Local Agency Revenue Bonds (Community Facilities Districts Refinancing), 2005 Series A (the “2005 Authority Bonds”), and proceeds of the 2005 Authority Bonds were used to acquire the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) 2005 Special Tax Refunding Bonds (the “2005 City Bonds”), and the Brea Olinda Unified School District Community Facilities District No. 95-1 (Olinda Heights) Special Tax Refunding Bonds, Series 2005A and Special Tax Bonds, Series 2005B (together, the “2005 School District Bonds”); and

(ii) WHEREAS, due to the favorable interest rates in the financial markets, the 2005 Authority Bonds may be refunded with proceeds of refunding bonds (the “Bonds”), resulting in a refunding of the 2005 City Bonds and the 2005 School District Bonds, and thereby interest rate savings, which interest rate savings will result in lower future special tax levies on property in the City of Brea’s Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) and the Brea Olinda Unified School District’s Community Facilities District No. 95-1 (Olinda Heights) the boundaries of which overlap; and

(iii) WHEREAS, in order to proceed with the issuance of the Bonds, the Board of

Directors now desires to authorize and direct City of Brea staff to take the actions needed to present to the Board of Directors for approval the documents needed for the issuance of the Bonds and to engage professionals needed to assist with the approval, sale and issuance of the Bonds.

**B. RESOLUTION:**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Brea Public Financing Authority as follows:

Section 1. Officers and officials of the City of Brea are hereby authorized and directed, working with officers and officials of the Brea Olinda Unified School District, to proceed with the preparation of documents necessary to provide for the issuance and sale of the Bonds. All such documents to which the Authority will be a party shall be subject to the final approval thereof by the Board of Directors of the Authority at a future meeting of the Board of Directors.

Section 2. In connection with the issuance and sale of the Bonds, the Board of Directors hereby designates the following professional firms to assist with the transaction: (a) Fieldman, Rolapp & Associates, as municipal advisor; (b) Quint & Thimmig LLP, as bond counsel; (c) Richards, Watson and Gershon, as disclosure counsel; (d) The Bank of New York Mellon Trust Company, N.A., as trustee, escrow bank and dissemination agent; (e) Willdan Financial Services, as special tax consultant; and (f) Stifel, Nicolaus & Company, Incorporated, as underwriter. The Executive Director is hereby authorized and directed to execute agreements with said firms for their services in connection with the Bonds, in the respective forms on file with the Secretary, or otherwise in a form acceptable

to the Executive Director upon consultation with general counsel to the Authority.

Section 3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Directors of the Brea Public Financing Authority on this 4th day of June, 2019.

\_\_\_\_\_  
Christine Marick, Chair

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, Secretary

I, Lillian Harris-Neal, Secretary of the Brea Public Financing Authority, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Directors of the Brea Public Financing Authority held on the 4th day of June, 2019 and was finally passed at a regular meeting of the Board of Directors of the Brea Public Financing Authority on the 4th day of June, 2019 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
Lillian Harris-Neal, Secretary