

City Council Meeting Agenda

Tuesday, September 15, 2020

5:15 p.m. - Closed Session

5:50 p.m. - Study Session

7:00 p.m. - General Session

Marty Simonoff, Mayor

Steven Vargas, Mayor Pro Tem

Cecilia Hupp, Council Member

Christine Marick, Council Member

Glenn Parker, Council Member

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

Procedures for Addressing the Council

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic.

Written comments may be sent to the City Clerk's Office at cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, September 15, 2020. Any comments received via email will be summarized aloud into the record at the meeting. To provide comments in person, the Council Chambers will be open to a limited number of members from the public in observance of social distancing guidelines. Masks are required. Overflow will be available in the Plaza directly outside of the Council Chambers. Based on capacity, the public may be required to cycle in and out of the Chambers as to provide everyone in attendance an opportunity to address the Council. To provide comments by teleconference (zoom), members of the public must contact City Staff at (714) 990-7756 or cityclerksgroup@cityofbrea.net no later than 12:00 p.m. on Tuesday, September 15, 2020 to obtain the Zoom Meeting ID number and password. Teleconference participants will be muted until recognized at the appropriate time by the Council. The meeting will also be broadcast live at www.cityofbrea.net.

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

Special Accommodations

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

Important Notice

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

CLOSED SESSION
5:15 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

<small>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.</small>
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2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation.

Name of Case: Pacific Plastics, Inc. v. City of Brea et al. (Case No. 30-2020-01158750-CU-WM-CXC)

3. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea City Employees' Association (BCEA) and Brea Police Association (BPA) - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator.

STUDY SESSION
5:50 p.m. - Council Chamber
Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

4. Public Comment

5. Clarify Regular Meeting Topics

DISCUSSION ITEMS

6. Street Sweeping Pilot Program Update

7. Consideration of a Friendship City MOU with Namyangju City, Gyeonggi Province, Republic of Korea

8. Vehicle Miles Traveled Presentation

9. Proposition 15 - Split Roll Tax

REPORT

10. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

11. **Pledge of Allegiance**
12. **Invocation: Kelly Fellows, The Refinery**
13. **Proclamation: Constitution Week**
14. **Presentation: Orange County Registrar of Voters - Vote by Mail**
15. **Report - Prior Study Session**
16. **Community Announcements**

17. **Matters from the Audience**

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

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

19. **Camping in Public Areas** - Introduce Ordinance No. 1217, an Ordinance of the City Council of the City of Brea regarding camping on public property and amending the Brea City Code for first reading, by title only; and waive further reading of the Ordinance.
20. **Construction and Demolition Waste Diversion** - Introduce Ordinance No. 1218, an Ordinance of the City of Brea, California, amending the Brea City Code to amend the construction and demolition waste management regulations and update the required diversion rate for construction and demolition projects within the city, and making a determination under the California Environmental Quality Act, for first reading, by title only; and waive further reading of the Ordinance.
21. **Professional Services Agreement with AP Triton Consulting, LLC to assist the Brea and Fullerton Fire Departments for an Emergency Medical Services System Valuation Study and Recruitment of Emergency Ambulance Transport Service and Billing Subcontractors** - Accept the joint proposal for Brea and Fullerton Fire Departments and authorize the City Manager to execute an agreement with AP Triton Consulting, LLC (AP Triton) for an Emergency Medical Services system valuation study, and recruitment of an emergency ambulance transport services subcontractor, as well as a billing subcontractor with Brea's share of the costs limited to 25% of the total cost not-to-exceed \$36,000; and increase General Fund Estimated Revenues by \$23,750 and General Fund Appropriations by \$36,000 for a net impact to the General Fund Reserves of \$12,250.

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

22. **August 18, 2020 City Council Regular Meeting Minutes** - Approve.

23. **Sewer Connection Agreement SCA 2020-01 with Breitburn Operating L.P.** - Authorize the City Manager to execute Sewer Connection Agreement SCA 2020-01 with Breitburn Operating L.P. to accept the wastewater discharge generated from the oil production process. There is no fiscal impact to the General Fund.
24. **Orange County Operational Area Agreement** - Approve agreement which is required by the California Standardized Emergency Management System (SEMS) that addresses agency relationships, jurisdictional responsibilities; and legislated mandates before, during, and after major emergencies. The Orange County OA Agreement was developed through a collaborative process with all affected organizations and jurisdictions, and has guided how Orange County Jurisdictions coordinate emergency planning and response activities. There is no fiscal impact to the General Fund.
25. **All City Management Amended Agreement (School Crossing Guards)** - Approve the first amended agreement with All City Management, Inc. for as-needed crossing guard services in the not-to-exceed amount of \$67,189.50 through July 31, 2021. The Fiscal Year 2020-21 budget has sufficient funding available in the Police Department's Traffic account (110-21-2132-4249).
26. **Outgoing Payment Log and City Disbursement Registers for August 21 & 28 and September 4 & 11, 2020**
-Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**
28. **City Attorney**
29. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Street Sweeping Pilot Program Update

BACKGROUND/DISCUSSION

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

From mid-2016 to late 2018, staff provided a number of updates to City Council either at Study Session or General Session. These discussions resulted with the implementation of a street sweeping pilot program that reduced the street sweeping frequency from weekly to twice per month and suspended street sweeping enforcement. The pilot program would be for one year from March 2019 through March 2020 and the street sweeping would continue to be performed by City staff. Given the unprecedented COVID-19 pandemic, the City Council extended the pilot program on May 5, 2020 for an additional six months.

The following provides a summary of data collection and findings coming from the pilot program. This information is broken down by the following categories: Parked Cars, Complaint Log, Street Sweeping Enforcement, Options, Cost Summary/Comparisons, Conclusions/Findings and Recommendation.

Parked Cars

Since the implementation of the pilot program, our Street Sweeping Operator was asked to count the number of parked cars during street sweeping days. To allow a little time for adjustment and to fine tune our counting method, the counting didn't effectively begin until middle of April 2019. The following is a summary of the parking data for the original pilot program from March 2019 to March 2020 and the extended period from March 2020 to present:

Original Pilot Term Period (Pre-Covid): Attachment A1:

- Average of 265 parked cars on any given street sweeping day and a monthly average of 4,017 parked cars.
- Number of parked cars has increased since implementation of the pilot program, but had stabilized at the average until the later part of March 2020 when the parking numbers started to increase due to the Covid stay-at-home order.
- Highest concentration of parked cars include the areas northeast of Brea Boulevard/Lambert Road, southeast of Brea Boulevard/Imperial Highway and northeast of Lambert/Valencia. All parking concentrations are depicted in red on Attachment A2.

For each parked car, approximately 40 linear feet of street does not get swept due to space needed to drive around parked cars. On average, there would be approximately 10,600 curb feet (2 curb miles) not swept per day or approximately 30 curb miles not swept per month on a worst case. This is approximately 4% of the total 806 curb miles to be swept each month.

Extended Pilot Term Period (Covid): Attachment B:

- Number of parked cars has significantly increased since implementation of the Covid restrictions when more people are at home or are working from home.
- Average of 504 parked cars on any given street sweeping day and a monthly average of 8,059 parked cars.

Although these numbers are significantly higher than the original pilot program period (Pre-Covid), staff recommends that any City Council direction be based on data from the original pilot term since parking patterns are expected to restore to Pre-Covid conditions in the future.

Complaint Log: Attachment C:

Since the beginning of the pilot program, staff has been tracking complaints using a worksheet that tracks the following categories, which overlapped in many cases:

- Enforcement
- Frequency
- Inquiry
- General Complaint

In all, staff has received 88 complaints since the initiation of this pilot program. Staff provided clarification or responses to the person making the complaint at the time it was received. 85% of the complaints received to date came Pre-Covid and the rest came in after April 2020. Also, 40.9% of the complaints were regarding Enforcement Only, 27.3% of complaints were regarding the Frequency Only, 13.6% of complaints were regarding both Enforcement and Frequency. The remaining 18.2% were either general inquiries or request for clarifications.

Street Sweeping Parking Enforcement

As previously noted, street sweeping enforcement was suspended during the pilot term. At the time, Police Department (PD) had two Parking Control Officers assigned to follow the street sweepers and issue citations for parking during street sweeping days. After enforcement was suspended, PD through attrition did not fill these positions and they're both currently vacant. In addition, one of the parking control vehicles has reached its useful life and is no longer in service.

Also, in reviewing citation revenues and cost to enforce, we found that revenues from citations is slightly higher than the cost. Therefore, for the purposes of this report, the cost analysis will focus on the cost of street sweeping only.

Alternative Options

Staff identified the following three street sweeping options for City Council consideration. Since City Council had previously decided that street sweeping would continue to be performed in-house, all the options reflect internal costs to perform the service. For reference, Brea currently collects approximately \$297,000 in street sweeping fees to pay for the service. See Attachment D for cost backup.

1. Restore sweeping weekly (with or without enforcement):

Sweeping: The annual cost for sweeping once per week is approximately \$497,000. Should weekly street sweeping be restored, there are no net savings and the General Fund would continue to substantially subsidize the street sweeping program. In addition, the vacant Street Sweeper Operator position would need to be filled and a new street sweeping machine would need to be purchased since our 18 year-old street sweeping machine was sent to surplus in 2019. Vehicle replacement funds are available to replace the sweeper. However, the FY20-21 budget does not include the second Street Sweeper Operator that would need to be filled with this option.

Enforcement:

- With enforcement, PD would need to fill both vacant Parking Control Officer positions and the second parking control vehicle would need to be replaced.
- Without enforcement, both Parking Control Officer positions would be eliminated and both assigned vehicles would also be eliminated.

2. Continue sweeping twice per month (with or without enforcement):

Sweeping: The proposed cost for this option is approximately \$368,000 per year, which results in annual savings of approximately \$129,100 as compared to original budget to sweep weekly. This option requires additional funding for additional weed control since sweeping twice per month allows additional time for weeds to grow in between the gutter and the pavement.

Enforcement:

- With enforcement, PD would need to fill one of the vacant Parking Control Officer position.
- Without enforcement, both Parking Control Officer positions would be eliminated and both assigned vehicles would also be eliminated.

3. Continue sweeping twice per month and sweep on alternate sides in identified problem areas (with enforcement):

Sweeping: The proposed cost for this option is approximately \$380,000 per year, which results in annual savings of approximately \$117,000 as compared to original budget to sweep weekly. Similar to Option 2, this option also requires additional funds for additional weed control. This option also includes sweeping on alternate sides of the street on alternate days on selected streets. Streets selected for street sweeping on alternate days/sides include neighborhoods where the existing private driveways are short and a car parked in the driveway would overhang onto the street. Selected streets also include streets that serve areas with high density multi-family housing. The proposed areas to be swept on alternate days are depicted in Attachment E and include the neighborhood of Canyon Country, small portion of Blackstone, neighborhood in Olinda Ranch near Lambert/Valencia, Walnut from Juniper Street to just south of Elm Street, Acacia just east of Brea Boulevard, and Site Drive from Central to northerly terminus. There is an additional 12 hours of overtime per month that would be needed in order to sweep these additional areas on Fridays.

Enforcement: In order for this option to work, enforcement will be needed for the alternate

day sweeping. Per PD, this option does not lend itself to partial enforcement since that will require adding a second Parking Control Officer for very limited hours, which is not practical or feasible.

Cost Summary/Comparison:

Original Weekly Sweeping Budget to Proposed Sweeping Frequency

Item	Savings
Option 1: Weekly w or w/o Enforcement	\$0
Option 2: 2X Month w or w/o Enforcement	\$129,092
Option 3: 2X Month Alternate Sides w/ Enforcement*	\$116,992

** Adding the option of sweeping on alternate sides would require modifying or adding approximately 350 signs at an approximate one-time cost of \$13,000.*

Conclusions/Findings:

Based on the data collected and observations from staff:

- Sweeping twice per month produces the highest cost savings.
- Lack of street sweeping enforcement was mentioned in 54.5% of the complaints received to date highlighting a significant concern from residents.
- Lack of enforcement seems to be the key in achieving cleaner streets regardless of weekly or twice per month sweeping.
- NPDES regulations requires that all City streets be swept at least once per month. Any of the sweeping options with or without enforcement currently meet this minimum threshold.
- Weeds are more prevalent in between the gutter and the pavement when sweeping twice per month, requiring additional spraying to control the weeds.
- Unsightly trash and debris on some streets due to sweeping less frequently or lack of sweeping due to parked cars.
- Concentration of parked cars in problem areas prevents significant portions of the certain neighborhood streets from being swept and upsetting neighbors.
- Sweeping on alternate sides/dates at certain areas would address concerns raised at previous City Council discussions.

Recommendations for Council Consideration

1. Continue with Option 2 with no enforcement until December 2020 to provide some relief to residents working from home due to Covid.
2. Switch to Option 3 effective January 1, 2021 with enforcement to achieve improved compliance, resulting in cleaner streets while providing maximum cost savings.
3. Authorize installation of signs for Option 3 at a one-time cost of approximately \$13,000. Final cost and appropriation to be addressed as part of a future quarterly budget adjustment.

FISCAL IMPACT/SUMMARY

The fiscal impact is dependent on the option selected by the City Council.

Option 1 does not provide any savings as compared to the Original Budget for weekly street sweeping. If Option 1 is selected, the unbudgeted vacant Street Sweeper Operator position would need to be filled at an additional fully burdened cost of approximately \$93,679 per year and an appropriation would be needed.

Option 2 provides anticipated savings as compared to the Original Budget for weekly street sweeping. FY20-21 budget currently includes cost for Option 2. If Option 2 is selected, only the additional weed control in the amount of \$3,390 would need to be added to the budget.

Option 3 provides anticipated savings as compared to the Original Budget for weekly street sweeping. Option 3 is similar in cost to Option 2, except for the need for additional overtime and additional O&M on the existing street sweepers for sweeping on the alternate sides of selected streets. Therefore, if Options 3 is selected, an additional estimated amount of \$6,100 would be needed for the overtime, an additional amount of \$3,390 for weed control, and an approximate amount of \$6,000 for additional O&M of the street sweeper. There will also be a one-time cost of approximately \$13,000 to replace street sweeping signs for alternate day sweeping. Enforcement is recommended for this option.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tony Olmos, Public Works Director

Concurrence: Cindy Russell, Administrative Services Director, Adam Hawley, Acting Police Chief

Attachments

Parked Car Counts (Original Pilot Term)

Parked Car Map (Original Pilot Term)

Parked Car Counts (Extended Pilot Term)

Complaint Log

Cost Analysis

Alternate Sweeping Street Map

	Weeks				Month Total
April-19	1	2	3	4	
Mon			291	227	518
Tue			287	183	470
Wed			105	132	237
Thu			166	198	364
Week Total			849	740	1,589
Daily Avg			212	185	

	Weeks				Month Total
May-19	1	2	3	4	
Mon	291	238	251	0	780
Tue	287	168	152	172	779
Wed	105	116	98	191	510
Thu	152	198	172	225	747
Week Total	835	720	673	588	2,816
Daily Avg	209	180	168	147	

	Weeks				Month Total
June-19	1	2	3	4	
Mon	224	198	214	233	869
Tue	293	336	203	336	1,168
Wed	131	219	118	219	687
Thu	182	201	191	201	775
Week Total	830	954	726	989	3,499
Daily Avg	208	239	182	247	

	Weeks				Month Total
July-19	1	2	3	4	
Mon	348	279	388	279	1,294
Tue	233	288	205	288	1,014
Wed	115	191	187	221	714
Thu		291	142	167	600
Week Total	696	1,049	922	955	3,622
Daily Avg	232	262	231	239	

	Weeks				Month Total
August-19	1	2	3	4	
Mon	314	310	351	291	1,266
Tue	301	298	264	287	1,150
Wed	145	215	102	181	643
Thu	212	300	160	266	938
Week Total	972	1,123	877	1,025	3,997
Daily Avg	243	281	219	256	

	Weeks				Month Total
September-19	1	2	3	4	
Mon		301	319	265	885
Tue	302	252	277	279	1,110
Wed	105	292	110	196	703
Thu	171	251	169	317	908
Week Total	578	1,096	875	1,057	3,606
Daily Avg	193	274	219	264	

	Weeks				Month Total
October-19	1	2	3	4	
Mon	376	327	407	294	1404
Tue	293	291	337	307	1228
Wed	113	233	103	314	763
Thu	197	300	216	296	1009
Total	979	1151	1063	1211	4,404
Daily Avg	245	288	266	303	

	Weeks				Month Total
November-19	1	2	3	4	
Mon	317	390	393	285	1385
Tue	333	287	344	335	1299
Wed	117	169	121	268	675
Thu	209	257	201	Holiday	667
Total	976	1103	1059	888	4,026
Daily Avg	244	276	265	296	

	Weeks				Month Total
December-19	1	2	3	4	
Mon	382	314	326	374	1396
Tue	384	268	342	Holiday	994
Wed	251	231	198	Holiday	680
Thu	301	285	306	Holiday	892
Total	1318	1098	1172	374	3,962
Daily Avg	330	275	293	374	

	Weeks				Month Total
January-20	1	2	3	4	
Mon	370	291	Holiday	388	1049
Tue	310	270	377	311	1268
Wed	Holiday	185	142	247	574
Thu	268	323	236	381	1208
Total	948	1069	755	1327	4,099
Daily Avg	316	267	252	332	

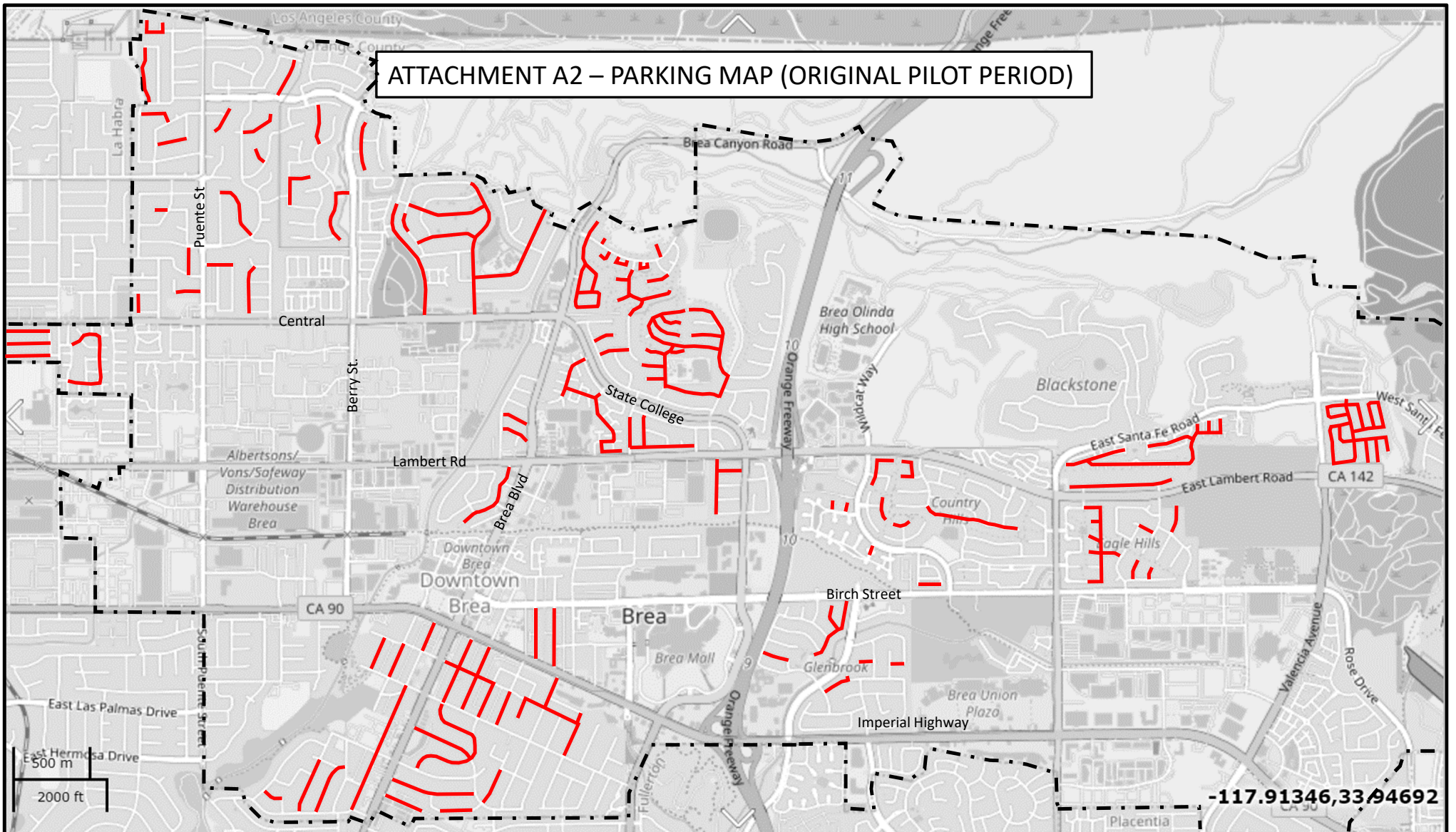
	Weeks				Month Total
February-20	1	2	3	4	
Mon	351	298	H	288	937
Tue	307	307	300	286	1200
Wed	236	228	191	289	944
Thu	222	302	280	316	1120
Total	1116	1135	771	1179	4,201
Daily Avg	279	284	257	295	

	Weeks				Month Total
March-20	1	2	3	4	
Mon	345	328	451	469	1593
Tue	269	361	546	443	1619
Wed	116	209	169	502	996
Thu	247	341	225	667	1480
Total	977	1239	1391	2081	5,688
Daily Avg	244	310	348	520	

Daily Avg	265
Monthly Average**	4,017

** Does not include April since data did not include a full month.

ATTACHMENT A2 – PARKING MAP (ORIGINAL PILOT PERIOD)



	Weeks				Month
April-20	1	2	3	4	Total
Mon	478	412	490	456	1836
Tue	566	512	578	545	2201
Wed	170	504	417	515	1606
Thu	245	684	219	675	1823
Total	1459	2,114	1704	2191	7,468
Daily Avg	365	528	426	548	

	Weeks				Month
May-20	1	2	3	4	Total
Mon	596	690	756	670	2712
Tue	628	735	761	725	2849
Wed	225	425	257	522	1429
Thu	425	702	441	505	2073
Total	1874	2552	2215	2422	9,063
Daily Avg	469	638	554	606	

	Weeks				Month
June-20	1	2	3	4	Total
Mon	756	656	634	600	2646
Tue	692	589	572	705	2558
Wed	163	442	215	444	1264
Thu	357	670	330	525	1882
Total	1968	2357	1751	2274	8,350
Daily Avg	492	589	438	569	

	Weeks				Month
July-20	1	2	3	4	Total
Mon	696	556	754	570	2576
Tue	747	596	651	675	2669
Wed	192	551	220	232	1195
Thu	432	685	310	415	1842
Total	2067	2388	1935	1892	8,282
Daily Avg	517	597	484	473	

	Weeks				Month
August-20	1	2	3	4	Total
Mon	762	695	276	343	2076
Tue	412	443	343	441	1639
Wed	539	594	278	310	1721
Thu	375	445	349	526	1695
Total	2088	2177	1246	1620	7,131
Daily Avg	522	544	312	405	

	Weeks				Month
September-20	1	2	3	4	Total
Mon					0
Tue					0
Wed					0
Thu					0
Total	0	0	0	0	0
Daily Avg					

Daily Avg	504
Monthly Average	8,059

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

DATE		ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
1	1/22/2019			X			
2	1/29/2019	Locust		X	X		
3	1/30/2019		X		X		
4	1/30/2019	Phillips		X	X		
5	2/5/2019	Ash St. Cottages	X			X	Concerned with buildup of trash because of parked cars.
6	2/11/2019	Walnut Ave	X	X		X	Does not want to pay for service. He lives across from some apts and cars park on the street now during sweeping times. If it's going to be reduced to two times a month, he thinks it won't get swept at all.
7	2/11/2019	Eastwood Plc		X		X	He thinks the streets will need to be swept more frequently based on the cycle the trees have droppings - especially the new trees that were recently planted. He asked if we could review this.
8	2/12/2019	Alexander Crt	X	X		X	Resident thinks she should not have to pay same price for reduced service (even though fund was being subsidized). She also thought it was a "red flag" stating no enforcement for parking - it would allow people to park with no concern for sweeping. She thought that part should have been omitted from the letter.
9	2/12/2019	Treeridge Circle			X		Wanted to know reason enforcement was stopped.
10	2/13/2019	Orange	X		X		
11	2/13/2019	Greenleaf		X	X		Wanted to know the percentage/ratio that was being subsidized? He said he doesn't mind paying more if we switch back to weekly.
12	2/14/2019	Hillhaven		X	X		
13	2/14/2019	Coalinga		X	X		
14	2/15/2019	Redbay	X			X	Disappointed that enforcement is suspended. Before the program the street in front of their house would rarely get swept because there were so many cars parked.
15	2/15/2019	Carolina		X	X		Asked if the City was going to start sweeping his street once construction in his area was complete. Informed resident that the street in La Floresta area (with exception of La Floresta) are all private and the City does not sweep. He said that our street sweeping map on our web site is incorrect then.
16	2/19/2019	Orange			X		Resident is handicapped and wanted to confirm if she could park 24 Hrs/365 days a year on the street without being ticketed now. She has a handicap placard but has received a citation in the past.
17	2/20/2019	unknown	X			X	Made some negative remarks about the price not changing and now not being enforced by PD. Said it was bull.

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

DATE		ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
18	2/21/2019	Redbay	X			X	She doesn't understand the council's decision to stop enforcement since people were just starting to stay off the streets during sweeping. She also mentioned that she has called several time before because the street sweeper goes by much too fast and doesn't clean all the debris.
19	2/25/2019	Acacia			X		Resident was confirming his day, time of sweeping and no enforcement now.
20	2/25/2019	Pomeo Ave	X			X	Resident asking about sweeping times, street not getting swept efficiently and enforcement. He did not provide his address. BE replied by email requesting his address.
21	2/27/2019	Puente			X		Understood reasoning behind frequency change. Just asked that we sweep median.
22	2/27/2019	Tracie Dr.			X		Wanted to confirm her new street sweeping times and days.
23	2/28/2019	Amberwick			X		Wanted to confirm her new street sweeping times and days.
24	3/1/2019	Whistle Train			X		Wanted to confirm he will not get ticketed if he parked in front of his home (one time instance). He appreciated the City notifying the residents.
25	3/4/2019	unknown	X		X		
26	3/4/2019	Buchanan	X	X	X		
27	3/4/2019	Winding Ln.			X		Needed to know what weeks of the month her street is swept.
28	3/4/2019	Hummingbird	X			X	Concerned with cleanliness of streets in his neighborhood because people are not moving their cars now that enforcement has been suspended.
29	3/5/2019	Meadow Crt			X		Wanted to confirm street sweeping times and days.
30	3/6/2019				X	X	Resident called Finance inquiring about fees for street sweeping reduction. He was told fees would not change because City has been subsidizing the cost of street sweeping. He was not happy and used quite a bit of profanity.
31	3/11/2019	Winding Ln.	X			X	Her neighbors barely moved their cars on street sweeping day even when they got ticketed. Now it will just be worse and the street in front of her home won't be swept and she still has to pay.
32	3/12/2019	Poinsettia	X	X	X		
33	3/20/2019		X	X		X	Sent an email addressed to City Council about how the street sweeping program was about money to begin with and never about the ocean or environment.
34	3/25/2019	Olinda Dr.		X	X		
35	3/25/2019	Date		X	X		
36	4/8/2019	Covey Crt	X	X		X	Resident lives on a cul-de-sac near community pool. She feels with the reduced times plus no enforcement that her area will not get swept at all. Cars are always parked near the pool area during the summer, and with no enforcement, people will not move their cars at all.

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

	DATE	ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
37	4/10/2019	Allyson Crt		X		X	She was unhappy with her sweep this week. Commented that if we are only sweeping (2) times a month that the sweeper needs to be more thorough.
38	4/22/2019	Partridge		X	X		
39	4/24/2019	La Canada	X			X	His neighbor has several cars parked in front of his residence and does not move them on street sweeping day. Therefore, his curbs do not get swept at all. He would like to go back to enforcement.
40	4/29/2019	Bluegrass		X	X		
41	4/30/2019	Imperial		X		X	Does not like the sweeping reduced to two times per month. Her area has a lot of trees that have messy droppings and sap.
42	5/2/2019	Puente				X	He is aware of twice a month sweeping schedule, however, his street has not been swept for the entire month of April.
43	5/2/2019	Morning Glory	X	X		X	Resident does not like the new sweeping schedule. If there are 5 wks in a month, his street will not get swept for (2) consecutive weeks. He lives next to a cul-de-sac where cars park and then it does not get swept consistently.
44	5/7/2019	Sievers		X	X		
45	5/8/2019	Havenhurst		X		X	Resident thinks wording is unclear for sweeping days when there are 5 weeks in a month. He's the 2nd & 4th week (Weds). His street will not be swept for 2 consecutive weeks when there is a 5th week.
46	5/9/2019	Puente				X	Not a complaint that it's every 2 weeks, just complaining of how we're interpreting the 2nd and 4th Wednesday.
47	5/9/2019	Pacific Ct.	X			X	Sweeping twice a month without citation is not working in our area. We have dirt lots and some residents don't move their cars. It seems our high taxes could help offset costs. We vote for a change. I don't understand why citations would be suspended if we're low on funds because these fees typically help pay for street sweeping. Makes no sense to me. Citations in our area could definitely be money-making since many residents are reluctant to move their vehicles. (A year is a long time to have such a mess on our streets. Good drainage is also affected by accumulating debris which also raises costs.)
48	5/15/2019	Zachary			X		Resident was inquiring about sweeping schedule. She is 2nd and 4th Weds. Was confused with the schedule and the 5th week no sweeping and how it affects the schedule. Suggested we put a calendar in the water bill that's color coded for the weeks so there's no misunderstanding. She doesn't go online much so to have a hard copy would be nice.
49	5/16/2019	Willow			X		He called to inquire about the schedule because the sweeper showed up today when he thought it should have been last week and next. Doesn't like the interpretation of the 2nd & 4th Thurs. He and all his neighbors had their cars on street because last week was 2nd Thurs. of month not today.
50	5/23/2019	Pacific Ct.	X			X	Many residents of South Blackstone continue to ignore the posted no parking during street sweeping signs.

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

DATE		ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
51	5/23/2019	Madrona	X	X	X	X	Resident said sweeping schedule makes no sense - Wording is 2nd and 4th Thursday of every month and no mention of no sweeping for 5th week in a month, which then throws the schedule off and is confusing. He also commented if we go back to enforcement that it would be completely unclear for residents as it stands.
52	5/29/2019	Havenhurst	X	X		X	No enforcement is not working-there are 6 cars on the street. Plus the sweeping schedule is confusing.
53	6/4/2019	Maple	X			X	He has only had his street swept twice since the no enforcement went into effect. Very unhappy that he has to pay for a service he isn't receiving.
54	6/10/2019	Date		X	X		
55	6/24/2019	Elm St.	X			X	Residents in her neighborhood are not moving their cars during sweeping times. With the reduced sweeping schedule and cars not moving, the streets are dirtier. Would like enforcement reinstated.
56	6/26/2019	Founders Park neighborhood	X			X	The Jacaranda trees are messy, and people do not move their cars so streets are looking bad.
57	6/26/2019	Delay	X			X	Nobody moves their car in his neighborhood so his street has not been swept for about 2 months. He'd like to see enforcement reinstated.
58	6/27/2019	Almond Dr	X			X	She lives at end of cul de sac AND a storm drain is in front of her house. No sweep since no ticketing and it's a mess. She has asked neighbors to move cars, and they did, but not on the correct day so it didn't do her any good. She said this is her 2nd complaint.
59	7/1/2019	Copa de Oro	X			X	There is construction of a new house nearby with work vehicles that don't move on sweeping days. Street is very dirty.
60	7/30/2019	Orange Ave.	X	X		X	He's like to at least be swept every other week rather than 1st & 3rd weeks because when there are 5 weeks in a month it goes too long without sweeping. He's also like the parking enforced. There are a lot of cars parked on street when sweeper comes and the gutters don't get swept and that mess blows in street when cars move. The sweeper spends more time in middle of street than by gutter because of all the parked cars.
61	7/30/2019	unknown	X			X	Need to make moving vehicles mandatory again. My neighbors employees park in front of my house everyday so it doesn't get swept most of the time. Not opposed to them parking there most of the time, but not on sweeping day.
62	8/5/2019	Cashew		X		X	The gutter hasn't been swept in 3 weeks because there's no sweeping the 5th week of month. There's a pile of leaves and he shouldn't have to pick them up.
63	8/13/2019	Cedar		X			Resident prefers the old schedule of sweeping every week.
64	8/16/2019	Valencia St.	X			X	Cars park in front of residence and area does not get swept.
65	9/3/2019	Fallcreek (residence) Buttonwood (rental)		X		X	His street sweeping day is Monday and when there's a Monday holiday they go a month without the street being swept.
66	9/17/2019	Juniper			X		Just needed to know if they were 1st & 3rd or 2nd & 4th Tues.
67	9/17/2019	Cashew		X			Need to revert back to sweeping weekly since the trash is building up on street.
68	9/24/2019	Whittier				X	His neighbor parks his truck at the property line and the sweeper can't sweep in front of his house. He pays taxes for this service.

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

DATE		ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
69	10/8/2019			X			Lack of street sweeping.
70	10/28/2019 , 11/7/19	Ash	X			X	He lives at corner of Ash & Madrona and neither street gets swept anymore because no one chooses to move their vehicles. Leaves are beginning to fall and accumulate in gutter. This issue will become serious when the leaves block the storm drains and it's raining.
71	11/4/2019	Chevy Chase		X		X	Streets do not look like they are being swept enough (possibly due to only two times a month).
72	11/7/2019	Madrona and Ash	X			X	Letter sent to Marty Simonoff regarding "voluntary program compliance" for street sweeping. Residents are not moving their cars for street sweeping in his neighborhood. Also, referred to federal NPDES provisions.
73	1/23/2020	Redwood	X			X	Vehicles do not move vehicles on street sweeping day.
74	2/2/2020		X			X	Resident sees a lot of trash along Tamarack and Site due to cars parking during sweeping days. It looks really bad. He would like to see enforcement again.
75	3/2/2020	Mariposa			X		She is for, not against, no ticketing. She likes it the way it is now.
76	5/5/2020	Maple	X			X	There were 14 cars parked on his street today when the sweeper went by. You can imagine the type of job the sweeper was able to do
77	6/8/2020	Shamrock		X		X	He does not like the change from weekly service to 2X per month
78	6/9/2020	400 blk Madrona	X			X	Wishes we were still ticketing. Lots of cars do not get moved off of street
79	6/9/2020	Walnut Ave	X	X		X	Wants weekly sweeping and ticketing. People from apt complex do not move their cars.
80	6/25/2020	Pacific Ct.	X			X	Nothing has changed in her neighborhood. No one moves their cars. There are usually 15 cars on the street so even though they pay for street sweeping, the street is not getting swept properly since this program began.
81	7/8/2020	Havenhurst - 1100 blk N. & 1400 blk. W.	X			X	People are complacent about moving their cars since there is no enforcement. Sweeper has to go around cars and leaves debris before and after car. Even worse is that the cars parked in front of his house belongs to neighbors.
82	7/14/2020	800 blk Walnut	X			X	The entire 800 blk of Walnut was just unable to be swept due to parked cars. There are cars on both sides of her house, left and right, and so the front of her house also did not get swept. This is not the sweeper's fault but the City's for allowing cars to park without citing. She is going to withhold payment for street sweeping on her bill.
83	7/14/2020	Walnut	X			X	The cars owned by the people in the apts. across the street are not moved anymore ever since citations during street sweeping has stopped. Before they would move their cars. Street sweeping does not get done properly. She doesn't feel she should have to pay for sweeping if the sweeper can never sweep in front of her house or her street. The people making the decisions about street sweeping and citations should actively drive the streets to see how many cars are on the streets instead of relying on a log of calls.

ATTACHMENT C
STREET SWEEPING LOG

Last Updated: 8/17/20

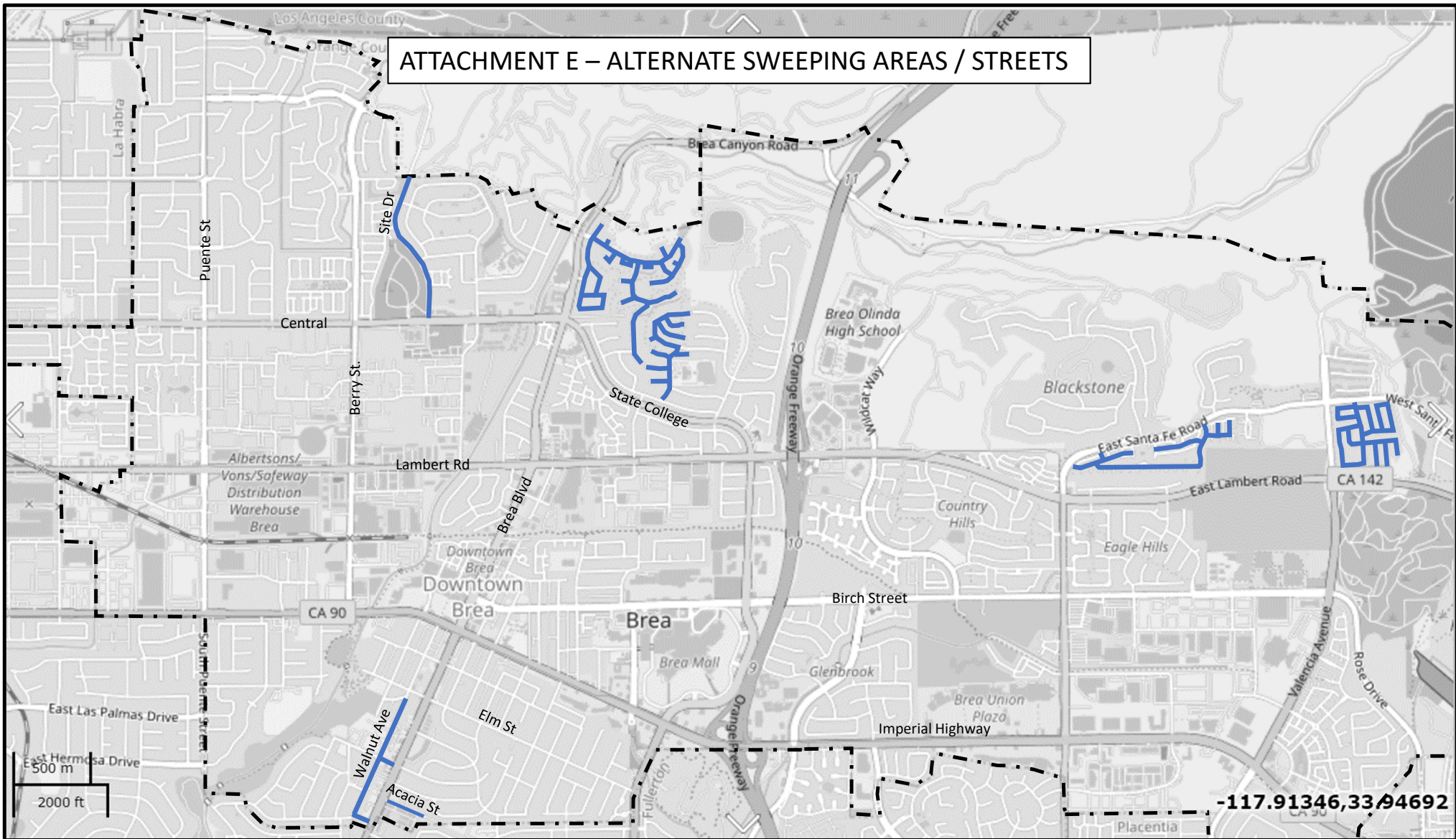
DATE		ADDRESS	ISSUE				Comments
			Enforcement	Frequency	Inquiry	Complaint	
84	7/20/2020	Hummingbird	X	X		X	When ticketing was occurring, cars were being moved. When ticketing ceased, most cars were being moved still, but as time has gone by, less are being moved. Today, there were ten cars parked on Hummingbird while the street sweeper operated. This used to be done on a weekly basis, with possible ticketing to motivate people to take their cars off the street, and the street looked great. Now this is done every first and third Monday, and a good number of people won't move their cars, and this street and other streets in this neighborhood don't look too good.
85	7/20/2020	Maple	X			X	The street sweeper just passed and there were 13 cars on his small street. Highly ineffective. Need to go back to ticketing.
86	8/11/2020	Branch Lane	X			X	He doesn't think the front of his home has been swept in 6 months due to cars parking in front. Would like enforcement reinstated maybe once a month at least. Also, wondered why he was paying for this service if it was getting swept?
87	8/12/2020	Havenhurst - 1100 blk N. & 1400 blk. W.	X			X	Council needs to reinstitute the parking enforcement during sweeping. <u>Every</u> time the sweeper goes by there are cars parked in front of his house that belong to his neighbors even though no one is parked in front of their house. They have a total disregard for street sweeping.
88	8/17/2020	Walnut Ave	X			X	Resident asking about Street Sweeping signs not posted in her tract? Also, excessive parking in her street and street not getting swept, and that signs would help. Not happy paying for service they are not receiving. Will Wenz responded back that signs are posted at the entrances to the neighborhood, specifically, west side of Brea Blvd at Date St, Elm St, Fir St, and Juniper St. He will add her comments to Street Sweeping Complaint Log.

ATTACHMENT D
Options 1, 2 and 3

September 8, 2020

<u>Option 1: Sweep 1X Per Week</u>			
<u>Description (Weekly Sweeping)</u>	<u>Original Budget</u>	<u>Proposed: (Weekly Sweeping)</u>	<u>Difference</u>
Labor (Sweeper Operator (2)* & Other PW Staff)	\$212,879	\$212,879	\$0
3 Vehicles (O&M + Replacement)	\$182,803	\$182,803	\$0
Overhead Costs (Technology, Admin, Gen Liability)	\$94,736	\$94,736	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,610</u>	<u>\$6,610</u>	<u>\$0</u>
Total:	\$497,028	\$497,028	\$0
*Cost for second Street Sweeping Operator is not currently budgeted (approx \$93,700 fully burdened).			
SAVINGS (Difference in Cost as Compared to Original Budget):			\$0
<u>Option 2: Sweep 2X Per Month</u>			
<u>Description (2X Sweeping)</u>	<u>Original Budget (Weekly Sweeping)</u>	<u>Proposed: (2X Sweeping)</u>	<u>Difference</u>
Labor (Sweeper Operator (1) & Other PW Staff)	\$212,879	\$119,200	\$93,679
2 Vehicles (O&M + Replacement)	\$182,803	\$144,000	\$38,803
Overhead Costs (Technology, Admin, Gen Liability)	\$94,736	\$94,736	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,610</u>	<u>\$10,000</u>	<u>(\$3,390)</u>
Total:	\$497,028	\$357,936	\$132,482
SAVINGS (Difference in Cost as Compared to Original Budget):			\$132,482
<u>Option 3: Sweep 2X Per Month & Alt Sides</u>			
<u>Description (2X Sweeping)</u>	<u>Original Budget (Weekly Sweeping)</u>	<u>Proposed: (2X Sweeping)</u>	<u>Difference</u>
Labor (Sweeper Operator (1) & Other PW Staff)	\$212,879	\$119,200	\$93,679
2 Vehicles (O&M + Replacement)	\$182,803	\$144,000	\$38,803
Overtime (12 hours per month)	\$0	\$6,100	(\$6,100)
Overhead Costs (Technology, Admin, Gen Liability)	\$94,736	\$94,736	\$0
Other Costs (i.e. weed control, chemicals, uniforms)	<u>\$6,610</u>	<u>\$10,000</u>	<u>(\$3,390)</u>
Total:	\$497,028	\$364,036	\$126,382
SAVINGS (Difference in Cost as Compared to Original Budget):			\$126,382

ATTACHMENT E – ALTERNATE SWEEPING AREAS / STREETS



City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 09/15/2020

SUBJECT: Consideration of a Friendship City MOU with Namyangju City, Gyeonggi Province, Republic of Korea

RECOMMENDATION

Discuss proposed draft MOU and provide direction to staff.

BACKGROUND/DISCUSSION

At the February 2, 2020, City Council Meeting, Namyangju City, Gyeonggi Province, Republic of Korea proposed a Friendship City relationship with the City of Brea for the City Council's consideration. Staff was directed at that meeting to gather information from the City of Namyangju representatives and bring the agreement back to the City Council for input.

The draft MOU was prepared with information provided by the representatives of the City of Namyangju, City Council's recommendations, as well as staff's research of Friendship City agreements. The attached draft is for the City Council's review and a copy has been sent to the representatives of Namyangju City.

FISCAL IMPACT/SUMMARY

Staff seeks the City Council's direction regarding the Friendship City draft MOU.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Yerika Ambriz, Management Analyst

Attachments

Friendship City Program Agreement (Draft MOU)

Friendship City Program Agreement

Namyangju City, the Republic of Korea and the City of Brea, United States of America agree to establish a friendship city relationship based on mutual equality and benefit, with respect and understanding for the culture and traditions of both cities. Both cities will strive to learn from one another through information sharing opportunities to promote prosperity and quality of life.

1. The Friendship Cities Program is a way for the City of Brea to initiate relationships — on a municipal government to municipal government basis — with Namyangju City on a less formal basis than through an official sister city relationship. Friendship City engagement will foster increased global cooperation and communication at the municipal level for the benefit of both participating cities.
2. The primary goal of a Friendship City relationship is to open lines of communication between the City of Brea and Namyangju City. The program is designed to establish an informal relationship, creating an atmosphere of goodwill. This relationship will include the exchange of correspondence between Mayors, City Councilmembers and other community leaders regarding areas of mutual interest.
3. While funding limitations may preclude travel or more formal program activities, the Agreement provides the opportunity to initiate information exchanges and the ability to generate community interest and support.
4. City staff resources are limited and will typically involve extending or receiving invitations, and annual correspondence from the Mayor and City Council. Additional City staff support may be provided at the discretion of the City Manager.
5. A Friendship City affiliation may be terminated when such action is deemed appropriate by either city. The Mayor or their designee will send a letter to the Mayor or lead representative of the Friendship City to express the City's intent to end the Friendship City affiliation.

This Agreement must be approved by City Council and signed by the Mayors of both cities in order to be valid. It has been made in two forms, one in Korean and one in English with two copies for each version, and shall take effect when the representatives of both cities sign and exchange them.

Kwang-han Cho
Mayor of Namyangju City,
Gyeonggi-do Province,
Republic of Korea

Marty Simonoff
Mayor of City of Brea,
Orange County, California,
United States of America

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Vehicle Miles Traveled Presentation

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E.

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

Attachments

Presentation



Traffic Studies, Vehicle Miles Traveled (VMT) and CEQA

City Council Meeting - September 15, 2020



Traffic Impact Studies

- Evaluate impacts of a change in land use on street system to determine if a project has an environmental impact under CEQA
- Level of Service (LOS) methodologies assessing traffic congestion used for more than 40 years
- Study Contents

Traffic Impact Study Outcomes

- Projects mitigate local traffic congestion, facilitating vehicle travel
- Suburban sprawl, freeway congestion, and air pollution
- Fewer people travel by transit, biking, or walking
- Vehicle Miles Traveled increase every year

Senate Bill 743

- State Mandate
- Goal is to “promote the reduction of Green House Gas emissions, the development of multimodal transportation networks, and a diversity of land uses”
- Vehicle Miles Traveled (VMT) vs. LOS under CEQA
- VMT evaluates travel patterns and total travel
- Develop new VMT study procedures and guidelines

VMT Assessments

- North Orange County Cities (NOCC) efforts on VMT
- CEQA guidelines set deadline of July 1, 2020, for VMT study implementation
- VMT assessment limits
- Project VMT vs. areawide VMT
- Statewide goal is to reduce VMT levels by 15%
- Some local serving projects, that reduce VMT, can be exempted from study

Anticipated VMT Study Outcomes

- VMT studies will be significantly smaller in size
- VMT studies will rely on regional traffic modeling
- Mitigation measures will center on Transportation Demand Management (TDM) measures

Transportation Operational Assessments

- Brea General Plan calls for congestion assessment through LOS, thus non-CEQA transportation assessment can be required
- Right-of-way improvements will be Conditions of Approval, not CEQA mitigation measures
- Streamlined LOS studies
- Transit, cyclist, & pedestrian access studies

Next Steps

- CEQA documents will only include VMT studies
- Transportation Operational Assessments, using LOS, will be used to develop Conditions of Approval
- To create guidelines for both VMT and LOS transportation assessments
- To adopt VMT as the CEQA transportation assessment measure

Questions?

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Proposition 15 - Split Roll Tax

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Attachments

Oppose Proposition 15 Resolution
Proposition 15 Letter Brea Chamber
Brea-OCTax Split Roll Council-Oppose 15
Prop15-LAO

WHEREAS, On June 6, 1978, Proposition 13, officially titled the “People’s Initiative to Limit Property Taxation,” was overwhelmingly approved by California’s voters, reducing property tax rates on homes, businesses and farms, and capping the rate of tax increases in the future; and

WHEREAS, On the same ballot, voters rejected Proposition 8, which proposed a “split-roll” property tax that for the first time in California history would have allowed the government to discriminate against property owners based on the type of property owned; and

WHEREAS, Prior to Proposition 13, rapidly rising inflation and subjective property assessments led to an inequitable property tax system that forced families to sell their homes and business owners to close their doors due to soaring property tax bills; and

WHEREAS, Proposition 13 provides certainty for taxpayers with respect to their property tax liability, eliminating the unpredictable year-to-year changes that occurred under the system it replaced; and

WHEREAS, Proposition 13 provides a stable revenue source for the government, in contrast to the volatile personal income tax, which California heavily relies upon for revenue; and

WHEREAS, Proposition 13 allows businesses to flourish and grow by providing a more stable business climate in the state; and

WHEREAS, With exponentially rising costs of living in the state of California, Proposition 13 makes it easier for families to achieve the American Dream of home and business ownership; and

WHEREAS, Property tax revenue in the state of California grew significantly following the passage of Proposition 13, with the 2019-20 assessors’ rolls reporting taxable property value of \$6.6trillion in the state, suggesting property tax revenue of at least \$72.5 billion, plus billions more for local levies used to repay bonds, including school bonds; and

WHEREAS, Assessed values increase under Proposition 13 due to changes in ownership, new construction, and an annual adjustment for inflation that is limited to 2% per year to protect property owners while still providing additional revenue for local governments; and

WHEREAS, Homeowners have been the biggest beneficiaries of Proposition 13, as their cumulative share of the total property tax burden has gone down more than 5% since its passage, from 41.84% in 1979-80 down to 36.65% in 2016-17; and

WHEREAS, Proposition 13 remains just as popular with voters today as it was when it was approved, with recent surveys citing that 65% of likely voters support Proposition 13; and

WHEREAS, Proposed alternatives to Proposition 13 that would increase property taxes on California businesses would harm the ability of employers to hire or retain California employees and lead to more businesses and jobs leaving the state; and

WHEREAS, Proposed alternatives to Proposition 13 could negatively affect renters, who would see their rents increase as landlords experienced higher operating costs and passed these costs down to their tenants; and

WHEREAS, Proponents of the “Schools and Communities First” tax increase initiative qualified for the November 2020 ballot seek to undermine and remove taxpayer protections provided by Proposition 13 by requiring businesses to pay higher property taxes than all other property owners; and

WHEREAS, The “split-roll” initiative would increase the cost of food by increasing property taxes on agricultural buildings and some crops; and

WHEREAS, The County Assessors’ Association found that the “split-roll” initiative would result in a net loss of revenue for some counties due to the cost of newly created exemptions for select property owners; and

WHEREAS, Assessors repeatedly have stated that the “split-roll” initiative would be impossible to implement given unavailability of data needed to administer the proposed exemptions, unavailability of qualified candidates to fill the approximately 900 new government positions that would be needed, and the limited timeframe set by the initiative; and

WHEREAS, Since the passage of Proposition 13, voters have rejected, by wide margins, changes that would have businesses pay property taxes at a higher rate than those imposed upon residential owners, as evidenced by the defeat of Proposition 167 in 1992; now, therefore, be it

Resolved, That in recognition of the benefits that Proposition 13 provides for all property owners, California’s economy and the residents of this community, (NAME) opposes the split-roll property tax increase, Proposition 15 on the November 3, 2020 ballot, and reaffirms its support for Proposition 13 for all property owners.

Bill Gallardo, City Manager
City of Brea
One Civic Center Circle
Brea, CA 92821
SENT VIA ELECTRONIC MAIL

September 8, 2020

RE: Proposition 15

Dear Mr. Gallardo,

The Brea Chamber of Commerce and a coalition of business and taxpayer groups are leading a strong effort to defeat the split roll property tax measure, Proposition 15 on the November ballot.

Proposition 15 is a \$12.5 billion a year property tax increase—the largest in state history—that is riddled with flaws that will hurt all Californians. Contrary to what its supporters claim, Proposition 15 will not help local governments and schools recover from the COVID-19 induced economic crisis.

The measure will also hurt the small businesses that employ half of all California employees. The California Assessors' Association is opposing Proposition 15, stating that it will cost more than \$1 billion to implement in the first three years and would be impossible to administer.

Moreover, groups representing two direct beneficiaries of the tax funds are not supporting the measure: The League of California Cities refused to support Proposition 15, and the California School Boards Association voted to remain neutral.

Among the many problems with Proposition 15 that the campaign has identified are:

- **Hurts small businesses.** Most small businesses rent the property on which they operate and have a “triple net lease” under which they are responsible for paying property taxes, insurance, and maintenance costs. Small businesses—such as restaurants, gyms, barber shops, daycare centers, grocery stores, nail salons—will pay higher rents if Proposition 15 passes.
- **Harms female- and minority-owned businesses.** Numerous studies show that increasing property taxes on small businesses will have a disproportionate negative impact on businesses owned by women and minorities.
- **Lacks accountability and transparency.** Flimsy reporting requirements in Proposition 15 will enable government agencies to hike where they are spending the new tax dollars. There is no independent oversight.

2020 Executive Committee

Jay Badillo
Chairman of the Board
Embassy Suites Brea

Kevin Caulson
Chair Elect
Brea Mall/ Simon Property Group

Bill Murray
Finance & Operations
Edward Jones Investments

Eric Padilla
Marketing and Communications
Palatable Promotions

Michelle Cummings
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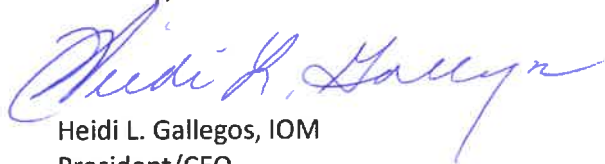
Heidi L. Gallegos
President/CEO
Secretary to the Board



- **Leads to higher grocery bills.** By removing Proposition 13 protections for California farmers and ranchers, Proposition 15 will trigger higher property taxes for agriculture-related improvements. Among those affected will be dairies, processing plants, fruit, and nut growers, wineries, and vineyards. Most food items will face higher property taxes several times in the journey from farm to processing, packaging, distribution, and the grocery store.
- **Makes housing crisis worse.** The increased property tax on industrial and commercial developments will ultimately discourage new home construction, leading to higher rents and home prices.
- **Increases energy costs.** Voter-approved property tax protections for solar energy systems will give way to higher property taxes for all active solar energy systems, including solar energy facilities selling renewable energy to California utilities, starting in 2022.

The Brea Chamber of Commerce is respectfully asking the Brea City Council to adopt a resolution opposing Proposition 15. This is not the time to impose additional taxes on businesses.

Sincerely,



Heidi L. Gallegos, IOM
President/CEO
Brea Chamber of Commerce

cc: Brea Chamber of Commerce Board of Directors

August 3, 2020

Hon. Marty Siminoff, Mayor
City of Brea
1 Civic Center Circle
Brea, CA 92821

Hon. Siminoff and Members of the Brea City Council:

In 1978, California voters approved the People's Initiative to Limit Property Taxation, or "Proposition 13". Prop 13 was the outcome of a revolt of California property owners against the roller-coaster tax increases and provided stability for homeowners and business owners.

As the impacts of COVID-19 rippled throughout the country, the business community has suffered catastrophic losses. Unable to survive the economic burdens, many small businesses were forced to close their doors for good. As businesses continue to struggle, unemployment numbers remain staggering. The business community is CRITICAL to improve unemployment. You can't have a job without one.

The Split Roll- 2020 Ballot Initiative: Proposition 15 will cause fewer jobs and reduce wages, raise prices for goods and services, magnify the housing crisis, increase the cost to do business in California, and will leave homeowners vulnerable to the complete elimination of Proposition 13 protections. **Proposition 15 is a \$10-\$12 BILLION tax increase on every Californian at a time we cannot afford it.**

The Orange County Taxpayers Association asks that your City Council join with us in opposing the Split Roll Initiative "Prop 15" on this November's ballot by passing a resolution in opposition.

Please let us know if we can be of any further assistance

Sincerely,



Carolyn Cavecche
President and CEO
Orange County Taxpayers Association

Cc: Hon. Steven Vargas, Mayor Pro Tem
Hon. Cecilia Hupp, Council Member
Hon. Glenn Parker, Council Member
Hon. Christine Marick, Council Member
Hon. Bill Gallardo, City Manager



Proposition 15

INCREASES FUNDING SOURCES FOR PUBLIC SCHOOLS, COMMUNITY COLLEGES, AND LOCAL GOVERNMENT SERVICES BY CHANGING TAX ASSESSMENT OF COMMERCIAL AND INDUSTRIAL PROPERTY. INITIATIVE CONSTITUTIONAL AMENDMENT.

ANALYSIS OF MEASURE

Background

Local Governments Tax Property. California cities, counties, schools, and special districts (such as a fire protection district) collect property taxes from property owners based on the value of their property. Property taxes raise around \$65 billion each year for these local governments. Overall, about 60 percent of property taxes go to cities, counties, and special districts. The other 40 percent goes to schools and community colleges. These shares are different in different counties.

Property Includes Land, Buildings, Machinery, and Equipment. Property taxes apply to many kinds of property. Land and buildings are taxed. Businesses also pay property taxes on most other things they own. This includes equipment, machinery, computers, and furniture. We call these things “business equipment.”

How Is a Property Tax Bill Calculated? Each property owner’s annual property tax bill is equal to the taxable value of their property multiplied by their property tax rate. The typical property owner’s property tax rate is 1.1 percent.

Taxable Value of Land and Buildings Is Based on Original Purchase Price. In the year a piece of land or a building is purchased, its taxable value typically is its purchase price. Each year after that, the property’s taxable value is adjusted for inflation by up to 2 percent. When a property is sold again, its taxable value is reset to its new purchase price. The taxable value of most land and buildings is less than what they could be sold for. This is because the price most properties could be sold for grows faster than 2 percent per year.

Taxable Value of Business Equipment Is Based on How Much It Could Be Sold for. Unlike land and buildings, business equipment is taxed based on how much it could be sold for today.

Counties Manage the Property Tax. County assessors determine the taxable value of property. County tax collectors bill property owners. County auditors distribute tax revenue to local governments. Statewide, counties spend about \$800 million each year on these activities.

Proposal

Tax Commercial and Industrial Land and Buildings Based on How Much They Could Be Sold for. The measure requires commercial and industrial (after this referred to simply as “commercial”) land and buildings to be taxed based on how much they could be sold for instead of their original

purchase price. This change is put in place over time starting in 2022. The change does not start before 2025 for properties used by California businesses that meet certain rules and have 50 or fewer employees. Housing and agricultural land continues to be taxed based on its original purchase price.

Some Lower Value Properties Not Included. This change does not apply if the owner has \$3 million or less worth of commercial land and buildings in California (adjusted for inflation every two years). These properties continue to be taxed based on original purchase price.

Reduce Taxes on Business Equipment. The measure reduces the taxable value of each business's equipment by \$500,000 starting in 2024. Businesses with less than \$500,000 of equipment pay no taxes on those items. All property taxes on business equipment are eliminated for California businesses that meet certain rules and have 50 or fewer employees.

Fiscal Effects

Increased Taxes on Commercial Land and Buildings. Most owners of commercial land and buildings worth more than \$3 million would pay higher property taxes. Only some of these property owners would start to pay higher taxes in 2022. By 2025, most of these property owners would pay higher taxes. Beginning in 2025, total property taxes from commercial land and buildings probably would be \$8 billion to \$12.5 billion higher in most years. The value of commercial property can change a lot from year to year. This means the amount of increased property taxes also could change a lot from year to year.

Decreased Taxes on Business Equipment. Property taxes on business equipment probably would be several hundred million dollars lower each year.

Money Set Aside to Pay Costs of the Measure. The measure sets aside money for various costs created by the measure. This includes giving **several hundred million dollars per year** to counties to pay for their costs of carrying out the measure. The measure would increase the amount of work county assessors do and could require changes in how they do their work. Counties could have costs from the measure before new money is available to cover these costs. The state would loan money to counties to cover these initial costs until new property tax revenue is available.

New Funding for Local Governments and Schools. Overall, \$6.5 billion to \$11.5 billion per year in new property taxes would go to local governments. 60 percent would go to cities, counties, and special districts. Each city, county, or special district's share of the money depends on several things including the amount of new taxes paid by commercial properties in that community. Not all governments would be guaranteed new money. Some in rural areas may end up losing money because of lower taxes on business equipment. The other 40 percent would increase funding for schools and community colleges. Each school or community college's share of the money is mostly based on how many students they have.

YES/NO STATEMENT

A **YES** vote on this measure means: Property taxes on most commercial properties worth more than \$3 million would go up in order to provide new funding to local governments and schools.

A **NO** vote on this measure means: Property taxes on commercial properties would stay the same. Local governments and schools would not get new funding.

SUMMARY OF LEGISLATIVE ANALYST'S ESTIMATE OF NET STATE AND LOCAL GOVERNMENT FISCAL IMPACT

- Increased property taxes on commercial properties worth more than \$3 million providing \$6.5 billion to \$11.5 billion in new funding to local governments and schools.

BALLOT LABEL

Fiscal Impact: Increased property taxes on commercial properties worth more than \$3 million providing \$6.5 billion to \$11.5 billion in new funding to local governments and schools.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Camping in Public Areas - Introduction of Ordinance No. 1217

RECOMMENDATION

Introduce Ordinance No. 1217 for first reading by title only and waive further reading.

BACKGROUND/DISCUSSION

The City of Brea has long restricted camping on public property. The relevant City Code provisions include Section 12.00.050(A)(14), which prohibits camping at any park, recreational facility, or trail without written authorization from the Community Services Department. They also include Section 12.04.040, which, among other things, prohibits sitting on a public sidewalk in a manner that obstructs free passage.

The California Supreme Court ruled twenty-five years ago that anti-camping ordinances are “facially” constitutional. In this decision, the court emphasized: “a city not only has the power to keep its streets and other public property open and available for the purpose to which they are dedicated, it has a duty to do so.” [*Tobe v. City of Santa Ana*, 9 Cal.4th 1069, 1109 (1995).]

However, last year, the Ninth Circuit U.S. Court of Appeals issued its final opinion for a ruling that anti-camping ordinances cannot be enforced against homeless individuals when alternative shelter is unavailable to them. The court explained this ruling by stating that “as long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter.” [*Martin v. City of Boise*, 920 F.3d 584, 618 (2019).]

Even before this ruling was issued, the Cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Villa Park, and Yorba Linda were finalizing a Memorandum of Understanding For the North Orange County Service Planning Area (“North SPA MOU”) to provide for the establishment and operation of new homeless shelters. Through the North SPA MOU, Brea contributes to the acquisition, construction, and/or operation of new homeless shelters in Buena Park and Placentia. Additionally, Brea is able to utilize a portion of the capacity of such facilities, as well as a portion of the capacity of an Anaheim homeless shelter.

After the North SPA MOU was executed, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton, Villa Park, and Yorba Linda entered into a Settlement Agreement with Orange County Catholic Worker and certain individuals to resolve U.S. District Court litigation in the case of *Orange County Catholic Worker et al. v. Orange County et al.*

(Case No. 8:18-cv-00155 DOC (JDE)). The Settlement Agreement further memorializes the cities' commitment in the North SPA MOU to fund, construct, and operate new low barrier homeless shelters. Additionally, the Settlement Agreement establishes protocols for the cities to enforce their trespass, loitering, and anti-camping ordinances against homeless individuals. In general, absent exigent circumstances, the protocols are as follows:

- Outreach and Engagement ("O&E") personnel first will offer an appropriate immediately available shelter placement in the North SPA (first option) or in the County (second option).
- If the individual accepts the offered placement, then O&E personnel will provide transportation to the placement and will assist the individual in finding necessary transportation to and from scheduled appointments and work.
- If the individual declines the offered placement, then the individual will be given a warning and an opportunity to leave the location.
- An individual who declines the offered placement and fails to relocate after being warned may be cited or arrested.

As a result of the homeless shelter capacity available through the North SPA MOU and the protocols set forth in the Settlement Agreement, it is appropriate for the City of Brea to update its restrictions on camping on public property. The proposed Ordinance is substantively identical to the Santa Ana ordinance upheld by the California Supreme Court in 1995.

FISCAL IMPACT/SUMMARY

There is no direct fiscal impact on the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Terence Boga, City Attorney

Attachments

Redline
Ordinance No. 1217

REDLINE

CHAPTER 8.44: STORAGE OF PERSONAL PROPERTY AND CAMPING IN PUBLIC AREAS

§ 8.44.010 Purpose and Intent.

The public parks, public streets and alleys, public parking lots, public rights-of-way, parkways, public sidewalks, recreational areas, and other publicly-owned or controlled property ~~described in § 8.44.020J.~~, within the city, should be readily accessible and available to residents, businesses, and the public at large for their intended purposes. The use of these public areas for the storage of personal property or camping interferes with the rights of others to use and enjoy these public areas as they are intended. Such activity can constitute a public health and safety hazard which adversely impacts public offices, facilities, and services, as well as neighborhoods and commercial areas. The ~~purpose~~purposes of this chapter ~~is~~are to maintain these public areas within the city in a clean, sanitary, safe, and accessible condition; to adequately protect the health, safety, environment, and general welfare of the community; and to ensure that these public areas are used for their intended purposes and remain accessible to all citizens, businesses, and visitors in the city. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public property.

§ 8.44.020 Definitions.

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this chapter.

ABANDONED PERSONAL PROPERTY. Personal property as to which it reasonably appears that the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment.

ALLEY. Shall have the meaning set forth in § 110 of the California Vehicle Code.

CAMP: To pitch or occupy camp facilities; to use camp paraphernalia.

CAMP FACILITIES: Shall include, but not be limited to, tents, huts or temporary shelters.

CAMPING PARAPHERNALIA: Shall include, but not be limited to, tarpaulins, cots, beds, sleeping bags, hammocks or non-city provided cooking facilities and similar equipment.

CHIEF OF POLICE. The Chief of Police of the City of Brea, or his or her designee.

CITY CLERK. The City Clerk of the City of Brea, or his or her designee.

CITY MANAGER. The City Manager of the City of Brea, and shall include his or her designee.

COMMUNITY SERVICES DIRECTOR. The Community Services Director of the City of Brea, or his or her designee.

PARK. Shall have the same meaning as defined in § 12.00.020 of this Code.

PERSONAL PROPERTY. Tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping equipment or paraphernalia, money, books, and “shopping carts” or “carts” as defined in this section.

POLICE DEPARTMENT. The Brea Police Department.

PUBLIC AREA. A publicly owned or controlled place, including, but not limited to, any public street, alley, public parking lot, public park, public rights-of-way, public parkway, public sidewalk, public recreational area, public recreational facility, the Brea Civic and Cultural Center and all public areas adjacent thereto, the Brea Library and all public areas adjacent thereto, the Curtis Theater and all public areas adjacent thereto, the Brea Community Center and all public areas adjacent thereto, the Brea Senior Center and all public areas adjacent thereto, and/or any and all other publicly-owned or controlled property in the city. “Public Area” shall not include any area designated as a public campground pursuant to federal, state or local statute, ordinance or resolution.

SHOPPING CARTS or CARTS. Shall have the meaning set forth in Business and Professions Code § 22435.

STORE, STORED or STORAGE. To place or put aside personal property in a public area or accumulate it for use when needed; to place personal property in a public area for safekeeping; and/or to leave personal property unattended in a public area.

STREET. Shall have the meaning set forth in § 590 of the California Vehicle Code.

UNCLAIMED PERSONAL PROPERTY. Personal property that has been turned in to the Chief of Police pursuant to § 8.44.040 and/or impounded pursuant to § 8.44.050, and that has not been claimed within a period of ninety (90) days by its owner.

§ 8.44.135 Camping in Public Areas Prohibited.

A. No person shall camp, occupy camp facilities, or use camp paraphernalia in any public area.

B. This section shall not apply to camping at a park, recreational facility, or trail pursuant to written consent of the Community Services Department in accordance with §§ 12.00.050(A)(14) and 12.00.070.

C. This section shall be enforced in accordance with the protocols set forth in the city’s settlement agreement in the U.S. District Court case of Orange County Catholic Worker et al. v. Orange County et al. (Case No. 8:18-cv-00155 DOC (JDE)).

ORDINANCE NO. 1217

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA REGARDING CAMPING ON PUBLIC PROPERTY AND AMENDING THE BREA CITY CODE

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

A. RECITALS:

(i) The City of Brea has entered into a Memorandum of Understanding For the North Orange County Service Planning Area ("North SPA MOU") with the Cities of Anaheim, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Villa Park, and Yorba Linda. Pursuant to the North SPA MOU, the City of Brea is: (a) contributing to the acquisition, construction, and/or operation of new homeless shelters in Buena Park and Placentia; and (b) able to utilize a portion of the capacity of such facilities and a portion of the capacity of an Anaheim homeless shelter.

(ii) The City of Brea, together with the Cities of Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Stanton, Villa Park, and Yorba Linda, has entered into a Settlement Agreement with Orange County Catholic Worker and certain individuals to resolve federal court litigation in the case of *Orange County Catholic Worker et al. v. Orange County et al.* (Case No. 8:18-cv-00155 DOC (JDE)). Among other things, the Settlement Agreement addresses: (a) funding, construction, and operation of new low barrier homeless shelters; and (b) protocols for trespass, loitering, and anti-camping ordinance enforcement against homeless persons.

(iii) The homeless shelter capacity available through the North SPA MOU, together with the protocols set forth in the Settlement Agreement in the *Orange County Catholic Worker* case, enables the City of Brea to enforce an anti-camping ordinance

_____, 2020
ORD. 1217

without violation of the Eighth Amendment of the U.S. Constitution as interpreted by the Ninth Circuit U.S. Court of Appeals in the case of *Martin v. City of Boise* (920 F.3d 584 (2019)).

(iv) The public area camping prohibition enacted by this Ordinance is substantively identical to the public area camping prohibition upheld by the California Supreme Court in the case of *Tobe v. City of Santa Ana* (9 Cal.4th 1069 (1995)).

B. ORDINANCE:

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

SECTION 2. Section 8.44.010 (Purpose and Intent) of Chapter 8.44 (Storage of Personal Property in Public Areas) of Title 8 (Health, Safety and Welfare) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

“§ 8.44.010 Purpose and Intent.

The public parks, public streets and alleys, public parking lots, public rights-of-way, parkways, public sidewalks, recreational areas, and other publicly-owned or controlled property within the city should be readily accessible and available to residents, businesses, and the public at large for their intended purposes. The use of these public areas for the storage of personal property or camping interferes with the rights of others to use and enjoy these public areas as they are intended. Such activity can constitute a public health and safety hazard which adversely impacts public offices, facilities, and services, as well as neighborhoods and commercial areas. The purposes of this chapter are to maintain these public areas within the city in a clean, sanitary, safe, and accessible condition; to adequately protect the health, safety, environment,

and general welfare of the community; and to ensure that these public areas are used for their intended purposes and remain accessible to all citizens, businesses, and visitors in the city. Nothing in this chapter is intended to interfere with otherwise lawful and ordinary uses of public property.”

SECTION 3. Section 8.44.020 (Definitions) of Chapter 8.44 (Storage of Personal Property in Public Areas) of Title 8 (Health, Safety and Welfare) of Part I (Municipal Code) of the Brea City Code is amended by adding definitions for “camp”, “camp facilities”, and “camping paraphernalia” to read as follows:

“CAMP: To pitch or occupy camp facilities; to use camp paraphernalia.

CAMP FACILITIES: Shall include, but not be limited to, tents, huts or temporary shelters.

CAMPING PARAPHERNALIA: Shall include, but not be limited to, tarpaulins, cots, beds, sleeping bags, hammocks or non-city provided cooking facilities and similar equipment.”

SECTION 4. Chapter 8.44 (Storage of Personal Property in Public Areas) of Title 8 (Health, Safety and Welfare) of Part I (Municipal Code) of the Brea City Code is amended by adding a new Section 8.44.135 to read as follows:

“§ 8.44.135 Camping in Public Areas Prohibited.

A. No person shall camp, occupy camp facilities, or use camp paraphernalia in any public area.

B. This section shall not apply to camping at a park, recreational facility, or trail pursuant to written consent of the Community Services Department in accordance with §§ 12.00.050(A)(14) and 12.00.070.

C. This section shall be enforced in accordance with the protocols set forth in the city's settlement agreement in the U.S. District Court case of *Orange County Catholic Worker et al. v. Orange County et al.* (Case No. 8:18-cv-00155 DOC (JDE)).”

SECTION 5. Chapter 8.44 (Storage of Personal Property in Public Areas) of Title 8 (Health, Safety and Welfare) of Part I (Municipal Code) of the Brea City Code is renamed “Storage of Personal Property and Camping in Public Areas”.

SECTION 6. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Sections 15060(c)(2) and 15061(b)(3) of the California Code of Regulations.

SECTION 7. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this ___ day of _____, 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

_____, 2020
ORD. 1217

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 15th day of September, 2020, and was finally passed at a regular meeting of the City Council of the City of Brea held on the ___ day of _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____, 2020

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 09/15/2020

SUBJECT: Introduce Ordinance No. 1218 for the First Reading by Title Only, Amending Chapter 8.29 of the Brea City Code

RECOMMENDATION

Adopt Ordinance No.1218 amending Chapter 8.29 of the Brea City Code.

BACKGROUND/DISCUSSION

On February 6, 2007, City Council approved and adopted Ordinance No. 1097 (Exhibit A) establishing Waste Management Plan requirements for certain Construction and Demolition (C&D) projects within the City, and amending Title 8 of the Municipal Code. The purpose of the Ordinance was to reduce landfill waste by requiring an applicant for every “covered project” to divert a minimum of fifty percent (50%) of the (C&D) debris resulting from that project, in compliance with state and local statutory goals and policies, and to create a mechanism to secure compliance with diversion requirements. Construction and demolition diversion rates were updated to a minimum of 65% in the 2016 and 2019 California Green Building Standards codes (CALGreen). CALGreen was adopted in its entirety by City Council by adding Chapter 15.24 of the Brea City Code via Ordinance No. 1188 and Ordinance No.1212 on December 6, 2016 and November 19, 2019, respectively.

This proposed amendment to Chapter 8.29 of the Brea City Code (Exhibit B) would make the existing Ordinance correspond to 2019 CALGreen (applicable excerpts in Exhibit C) adopted in Ordinance No. 1212 and provide consistency among codes when developers apply for permits. A summary of CALGreen Construction Waste Management Requirements is provided in Exhibit D attached. A summary of the changes being proposed include the following:

TOPIC	CURRENT ORDINANCE	PROPOSED ORDINANCE
Purpose	Reduce landfill waste by requiring an applicant for every 'covered project' to divert a minimum of fifty percent (50%) of the construction and demolition debris resulting from that project, in compliance with state and local statutory goals and policies.	Reduce landfill waste in compliance with state and local statutory goals and policies.
Covered Project	Threshold of \$50,000 or more.	Demolition work and projects subject to the waste diversion requirements set forth in the Green Building Standards Code of the City of Brea.
Required Diversion Rate	Minimum of fifty percent (50%).	At a minimum, the required percentage of the construction and demolition debris as set forth in the provisions of the Green Building Standards Code of the City of Brea. <i>Current Green Code diversion rate is 65%.</i>
Exempt Projects	<ul style="list-style-type: none"> · Immediate or emergency demolition required for public health, safety or welfare. · Single-family residential district swimming pool or accessory structure under \$50,000. 	Removes exemption for single-family residential district swimming pool or accessory structure under \$50,000.
Waste Management Plan Requirements – Subsection A	“All applicants for covered project permits shall complete and submit a Waste Management Plan as part of the application packet. The Waste Management Plan shall include the following information, calculated with the conversion rate, and shall be attested to by the applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the project when all of the facts cannot be ascertained...”	Requires Waste Management Plan to also include information required by the Green Building Standards Code of the City of Brea
Weighing of Wastes	“.....all construction and demolition debris is measured and recorded, using the most accurate method of measurement available.....”	Acceptable methods of measurement include those required under the Green Building Standards Code of the City of Brea.
Non-applicability of Ordinance to existing projects	Section 2. The provisions of this Ordinance shall not apply to a: A) Project for which all required City approvals have been obtained prior to the effective date of this Ordinance.	Section 10. The provisions of this Ordinance shall not apply to a: A) Project for which all required City approvals have been obtained prior to the effective date of the most recent adopted edition of the Green Building Standards Code of the City of Brea.

FISCAL IMPACT/SUMMARY

There is no fiscal impact to the City with amendment to Chapter 8.29 of the Brea City Code.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lizette Longacre, Recycling Coordinator

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

Attachments

Exhibit A - Ordinance No. 1097

Exhibit B - Proposed Ordinance Amendment

Exhibit C - 2019 CALGreen Excerpts

Exhibit D - CALGreen Summary

Exhibit E - PowerPoint

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ESTABLISHING WASTE MANAGEMENT PLAN REQUIREMENTS FOR CERTAIN CONSTRUCTION AND DEMOLITION PROJECTS WITHIN THE CITY, AND AMENDING TITLE 8 OF THE BREA CITY CODE

The City Council of the City of Brea does hereby ordain as follows:

SECTION 1. A new Chapter 8.29 is hereby added to Title 8 of the Brea City Code to read as follows:

“Chapter 8.29”

WASTE MANAGEMENT PLANS FOR CERTAIN CONSTRUCTION AND DEMOLITION PROJECTS

SECTIONS:

8.29.010	Short title.
8.29.020	Purpose of chapter.
8.29.030	Definitions.
8.29.040	Application of chapter to covered projects.
8.29.050	Required diversion rate.
8.29.060	Projects exempt.
8.29.070	Waste Management Plan requirements.
8.29.080	Review of Waste Management Plan.
8.29.090	Documentation of Waste Management Compliance.
8.29.100	Exception from compliance with this chapter.
8.29.110	Appeal.
8.29.120	Violation of chapter.

§ 8.29.010 SHORT TITLE.

The Ordinance codified in this chapter shall be known and designated as the 'Construction and Demolition Waste Management Ordinance.'

§ 8.29.020 PURPOSE OF CHAPTER.

The purpose of this Ordinance is to reduce landfill waste by requiring an applicant for every 'covered project', as defined herein, to divert a minimum of fifty percent (50%) of the construction and demolition debris resulting from that

project, in compliance with state and local statutory goals and policies, and to create a mechanism to secure compliance with the diversion requirements.

§ 8.29.030 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply:

A. 'Applicant' means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for any permit, as defined in this chapter, and who is, therefore, responsible for meeting the requirements of this chapter.

B. 'Construction' means the building or enlargement of any structure, or any portion thereof, and includes without limitation alterations or improvements to an existing structure.

C. 'Construction and Demolition Debris' means the excess or discarded materials, which are removed from a site during or after the construction or demolition of any structure, fence, wall, or paving.

D. 'Conversion Rate' means the rate set forth in the standardized conversion rate table for use in estimating the volume or weight of construction and demolition debris, approved by the California Integrated Waste Management Board.

E. 'Covered Project' means any project consisting of demolition work regardless of cost, or any construction or renovation project or competitively bid public works construction project, in which the total cost is, or is reasonably estimated to be, \$50,000 or more.

F. 'Deconstruction' means to disassemble any facility, structure or building, whether in whole or in part, whether interior or exterior, piece by piece, in order to salvage the materials and parts.

G. 'Demolition' means the razing, tearing down or wrecking of any structure, wall, fence or paving, whether in whole or in part, or interior or exterior.

H. 'Director of Maintenance Services' means the Director of Maintenance Services for the City, or designee.

I. 'Divert' and 'Diversion' means the reuse of construction and demolition debris to avoid disposal in a landfill.

J. 'Diversion Requirement' means the diversion rate for construction and demolition debris generated by a project, as established in this chapter, , or reduced diversion rate authorized pursuant to Section 8.29.100, or diversion of construction and demolition debris generated by a project through the exclusive use of the City of Brea permitted waste hauler (see Section 8.29.050).

K. 'Paving' means driveways, walkways, parking areas, streets and sidewalks.

L. 'Permit' means any building or demolition permit.

M. 'Permitted Waste Hauler' means a waste hauler holding an exclusive permit to collect and haul solid waste and/or recyclable materials within the City of Brea.

N. 'Project' means any proposal for new or changed use, or for new construction, demolition, alteration or enlargement of any structure, that requires a permit from the City.

O. 'Recycling' and 'Reuse' mean the process of collecting, sorting, cleansing, treating, and reconstituting construction and demolition debris that would otherwise be disposed of in a landfill for use as raw material for, new, reused, or reconstituted products which meet industry standards.

P. 'Structure' means anything constructed or erected that requires a location in the ground, including any building, swimming pool, driveway or walkway, but not including a fence or wall not used to support any other structure.

Q. 'Waste Management Plan' means a written plan for diverting construction and/or demolition debris submitted to the City, as required by this chapter.

R. 'Waste Management Plan Compliance Official' means the designated administrator of the Sanitation Division of the Maintenance Services Department.

§ 8.29.040 APPLICATION OF CHAPTER TO COVERED PROJECTS.

A. Each covered project shall meet the diversion requirement, and shall otherwise comply with all provisions, of this chapter.

B. Compliance with the provisions of this chapter shall be a prerequisite for issuance of any building or demolition permit for a covered project.

§ 8.29.050 REQUIRED DIVERSION RATE.

The applicant/permit holder for a covered project shall divert a minimum of fifty percent (50%) of the construction and demolition debris, as determined based on weight, resulting from the project. The diversion rate will be presumed to have been met if all construction and demolition debris is collected and hauled by the City's permitted waste hauler.

§ 8.29.060 PROJECTS EXEMPT.

The following projects are exempt from the requirements of this chapter:

- A. Immediate or emergency demolition required to protect the public health, safety or welfare, as determined in writing by any public safety official or code compliance officer of the City, prior to demolition.
- B. Any project in any single-family residential district, which consists of either a swimming pool, or an accessory structure for which the total cost, or reasonably estimated cost, is less than \$50,000.

§ 8.29.070 WASTE MANAGEMENT PLAN REQUIREMENTS.

A. All applicants for covered project permits shall complete and submit a Waste Management Plan as part of the application packet. The Waste Management Plan shall include the following information, calculated with the conversion rate, and shall be attested to by the applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the project when all of the facts cannot be ascertained:

- 1. The estimated volume or weight of construction and demolition debris, listed for each material;
- 2. The estimated volume or weight of construction and demolition debris that can be diverted for each material;
- 3. The estimated volume or weight of construction and demolition debris that will be land filled as solid waste;
- 4. The identification of the vendor or facility that will collect or receive the construction or demolition debris or that will deconstruct the structure, and;
- 5. The estimated date on which demolition or construction is to commence.

§ 8.29.080 REVIEW OF WASTE MANAGEMENT PLAN.

A. Time for Review. A Waste Management Plan shall be approved or denied no later than fifteen (15) business days after a complete application is filed. The approval may include conditions reasonably necessary to meet the standards of this chapter.

B. Notwithstanding any other provision of this chapter, no building or demolition permit shall be issued for any covered project unless and until the Waste Management Plan has been approved. No Waste Management Plan shall be approved unless the Waste Management Plan Compliance Official makes the following findings:

1. All of the information required by Section 8.29.070 has been provided; and

2. The plan establishes a mechanism that will cause the diversion requirement to be met. Use of the City of Brea's permitted waste hauler, or recycling companies that use their own collection bins and own trucks to haul construction and demolition recyclable waste, will qualify as a mechanism to meet the diversion rate. Except as otherwise provided herein, no third party haulers may be used to satisfy this chapter's waste diversion requirements. Use of any other non-permitted waste hauler is a violation of the City's Solid Waste Ordinance and will not be approved.

C. If the Waste Management Plan Compliance Official makes the findings required by this section, then he or she shall mark the Waste Management Plan "Approved," return a copy of the Waste Management Plan to the applicant, and notify the Building Official that the Waste Management Plan has been approved.

D. Denial. If the Waste Management Plan Compliance Official denies the Waste Management Plan, the grounds for denial shall be set forth in writing provided to the applicant, along with the advisement that the denial may be appealed pursuant to this chapter.

§ 8.29.090 DOCUMENTATION OF WASTE MANAGEMENT COMPLIANCE.

A. Documentation. Unless the applicant has been granted a complete exception pursuant to Section 8.29.100, then prior to the completion of any covered project, the applicant shall submit to the Waste Management Plan Compliance Official a written statement signed under penalty of perjury, establishing that the diversion requirement has been met. The diversion requirement shall be as set forth in Section 8.29.050 of this chapter. If the applicant has been granted a partial exception pursuant to Section 8.29.100, the diversion requirement shall be the maximum feasible diversion rate established

by the Waste Management Plan Compliance Official for the project. If the applicant has used the City of Brea permitted waste hauler to meet the diversion requirements of this chapter, then no further documentation shall be required. For those applicants whose projects do not use the permitted waste hauler, the documentation shall include the following:

1. The dates demolition and construction actually commenced;
2. The actual volume or weight of construction and demolition debris, listed for each material;
3. The actual volume or weight of construction and demolition debris that was diverted for each listed material;
4. A specification of the method used to determine the volume and weight, and a certification satisfactory to the Waste Management Plan Compliance Official that the method used was the most accurate, commercially reasonable method available; and
5. Original receipts from all vendors and facilities, that collected or received construction and demolition debris, indicating actual weights and volumes received by each.

B. **Weighing of Wastes.** Applicants shall make reasonable efforts to ensure that, whether diverted or land filled, all construction and demolition debris is measured and recorded, using the most accurate method of measurement available unless all construction and demolition debris is collected and hauled by the City's permitted waste hauler. If not using the City's permitted waste hauler, then all construction and demolition debris shall be weighed. In those instances on which, due to small size or other considerations, weighing construction and demolition debris is not practical, a volumetric measurement shall be used. To convert volumetric measures to weight, the applicant shall use the standardized conversion rates approved by the Waste Management Plan Compliance Official for this purpose.

C. **Determination of Compliance and Release of Building Permit.** Unless the applicant has been granted a complete exception pursuant to Section 8.29.100, the Waste Management Plan Compliance Official shall review the information submitted under subsection A of this section and determines which of the following compliance levels best describes the extent to which the applicant has complied with the diversion requirements:

1. **Full Compliance.** If the Waste Management Plan Compliance Official determines that the applicant has fully complied with the diversion requirement, he or she shall allow final inspection of the work and release of the final building permit.

2. **Good Faith Effort to Comply.** If the Waste Management Plan Compliance Official determines that the diversion requirements have not been achieved, he or she shall determine, on a case-by-case basis, whether the applicant has made a good faith effort to comply with the diversion requirement. In making this determination, the Waste Management Plan Compliance Official shall consider the availability of markets for the construction and demolition debris land filled, the size of the project and the documented efforts of the applicant to divert construction and demolition debris. If the Waste Management Plan Compliance Official determines that the applicant has made a good faith effort to comply with the diversion requirement, he or she shall allow final inspection of the work and release of the final building permit.

3. **Noncompliance.** If the Waste Management Plan Compliance Official determines that the applicant has not made a good faith effort to comply with the diversion requirement, or if the applicant fails to submit the documentation required by subsection A of this section within the required time period, then the Waste Management Plan Compliance Official shall so notify the applicant and Building Official. The Building Official shall not allow final inspection of the work or release of the final building permit until the applicant has been determined to be in full compliance, or to have made a good faith effort to comply, with the waste diversion requirements of this chapter.

§ 8.29.100 EXCEPTION FROM COMPLIANCE WITH THIS CHAPTER.

Prior to commencing demolition or construction, an applicant may request a partial or complete exception from the requirements of this chapter through the following process:

A. **Initiation.** This exception process shall be initiated by filing a complete exception application with the Waste Management Plan Compliance Official. The Waste Management Plan Compliance Official shall determine the completeness of the exception application within five (5) business days of filing.

B. **Decision on Application.** The Waste Management Plan Compliance Official shall either (1) make all of the required findings and grant a partial or complete exception ; or (2) state in writing why all of the findings cannot be made and deny the application. A decision on the application shall be rendered within ten (10) business days following determination that the application is complete.

C. **Findings.** All of the following findings must be made prior to the approval of an exception:

1. There are exceptional or extraordinary circumstances or conditions applicable to the project that does not apply generally to similar projects;

2. Granting the application will not constitute a grant of a special privilege inconsistent with limitations imposed on like projects; and

3. Cost to the applicant to strictly comply with this chapter is not the primary reason for applying for, or granting, an exception.

§ 8.29.110 APPEAL.

Any person or entity aggrieved by any decision under the provisions of this chapter with respect to approval or denial of a Waste Management Plan, or an application for an exception from compliance with this chapter, may appeal such decision by filing a letter of appeal with the Director of Maintenance Services briefly stating therein the basis for such appeal. The letter of appeal must be received within five (5) business days of the date of the appealed decision. A hearing shall be held no more than ten (10) business days after receipt of the letter of appeal. The appellant shall be given at least five (5) business days notice by mail of the time and place of the hearing. A hearing officer having no involvement in the decision being appealed shall be appointed by the City Manager. At the hearing, the appellant and any other interested party shall have a reasonable opportunity to be heard and to present evidence as to why the decision should not be affirmed. The burden of proof shall be upon the appellant to show that there was no substantial evidence to support the appealed decision. Within three (3) business days of the conclusion of the hearing, the hearing officer shall affirm, reverse or modify the appealed decision based on written findings, and shall forward a copy of the written decision to the appellant. The hearing officer's decision shall be final.

§ 8.29.120 VIOLATION OF CHAPTER.

It shall be unlawful and a violation of this chapter to do any of the following:

- A. To willfully fail to comply with any provision of this chapter.
- B. To provide false or misleading information in any plan, application, report or document required by this chapter.
- C. To fail to meet the diversion requirement for any 'covered project.'

SECTION 2. Non-applicability of Ordinance to existing projects.

The provisions of this Ordinance shall not apply to:

- A. A project for which all required City approvals have been obtained prior to the effective date of this Ordinance.

B. A project for which a valid building permit has been lawfully issued by the City prior to the effective date of this Ordinance.

C. A public works project for which the notice inviting bids was published prior to the effective date of this Ordinance.

SECTION 3. Penalties.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by fine not exceeding One Thousand Dollars (\$1,000), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion, thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

SECTION 4. Civil remedies.

The violation of any of the provisions of the Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

SECTION 5. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or effective.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 6th day of February, 2007.



Mayor Pro Tem


I, Lucinda Williams, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 16th day of January 2007, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 6th day of February 2007, by the following vote:

AYES: COUNCIL MEMBERS: Beauman, Garcia, Moore, Schweitzer

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Simonoff

ABSTAIN: COUNCIL MEMBERS: None

ATTEST: 

City Clerk of the City of Brea

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF BREA, CALIFORNIA, AMENDING THE BREA CITY CODE TO AMEND THE CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT REGULATIONS AND UPDATE THE REQUIRED DIVERSION RATE FOR CONSTRUCTION AND DEMOLITION PROJECTS WITHIN THE CITY, AND MAKING A DETERMINATION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

Section 1. Section 8.29.020 (“Purpose”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“The purpose of this chapter is to reduce landfill waste by requiring an applicant for every covered project, as defined herein, to divert construction and demolition debris resulting from that project, in compliance with state and local statutory goals and policies, and to create a mechanism to secure compliance with the diversion requirements.”

Section 2. The definition of “covered projects” in Section 8.29.030 (“Definitions”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“**COVERED PROJECT.** Any project consisting of demolition work regardless of cost, any competitively bid public works construction project, or any new construction and demolition, addition, or alteration project subject to the waste diversion requirements set forth in the Green Building Standards Code of the City of Brea.”

Section 3. The definition of “divert and diversion” in Section 8.29.030 (“Definitions”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“**DIVERT AND DIVERSION.** Activities that reduce or eliminate the amount of construction and demolition debris generated by a project from landfill disposal for purposes of the Green Building Standards Code of the City of Brea.”

Section 4. The definition of “recycling and reuse” in Section 8.29.030 (“Definitions”) of Chapter 8.29 (“Construction and Demolition Waste

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Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“RECYCLING. The process of collecting, sorting, cleansing, treating, and reconstituting construction and demolition debris that would otherwise be disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the market place, as also defined in the Green Building Standards Code of the City of Brea.”

Section 5. Section 8.29.050 (“Required Diversion Rate”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“§ 8.29.050 REQUIRED DIVERSION RATE.

A. The applicant/permit holder for a covered project shall divert, at a minimum, the required percentage of the construction and demolition debris resulting from the project as set forth in the provisions of the Green Building Standards Code of the City of Brea.

B. The applicant/permit holder for a covered project shall comply with the diversion methods set forth in this chapter and in the Green Building Standards Code of the City of Brea. The diversion rate will be presumed to have been met if all construction and demolition debris is collected using a C&D industrial roll off and hauled by the city's permitted waste hauler.”

Section 6. Section 8.29.060 (“Projects Exempt”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“The following project are exempt from the requirements of this chapter:

A. Immediate or emergency demolition required to protect the public health, safety or welfare, as determined in writing by any public safety official or code compliance officer of the city, prior to demolition.

B. Projects exempt from waste diversion requirements pursuant to the Green Building Standards Code of the City of Brea.”

Section 7. Subsection A of Section 8.29.070 (“Waste Management Plan Requirements”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“A. All applicants for covered project permits shall complete and submit a Waste Management Plan as part of the application packet. The Waste

Management Plan shall include the information required by the Green Building Standards Code of the City of Brea and the following information, calculated with the conversion rate, and shall be attested to by the applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the project when all of the facts cannot be ascertained.”

Section 8. Subsection A of Section 8.29.090 (“Documentation of Waste Management Compliance”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“A. *Documentation.* Unless the applicant has been granted a complete exception pursuant to § 8.29.100, then prior to the completion of any covered project, the applicant shall submit to the Waste Management Plan Compliance Official the documentation required under the Green Building Standards Code of the City of Brea and a written statement signed under penalty of perjury, establishing that the diversion requirement has been met. The diversion requirement shall be as set forth in § 8.29.050 of this chapter. If the applicant has been granted a partial exception pursuant to § 8.29.100, the diversion requirement shall be the maximum feasible diversion rate established by the Waste Management Plan Compliance Official for the project. If the applicant has used the city's permitted waste hauler and ordered a C&D industrial roll off to meet the diversion requirements of this chapter, then no further documentation shall be required. For those applicants whose projects do not use the permitted waste hauler with a C&D industrial roll off, the documentation shall include the following:”

Section 9. Subsection B of Section 8.29.090 (“Documentation of Waste Management Compliance”) of Chapter 8.29 (“Construction and Demolition Waste Management”) of Title 8 (“Health, Safety and Welfare”) of the Brea City Code is hereby amended to read as follows:

“B. *Weighing of wastes.* Applicants shall make reasonable efforts to ensure that, whether diverted or land-filled, all construction and demolition debris is measured and recorded, using the methods of measurement required under the Green Building Standards Code of the City of Brea. If not using the city's permitted waste hauler, then all construction and demolition debris shall be weighed. In those instances in which, due to small size or other considerations, weighing construction and demolition debris is not practical, a volumetric measurement shall be used. To convert volumetric measures to weight, the applicant shall use the standardized conversion rates approved by the Waste Management Plan Compliance Official for this purpose.”

Section 10. Non-Applicability of Ordinance to Existing Projects.

The provisions of this Ordinance shall not apply to a:

A. Project for which all required City approvals have been obtained prior to the effective date of the most recently adopted edition of the Green Building Standards Code of the City of Brea.

B. Project for which a valid building permit has been lawfully issued by the City prior to the effective date of this Ordinance.

C. Public works project for which the notice inviting bids was published prior to the effective date of this Ordinance.

Section 11. Penalties. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership, or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by fine not exceeding One Thousand Dollars (\$1,000), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

Section 12. Civil Remedies. The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary, or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 13. CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment because it requires the diversion of a certain percentage of construction and demolition waste from the landfills consistent with the adopted Green Building Standards Code of the City of Brea. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 14. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional

without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 15. Certification. The City Clerk shall certify to the adoption of this Ordinance.

ADOPTED AND APPROVED this _____ day of _____, 2020.

Marty Simonoff, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 15th day of September , 2020, and was finally passed at a regular meeting of the City Council of the City of Brea on the _____ day of _____, 2020, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAINED:	COUNCILMEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

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Exhibit C – 2019 CALGreen Excerpts

CALIFORNIA GREEN BUILDING STANDARDS CODE – MATRIX ADOPTION TABLE

CHAPTER 3 – GREEN BUILDING

(Matrix Adoption Tables are nonregulatory, intended only as an aid to the code user.

See Chapter 1 for state agency authority and building applications.)

Adopting agency	BSC	BSC- CG	SFM	HCD			DSA		OSHDPD							BSCC	DPH	AGR	DWR	CEC	CA	SL	SL
				1	2	1/AC	AC	SS	1	1R	2	3	4	5									
Adopt entire CA chapter																							
Adopt entire chapter as amended (amended sections listed below)																							
Adopt only those sections that are listed below		X		X				X	X		X		X										
Chapter/Section																							
301		X		X					X					X									
301.1				X				X															
301.1.1				X																			
301.2				X																			
301.3		X																					
301.3.1		X																					
301.3.2		X																					
301.4								X															
301.5									X		X		X										
302		X		X				X	X		X		X										
303		X		X					X		X		X										
303.1		X																					
304		X		X					X		X		X										
305									X														
306								X															

CHAPTER 3

GREEN BUILDING

SECTION 301 GENERAL

301.1 Scope. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

301.2 Low-rise and high-rise residential buildings. [HCD] The provisions of individual sections of *CALGreen* may apply to either low-rise residential buildings, high-rise resi-

dential buildings, or both. Individual sections will be designated by banners to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

301.3 Nonresidential additions and alterations. [BSC-CG] The provisions of individual sections of Chapter 5 apply to newly constructed buildings, building additions of 1,000 square feet or greater, and/or building alterations with a permit valuation of \$200,000 or above (for occupancies within the authority of California Building Standards Commission). Code sections relevant to additions and alterations shall only apply to the portions of the building being added or altered within the scope of the permitted work.

A code section will be designated by a banner to indicate where the code section only applies to newly constructed buildings [N] or to additions and/or alterations [A]. When the code section applies to both, no banner will be used.

CHAPTER 4

RESIDENTIAL MANDATORY MEASURES

Division 4.4 – MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

SECTION 4.401 GENERAL

4.401.1 Scope. The provisions of this chapter shall outline means of achieving material conservation and resource efficiency through protection of buildings from exterior moisture; construction waste diversion; employment of techniques to reduce pollution through recycling of materials; and building commissioning or testing, adjusting and balancing.

SECTION 4.402 DEFINITIONS

4.402.1 Definitions. Reserved.

SECTION 4.403 FOUNDATION SYSTEMS (Reserved)

SECTION 4.404 EFFICIENT FRAMING TECHNIQUES (Reserved)

SECTION 4.405 MATERIAL SOURCES (Reserved)

SECTION 4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE

4.406.1 Rodent proofing. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

SECTION 4.407 WATER RESISTANCE AND MOISTURE MANAGEMENT (Reserved)

SECTION 4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazard-

ous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:

1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 Construction waste management plan. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 Waste management company. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 Waste stream reduction alternative [LR]. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 pounds per square foot of the building area shall meet the minimum 65 percent construction waste reduction requirement in Section 4.408.1.

NONRESIDENTIAL MANDATORY MEASURES

5.407.2.2 Entries and openings. Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings as follows:

5.407.2.2.1 Exterior door protection. Primary exterior entries shall be covered to prevent water intrusion by using nonabsorbent floor and wall finishes within at least 2 feet around and perpendicular to such openings plus at least one of the following:

1. An installed awning at least 4 feet in depth.
2. The door is protected by a roof overhang at least 4 feet in depth.
3. The door is recessed at least 4 feet.
4. Other methods which provide equivalent protection.

5.407.2.2.2 Flashing. Install flashings integrated with a drainage plane.

SECTION 5.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING

5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1, 5.408.1.2 or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent.

5.408.1.1 Construction waste management plan. Where a local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, submit a construction waste management plan that

1. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
2. Determines if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identifies diversion facilities where construction and demolition waste material collected will be taken.
4. Specifies that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

5.408.1.2 Waste management company. Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with this section.

Note: The owner or contractor shall make the determination if the construction and demolition waste material will be diverted by a waste management company.

Exceptions to Sections 5.408.1.1 and 5.408.1.2:

1. Excavated soil and land-clearing debris.

2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.

3. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities and markets.

5.408.1.3 Waste stream reduction alternative. The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65 percent minimum requirement as approved by the enforcing agency.

5.408.1.4 Documentation. Documentation shall be provided to the enforcing agency which demonstrates compliance with Sections 5.408.1.1 through 5.408.1.3. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

Notes:

1. Sample forms found in "A Guide to the California Green Building Standards Code (Nonresidential)" located at <http://www.bsc.ca.gov/Home/CAL-Green.aspx> may be used to assist in documenting compliance with the waste management plan.
2. Mixed construction and demolition debris (C&D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

5.408.2 Universal waste. [A] Additions and alterations to a building or tenant space that meet the scoping provisions in Section 301.3 for nonresidential additions and alterations, shall require verification that Universal Waste items such as fluorescent lamps and ballast and mercury containing thermostats as well as other California prohibited Universal Waste materials are disposed of properly and are diverted from landfills. A list of prohibited Universal Waste materials shall be included in the construction documents.

Note: Refer to the Universal Waste Rule link at: http://www.dtsc.ca.gov/LawsRegsPolicies/Regs/upload/OEAR-A_REGS_UWR_FinalText.pdf

5.408.3 Excavated soil and land clearing debris. 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed.

Exception: Reuse, either on- or off-site, of vegetation or soil contaminated by disease or pest infestation.

Notes:

1. If contamination by disease or pest infestation is suspected, contact the County Agricultural Commissioner and follow its direction for recycling or disposal of the material. (www.cdffa.ca.gov/exec/county/county_contacts.html)
2. For a map of known pest and/or disease quarantine zones, consult with the California Department of Food and Agriculture. (www.cdffa.ca.gov)

Exhibit D - CALGreen Construction Waste Management Requirements Summary

2016 & 2019 CALGreen Construction Waste Management Requirements

Summary Created by CalRecycle

Non-Residential Compliance Methods (5.408)					
Occupancy	Covered Projects	Waste Diversion	Waste Diversion Tracking	Space Enclosure	Universal Waste
New Construction & Demolition ¹	Locally Permitted Structures (301.3.2)	≥ 65% Waste Diversion (5.408.1) Or ≤ 2 lbs/ft ² Disposal (5.408.1.3)	Submit a Waste Management Plan (5.408.1.1) Or Use a waste management company with verifiable documentation (5.408.1.2)	Provide areas that serve the entire building for depositing, storage and collection of materials for recycling including metals, paper, glass, cardboard, plastics and organic waste (5.410.1)	NA
Additions				See Above (5.410.1) Applies to certain additions ² (5.410.1.1)	Verify that Universal Waste is properly disposed. A list of materials shall be in the construction documents (5.408.2) Applies to certain additions ³ (301.3)
Alterations				NA	See Above (5.408.2) Applies to certain alterations ⁴

¹ Projects with demolition-only permit (not included with a construction permit) is outside the scope of the CALGreen building code. Therefore, jurisdictions using CALGreen for C&D waste management should address recycling in demolition-only projects should they occur.

² All additions conducted within a 12-month period under single or multiple permits, resulting in an increase of 30 percent or more in floor area, shall provide recycling areas on site. CALGreen Section 5.410.1.1

³ Applies to nonresidential additions 1,000 ft² or greater. CALGreen Section 301.3

⁴ Applies to building alterations with a permit valuation of \$200,000 or above. CALGreen Section 301.3

2016 & 2019 CALGreen Construction Waste Management Requirements

Summary Created by CalRecycle

Waste Diversion Requirement

- Newly constructed buildings and demolition projects shall divert from landfills at least 65% of the construction and demolition (C&D) materials generated at the project site.
- All locally permitted additions and alterations to **non-residential** projects shall also meet the minimum 65% waste diversion requirement.
- Additions and alterations to **residential** buildings that increase the structure's conditioned area, volume or size are also required to meet the 65% waste diversion requirement.

Methods of Compliance

- 1) Enforcing agencies can require contractors to develop and maintain a waste management plan and document diversion and disposal. OR
- 2) Utilize a waste management company that can provide verifiable documentation that it meets 65% waste diversion. OR
- 3) Use a waste stream reduction alternative:
 - Non-residential new construction and residential high rise (4 stories or more) projects with a total disposal weight of ≤ 2 lbs/ft² meets the 65% waste diversion requirement.
 - Residential low rise (3 stories or less) with new construction disposal of ≤ 3.4 lbs/ft² meets the 65% waste diversion requirement.

Recycling by Occupants (Space for Recycling)

- Newly constructed non-residential buildings, certain non-residential additions and multi-family housing with ≥ 5 units should provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics, organic waste and metals.

Universal Waste

- Universal waste (such as batteries, e-waste, lamps, cathode ray tubes/glass, aerosol cans) from non-residential addition and alteration projects shall require verification that the materials are disposed of properly and diverted from landfills. A list of prohibited universal waste materials shall be included in the construction documents. This is required for nonresidential additions of 1,000 ft² or greater and building alterations with a permit valuation of \$200,000 or above.

Recycled Content (Voluntary for Non-Residential Structures)

- Use recycled content materials that meets specified Recycled Content Value. Or simply use two (Tier 1) or three (Tier 2) materials out of 9 product types on the list: exterior paint, carpet, compost, mulch, acoustical ceiling panels, drywall, aggregate base, fiberglass or cellulose insulation.



ORDINANCE NO. 1218

AMENDING CHAPTER 8.29 OF BREA CITY CODE
REGARDING CONSTRUCTION AND DEMOLITION
WASTE MANAGEMENT REGULATIONS



SEPTEMBER 15, 2020

PREVIOUS CITY COUNCIL ACTION



- Ordinance No. 1097 (Feb. 2007) – established Waste Management Plan requirement for C&D Projects, amended Title 8 of Municipal Code
→ 50% diversion rate
- Ordinance No. 1188 (Dec. 2016) – adopted CALGreen
Ordinance No. 1212 (Nov. 2019) – adopted CALGreen
→ 65% diversion rate

PROPOSED AMENDMENT TO ORDINANCE



- Amends Chapter 8.29 of Brea City Code
- Correspond to 2019 CALGreen adopted by Council as Green Building Standards Code of the City of Brea

SUMMARY OF CHANGES



■ Topics

- Purpose
- Covered Project
- Required Diversion Rate
- Exempt Projects
- Waste Management Plan Requirements
- Weighing of Wastes
- Non-applicability of Ordinance to Existing Projects

RECOMMENDATION



- Adopt Ordinance No. 1218

* No fiscal impact to the City with amendment to Chapter 8.29 of the Brea City Code

Thank You!

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 09/15/2020

SUBJECT: Professional Services Agreement with AP Triton Consulting, LLC to assist the Brea and Fullerton Fire Departments for an Emergency Medical Services System Valuation Study and Recruitment of Emergency Ambulance Transport Service and Billing Subcontractors

RECOMMENDATION

1. Accept the joint proposal for Brea and Fullerton Fire Departments and authorize the City Manager to execute an agreement with AP Triton Consulting, LLC (AP Triton) for an Emergency Medical Services system valuation study, and recruitment of an emergency ambulance transport services subcontractor, as well as a billing subcontractor with Brea's share of the costs limited to 25% of the total cost not-to-exceed \$36,000; and.
2. Increase General Fund Estimated Revenues by \$23,750 and General Fund Appropriations by \$36,000 for a net impact to the General Fund Reserves of \$12,250.

BACKGROUND/DISCUSSION

Fire Command Staff is currently exploring options to maximize efficiencies including cost recovery, related to emergency ambulance transport services. This is a follow-up Staff Report addressing City Council questions of moving forward with a Brea-only deployment or a shared deployment with the City of Fullerton Fire Department.

Brea and Fullerton Fire Departments contracted with AP Triton in 2016 to conduct an Emergency Medical Services (EMS) Study analyzing the cities' current practices and recommendations to share emergency ambulance transport services. AP Triton are the EMS subject matter experts within California and have handled this process for several Orange County cities such as Anaheim, Fountain Valley, and Fullerton.

The emergency ambulance transport options for the Brea Fire Department and to assert our obligation to administer ambulance services under Health and Safety Code Section 1797.201 are as follows:

1. **Contract with Private Contractor:**

Brea would issue a Request for Proposal (RFP) for a private ambulance contractor. This would mimic the service we are currently engaged in, but through a competitive process. This scenario would designate a monetary pass through for our Advanced Life Support (ALS) services. The private ambulance contractor would be responsible for the billing, apparatus, and personnel. There would be no outlay of funds from the City. The private ambulance contractor captures most of the available insurance revenues and passes through the designated ALS

amount to the City. In this scenario, the private ambulance contractor takes the lead on billing.

2. Public/Private Partnership:

Brea would issue a RFP for an ambulance subcontractor for personnel and apparatus and a separate RFP for a billing company subcontractor. The billing subcontractor would handle the billing for Brea for a flat fee or percentage of monies collected. Brea would also pay a negotiated contract amount to the ambulance subcontractor. This scenario allows Brea to capture all of the available insurance revenues and then pays its two subcontractors. *Please note that some insurance reimbursements aren't available to private companies.* In this scenario, the City takes the lead on billing.

3. In-House:

Brea would issue a RFP for a billing subcontractor only and the City provides the ambulances and personnel to run the program. This allows Brea to capture not only all available revenues, but also the overhead built into an ambulance subcontract agreement. In this scenario, the City takes the lead on billing, the initial capital outlay of apparatus and equipment, and the creation of a new employee classification.

Below are the questions from the August 18, 2020 City Council meeting and the corresponding answers:

- Can AP Triton provide a proposal for Brea only to deliver emergency ambulance transport services?-*Yes. The attached proposal outlines the same three phases providing the valuation of Brea only and corresponding deployment options, RFP for a private contractor, subcontractor, and/or billing subcontractor. The cost will be \$125,000. Including estimated travel costs and after reimbursements explained later in this report, the net cost to Brea is estimated to \$42,250.*
- If a joint proposal between Brea and Fullerton is approved and Brea decides to move forward on their own based upon the proposed deployment models, does Fullerton still agree with splitting the costs of the proposal?-*Fullerton is partnering with Brea in this process with the intent to move forward with a shared emergency ambulance transport service. If Brea determines that it is in their best interest to handle this service on their own, then Brea would reimburse Fullerton, \$21,000 for the difference between Brea's share of the Phase I cost under the joint proposal (\$9,000) and the Phase 1 cost of the stand alone proposal (\$30,000) and continue with Phase 2 and 3.*
- If a joint proposal between Brea and Fullerton is approved, can AP Triton invoice each city separately for their designated cost?-*Yes, AP Triton can invoice as requested.*

Please see the two attached proposals from AP Triton for Brea only and shared between Brea and Fullerton. Both proposals include services in three phases: 1) an EMS system valuation study, 2) assistance with an ambulance services subcontractor RFP, and 3) assistance with a billing subcontractor RFP. It is important to note, that in both proposals, the costs for Phases 2 and 3 are anticipated to be reimbursed to Brea and Fullerton from the successful bidder(s) in the RFP process.

AP Triton Proposal between Brea and Fullerton Fire Departments (Joint Proposal)

Brea and Fullerton Fire Departments will split the costs associated with the phases above based upon each city's transport volume, which equates to a 25/75 percent split.

- 2019 EMS transports from Fullerton: 6,613 (75% share)
- 2019 EMS transports from Brea: 2,209 (25% share)

Below outlines the details of AP Triton's proposal for Brea and Fullerton Fire Departments:

Phase 1 – EMS System Valuation Study

- Review the cost/revenue analysis that was done in 2016 (including an assessment of the region's insured and non-insured payer mix categories relative to cities/counties with similar populations and demographics) for various delivery models.
- Recommend a path forward, compile data into a report for the two departments, and develop presentations for the departments, City Councils, citizens, etc.

Cost: \$36,000 (discounted to take into account the previous work that was done jointly in 2016)

Phase 2 – Ambulance Services Subcontractor RFP

- Develop and assist with the issuance of an RFP to solicit private providers.
- Assist in reviewing the responses, development of scoring sheets for the interview process, establish a review/interview panel, and assist in developing a contract.

Cost: \$85,000

Phase 3 – Ambulance Billing Subcontractor RFP

- Develop and assist with the issuance of an RFP to solicit private providers.
- Assist in reviewing the responses, development of scoring sheets for the interview process, establish a review/interview panel, and assist in developing a contract.

Cost: \$10,000

The total cost of the services listed above is **\$131,000**. The costs listed above do not include travel which may be required. Any travel costs shall be pre-approved by Brea Fire Department and invoiced separately at actual costs. Staff is recommending an amount not-to-exceed 10% of the total contract amount or **\$13,000** be authorized for any travel costs approved or other contingencies for a total contract amount not-to-exceed **\$144,000**.

The total cost will be shared based on the 25/75 percent split between the City of Brea and City of Fullerton Fire Departments. Brea's portion of the total not-to-exceed cost is **\$36,000**. Additionally, it is anticipated that the contract costs (excluding the out-of-pocket costs) associated with Phases 2 and 3 (\$95,000) will be reimbursed from the successful bidder(s). Brea's 25% share of the reimbursement would be **\$23,750**. This results in a net cost to Brea of **\$12,250**.

AP Triton Proposal for Brea Fire Department

The Brea fire Department will assume all costs of the proposal with the intent of choosing one of the three options for emergency ambulance transport. Below outlines the details of AP Triton's proposal:

Phase 1 – EMS System Valuation Study

- Review the cost/revenue analysis that was done in 2016 (including an assessment of the region's insured and non-insured payer mix categories relative to cities/counties with similar populations and demographics) for various delivery models.
- Recommend a path forward, compile data into a report for the Brea Fire Department, and

develop presentations for the department, City Council, citizens, etc.

Cost: \$30,000

Phase 2 – Ambulance Services Subcontractor RFP

- Develop and assist with the issuance of an RFP to solicit private providers.
- Assist in reviewing the responses, development of scoring sheets for the interview process, establish a review/interview panel, and assist in developing a contract.

Cost: \$85,000

Phase 3 – Ambulance Billing Subcontractor RFP

- Develop and assist with the issuance of an RFP to solicit private providers.
- Assist in reviewing the responses, development of scoring sheets for the interview process, establish a review/interview panel, and assist in developing a contract.

Cost: \$10,000

The total cost of the services listed above is **\$125,000**. The costs listed above do not include travel which may be required. Any travel costs shall be pre-approved by Brea and Fullerton Fire Departments and invoiced separately at actual costs. Staff is recommending an amount not-to-exceed 10% of the total contract amount or **\$12,500** be authorized for any travel costs approved or other contingencies for a total contract amount not-to-exceed **\$137,500**.

It is anticipated that the total cost of **\$95,000** for Phases 2 and 3 will be reimbursable to the Brea Fire Department from the successful bidder(s) in the RFP processes. This results in a net impact for the Brea only option to the City's General Fund of **\$42,500**.

EMERGENCY AMBULANCE PROPOSAL

Emergency Ambulance the current Brea provider for EMS transport has provided the City with the attached letter proposal for consideration. The City Attorney's office has indicated acceptance of this proposal does not conform with Health and Safety Code 1797.201 (201 Rights) as these services must go through a cooperative bid proposal. The letter proposal mirrors the public/private partnership we are seeking to achieve; however, as previously stated the City must bid this service out.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its meeting on August 11, 2020 and requested further discussion at Study Session on August 18, 2020.

FISCAL IMPACT/SUMMARY

The intent of working with the City of Fullerton on a shared emergency ambulance transport service is to capture the economies of scale associated with determining the financial feasibility of delivering this service, partnering with a larger organization with a larger associated call volume to create a more flexible, self-reliant transport system, and to utilize this partnership to deliver a professional service in the most responsible manner.

It is recommended that the Brea and Fullerton Fire Departments share this proposal and enter

into an professional services agreement with AP Triton for Emergency Medical Services system valuation study, recruitment of emergency ambulance transport service and billing subcontractors for a contract amount of \$131,000, plus up to 10% of the contract amount for travel or other costs for a total not-to-exceed amount of \$144,000. The costs would be shared and billed separately to Brea (25%, not-to-exceed \$36,000) and Fullerton (75%, not-to-exceed \$108,000). Additionally, it is anticipated Brea would be reimbursed \$23,750 for the cost of Phases 2 and 3 services from the successful bidder(s) in the RFP processes. resulting in a net General Fund Impact to Brea of \$12,250.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Adam Loeser, Fire Chief

Attachments

Brea/Fullerton Fire Joint Proposal

Brea Fire Only Proposal

Letter

PROPOSAL

*EMS System Valuation Study,
Ambulance Services Subcontractor RFP,
and Billing Subcontractor RFP
for
Brea and Fullerton Fire Departments*

by
AP Triton Consulting, LLC

July 13, 2020



AP TRITON
VISION • INNOVATION • SOLUTIONS

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea and Fullerton Fire Departments

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Section 1 – Description of Proposed Services

Phase I – System Valuation

1. Review the cost/revenue analysis that was done in 2016 for Brea Fire Department (including an assessment of the region's insured and non-insured payer mix categories relative to cities/counties with similar populations and demographics) for various service delivery models, including, but not limited to, the following options:
 - a. Brea and Fullerton Fire Departments providing ambulance transport by contracting through one or more private suppliers;
 - b. Partnership (shared services) between Brea and Fullerton Fire Departments and private and/or public ambulance provider(s)
 - c. Brea and Fullerton Fire Departments providing 100% of the ambulance transport.
2. Recommend a path forward, including timelines, to implement recommended service delivery model and assignments of Brea and Fullerton Fire Departments personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Brea and Fullerton Fire Departments for review with AP Triton Consulting, after which a final report will be issued.
4. Present final report to the governing boards for Brea and Fullerton Fire Departments, if desired.
5. Develop up to three comprehensive PowerPoint presentations for use in educating and informing the various Brea and Fullerton Fire Departments' stakeholder groups of the ambulance transport delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered. Potential presentations include:
 - City Council - covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act

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- Labor group(s) - focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees
- Citizens – reviewing impacts to the taxpayer and incumbent workforce issues
- Other fire agencies, local EMS agency, and affected jurisdictions, as needed

Phase 2 – Ambulance Services Subcontractor RFP

1. AP Triton shall develop a draft request for proposal which will be used for solicitation to private providers. We will then work with the City of Brea's and Fullerton's Purchasing and Legal departments to create a final RFP for ambulance services.
2. AP Triton will assist the City / Fire Department staffs in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to those departments within the City of Brea and the City of Fullerton.
3. AP Triton shall assist the Brea and Fullerton City / Fire Department staffs in reviewing the responses to ensure all meet the minimum qualifications required by the RFP.
4. AP Triton shall assist the Brea and Fullerton Fire Departments in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with Brea's and Fullerton's policies and procedures.
5. AP Triton will assist the City / Fire Department staffs in establishing a review/interview panel to evaluate those respondents who meet the minimum qualifications.
6. AP Triton shall serve as consultants and facilitators of the actual interview process.
7. After the first round of interviews is completed, if needed, AP Triton will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.

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8. Once the successful respondent has been selected and notified, AP Triton shall assist the City / Fire Department staffs in developing a contract with the successful sub-contractor for the provision of ambulance services. The successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City of Brea's and the City of Fullerton's legal departments.

Phase 3 – Ambulance Billing Subcontractor RFP

1. AP Triton shall develop a draft request for proposal which will be used for solicitation to private providers and work with the City of Brea's and City of Fullerton's Purchasing and Legal departments to create a final RFP for ambulance billing services.
2. AP Triton will assist the Brea and Fullerton Fire Departments in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to the appropriate departments within the City of Brea/Brea Fire Department and City of Fullerton/Fullerton Fire Department
3. AP Triton shall assist the City / Fire Department staffs in the review of responses to ensure all meet the minimum qualifications required by the RFP.
4. AP Triton shall assist the City / Fire Department staffs in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with Brea's and Fullerton's policies and procedures.
5. AP Triton shall assist the City / Fire Department staffs in establishing a review / interview panel to evaluate those respondents who meet the minimum qualifications.
6. AP Triton shall serve as consultants and facilitators of the actual interview process.
7. If needed, after the first round of interviews is completed, AP Triton will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.

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Brea and Fullerton Fire Departments

8. Once the successful respondent has been selected and notified, AP Triton shall assist the City / Fire Department staffs in developing a contract with the successful sub-contractor for the provision of billing services. The successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City / Fire Departments' Legal Departments.

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Brea and Fullerton Fire Departments

Section 2 – Implementation Plan and Schedule

Work Plan

AP Triton will begin by meeting with Brea and Fullerton Fire Departments' teams to review the study's scope and ensure that the proposed Work Plan and project schedule are mutually agreeable. Throughout the duration of the project, AP Triton will monitor progress and the timely completion of tasks, including providing monthly status reports and oral communications.

AP Triton practices the rule of transparency with all clients. Brea and Fullerton Fire Departments' project manager(s) will hear from AP Triton in a timely manner via phone and/or email to ensure there are no surprises or unanswered questions.

Project Schedule

AP Triton is prepared to start the project at time of contract award and has no commitments or potential commitments which may impact our ability to perform this Agreement.

Compliance with the agreed-upon timelines will be dependent upon the ability of Brea and Fullerton Fire Departments and applicable parties to provide all information and data required in a timely manner.

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Section 3 – AP Triton Consulting, LLC Project Team



Kurt P. Henke, Principal

Kurt P. Henke has over thirty-four years of experience in the fire service. He has held the ranks of Firefighter through Fire Chief. Prior to becoming the Fire Chief of the state's seventh largest fire department, Kurt served as Union President of one the state's largest labor groups, serving multiple Cities and Districts. In addition, he was the Chairman of the California Metropolitan Fire Chiefs, was an Executive Board member of the California Fire Chiefs Association from 2011 through 2014, and was named the 2013 California Fire Chief of the Year.

After becoming Fire Chief, Kurt expanded the first responder paramedic and ALS services of his department, all while experiencing one of the worst economic down turns in recent history. He expanded the department's ambulance program into a revenue generating enterprise, bridging several financial shortfalls and making it the third largest fire-based ambulance system in California. Kurt identified, developed, and initiated State legislation to facilitate cost recovery for Ground Emergency Medical Transport (GEMT), which has generated hundreds of millions of dollars statewide to the California Fire Service ambulance providers. During his tenure, Kurt is also known for re-constituting relationships between all levels of governance and the private sector. These reciprocal, trust-based relationships increased collaborative opportunities locally and regionally for the District and statewide for the Fire Service as a whole. Upon his retirement from the Fire Service in October 2014, he formed AP Triton Consulting, LLC, with his business partner, Scott Clough. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services.

Kurt is currently the case manager for the anti-trust litigation filed by the California Fire Chiefs Association which endeavors to protect public sector (201) ambulance providers in the state of California.

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Brea and Fullerton Fire Departments



Scott A. Clough, Principal

A thirty-three year member of California's fire service, Scott started his career as a hand crew member in southern California and worked his way through the ranks. He has held the ranks of Firefighter/ Paramedic, Captain, Battalion Chief, and Chief of EMS. His last position held was that of Assistant Chief assigned to the Office of the Fire Chief with one of the largest fire departments in California.

Scott is most noted for his work in creating California's GEMT program, where he currently functions as the Public Sector Program Manager. While working as the Chief of EMS for his agency, he restructured his department's ambulance and EMS delivery system from the fire service norm of "breakeven at best" to one of revenue generation that put his department on par with the best private ambulance systems in the country, helping to establish it as the third largest fire-based ambulance system in California. His "run it like a business" strategy for EMS has earned him recognition by the California State Firefighters Association (CSFA) and California Fire Chiefs Association. Scott serves as the EMS Chair for CSFA and as an EMS advisor to California Fire Chiefs Association, California Metro Chiefs, and the League of California Cities. Scott has been a noted speaker to the California Ambulance Association, Nevada Fire Chiefs, Utah Fire Chiefs, California Fire & EMS Disaster (CFED) Conference, League of Cities, and the Fire District Association of California, and has written articles on EMS and cost recovery for several publications.

Upon retirement from the fire service, he formed AP Triton Consulting, LLC with his business partner, Kurt Henke. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services. Scott is the lead negotiator for the California Fire Chiefs Association in expanding the current GEMT program. Currently Scott is involved in establishing the same programs in Oregon, Washington, Missouri, Kansas, Nebraska, and Alaska. He is considered the premiere expert in these reimbursement programs.

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Section 4 – Relevant Project Experiences

The following is a sampling of the projects that AP Triton Consulting has worked on.

Contra Costa County Fire Protection District - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89-90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$19 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2021 to assist the Contra Costa County Fire Department in operating its ambulance transport system.

Alameda County Fire Protection District - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the Alameda County Fire Protection District (population over 1.5 million). After considering the options provided, an RFP was developed to recruit a private sector contractor.

City of Anaheim Fire and Rescue - Ambulance Subcontracting Feasibility Study and Ambulance Subcontract RFP Process

AP Triton conducted a fire-based Ambulance Subcontracting Feasibility Study for the City of Anaheim Fire and Rescue (population: 352,500). This included a comprehensive analysis of the value of the City of Anaheim's ambulance service area. A subcontracting ambulance model was developed, inclusive of all subcontractor estimates, billing costs, and overhead recommendations. Working with the City of Anaheim's Purchasing and Legal Departments, a Request for Proposal (RFP) was created for ambulance billing services. AP Triton assisted the City with the issuance of the RFP, served as the single point of contact for technical questions that the respondents had, and assisted City staff in the review of responses to ensure that all met the minimum qualifications required by the RFP. In addition, AP Triton assisted the City of Anaheim in the design of scoring sheets, established a review/interview panel, and served as consultants and facilitators of the interview process. Once the successful respondent was selected, AP Triton assisted the City of Anaheim in developing a contract that was then reviewed and approved by the City of Anaheim's legal department.

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea and Fullerton Fire Departments

City of Costa Mesa Fire Department - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the City of Costa Mesa Fire Department (population 112,000). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed us to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT and IGT programs. This study provided several options for the Department to consider; the Public-Private Partnership (contractor/subcontractor) model was chosen. AP Triton then assisted in the successful negotiations with the chosen private (subcontractor) partner.

San Bernardino County Fire Protection District - EMS Valuation / Assessment Study

AP Triton Consulting conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.

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On behalf of the California Fire Chiefs Association, AP Triton serves as Project Manager for legal issues, such as 201 rights, anti-trust, and underground regulations, and as Lead Negotiator on all GEMT and IGT programs with the State of California Health and Human Services and Centers for Medicare and Medicaid Services (CMS).

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea and Fullerton Fire Departments

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- Alameda County Fire Protection District
- *Alaska Fire Chiefs Association*
- Albany Fire Department
- Anaheim Fire and Rescue
- Benecia Fire Department
- Berkeley Fire Department
- *Bethel Fire Department (Alaska)*
- *Big Indie Bliss, Inc. (New York)*
- Bodega Bay Fire Department
- Brea Fire Department
- California Fire Chiefs Association
- California Metro Chiefs Association
- Carlsbad Fire Department
- *Carroll County Ambulance District (Missouri)*
- *Central Jackson County Fire Protection District (Missouri)*
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- *Davidson Kempner Capital Management*
- *DeKalb County Fire Rescue (Georgia)*
- City of Downey Fire Department
- Dixon Fire Department
- *Douglas Okanogan County Fire Department #15 (Washington)*
- El Dorado Hills Fire Department
- Englander, Knabe, and Allen
- EPIC Entertainment (Uccont1, LLC)
- Exeter District Ambulance
- *Eugene / Springfield Fire Department (Oregon)*
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Brea and Fullerton Fire Departments

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- City of San Jose Fire Department
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- City of Santa Cruz Fire Department
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- *Tacoma Fire Department (Washington)*
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- Valley Center Fire Protection District
- Ventura County Fire Department
- *Washington Fire Chiefs Association*
- Watsonville Fire Department

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea and Fullerton Fire Departments

Section 5 – Cost Proposal

Phase 1 – System Valuation

Brea and Fullerton Fire Departments will be invoiced \$36,000 in three installments*

- \$15,000 due upon award of contract
- \$15,000 due upon delivery of draft report
- \$ 6,000 due upon delivery of final report

*cost proposed for this phase is discounted to take into account the previous work that was done for Brea and Fullerton Fire Departments.

Phase 2 – Ambulance Subcontractor RFP

Brea and Fullerton Fire Departments will be invoiced \$85,000 in 2 installments

- \$ 42,500 due upon initiation of RFP process
- \$ 42,500 due upon completion of RFP response

Phase 3 – Ambulance Billing Subcontractor RFP

Brea and Fullerton Fire Departments will be invoiced \$10,000 in 2 installments

- \$ 5,000 due upon initiation of RFP process
- \$ 5,000 due upon completion of RFP response

All costs except those in Phase 1 will be placed as reimbursable to Brea and Fullerton Fire Departments from the successful bidder(s) in the RFP processes.

The above costs do not include travel. Travel shall be pre-approved by Brea and Fullerton Fire Departments and expenses (airfare, hotel, ground transportation, etc.) shall be invoiced separately at actual costs. Mileage will be billed at the current IRS reimbursement rate.

Any additional costs (i.e., legal counsel, GIS services, graphic design, printing) shall be borne by Brea and Fullerton Fire Departments.

The cost of any changes to this proposal will be priced individually, and agreed to in writing by both parties, before additional work is performed.

This proposal is good for a period of up to thirty days from the date of the proposal.

PROPOSAL

*EMS System Valuation Study,
Ambulance Services Subcontractor RFP,
and Billing Subcontractor RFP
for
Brea Fire Department*

by
AP Triton Consulting, LLC

September 2, 2020



AP TRITON
VISION • INNOVATION • SOLUTIONS

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

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Brea Fire Department

Section 1 – Description of Proposed Services

Phase I – System Valuation

1. Review the cost/revenue analysis that was done in 2016 for Brea Fire Department (including an assessment of the region's insured and non-insured payer mix categories relative to cities/counties with similar populations and demographics) for various service delivery models, including, but not limited to, the following options:
 - a. Brea Fire Department providing ambulance transport by contracting through one or more private suppliers;
 - b. Partnership (shared services) between Brea Fire Department and private and/or public ambulance provider(s)
 - c. Brea Fire Department providing 100% of the ambulance transport.
2. Recommend a path forward, including timelines, to implement recommended service delivery model and assignments of Brea Fire Department personnel for areas of responsibility.
3. Compile all data into a rough draft for submission to the Brea Fire Department for review with AP Triton Consulting, after which a final report will be issued.
4. Present final report to the governing board for Brea Fire Department, if desired.
5. Develop up to three comprehensive PowerPoint presentations for use in educating and informing the various Brea Fire Department stakeholder groups of the ambulance transport delivery method most likely to meet the needs of the Department and the community. This will include an overview of all the options considered. Potential presentations include:
 - City Council - covering delivery method comparisons, cost, revenue, initial investment, impacts to stakeholders, long term program benefits, and the Affordable Care Act
 - Labor group(s) - focusing on pay, benefits, schedules, uniforms, chain of command, and interaction between Department employees and private employees

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EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

- Citizens – reviewing impacts to the taxpayer and incumbent workforce issues
- Other fire agencies, local EMS agency, and affected jurisdictions, as needed

Phase 2 – Ambulance Services Subcontractor RFP

1. AP Triton shall develop a draft request for proposal which will be used for solicitation to private providers. We will then work with the City of Brea's Purchasing and Legal departments to create a final RFP for ambulance services.
2. AP Triton will assist the City / Fire Department staffs in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to those departments within the City of Brea.
3. AP Triton shall assist the Brea City and Fire Department staffs in reviewing the responses to ensure all meet the minimum qualifications required by the RFP.
4. AP Triton shall assist the Brea Fire Department in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with Brea's policies and procedures.
5. AP Triton will assist the City / Fire Department staffs in establishing a review / interview panel to evaluate those respondents who meet the minimum qualifications.
6. AP Triton shall serve as consultants and facilitators of the actual interview process.
7. After the first round of interviews is completed, if needed, AP Triton will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.
8. Once the successful respondent has been selected and notified, AP Triton shall assist the City / Fire Department staffs in developing a contract with the successful sub-contractor for the provision of ambulance services. The

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City of Brea's Legal department.

Phase 3 – Ambulance Billing Subcontractor RFP

1. AP Triton shall develop a draft request for proposal which will be used for solicitation to private providers and work with the City of Brea's Purchasing and Legal departments to create a final RFP for ambulance billing services.
2. AP Triton will assist the Brea Fire Department in the issuance of the RFP and serve as the single point of contact for any technical questions that the potential respondents may have. Any legal and/or purchasing questions shall be referred to the appropriate departments within the City of Brea/Brea Fire Department.
3. AP Triton shall assist the City / Fire Department staffs in the review of responses to ensure all meet the minimum qualifications required by the RFP.
4. AP Triton shall assist the City / Fire Department staffs in the design and development of scoring sheets to be utilized in the interview process. We shall also assist in designing and developing an appropriate appeals process in accordance with Brea's and Fullerton's policies and procedures.
5. AP Triton shall assist the City / Fire Department staffs in establishing a review / interview panel to evaluate those respondents who meet the minimum qualifications.
6. AP Triton shall serve as consultants and facilitators of the actual interview process.
7. If needed, after the first round of interviews is completed, AP Triton will assist in drafting clarifying, follow-up questions that shall be disbursed to all respondents. Upon receipt of their written responses to the questions within the established timeline, all respondents will be invited back for a second round of interviews to ensure and objective selection.
8. Once the successful respondent has been selected and notified, AP Triton shall assist the City / Fire Department staffs in developing a contract with the successful sub-contractor for the provision of billing services. The successful negotiation of said sub-contractor will have to be reviewed and meet the approval of the City / Fire Department's Legal Department.

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Brea Fire Department

Section 2 – Implementation Plan and Schedule

Work Plan

AP Triton will begin by meeting with Brea Fire Department team to review the study's scope and ensure that the proposed Work Plan and project schedule are mutually agreeable. Throughout the duration of the project, AP Triton will monitor progress and the timely completion of tasks, including providing monthly status reports and oral communications.

AP Triton practices the rule of transparency with all clients. Brea Fire Department project manager(s) will hear from AP Triton in a timely manner via phone and/or email to ensure there are no surprises or unanswered questions.

Project Schedule

AP Triton is prepared to start the project at time of contract award and has no commitments or potential commitments which may impact our ability to perform this Agreement.

It is estimated that Phase I – System Valuation will take approximately 30 days to complete. This is barring any unforeseen delays and dependent upon the ability of Brea Fire Department and applicable parties to provide all information and data required in a timely manner.

It is estimated that Phase 2 – Ambulance Subcontractor RFP will take between four and six months. Compliance with this timeline is barring any unforeseen delays and dependent on timely collaboration with the City's procurement and legal divisions.

It is estimated that Phase 3 – Ambulance Billing Subcontractor RFP will take no more than four months. Compliance with this timeline again is barring any unforeseen delays and dependent on timely collaboration with the City's procurement and legal divisions.

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EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

Section 3 – AP Triton Consulting, LLC Project Team



Kurt P. Henke, Principal

Kurt P. Henke has over thirty-four years of experience in the fire service. He has held the ranks of Firefighter through Fire Chief. Prior to becoming the Fire Chief of the state's seventh largest fire department, Kurt served as Union President of one the state's largest labor groups, serving multiple Cities and Districts. In addition, he was the Chairman of the California Metropolitan Fire Chiefs, was an Executive Board member of the California Fire Chiefs Association from 2011 through 2014, and was named the 2013 California Fire Chief of the Year.

After becoming Fire Chief, Kurt expanded the first responder paramedic and ALS services of his department, all while experiencing one of the worst economic down turns in recent history. He expanded the department's ambulance program into a revenue generating enterprise, bridging several financial shortfalls and making it the third largest fire-based ambulance system in California. Kurt identified, developed, and initiated State legislation to facilitate cost recovery for Ground Emergency Medical Transport (GEMT), which has generated hundreds of millions of dollars statewide to the California Fire Service ambulance providers. During his tenure, Kurt is also known for re-constituting relationships between all levels of governance and the private sector. These reciprocal, trust-based relationships increased collaborative opportunities locally and regionally for the District and statewide for the Fire Service as a whole. Upon his retirement from the Fire Service in October 2014, he formed AP Triton Consulting, LLC, with his business partner, Scott Clough. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services.

Kurt is currently the case manager for the anti-trust litigation filed by the California Fire Chiefs Association which endeavors to protect public sector (201) ambulance providers in the state of California.

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department



Scott A. Clough, Principal

A thirty-three year member of California's fire service, Scott started his career as a hand crew member in southern California and worked his way through the ranks. He has held the ranks of Firefighter/ Paramedic, Captain, Battalion Chief, and Chief of EMS. His last position held was that of Assistant Chief assigned to the Office of the Fire Chief with one of the largest fire departments in California.

Scott is most noted for his work in creating California's GEMT program, where he currently functions as the Public Sector Program Manager. While working as the Chief of EMS for his agency, he restructured his department's ambulance and EMS delivery system from the fire service norm of "breakeven at best" to one of revenue generation that put his department on par with the best private ambulance systems in the country, helping to establish it as the third largest fire-based ambulance system in California. His "run it like a business" strategy for EMS has earned him recognition by the California State Firefighters Association (CSFA) and California Fire Chiefs Association. Scott serves as the EMS Chair for CSFA and as an EMS advisor to California Fire Chiefs Association, California Metro Chiefs, and the League of California Cities. Scott has been a noted speaker to the California Ambulance Association, Nevada Fire Chiefs, Utah Fire Chiefs, California Fire & EMS Disaster (CFED) Conference, League of Cities, and the Fire District Association of California, and has written articles on EMS and cost recovery for several publications.

Upon retirement from the fire service, he formed AP Triton Consulting, LLC with his business partner, Kurt Henke. AP Triton Consulting, LLC is a nation-wide emergency medical services consulting firm which specializes in maximizing revenue to states, counties, cities, and districts through their delivery of pre-hospital emergency medical services. Scott is the lead negotiator for the California Fire Chiefs Association in expanding the current GEMT program. Currently Scott is involved in establishing the same programs in Oregon, Washington, Missouri, Kansas, Nebraska, and Alaska. He is considered the premiere expert in these reimbursement programs.

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EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

Section 4 – Relevant Project Experiences

The following is a sampling of the projects that AP Triton Consulting has worked on.

Contra Costa County Fire Protection District - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the Contra Costa County Fire Protection District (population over 1 million). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed AP Triton to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT (Ground Emergency Medical Transport) and IGT (Intergovernmental Transfer) programs. Several options were proposed for consideration by the Fire District, and the Public-Private Partnership (contractor/subcontractor) option was chosen. AP Triton then provided services to select the private (subcontractor) partner and managed the response to the County-wide RFP for Ambulance service. Contra Costa County Fire was awarded the contract for ambulance service through a competitive bid process. They have increased their response time compliance from a level of 89-90% under the former provider to an average of 96% across all response zones. Further, their ambulance transport system, which was historically under questionable sustainability, now turns a \$10 million profit annually and has amassed a reserve of \$19 million. AP Triton Consulting is currently on a maintenance and system retainer agreement through March 2021 to assist the Contra Costa County Fire Department in operating its ambulance transport system.

Alameda County Fire Protection District - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the Alameda County Fire Protection District (population over 1.5 million). After considering the options provided, an RFP was developed to recruit a private sector contractor.

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EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
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City of Costa Mesa Fire Department - Ambulance Service Feasibility Study

AP Triton conducted a fire-based Ambulance Feasibility Study for the City of Costa Mesa Fire Department (population 112,000). The study foundation was developed by determining what the current and past insured and uninsured payer mixes were. These payer mixes were all inclusive which, together with other demographic information, allowed us to determine the maximum value of the system. The study then analyzed the Federal Reimbursement programs available and provided estimates for both GEMT and IGT programs. This study provided several options for the Department to consider; the Public-Private Partnership (contractor/subcontractor) model was chosen. AP Triton then assisted in the successful negotiations with the chosen private (subcontractor) partner.

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AP Triton Consulting conducted an assessment of the financial structure of the San Bernardino County ambulance system to determine which areas could be subject to competitive bid, the value of the system, the resources needed to provide services to those areas, the cost to implement those services, the time needed to secure equipment, the continued operating costs, and the ability to provide additional services to enhance system delivery.

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EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

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AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

Section 5 – Cost Proposal

Phase 1 – System Valuation

Brea Fire Department will be invoiced \$30,000 in three installments*

- \$15,000 due upon initiation of valuation process
- \$10,000 due upon delivery of draft report
- \$ 5,000 due upon delivery of final report

*cost proposed for this phase is discounted to take into account the previous work that was done for Brea Fire Department.

Phase 2 – Ambulance Subcontractor RFP

Brea Fire Department will be invoiced \$85,000 in 2 installments

- \$ 42,500 due upon initiation of RFP process
- \$ 42,500 due upon completion of RFP response

Phase 3 – Ambulance Billing Subcontractor RFP

Brea Fire Department will be invoiced \$10,000 in 2 installments

- \$ 5,000 due upon initiation of RFP process
- \$ 5,000 due upon completion of RFP response

All costs except those in Phase 1 will be placed as reimbursable to Brea Fire Department from the successful bidder(s) in the RFP processes.

The above costs do not include travel. Travel shall be pre-approved by Brea Fire Department and expenses (airfare, hotel, ground transportation, etc.) shall be invoiced separately at actual costs. Mileage will be billed at the current IRS reimbursement rate.

Any additional costs (i.e., legal counsel, GIS services, graphic design, printing) shall be borne by Brea Fire Department.

The cost of any changes to this proposal will be priced individually, and agreed to in writing by both parties, before additional work is performed.

This proposal is good for a period of up to ninety days from the date of the proposal.

AP Triton Consulting, LLC
EMS System Valuation Study, Ambulance & Billing Subcontractor RFPs
Brea Fire Department

I, Kurt P. Henke, as Principal and Managing Partner, am duly authorized to bind AP Triton LLC and execute any agreements on behalf of this firm.



Kurt P. Henke
Principal / Managing Partner

Mailing Address

AP Triton LLC
1851 Heritage Lane, Suite 138
Sacramento CA 95815

Office Phone

916.692.5510

Project Managers

Kurt Henke, Principal / Managing Partner

Email: khenke@aptriton.com

Cell Phone: 707.266.4309

Scott Clough, Principal

Email: sclough@aptriton.com

Cell Phone: 916.207.9075



September 8, 2020

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

Dear Mr. Gallardo:

Emergency Ambulance Service, Inc. (EAS) appreciates this opportunity to provide the City of Brea two options to consider as the City and EAS move forward on future ambulance services.

EAS is proud to have been providing service to the City of Brea since December 1978. We currently provide one dedicated ambulance to the City and also necessary surge capacity with additional non-dedicated ambulances stationed within and outside the City limits. EAS currently bills the patient and/or patient's insurance and collects the Advanced Life Support (ALS) fees and medical supply fees for the Brea Fire Department. EAS reimburses the City for the ALS services, and medical supplies for both Basic Life Support (BLS) and ALS patients (excepting Medi-Cal and uninsured persons). EAS retains the difference between the ALS and BLS charges and keeps the BLS portion.

EAS is taking this opportunity to present two options for the City to consider that requires no capital expenditures by the City and does not increase the number of City employees or any costs associated with those employees.

OPTION 1

1. EAS is willing to enter a public/private partnership with the City, in which EAS would:
 - a. Maintain ambulances and crews at two (2) of the City's fire stations, renting them to the City at a rate of \$75.00 per hour (\$109,500.00 monthly or \$1,314,000.00 annually).
 - b. Turn over control of the ambulances to Metronet.
 - c. Allow BFD to take over billing for the services which would be provided jointly by EAS and the Fire Department.
 - d. Provide surge capacity for Brea using additional ambulances from our fleet when the dedicated ambulances are committed to incidents.

- e. Bill the patient or the patient's insurance and collect all revenue including ALS, BLS and medical supplies fees on the City's behalf and pass those fees back to the City until it obtains an NPI number and government approvals, and hires a third-party contractor to conduct billing on the City's behalf.

OPTION 2

1. EAS is willing to enter a public/private partnership with the City, wherein our company would:
 - a. Maintain ambulances and crews at two (2) of the City's fire stations, renting them to the City at a rate of \$75.00 per hour (\$109,500.00 monthly or \$1,314,000.00 annually).
 - b. Turn over control of the ambulances to Metronet.
 - c. Allow the City to take over billing for the services which would be provided jointly by EAS and the Fire Department.
 - d. Provide surge capacity for Brea using additional ambulances from our fleet when the dedicated ambulances are committed to incidents.
 - e. Bill the patient or the patient's insurance and collect all revenue including ALS, BLS and medical supplies fees on the City's behalf and pass those fees back to the City until it obtains an NPI number and government approvals and can bill using that number and approvals.
 - f. Manage Ambulance Billing and Collection, any First Responder Billing and Collection, any Assessment (treat-no-transport) Billing, and Collection of Patient Satisfaction Surveys for the City for 4.25% of net collections.

Pros and Cons of Both Plans:

Pros:

- 1) Placement of dedicated ambulances at two fire stations as opposed to one currently.
- 2) No capital expenditures required by the City.
- 3) Does not increase number of City employees nor any costs associated with those employees.
- 4) Potential new revenue to the City of Brea.
- 5) May qualify for Federal Supplemental Reimbursement (GEMT or IGT).

- 6) Maintains the City's 42-year working relationship with EAS which has consistently provided top level performance to the City.
- 7) Provides mechanism to equip each dedicated ambulance with City owned ALS equipment to facilitate faster return of Paramedic Engine Companies back into service.
- 8) Continues seamlessly the provision of ambulance service in the City by utilizing the existing and complete local infrastructure already in place.
- 9) No consulting costs, including RFP costs, that would be passed on to a successful bidder and then ultimately passed back to the City.
- 10) Continues to provide the necessary surge capacity for large incidents or periods of high call volume.
- 11) Allows City to adopt a billing/collection policy that waives patient out of pocket costs when determined appropriate.
- 12) Allows City to implement a subscription program if desired.

Cons:

- 1) The City of Brea would assume full risk for paying EAS's cost of service regardless of revenue collected by the City.
- 2) Shifts financial risks from EAS to the City.
- 3) Using either model, the City would be responsible for ambulance billing and collection.
- 4) There is a very small percentage of Medi-Cal/Medi-Cal HMO patients that originate in Brea – Just under 17%. Given there are so few patients covered by Medicaid, the GEMT/IGT money would not be guaranteed.

We understand there are discussions between the City of Brea and Fullerton relative to a joint effort to combine ambulance services. With that in mind, below we have provided a side-by-side comparison of what we are offering in our two options versus Fullerton's current ambulance provider (Care Ambulance Service):

	EMERGENCY	CARE
Dedicated Ambulances	Yes	Yes
Control by Metronet	Yes	Yes
Billing Services Offered	Yes	No
Hourly Rate	\$75.00	\$85.00
Surge Capacity	Yes	Yes

Again, EAS appreciates this opportunity to provide the City of Brea two options to consider rather than taking on the expense of an RFP and also maintaining our strong and passionate desire to continue providing ambulance service to the City and its residents and visitors. In an effort to emphasize our commitment and dedication to Brea, we have attached our CY 2019 financial information covering EAS's billing activity in the City of Brea. We do not offer this information lightly, but we believe that the City of Brea is our partner in providing rapid response times and quality ambulance services.

We look forward to discussing these options with you and look forward to our continuing service to the City of Brea.

Sincerely,



Philip E. Davis
President/CEO
Emergency Ambulance Service, Inc.

cc: Marty Simonoff, Mayor
Steven Vargas, Mayor Pro Tem
Cecilia Hupp, Councilmember
Christine Marick, Councilmember
Glenn Parker, Councilmember

Attachment: Billing Activity Summary

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: August 18, 2020 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES August 18, 2020

CLOSED SESSION 5:30 p.m. - Council Chamber Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Closed Session to order at 5:30 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

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

2. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 Regarding the Brea Management Association (Non-Safety); Brea City Employees' Association (BCEA); Administrative and Professional Employees' Association (APEA); Brea Fire Association (BFA); Brea Fire Management Association (BFMA); Brea Police Association (BPA); and the Brea Police Management Association (BPMA)** - 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: 2 potential cases.
Facts and Circumstances: July 10, 2020 Baric & Associates Correspondence; July 19, 2020 PARRIS Correspondence.

Mayor Simonoff adjourned the Closed Session at 5:59 p.m.

STUDY SESSION 6:00 p.m. - Council Chamber Plaza Level

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Study Session to order at 6:03 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were

present via teleconference.

4. Public Comment

None.

5. Clarify Regular Meeting Topics

Councilmember Hupp requested clarification on Item 31, Authorization for the Issuance of 2020 Water Revenue Refunding Bonds to Refinance Outstanding Water Revenue Bonds and Engage Professional Services.

Administrative Services Director Russell clarified that the current bonds were issued in 2014 and are due to mature in 2044; indicated that the refunding bonds are being issued due to the lower interest rate; and clarified that the new proposed bonds will be paid off in 2024.

Councilmember Hupp expressed interest in passing the savings to rate payers in lieu of the savings going directly towards infrastructure.

Administrative Services Director Russell indicated that the savings will go to Water Enterprise Funds and Councilmember Hupp's suggestions can be incorporated into the upcoming rate study.

City Manager Gallardo spoke about a request received from Councilmember Parker and clarified that, with regards to Item 21, Amendment No. 1 with PeopleSpace for Civic & Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955), that any expenses utilizing the 5% contingency will be brought to the Finance Committee for approval.

Mayor Pro Tem Vargas expressed concern with Item 17, Executive Order Establishing Temporary Public Safety Regulations for Indoor Entry Into City Facilities, with regards to collecting personal information.

City Manager Gallardo indicated that the information collected is confidential and is required by the Occupational Safety and Health Administration (OSHA).

Mayor Pro Tem Vargas spoke in reference to Item 31, Authorization for the Issuance of 2020 Water Revenue Refunding Bonds to Refinance Outstanding Water Revenue Bonds and Engage Professional Services, and restated the questions he previously raised with the most recent bond issuance in 2019, which were: does the action increase the term; will the interest rate go down; is any money coming out of the bond process; and will the debt be increased. With regards to the bonds on the agenda, he inquired if the issuance of these bonds will increase the debt.

Administrative Services Director Russell explained that the total debt service, interest and payments are lower, however the principal is higher. She also indicated that bonds cannot be paid out in full until 2024, and waiting to make payments may result in the loss of the favorable interest rates.

Mayor Pro Tem Vargas indicated that he does not support approving Item 31.

Councilmember Parker requested clarification on Item 22, Approval of Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency, and inquired if there was a new test to utilize since the Collateralized Mortgage Obligations (CMOs) test is no longer being used and requested that actions taken on any noncompliance instruments be sent to the Investment Advisory Committee (IAC) and the City Council.

City Manager Gallardo indicated that the presentation will discuss the CMOs and indicated the IAC will be notified if for some reason it went over the percentage threshold and agreed that the IAC and Council should be notified.

DISCUSSION ITEMS

6. Clear Channel Outdoor Bus Shelter Revenue Discussion

Management Analyst Colacion provided a presentation on the item and spoke about the background; existing contract terms; a timeline of requests for economic relief by Clear Channel; and options for Council consideration.

Councilmember Marick inquired how other surrounding cities are handling this issue.

Management Analyst Colacion indicated that Clear Channel has been looking to get away from the static form of advertising, and has been renewing the current contract by maintaining the status quo.

Councilmember Marick spoke about other similar request the City has received, and inquired as to the ability to know when Clear Channel revenues begin to improve.

Management Analyst Colacion indicated that the City receives quarterly financial updates from Clear Channel of advertising revenue for each bus shelter.

Councilmember Marick expressed support for the option to grant the \$15,624 in revenue relief to Clear Channel.

Councilmember Parker inquired as to the duration of Clear Channel advertising contracts and the impact COVID-19 has had on their contracts.

Management Analyst Colacion indicated that their contracts are temporary, usually 10-12 weeks.

Councilmember Parker expressed support for the relief, but indicated if the financial outlook changes, he would like to re-evaluate.

Mayor Pro Tem Vargas indicated he would like to see the benches remain, should Clear Channel walk away from the contract.

Councilmember Hupp expressed support for offering Clear Channel relief, and suggested they work with the Brea Chamber of Commerce to advertise local businesses.

Council came to the consensus to grant \$15,624 in revenue relief to Clear Channel.

7. Professional Services Agreement with AP Triton to assist Brea/Fullerton Fire in recruiting emergency ambulance services and billing subcontractor

Fire Chief Loeser presented the details of the report, including the Emergency Medical Transportation Services Study; 2016 valuation provided by AP Triton; previous City Council direction; Fullerton partnership with Care Ambulance; other local similar private/public partnerships; in-house emergency transportation services; OCEMS acknowledgement of Brea's .201 rights; COVID-19 implications; expiration of contract between Care Ambulance and City of Fullerton; Finance Committee direction; and what a shared ambulance program will enable both cities to do.

Councilmember Parker expressed support for the item.

Councilmember Hupp expressed concern with spending money on the study, and expressed interest in the Anaheim model. She also expressed concern with the City tying itself too tightly to the City of Fullerton, and indicated that she would like to see the City of Brea go out on their own with respect to this item.

Councilmember Marick inquired if the analysis can be done both joint and separately. She also inquired as to the net revenues over expenditures to help offset the cost of the EMS program.

Fire Chief Loeser indicated that the primary expenditures are the contract with Care Ambulance and the billing component with Whitman Billing. He indicated that the balance will cover medical supplies and the administration of the EMS system.

Councilmember Marick inquired as to the COVID-19 implications with regards to this contract. She also

encouraged staff to utilize pre-COVID numbers when evaluating transportation numbers.

Fire Chief Loeser clarified that the project was temporarily on hold due to COVID-19. He also indicated that a joint working group would work with AP Triton to figure out the valuation.

Mayor Simonoff inquired as to why the City is not looking at what Anaheim is doing and expressed concern with being locked into a contract.

Fire Chief Loeser indicated the Anaheim model is an option, and clarified that working together with Fullerton allows the City to have a larger call volume to work with as well as to eliminate the need for a surge in the system. He also clarified that Anaheim did first begin with a public/private partnership prior to moving in-house.

Discussion ensued related to the revenues and costs associated with the options.

Councilmember Parker expressed concern with providing the service in-house, indicating it could be problematic with significant turnover. He indicated he would rather go through with the study, as presented to evaluate the data.

Mayor Simonoff indicated that the item will be pulled from the Consent Calendar for further discussion.

REPORT

- 8. Council Member Report/Requests**
None.

Mayor Simonoff adjourned the Study Session at 6:59 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Simonoff called the General Session to order at 7:06 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

- 9. Pledge of Allegiance**
Mayor Simonoff led the Pledge of Allegiance.
- 10. Invocation**
Charles Frost, City of Brea Police Chaplain, delivered the Invocation.
- 11. Presentation: Brea Police Department MADD Award Recipients**
Mayor Simonoff displayed a video presentation commending Officers Ryan Cooper and Geoffrey Goble for their service to the community and congratulating them on the receipt of the MADD California Law Enforcement Recognition Award.
- 12. Report - Prior Study Session**
City Manager Gallardo provided the prior Study Session report.

13. Matters from the Audience

Written comments were accepted via email at cityclerksgroup@cityofbrea.net in advance of the meeting.

City Clerk Harris-Neal summarized the following comments aloud:

Dr. Luciano Gomez, MD, expressed his disappointment related to the treatment of Kerri Kropke as the result of what, he indicated, is a smear campaign.

An anonymous resident expressed concern regarding fitness centers within the City, which appear to be operating in non-compliance.

Richard W. Hughes expressed concerns with the police summary related to interaction with Kerri Kropke, and expressed disappointment related to the treatment of Kerri Kropke by City officials.

Monica Lucero spoke in opposition to accusations made about Kerri Kropke as outlined in the police summary.

John Briscoe expressed concerns related to the treatment of Kerri Kropke and related accusations by the Brea Police Department.

The following comments were delivered in the Council Chambers:

Jeff LeTourneau expressed concerns with the Brea Police Department's police summary regarding Kerri Kropke, subsequent treatment and Kerri Kropke's wish to remove Fanning's name from the school within her jurisdiction.

John Briscoe spoke regarding a protest in the City of Brea, and spoke in opposition to the related police summary regarding the Police Department's interaction with Kerri Kropke.

Gina Clayton-Tarvin expressed concerns with the treatment of Kerri Kropke by City officials.

Lee Squire spoke regarding Black Lives Matter, the American Legion, and local police departments.

Dwight Manley offered support from the Brea Downtown Owners Association for bridging the financial gap as a result of the City offering Clear Channel relief, and expressed interest in advertising for Downtown businesses on the bus shelters. He spoke about the diversity of the City, the police summary regarding the Brea Police Department's interaction with Kerri Kropke, and encouraged the City to release the police tapes.

Bev Perry spoke about the history of her relationship with staff and elected officials. She also spoke about previous speakers who were not Brea residents and indicated she does not feel accusations made were an accurate representation of the City. She also thanked the Council for their service.

Jeff Lamberts expressed concerns for the assassination of character he feels has occurred against Kerri Kropke as a result of the police summary. He also spoke about racial inequality in the City and feels the truth must come out regarding the Kerri Kropke's interaction with the Police Department.

14. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo spoke about his 30-year experience with the Brea Police Department, citing their respectful, trustworthy and professional character.

City Attorney Boga spoke about characterizations made during public comment with regards to the Brea Police Department's report regarding interaction with Kerri Kropke, indicating that they were inaccurate and encouraged everyone to read the report and judge it for its own content. He also indicated that the Council has not yet finished their Closed Session discussion, noting they will reconvene Closed Session after the adjournment of the General Session.

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."*

15. Investment Advisory Committee Annual Update

Administrative Services Director Russell introduced the Investment Advisory Committee (IAC) members and the City's portfolio managers; and spoke about the IAC's background and purpose.

Committee Members Ho-El Park and Dave Penn were present via Zoom and introduced themselves.

Chris McCarry, Chandler Asset Management, provided a presentation on the City's portfolio. He provided an economic update and spoke about unemployment and inflation; Gross Domestic Product (GDP); bond yields; City Portfolio Summary; and compliance.

Mayor Pro Tem Vargas inquired as to the value of the services provided by Chandler Asset Management.

Chris McCarry, Chandler Asset Management, explained that the firm's expertise is managing public agency assets and following applicable California Government Codes. He also indicated that the firm creates portfolios which are able to withstand challenges set forth, as many agencies saw this past March.

Keith Stribling, High Mark Capital Management, spoke about the Public Agency Retirement Services Section 115 Trust Account; trust structure and benefits; and PARS pension plan overview.

Mayor Pro Tem Vargas inquired as to the difference in returns between the plans managed by Chandler Asset Management and High Mark Capital Management.

Keith Stribling, High Mark Capital Management, indicated that Chandler Asset Management is doing a great job, and that both accounts have very different mandates which can effect the portfolios.

Councilmember Parker inquired as to the Government Code restrictions on investment instruments that can be purchased are the same under the PARS Trust as the General City Portfolio.

Keith Stribling, High Mark Capital Management, indicated that they are not, and money set aside in separate funds allows the City to diversify holdings much greater than the City Portfolio and take risks which are not allowed in the Government Code.

The City Council received and filed the report.

16. Executive Order of the Emergency Services Director to Establish Procedures for Certain Outdoor Business Operations

Community Development Director Steinkruger presented the details of the report, including background; new emergency orders; and provided an update on Temporary Use Permits (TUP) received to date.

Councilmember Marick inquired as to the processing time for TUP applications received.

Community Development Director Steinkruger indicated that the processing time averages ten (10) days, which is dependent upon the thoroughness of the applications received as well as the complexity of the proposal. She also spoke about the review and approval process.

Mayor Pro Tem Vargas inquired as to the City's COVID Task Force, he also expressed concern for a ten-(10) day turnaround for the TUP applications.

Community Development Director Steinkruger indicated that only 1-2 staff members make up the City's COVID Task Force. She also clarified that the approval process is contingent upon thorough completion of the application, and not staff's time. She also noted that the procurement of certain

approved materials such as k-rails, delayed the process for certain businesses.

Discussion ensued related to the processing and the average time for issuing the TUP. Staff also clarified the guidelines set forth by the State.

Councilmember Parker reiterated that staff is doing everything possible to work with local businesses.

Motion was made by Council Member Hupp, seconded by Council Member Parker to adopt Resolution No. 2020-052, ratifying the Emergency Executive Order of the Emergency Services Director which establishes procedures for the temporary authorization of certain businesses to provide outdoor operations.

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

Passed

17. Executive Order Establishing Temporary Public Safety Regulations for Indoor Entry Into City Facilities

City Manager Gallardo presented the details of the report, including background; process for temperature screenings; respiratory symptom disclosure; confidentiality; and effect of the order.

Mayor Pro Tem Vargas expressed concern with collecting data.

City Manager Gallardo indicated that there are mandates to maintain records on those who get their temperature checked. He also indicated that once the exact protocol is determined, it will be shared with Council.

Councilmember Marick also reiterated that the respiratory symptom disclosure will also be apart of the screening process.

Motion was made by Council Member Hupp, seconded by Council Member Marick to adopt Resolution No. 2020-053, ratifying the Executive Order of the Emergency Services Director establishing temporary public safety regulations for indoor entry into city facilities.

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

Passed

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

CITY COUNCIL - CONSENT

18. July 21, 2020 City Council Regular Meeting Minutes

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

19. July 23, 2020 City Council Special Meeting Minutes

The City Council approved the July 23, 2020 City Council Special Meeting Minutes.

20. August 4, 2020 City Council Regular Meeting Minutes

The City Council approved the August 4, 2020 City Council Regular Meeting Minutes.

21. **Amendment No. 1 with PeopleSpace for Civic & Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955)**
The City Council approved Amendment No. 1 with PeopleSpace in the amount not-to-exceed \$121,116 resulting in a total contract amount not-to-exceed \$503,468; and Authorized City Engineer to approve change orders up to 5% of the not-to-exceed amount.
22. **Approval of Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency**
The City Council reviewed and approved the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.
23. **Annual Development Impact Fee Report for the Fiscal Year Ended June 30, 2019**
The City Council received and filed the Annual Development Impact Fee Report for the Fiscal Year Ended June 30, 2019.
24. **Revised Maintenance Agreement with the State of California's Department of Transportation (Caltrans) for the intersection Overhead Street Name Signs on SR-90 & SR-142**
The City Council approved the revised Maintenance Agreement and authorized City Manager to execute future Amendment(s) to the Maintenance Agreement.
25. **Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan**
The City Council reviewed and approved the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan through Public Agency Retirement Services (PARS).
26. **Investment Policy Guidelines for the City of Brea's Other Post Employment Benefits (OPEB) Trust Fund**
The City Council reviewed and approved the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS).
27. **Software/Hardware Maintenance Support and Online Subscription Service Agreements**
The City Council authorized the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software or hardware and for online software subscription services; and authorized the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.
28. **Reimbursement Agreement with Western Golf Properties (WGP) for Brea Creek Golf and Birch Hills Golf Courses**
The City Council approved the reimbursement agreement with Western Golf Properties.
29. **Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2020-21**
The City Council authorized the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$321,000 for various City vehicles and equipment as described in the Annual Vehicle Replacement Plan for Fiscal Year 2020-21.
30. **Professional Services Agreement with AP Triton Consulting, LLC to Assist Brea and Fullerton Fire Departments with an Emergency Medical Services System Valuation Study and Recruitment of Emergency Ambulance Transport Service and Billing Subcontractors**
Councilmember Hupp suggested holding off on the item for a few months and to ultimately present the item alone as the City of Brea.

Mayor Simonoff expressed his concern for this item not being the right formula for a program. He also indicated he would like to see all options and be able to make a decision based on the best return to the City, which may not necessarily be a shared option.

Councilmember Marick indicated it could be helpful to go through the process with Fullerton, with the understanding that the best decision based on the study could include Brea having their own model.

Discussion ensued related to the different models which will be reviewed with the study.

Mayor Pro Tem Vargas expressed support for moving forward with the study.

Councilmember Parker clarified: the steps moving forward in evaluating the options, staff recommendations and working towards with whichever model is selected.

Councilmember Hupp indicated that the health of the Fullerton Fire Department is dependent on a tax measure on the Fullerton ballot for the upcoming November election, and suggested holding off to see if the measure passes.

Chief Loeser indicated that in the City of Fullerton, ambulance service and transport are separate from the Fire Department. He recommended getting data and numbers in order to be able to move ahead with whatever option is desired expeditiously.

Councilmember Marick indicated that she prefers to move ahead with the item to be able to evaluate the data.

Discussion ensued related to the cost-effectiveness of conducting the study along with the City of Fullerton, timeline and net revenue potentials.

Council concurred to continue this item to the next City Council meeting.

31. Authorization for the Issuance of 2020 Water Revenue Refunding Bonds to Refinance Outstanding Water Revenue Bonds and Engage Professional Services

Councilmember Vargas spoke about his voting history on previous bond refinancing and his concerns whenever bonds are refinanced.

Councilmember Parker inquired if the total cost of the bond issuance will go up or go down by this action.

Administrative Services Director Russell indicated that the proposed bond refinancing will reduce the total debt service costs by approximately \$1.7 million over the next 24 years.

The City Council adopted Resolution No. 2020-054, approving the institution of proceedings to refinance the outstanding 2014 Water Revenues Bonds of the Brea Community Benefit Financing Authority and engage professional services.

Motion was made by Council Member Hupp, seconded by Council Member Marick to approve City Council Consent Item 31.

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

NOES: Mayor Pro Tem Vargas

Passed

32. Monthly Report of Investments for the City of Brea for Period Ending June 30, 2020

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending June 30, 2020.

33. Outgoing Payment Log and City Disbursement Registers for July 24 & 31 and August 7, 2020

The City Council received and filed the Outgoing Payment Log and City Disbursement Registers for July 24 & 31 and August 7, 2020.

Motion was made by Council Member Hupp, seconded by Council Member Marick to approve City Council Consent Items 18 - 29, and 32 - 33.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

34. Approval of Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency

The City Council, as the Successor Agency, reviewed and approved the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

35. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 30, 2020

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 30, 2020.

36. June Outgoing Payment Log and Successor Agency Disbursement Register for Between July 27 - 31, 2020

The City Council, as the Successor Agency, received and filed the June Outgoing Payment Log and Successor Agency Disbursement Register for Between July 27 - 31, 2020.

Motion was made by Council Member Hupp, seconded by Council Member Parker to approve City/Successor Agency Consent Items 34 - 36.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

37. City Manager

None.

38. City Attorney

None.

39. Council Requests

None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Mayor Simonoff adjourned the General Session at 9:02 p.m.

Mayor Simonoff reconvened the Closed Session at 9:05 p.m. Mayor Simonoff and Councilmembers Hupp and Marick were present in the Council Chambers; and Mayor Pro Tem Vargas and Councilmember Parker were present via teleconference.

Mayor Simonoff adjourned the Closed Session at 10:19 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 15th day of September, 2020.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Sewer Connection Agreement SCA 2020-01 with Breitburn Operating L.P.

RECOMMENDATION

Authorize the City Manager to execute Sewer Connection Agreement SCA 2020-01 with Breitburn Operating L.P. to accept the wastewater discharge generated from the oil production process.

BACKGROUND/DISCUSSION

Breitburn Operating LP ("Permittee") operates an oil and gas production facility located close to the north east corner of Valencia Avenue and Carbon Canyon Road. Refer to Exhibit 'A' for Facility Location Map. The production facility includes oil and oil/water storage tanks, production wells, and pipelines. There are about 74 active and idle production wells with one active injection well. This facility may process approximately 6,200 gallons (147 barrels) of crude oil per day. This process has a byproduct, which is wastewater that is currently being injected into the ground.

The California Department of Conservation Geologic Energy Management Division has set a goal under the Underground Injection Control Regulations to curtail water re-injection throughout the State. In an effort to meet this goal, the Permittee has requested a sewer connection to discharge the wastewater from the production facility into the City owned sewer main located within Carbon Canyon Road. Refer to Exhibit 'B' for the Sewer Connection Location Map. Upon the completion of the proposed sewer connection, the Permittee is planning to utilize both re-injection and discharge into the sewer system.

Staff has reviewed the request, including the sewer capacity, and determined that the existing sewer system can accommodate the proposed maximum discharge rate of 24,000 gallons per day. The Permittee is conditioned as part of the approval to obtain the Industrial Wastewater Discharge Permit issued by the County of Orange Sanitation District. This permit is to provide a means for protecting the public and environment through the regulation of industrial wastewater discharges. It limits the discharge of specific pollutants from industrial facilities by establishing numeric discharge standards, discharge requirements, self-monitoring requirements, and report requirements.

The key points of the sewer connection agreement are outlined below:

- Permittee is authorized to connect to, and discharge effluent wastewater into, the City's sewer system in accordance with the terms of the agreement.
- Permittee shall be responsible for obtaining all local, county, state, and federal permits, easements, and licenses required to be obtained prior to commencement of construction of

the sewer lateral and discharging any substances into the sewer system.

- Permittee shall construct, or cause to be constructed, at its sole expense a lateral sewer line sufficiently sized so as to allow the discharge of wastewater at the rate of no more than 24,000 gallons per day, with a maximum peak discharge of 33 gallons per minute, and shall install a flow meter to monitor said discharge rate.
- Permittee agrees to reduce the maximum rate of discharge when deemed necessary by the City in order to prevent the exceedance of the downstream sewer capacity during events that could result in a sewer system overflow/spill.
- Permittee shall comply with all applicable city, county, county sanitation district, state and federal standards and regulations with respect to construction of its lateral sewer line and its connection to City's sewer system.
- Permittee shall maintain an industrial wastewater discharge permit from the County Sanitation District of Orange County, and comply with the permit limits and conditions at all times.
- Permittee shall pay sewer connection fee of Forty-Eight Dollars (\$48.00) per City Ordinance No. 578.
- Permittee shall pay a wastewater discharge fee based on the actual flow discharged into the City's sewer system. The amount of the fee shall be based on the Special/High Usage Fee per City Resolution No. 06-77 or as subsequently amended.
- Permittee shall, at all times, be responsible to insure that City's sewer line is not damaged by either Permittee's connection or the quantity or quality of the discharge effluent. Should damage from either occur, Permittee shall be liable for all direct, indirect, and consequential damages caused by its use of City's sewer line.

Additionally, the agreement was reviewed and approved as to form by the City Attorney's office.

FISCAL IMPACT/SUMMARY

The agreement requires the Permittee to pay for all processing and construction costs associated with the proposed sewer connection. Therefore, there is no impact on the general fund.

In summary, Permittee operates an oil and gas production facility in the north east part of the City. The facility may produce about 6,200 gallons (147 barrels) of crude oil and up to 24,000 gallons of wastewater as a byproduct per day. The wastewater is currently being re-injected into the ground. The California Department of Conservation Geologic Energy Management Division has set a goal to curtail water re-injection throughout the state. In an effort to meet this goal, a sewer connection to discharge the wastewater into the City owned sewer main was requested. Staff reviewed the sewer capacity study and determined that the sewer system could accommodate the additional wastewater flow and the sewer connection agreement has been executed by the Permittee. City Attorney has reviewed and approved the attached agreement. Hence, staff is recommended the Council to authorize City Manager to execute the Sewer Connection Agreement SCA 2020-01.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

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

Tony Olmos, P.E., Public Works Director

Attachments

Exhibit 'A' - Facility Location Map

Exhibit 'B' - Sewer Connection Location map

Sewer Connection Agreement SCA 2020-01

Exhibit 'A'

Facility Location Map



Exhibit 'B' Sewer Connection Location Map

EXISTING TANK
FARM

EXISTING PRIVATE TEST LINE TO BE
CONVERTED TO WASTE WATER
LINE

MONITORING EQUIP. &
SAMPLING STATION

EXISTING CITY SEWER
MANHOLE

PROPOSED SEWER
CONNECTION TO CITY
SEWER MANHOLE

SEWER CONNECTION AGREEMENT

SCA 2020-01 Breitburn Operating LP

This agreement is entered into by and between the CITY of Brea, a Municipal corporation ("CITY" hereinafter) and **Breitburn Operating LP, a wholly-owned subsidiary of Maverick Natural Resources, LLC** ("PERMITTEE" hereinafter).

A. Recitals

1. PERMITTEE desires to obtain sewer services to accommodate no more than 24,000 gallons per day of wastewater to be discharged from its oil and gas production facility occurring on PERMITTEE'S property, which is generally located north of Santa Fe Avenue near Cardinal Street in the Olinda Ranch Development.
2. To receive such sewer services, it is necessary for PERMITTEE to construct a sewer lateral and connect said lateral to CITY'S sewer system.
3. CITY is the appropriate sewerage agency with respect to providing approval of PERMITTEE'S proposed sewer connection and effluent discharge.
4. CITY'S sewer line is adequately sized to currently accommodate the quantity and quality of effluent proposed to be discharged by PERMITTEE.

B. Agreement

1. PERMITTEE hereby is authorized to connect to, and discharge effluent wastewater into, CITY'S sewer system in accordance with the terms of the Agreement. PERMITTEE shall be responsible for obtaining all local, county, state and federal permits, easements and licenses required to be obtained prior to its discharging any substances into CITY'S sewer system.
2. PERMITTEE shall construct, or cause to be constructed, at its sole expense, a lateral sewer line sufficiently sized so as to allow the discharge of oil pumping wastewater at the rate of no more than 24,000 gallons per day, with a maximum peak discharge of 33 gallons per minute, and shall install a flow meter. PERMITTEE further agrees to limit the hours of discharge when deemed necessary by CITY in order to accommodate peak periods or weather conditions. Prior to construction, PERMITTEE shall submit plans detailing the

proposed lateral connection and meter to the CITY Engineer for approval. The meter shall be sufficient to verify discharge compliance.

3. PERMITTEE shall comply with all applicable CITY, county, County Sanitation District, state, and federal standards and regulations with respect to construction of its lateral sewer line and its connection to CITY's sewer system, including any and all applicable requirements imposed by the California Environmental Quality Act. PERMITTEE shall further comply at all times with all federal standards and regulations, including, but not limited to, all NPDES requirements, with respect to the quantity and quality of its effluent proposed discharged.
4. PERMITTEE shall maintain an industrial wastewater discharge permit from the County Sanitation District of Orange County, and comply with the permit limits and conditions at all times.
5. PERMITTEE shall measure and record daily total flow using the flow measurement device(s) and methods that ensure an accurate measurement of the volume of monitored discharge. The device(s) shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that device. PERMITTEE shall calibrate the effluent meter at least an annual basis and submit a report summarizing the calibration procedure by August 1st of each year. PERMITTEE shall report the volume of discharge on a quarterly basis. The report shall be sent to the Brea Finance Department no later than the 10th day following the end of each quarter. PERMITTEE shall allow CITY full and unrestricted access to the site for the purpose of verifying the quantity and quality of the discharge.
6. In consideration of being permitted to connect to the CITY sewer system, as provided herein, PERMITTEE shall pay a one-time CITY sewer connection fee of **Forty-Eight Dollars (\$48.00)** per City Resolution 578.
7. In consideration of being permitted to discharge wastewater into CITY'S sewer system, as provided herein, PERMITTEE shall pay CITY a wastewater discharge fee based on the actual flow discharged into the City's sewer system. The amount of the fee shall be per City Resolution No. 06-077, which amended sewer rates, charges and regulations.
8. PERMITTEE shall notify the CITY 90 days in advance to any facility expansion, production increase, or process modifications which may result in new or substantially increased discharges or a change in the nature of the discharge. PERMITTEE shall notify the CITY in writing of proposed expansion and shall submit any information requested by the

CITY for evaluation of the affect of such expansion on the PERMITTEE'S discharge to the sewer system. CITY reserves the right to deny PERMITTEE authorization to make any substantial change in either the quantity or quality of effluent discharged.

9. PERMITTEE will indemnify, defend and hold free and harmless CITY, its elected officials, officers, employees and agents with respect to any and all actions, claims, damages to persons or property, penalties, obligations, judgments, or liabilities that may be imposed, asserted or claimed by any person, firm entity, corporation, political subdivision, or other organization, arising out of or in connection with PERMITTEE'S construction, connection and/or effluent discharge as herein permitted whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, misconduct of CITY, its elected officials, officers, employees and/or agents, and in connection therewith:
 - a. PERMITTEE will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
 - b. PERMITTEE will promptly pay any judgment rendered against PERMITTEE or CITY covering such claims, damages, obligations, and liabilities, as well as any penalties, arising out of or in connection with any of PERMITTEE'S activities as herein described.
 - c. In the event CITY, its elected officials, officers, employees or agents, are made a party to any action or proceeding filed or prosecuted against PERMITTEE for damages or other claims arising out of or in connection with PERMITTEE'S activities as herein described, then except as otherwise provided herein, PERMITTEE agrees to pay CITY any and all costs and expenses incurred by CITY in such action or proceeding together with reasonable attorneys' fees.
10. PERMITTEE or CITY may, upon 60 days prior written notice or sooner as herein provided, or by mutual consent, terminate this Agreement. Should any other public agency providing approval for any or all of PERMITTEE'S activities hereunder, terminate its approval of PERMITTEE'S connection or PERMITTEE'S discharge as herein described, this Agreement shall be deemed terminated thereby. Failure by PERMITTEE to connect to and discharge into CITY'S sewer line within one year shall render this Agreement void.

11. PERMITTEE shall, at all times, be responsible to insure that CITY'S sewer line is not damaged by either PERMITTEE'S connection or the quantity or quality of the discharge effluent. Accordingly, should damage from either occur, PERMITTEE shall be liable for all direct, indirect and consequential damages caused by its use of CITY'S sewer line. In connection therewith, PERMITTEE agrees to provide a written, certified analysis of the effluent it discharges within five (5) business days of CITY requesting the same in writing, no more than four (4) times per year, and at no cost to CITY. Furthermore, CITY shall be authorized to conduct its own random testing of the discharge effluent.
12. PERMITTEE shall not assign, sell, hypothecate or otherwise transfer any interest created herein without the prior written consent of CITY.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover attorney's fees and costs in an amount determined by the court to be reasonable.
15. This Agreement supersedes any and all other agreements, either oral or written, 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 or binding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures

SIGNATURES BEGIN ON NEXT PAGE

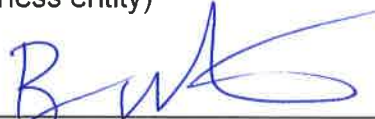
[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

Breithorn Operating LP

Maverick Operating GP, LLC,

By: its general Partner

(Type or print exact name of person or business entity)

By: 

(Signature of authorized officer)

Roy Mitchell

(Type or print name of authorized officer)

Corporate Secretary

(Title of authorized officer)

Date: _____

CITY OF BREA

Name:

Title:

ATTEST:

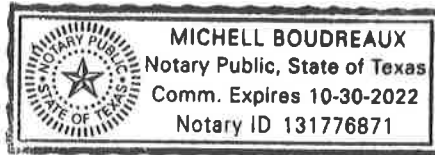
CITY CLERK

(SEAL)

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Roy Mitchell, Corporate Secretary of Maverick Operating GP, LLC, a Delaware limited company, general partner of Breitburn Operating LP, a Delaware limited partnership, on behalf of such limited partnership.



Michell Boudreaux
Notary Public

Seal:

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

Breithorn Operating LP

Maverick Operating GP, LLC,

By: its General Partner

(Type or print exact name of person or business entity)

By:

[Signature]
(Signature of authorized officer)

Gret Gatlin

(Type or print name of authorized officer)

Senior Vice President of Operations

(Title of authorized officer)

Date: _____

CITY OF BREA

Name:

Title:

ATTEST:

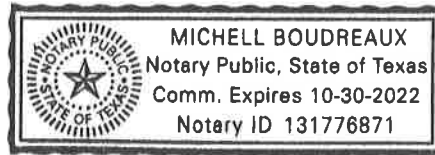
CITY CLERK

(SEAL)

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Greet Gatlin, Senior Vice President of Operations of Maverick Operating GP, LLC, a Delaware limited company, general partner of Breitburn Operating LP, a Delaware limited partnership, on behalf of such limited partnership.



Michell Boudreaux
Notary Public

Seal:

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: Orange County Operational Area Agreement

RECOMMENDATION

Approve the 2020 Orange County Operational Area Agreement of the County of Orange

BACKGROUND/DISCUSSION

The Orange County (OC) Operational Area (OA) Agreement formally creates and organizes the OC OA as required by the Standardized Emergency Management System (SEMS), Title 19 California Code of Regulations Section 2409, et seq. The OC OA was created and the OC OA Agreement approved by the OC Board of Supervisors (Board) on November 17, 1995. The OC OA Agreement, which was developed through a collaborative process with all affected organizations and jurisdictions, has guided how OC jurisdictions coordinate emergency planning and response activities. Prior to the current agreement, the Board approved a previous agreement relating to emergency operations and planning in the County on July 14, 1981.

The OA is overseen by an Executive Board with representatives from each emergency response discipline. The OA Executive Board meets on a quarterly basis, and is responsible for the development, establishment and implementation of the policies of the OA. In 2017, the OA Executive Board identified the need to update the OA Agreement to better reflect current best practices and update outdated information. To accomplish this task, the Sheriff-Coroner Department (Sheriff), Emergency Management Division, which serves as staff to the OA Executive Board, formed a collaborative, multi-jurisdictional OA Agreement Revision Working Group to complete a comprehensive review and revision of the document. The revised OC OA Agreement produced by this process is now ready for final approval by the Board to be formally adopted by the County of Orange. Once adopted by the Board, the OC OA Agreement will be presented to the multiple jurisdictions that are part of the OA for adoption by the respective governing bodies. The new OC OA Agreement will become effective six months after the document is approved by the County of Orange and one other OA jurisdiction.

The new OC OA Agreement draft developed by the OC OA Agreement Revision Working Group has structural and content changes from the original 1995 document. Agreement sections are reorganized to make the document easier to understand and reference, and the document is reformatted to more closely align with the Emergency Management Division's plan document style guide. A complete crosswalk of structural changes is available on request from the Emergency Management Division.

The major content changes are outlined below:

New OA Executive Board Members

Five new OA Executive Board seats are added to the body to more diversely represent the jurisdictions of the OA. The new seats are designated for:

- The County Executive Officer
- The OC Social Services Agency Director
- The OA Water/Wastewater Mutual Aid Coordinator
- A representative selected jointly from the OC Community College Districts
- The OC Transportation Authority Chief Executive Officer

OC Emergency Management Organization (OCEMO) Update

Since the 1995 OC OA Agreement was approved, OCEMO has transitioned to a simpler model than was outlined in the original document. Several changes are made in the new OC OA Agreement draft to reflect the current operational practices of OCEMO and ensure alignment with the new OCEMO bylaws approved in 2018. Another change is the removal of the OCEMO Representative Board, which has not been in use for a decade or more. The new draft also provides clarity on the nature of the administrative support provided to OCEMO by the County of Orange.

OA Coordinator Staffing

The 1995 OC OA Agreement specifically outlined which agencies are responsible for staffing the Operational Area Coordinator (OAC) position. At the time of approval, this staffing arrangement aligned with the staffing of the Director of Emergency Services (DES) position and was meant to outline additional responsibilities for the DES during an OA-wide incident. Since approval, the County Ordinance that defines staffing for the DES role was updated by Board Resolution #01-212 on July 17, 2001 created a conflict with the original OAC staffing arrangement. To rectify this conflict and to prevent similar issues in the future, the language in the updated draft is streamlined to reference the County Ordinance and Resolution rather than separately defining OAC staffing.

OA Finance

The New OC OA Agreement includes a significant reworking of language related to OA finances: grant funding and administration. Relevant language once contained in Addendum Two (See Addendums section below) is now incorporated in the main body of the OC OA Agreement. Language referencing specific grant programs is replaced with broader language that reflects the shifting nature of grant funding and the challenges of grant administration. The new language also addresses lessons learned related to the financial aspects of mutual aid and disaster recovery.

Addendums

The 1995 OC OA Agreement has three addendums that addressed various issues brought forth during the development of the original document. Addendum One clarifies roles and responsibilities for the OA, the OA Executive Board and the OAC. Addendum Two includes documents related to the administration of the Emergency Management Assistance Program grant that no longer exists. Relevant portions of these two addendums are incorporated into the main body of the new OC OA Agreement draft as appropriate. Addendum Three is the OA Mutual Aid Plan. This critical document will become an attachment to the Unified County of Orange and OC OA Emergency Operations Plan. This will put the Mutual Aid Plan on a more defined schedule of review and revision.

Naming and Terminology Changes

Several name changes are introduced in the New OC OA Agreement draft to clarify the differences between the various bodies and positions created by the document.

FISCAL IMPACT/SUMMARY

There is no fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lisa Keyworth, Emergency Preparedness Analyst

Attachments

Agreement

Signature Page

Orange County Operational Area Agreement



of the County of Orange
and Political Subdivisions

January 2020

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I. Recitals

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

THIS AGREEMENT is entered into this 19th day of May, 2020, which date is enumerated for purpose of reference only, by and between the County of Orange, hereinafter referred to as County, and all other Political Subdivisions within Orange County, as defined in Government Code Section 8557 (b) of the California Emergency Services Act, hereinafter referred to as Subdivisions, collectively hereafter referred to as the Parties.

WITNESSETH:

WHEREAS, it is the intent of the Parties hereto to coordinate prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused, or war-caused disasters, hereinafter referred to as emergencies, as required by the California Emergency Services Act and the Standardized Emergency Management System (SEMS) Regulations, Title 19 California Code of Regulations Sections 2400 et seq.; and

WHEREAS, the purpose of an Operational Area, as defined in Government Code Section 8605 and Title 19 California Code of Regulations Sections 2403 and 2409, is to manage and coordinate information, resources, and priorities among the local governments within the geographic area of the County, and to serve as the coordination and communication link between the local government level and the regional level of the State; and to use multi-agency or inter-agency coordination to facilitate decisions for overall operational area level emergency response activities; and

WHEREAS, this Agreement is intended to provide for the continued management of the Operational Area; cooperative and mutual handling of duties and responsibilities of the Operational Area Lead Agency; coordination of the emergency functions of the Operational Area with all other public agencies, corporations, organizations, and affected private persons within the Operational Area; and the preparation and implementation of plans for the protection of persons and property within the Operational Area in the event of an emergency; and

WHEREAS, in accordance with the requirements of California laws and regulations the County previously adopted Orange County Codified Ordinances, section 3-1-5 and Resolutions 81-1104 and 95-870 and intends to adopt an updated resolution for this Agreement to support emergency management planning and coordination of all political subdivisions within the Orange County geographic area as required by State law; and

WHEREAS, Orange County Board of Supervisors Resolution 05-144 adopted the National Incident Management System (NIMS) for the Orange County Operational Area which sets many of the same objectives as the Standardized Emergency Management System;

NOW THEREFORE, the Parties hereto agree as follows:

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Section One. Operational Area Establishment

1.1 Operational Area Established

The entire geographic area of Orange County constitutes an Operational Area (OA) for the purposes of coordinating the prevention, preparedness, response, recovery and mitigation efforts for the safety of persons and property from the effects of natural, human-caused or war caused disasters, hereinafter referred to as emergencies. All local governments should cooperate in organizing an effective OA, but the OA authority and responsibility is not affected by the non-participation of any local government. The County of Orange shall be the Operational Area Lead Agency as specified in Title 19 California Code of Regulations Section 2409(d).

1.2 Local Authority

In the event of an actual or threatened emergency, each jurisdiction shall retain the authority provided for by law respecting its jurisdiction. No body created by this Agreement can bind Parties to legal or financial obligations.

Section Two. Operational Area Council, Executive Board and Subcommittees

2.1 Operational Area Signatory Council

All political subdivisions within the geographic area of Orange County, California are organized into the OA, regardless of signatory status.¹ The OA Signatory Council, hereinafter referred to as the Council, is hereby created to include the signature Parties to this Agreement. The Parties acknowledge that the Council is not a separate legal entity and that it is not their intention to form a joint powers authority.

2.1.1 Membership

By approval and execution of this Agreement, all Subdivisions in the County of Orange, including cities, school districts, community college districts, special districts, joint powers authorities, and the County, are members of the Council. Each signature party shall designate annually in writing to the Orange County Sheriff's Department Emergency Management Division, hereinafter referred to as county emergency management, one primary and one alternate representative of its governing body to serve on the Council.

2.1.2 Responsibilities

It is not the intent of this Agreement that there be regular meetings of the Council. In routine matters and day-to-day decision-making, the OA Executive Board (as described in Section 2.2) will represent the interests of the OA. However, the Council shall have authority over the major policy issues of the OA, as determined by the Executive Board, including adoption of any amendments to this Agreement or adoption of any fees to support OA coordination activities. Council members will receive information regarding major OA policy issues from the Executive Board, when necessary, for consideration at their respective governing body meetings. Furthermore, whenever a majority of the Council determine that an issue should be brought before the Council, it shall be done irrespective of whether the Executive Board has identified it as a major policy issue.

2.1.3 Representatives Meeting

The representatives of the Council may meet as necessary as determined by the Executive Board or as requested by a majority of the members of the Council. Should it be necessary for the Council to meet, each member of the Council shall be entitled to one vote. The representatives present shall, by majority vote, select a Chair Pro Tem for that meeting from among the representatives present. A majority of all Council member representatives shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution, or order and to take any other action deemed appropriate to further the

¹ Title 19 California Code of Regulations Section 2409

Orange County Operational Area Agreement

objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. All meetings will be noticed and conducted in accordance with the Brown Act.

2.2 Operational Area Executive Board

2.2.1 Membership

The Council shall have an OA Executive Board, hereinafter referred to as the Executive Board, consisting of sixteen voting members. The Executive Board includes representatives from the County Board of Supervisors, public safety agencies and Mutual Aid Coordinators, key County departments, and OA jurisdictions. Individuals will only serve as a voting member in one role for any single meeting and for purposes of determining quorum.

Executive Board Members

1. The Chair of the Orange County Board of Supervisors
2. The County Executive Officer
3. The OA Law Enforcement Mutual Aid Coordinator, the Orange County Sheriff
4. The OA Fire & Rescue Mutual Aid Coordinator, as selected by the Orange County Fire Chiefs Association
5. The OA Public Works Mutual Aid Coordinator, the Orange County Public Works Director
6. The OA Health Care Mutual Aid Coordinator, the Orange County Health Care Agency Director
7. The OA Water/Wastewater Mutual Aid Coordinator
8. The Orange County Social Services Agency Director
9. A representative selected jointly from the Orange County City Managers Association
10. A representative from the Orange County Chiefs of Police and Sheriff's Association
11. A representative from the Orange County Fire Chiefs Association
12. A representative from the Orange County City Engineers and Public Works Directors Association
13. A representative from Independent Special Districts of Orange County
14. The Orange County Superintendent of Schools, representing Orange County K-12 School Districts
15. A representative selected jointly from Orange County Community College Districts
16. The Orange County Transportation Authority Chief Executive Officer

Terms, Alternates and Voting

Executive Board members subject to being "selected," which are enumerated above as numbers 4, 9-13 and 15, shall be appointed by their respective agency, jurisdiction or organizations annually and shall serve at the discretion of their organization for one year. Each jurisdiction, agency or organization shall also designate three alternate representatives. Individuals appointed to the Executive Board can be the same or different than those identified in Section 2.1.1 as a

Orange County Operational Area Agreement

member jurisdiction's Council primary or alternate representative. In no circumstances shall one individual occupy more than one Executive Board position or count as more than one member for purposes of determining quorum.

Each Executive Board member, or alternate in the absence of the voting member for whom he/she is the designated alternate, shall be entitled to one vote. A majority of the Executive Board (9 members) shall constitute a quorum for the transaction of business relating to the OA. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to achieve the objectives of the OA. Voting will be conducted in accordance with Robert's Rules of Order. The OA Executive Board is a Brown Act meeting and is noticed and conducted as such.

Operational Area Executive Board Chair and Vice-Chair

The Chair and Vice Chair shall be elected annually by the Executive Board. In the absence of both the Chair and the Vice Chair, the members of the Executive Board present shall, by majority vote, select one of the members present to act as Chair Pro Tem.

Meetings

The Executive Board shall meet quarterly or as designated by the Executive Board Chair.

2.2.2 Responsibilities

The Executive Board shall have oversight of the actions of the OA Manager (as described in Section 4.2) in the daily operations and administration of the OA. The Executive Board's oversight authority shall include directing the development, establishment, and implementation of the policies of the OA, and keeping the Council informed of its actions. The Executive Board shall determine which major policy issues of the OA require Council approval and shall seek such approval.

Policy and Operational Area Emergency Operations Plan

The Executive Board will establish OA policy, review and approve the OA Emergency Operations Plan (EOP) and Annexes, and maintain these documents as required by SEMS and NIMS.

Mutual Aid Plans and Agreements

The Executive Board shall review proposals of emergency mutual aid plans and agreements and make recommendations on endorsement of such proposals to governing boards of Subdivisions.

Laws, Rules, Legislation and Regulation

The Executive Board shall review and may recommend for action or adoption by Subdivisions, emergency and mutual aid plans, agreements, ordinances, resolutions, and any rules and regulations necessary to implement such plans and agreements. The Executive Board may also

Orange County Operational Area Agreement

study, review, and make recommendations on State and Federal legislation and policy as appropriate, and on matters referred to the Executive Board in writing by Council members.

Operational Area Executive Board Emergency Advisory Capacity

The Executive Board may be convened by the Chair or the OA Coordinator, as described in Section 4.1, to review a potential or actual emergency situation and make and receive appropriate recommendations from the OA Coordinator and Council members to facilitate a coordinated OA response.

2.2.3 Subcommittees and Working Groups

The Executive Board may establish standing and ad hoc subcommittees and working groups to complete its work and to ensure communication and coordination between all interested persons or groups. Subcommittees and working groups shall elect a Chairperson and provide appropriate staff support from their participants. The OA Manager shall provide coordination between these subcommittees and the Executive Board only.

2.3 Orange County Emergency Management Organization

There is hereby established a standing subcommittee to the Executive Board, the Orange County Emergency Management Organization, hereinafter referred to as OCEDO. OCEDO is a collaboration and coordination body tasked with developing the plans, procedures, and associated documents necessary for a robust Operational Area emergency management program. The County and all Subdivisions shall be expected to participate in OCEDO, to the maximum extent possible, with the understanding that the cooperative maintenance of the OA EOP, policies and procedures, training and exercises is necessary to ensure that the OA EOP, policies, procedures, training and exercises meet the emergency needs of the Subdivisions, County, and OA.

2.3.1 Membership

The entire OCEDO body ("Members at Large") consists of three groups of representatives involved in some capacity of an emergency management function, as defined below and in the OCEDO Bylaws.

Signatory Members

Staff members with primary emergency management responsibilities from signatory agencies to this agreement are considered Signatory Members. Each signatory jurisdiction shall identify a primary and secondary representative who shall have the right to vote on behalf of the jurisdiction. To ensure compliance with the Brown Act, no more than eight OCEDO members who are also voting members of the OA Executive Board shall be present at any OCEDO meeting.

Orange County Operational Area Agreement

Collaborative Members

Representatives of other government, non-profit, or private agencies that are not signatories to this agreement and are not currently represented by a Signatory or Collaborative Member, but are considered to have a significant role in OA planning, response and recovery processes are considered Collaborative Members. Collaborative members must be approved by Signatory Members and have limited voting rights as outlined in the OCEMO Bylaws.

Associate Members

Other representatives of organizations interested in participating in OCEMO activities, and who may provide input into the OA EOP, annexes, and supporting Standard Operating Procedures (SOPs) are considered Associate Members. Associate members have no voting rights.

2.3.2 Responsibilities

As a subcommittee to the Executive Board, the responsibilities of OCEMO are to meet the following objectives as they relate to disaster and emergency prevention, preparedness, response, recovery and mitigation within the OA:

Operational Area Plans, Annexes, and Standard Operating Procedures

- Participate in revisions and updates of the OA EOP and associated Annexes and SOPs developed and maintained by county emergency management staff as described in Section 3.2. Once completed, plans and the associated Annexes reviewed by OCEMO shall be forwarded to the OA Executive Board for approval.

Training and Exercises

- Coordinate training and exercises for the OA, to include after action discussions, lessons learned and professional development.

Public Education and Outreach

- Coordinate the development of public education and whole community emergency preparedness programs.

Legislation

- Review and report on legislation impacting emergency plans and programs, and propose concepts for new legislation for consideration by the Executive Board.

Other

- Other duties as assigned by the Executive Board.

2.3.3 OCEMO Leadership

The OCEMO Leadership shall consist of the OCEMO Chairperson, First Vice Chairperson and Second Vice Chairperson, elected in accord with the OCEMO Bylaws, the OA Manager and the

immediate past Chairperson. Any Signatory or Collaborative Member shall be eligible to serve as a candidate for OCEMO Chairperson, First Vice Chairperson, and Second Vice Chairperson as outlined in the OCEMO Bylaws.

2.3.4 Organization and Procedures

OCEMO will maintain and approve Bylaws. The Bylaws will define, at a minimum, OCEMO purpose, membership, leadership duties, elections, voting procedures, official meeting frequency, and the process for amending the Bylaws. The Bylaws shall in all instances be consistent with this Agreement.

OCEMO will review the Bylaws, as needed. Any amendments to the Bylaws will be approved by OCEMO Signatory Members, as detailed in the OCEMO Bylaws.

If OCEMO identifies the need for additional Subcommittees or working groups, OCEMO members participating in that subcommittee or working group shall provide staff support.

2.3.5 Administrative Support

The County shall provide administrative support to OCEMO as follows:

- Attend all OCEMO and OCEMO Leadership meetings
- Maintain a contact list of the primary and alternate representatives of each OCEMO member
- Organize and manage OCEMO Leadership elections and votes on other issues
- Notify members of their appointment to office or subcommittees
- Create and distribute OCEMO meeting agendas
- Take and transmit OCEMO meeting minutes
- Maintain official OCEMO records, including agendas and minutes, in compliance with County record retention policies.

Section Three. Responsibilities

3.1 Operational Area Jurisdiction Responsibilities

Subdivisions of the OA have the responsibilities as set forth below:

Participation

Actively participate as a member jurisdiction in the Council, Executive Board (if designated), and subcommittees such as OCEMO.

Cooperation

Promote cooperation among all Subdivisions in order to improve the overall OA emergency management program.

Emergency Management Program

Develop an emergency management program to provide for the needs of the Subdivision, which shall be complementary to and compatible and coordinated with the needs of the OA in the event of an emergency.

Emergency Plan and Organization

Develop and maintain an EOP and organization to provide for the emergency needs of the Subdivision according to SEMS Regulations and NIMS, and coordinate with and, where able, support other Subdivisions, the County, and the OA Emergency Operations Center (EOC).

Procedures

Develop Subdivision procedures that outline the steps necessary to satisfy responsibilities as a member jurisdiction of the OA.

Training and Exercises

Maintain a thorough knowledge of the Parties' and OA's EOPs and ensure that the supporting services and key personnel are properly trained and organized to meet all of their responsibilities in the event of an emergency. Conduct regular exercises and participate in regional exercises, when offered.

Emergency Assistance

Parties shall offer assistance to other jurisdictions and secondary and relief support to the OA within the limits of capabilities and according to applicable mutual aid agreements. Parties should participate in mutual aid agreements wherever possible.

Resource Lists

Maintain current resource listings of staff, facilities, equipment and supplies available in the jurisdiction for use in the event of an emergency.

Orange County Operational Area Agreement

Critical Points of Contact

Identify 24-hour or other critical points-of-contact for the Subdivision that may be used by the OA EOC during emergency operations. If the points-of-contact are individuals, identify a primary and at least three alternates for each. Inform county emergency management staff when critical points-of-contact change or are updated.

Disaster Recovery and Financial Reimbursement

Subdivisions have ultimate responsibility for their own recovery program and will work directly with FEMA and Cal OES throughout the cost recovery process. Each Subdivision is individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

3.2 County-Specific Responsibilities

The County acts as the OA Lead Agency. The OA Lead Agency has the following responsibilities to the OA in addition to those responsibilities specified under Section 3.1 of this Agreement:

24-Hour Contact Point

The County will serve as the 24-hour contact point for the OA and act as lead in activating the OA EOC, hereinafter referred to as OA EOC.

Operational Area Emergency Operations Center

The County EOC and Alternate EOC (as designated) shall serve as the OA EOC. The OA EOC shall exist as a dedicated essential facility and be capable of serving as the central point for:

- coordinating information and resources with OA subdivisions
- coordinating all levels of government as a component of Orange County's Multiagency Coordination System (MACS)
- coordinating with other OAs
- reporting information to and coordinating with the California Office of Emergency Services (Cal OES) Southern Region EOC

County emergency management staff shall be responsible for ensuring the OA EOC is maintained in a state of constant readiness, in accord with the FEMA Emergency Operations Center Assessment Checklist and ASTM E2668 – Standard Guide for Emergency Operations Center Development, or subsequent standards if revised.

Initial EOC Activation Staffing

The County shall provide initial OA EOC activation staff. Subdivisions with available resources may provide secondary and relief OA EOC staffing.

Orange County Operational Area Agreement

Disaster Recovery and Financial Reimbursement

The County shall be responsible for coordinating the formal recovery process through Cal OES and FEMA and will assist with:

- Coordinating initial OA disaster recovery
- Scheduling damage assessment site visits
- Other duties as outlined in the Recovery Annex to the OA EOP

Operational Area Emergency Operations Plan and Annexes

County emergency management staff shall be responsible for coordinating with the Orange County Emergency Management Organization to maintain and revise the OA EOP, annexes and SOPs as directed by the Executive Board.

Operational Area Executive Board Support

County emergency management staff shall provide support to the Executive Board for agendas and minutes for meetings and coordinating follow-up only.

Subcommittee and Working Group Support

County emergency management staff shall provide support to Executive Board subcommittees and working groups.

Section Four. Operational Area Coordinator and Operational Area Manager

4.1 Operational Area Coordinator

By this Agreement, the Council creates and recognizes the position of an OA Coordinator, hereinafter referred to as the Coordinator. During an emergency the OA Coordinator position will be filled by the Orange County Director of Emergency Services, as specified by Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.1.1 Powers and Duties

The Coordinator shall direct and coordinate the OA during times of emergency. In addition to his/her responsibilities as Director of Emergency Services, the Coordinator shall have the additional duties and powers, as described below and in the OA EOP:

Direction and Coordination

Serve as key decision-maker in the OA EOC, providing direction and coordination necessary to accomplish the purposes of this Agreement and responsibilities of the OA Lead as specified in Title 19 California Code of Regulations Section 2409(e).

Operational Area Representative

Represent the OA in all dealings with the public or private agencies on matters pertaining to emergencies as defined in Section 3-1-2 of the Orange County Code of Ordinances.

4.2 Operational Area Manager

By this Agreement, the Council creates and recognizes the position of an OA Manager. The OA Manager shall be the County Emergency Manager as specified in Section 3-1-6 of the Orange County Code of Ordinances and County Board of Supervisors Resolution 12-036, as presently existing or as hereafter amended.

4.2.1 Powers and Duties

The OA Manager shall have the following powers and duties:

Administration of Operational Area Agreement

On a day-to-day basis, ensure County-specific responsibilities detailed in Section 3.2 are met.

Staff to the Operational Area Executive Board

Serve as staff to the Executive Board, maintain close liaison with the Executive Board, and coordinate all activities of assigned OA staff with the Executive Board.

Orange County Operational Area Agreement

Daily Coordination and Assistance

Direct the daily coordination and cooperation between the county emergency management staff, Subdivisions, and Executive Board Subcommittees, including OCEMO. Resolve questions of authority and responsibility that may arise between them, and work closely with and assist the Executive Board, as required.

Notification of Emergency Operations Center Activation

Notify the Board of Supervisors, the Executive Board, and OCEMO of an OA EOC activation as soon as practical, and keep the Executive Board and Board of Supervisors informed on all aspects of a current emergency situation as soon as information becomes available.

OCEMO Support

Serve on OCEMO Leadership. Provide support to OCEMO for agendas, minutes and administrative support only. Staff support to OCEMO subcommittees shall be provided by OCEMO members.

Budget and Staffing

Develop an annual operating budget and staffing recommendations, and monitor the expenditures at the direction of the Executive Board.

After Action Reports

Coordinate with OCEMO for the development of after action reports for the Executive Board following activations of the OA EOC.

Resource Coordination

Act as the coordination point between Subdivisions and the Cal OES on a day-to-day basis for Emergency Management Mutual Aid (EMMA) resource requests, in accordance with the State of California Emergency Management Mutual Aid Plan. The OA Manager may also coordinate other OA mutual aid requests, as appropriate.

Section Five. Operational Area Response Systems

5.1 Operational Area Emergency Operations Plan

Under the direction of the Executive Board, county emergency management staff shall be responsible for maintaining the OA EOP, which shall provide for the effective mobilization of all OA resources, both public and private, to meet any condition constituting an emergency; and shall provide for the organization, powers and duties, and staff of the OA emergency response organization. This responsibility is inclusive of the EOP and any associated Annexes and SOPs.

5.1.1 Compliance

The OA Emergency Operations Plan shall comply with applicable local, state and federal planning criteria, including NIMS and SEMS.

5.1.2 Functional Assignments

The OA EOP shall include the functions assigned to the mutual aid organizations, County agencies/departments and Subdivisions. It shall be the responsibility of agency/department heads and Subdivisions to appoint staff who shall report to the OA EOC and carry out the assigned duties as appropriate.

5.1.3 Approval

Updates and revisions to the OA EOP and annexes will be effective on approval by the Executive Board. SOPs and other support documents may be updated on an ongoing basis by county emergency management staff as long as changes are consistent with approved plans and annexes.

5.2 Operational Area Emergency Operations Center

5.2.1 Location

The primary and dedicated County EOC located at 2644 Santiago Canyon Rd., Silverado, California, or alternate as designated, shall serve as the OA EOC. Communication connection to the OA EOC shall be the responsibility of each Subdivision and Mutual Aid Coordinator or their representative.

5.2.2 Required Activation

Activation of the OA EOC is required under the conditions defined by SEMS, Title 19 California Code of Regulations Section 2409(f), the Orange County OA EOP and associated Annexes.

5.2.3 Staff for the Operational Area Emergency Operations Center

The County shall provide initial OA EOC activation staff. Subdivisions with available resources shall provide secondary and relief OA EOC staffing. Emergency management or other mutual aid shall be used to staff the OA EOC as necessary. The County declares its willingness to provide a staff member to an impacted Subdivision's EOC or Incident Command Post to act as an OA coordination point, if desired by the Subdivision and as personnel availability and safety concerns allow.

Section Six. Operational Area Finance

6.1 Operational Area Expenses and Revenues

Operational Area Administrative Expenses

This Agreement recognizes that there are day-to-day costs associated with OA administration and emergency management activities; these costs are separate from County-specific emergency management activities. The County shall provide administrative staffing for the OA to carry out the duties as delineated in Section 3.2 and Section 4 of this Agreement; however, the County shall not be solely responsible for the costs of administering the OA.

The County Board of Supervisors has the over-arching authority and responsibility to approve the county emergency management budget that supports both County and OA emergency management activities.

To offset costs of the OA, the Executive Board shall be responsible for the acquisition and distribution of federal, state, and business or private foundation emergency management grant funds. For emergency management grant funds made available to the OA for distribution among the Subdivisions, the Executive Board will review and approve proposed funding allocation methods. Their review will take into consideration recommendations from OCEMO, acting in their role as subcommittee to the Executive Board. To offset administrative costs, a percentage of such grants may be allotted to the OA before apportionment among the subdivisions. If funding becomes available with a short application period that does not allow for OCEMO, Executive Board, and County Board of Supervisors pre-approval, then approval will be sought retroactively through the ratification process set forth by the County Board of Supervisors.

The County or any Subdivision may fund through general or special funds any services, supplies, or programs that they separately or jointly determine are necessary to comply with laws or regulations, or that serve the purposes of emergency prevention, preparedness, response, recovery and mitigation on an OA level.

Costs of Operational Area during Emergency Response and Recovery

During emergencies, all OA jurisdictions shall be expected to participate to the maximum extent possible, according to mutual aid and other agreements, with the understanding that during an emergency, the priorities are life safety, property, and the environment (in that order), regardless of which jurisdiction is impacted. This Agreement incorporates by reference the reimbursement concepts of the Emergency Management Assistance Compact, the California Disaster and Civil Defense Master Mutual Aid Agreement, and the State of California Emergency Management Mutual Aid Plan. Expenditures made in connection with such emergency activities required by this Agreement, the California Emergency Services Act and/or SEMS, including mutual aid activities,

Orange County Operational Area Agreement

shall be deemed conclusively to be for the direct protection and benefit of the persons and property in the OA.

In deciding the level of OA response and resource commitment during emergencies, the County and Subdivisions agree to operate according to the EOP and supporting documents defined in Section 5.1 of this Agreement.

Financial Reimbursement and Recovery Following Emergencies

The County and each Subdivision are each individually responsible for developing, submitting, and receiving their own emergency aid, loans or grants from any source including local, state, and federal governments. Each is individually responsible for the timeliness, accuracy, and compliance of its own expenditures submitted for reimbursement through such mechanisms.

Section Seven. Operational Area Agreement Administration

7.1 Existing Agreements

Nothing contained in this Agreement shall be construed as superseding or modifying any existing agreements, including mutual aid agreements, except for superseding the existing OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS dated October 3, 1995, and addenda; and nothing herein shall be construed as preventing any Party from entering into or modifying mutual aid or other emergency response agreements.

7.2 Effective Date

This Agreement shall become effective six months after approval and execution by the County Board of Supervisors and at least one Subdivision. Any Subdivision in Orange County may become a Party hereto by executing this Agreement. Notice shall be provided to the County upon a Subdivision's execution of this Agreement.

7.3 Withdrawal

Any Party may withdraw from this Agreement by providing written notice to county emergency management staff. Said notice shall be given 30 days before withdrawal from this Agreement.

7.4 Indemnification

Each Party shall defend, indemnify, and hold harmless the other Parties, and their officers, agents, employees and representatives from any and all losses, liability, damages, claims, suits, actions, administrative proceedings, demands, and litigation, and all expenses and costs relating directly to the negligent or otherwise wrongful acts or omissions of the indemnitor, its officers, agents, employees, or representatives arising out of or incidental to performance under this Agreement. No Party assumes liability for the acts or omissions of persons other than that Party's respective officers, agents, employees or representatives.

7.5 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

7.6 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- All references to Parts, Sections, and Paragraphs are references to Parts, Sections and Paragraphs contained herein;

- All references to any ordinance, resolution, law, regulation or guidance shall include references to any ordinance, resolution, law, regulation or guidance which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated, supplemented, substituted, novated, replaced, or assigned by the same and shall include, without limitation, any instrument, proclamation, bylaw, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation thereto;
- The words “herein”, “hereto” and “hereunder” refer to this Agreement as a whole and not to the particular Section, or Paragraph in which such word may be used;
- Any reference to a public organization or representative shall be deemed to include a reference to any successor to such public organization or representative or any organization or entity or representative which has taken over the functions or responsibilities of such public organization or representative.

7.7 Ambiguities

In the case of any ambiguity or discrepancy:

- Between the provisions in this Agreement and the provisions of any underlying Executive Order, law, or regulation, the provisions of underlying Executive Order, law, or regulations will be incorporated by approval of the Executive Board and written notice shall be provided to all Parties.
- Between the provisions in this Agreement and the provisions of any underlying mutual aid agreement or EOP, the provisions of this Agreement shall prevail until such time as the OA Executive Board considers the matter and notice of proposed resolution to such issues are provided to all Parties.

7.8 Amendment

This Agreement may not be amended or modified except in a writing executed by a majority of all signature Parties as defined by Section 2.1 of this Agreement.

OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS

DATED: 5/19/20

County of Orange

(City or Jurisdiction)

BY Michelle Steel

Michelle Steel, Chairwoman

County of Orange

ATTEST:

By: Robin Stieler
Robin Stieler, Clerk of the Board
County of Orange



Date 5/19/20

NOTICE TO COUNTY OF ORANGE TO BE GIVEN TO:

City/Jurisdiction

Donna Boston

Name

County of Orange

City/Jurisdiction

2644 Santiago Canyon Road

Address

Silverado, CA 92676

City/State/Zip

714-628-7154

FAX Number

APPROVED AS TO FORM:

Wendy J Phillips
Wendy Phillips, Senior Deputy County Counsel

County of Orange

Dated 5/26/20

Orange County Operational Area Agreement

ATTEST:

By: _____

Date _____

NOTICE TO _____ TO BE GIVEN TO:

City/Jurisdiction

Name

City/Jurisdiction

Address

Chapter 3 City/State/Zip

FAX Number

APPROVED AS TO FORM:

Wendy J. Phullysi

Senior Deputy County Counsel

Orange County

Dated *2/26/20* _____

**OPERATIONAL AREA AGREEMENT
OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

DATED: 9/15/2020

Brea
(City or Jurisdiction)

BY _____
Marty Simonoff, Mayor
City of Brea

ATTEST:

By: _____
Lillian Harris-Neal, City Clerk
City of Brea

Date 9/15/2020

NOTICE TO City of Brea TO BE GIVEN TO:
City/Jurisdiction

Lisa Keyworth
Name

City of Brea
City/Jurisdiction

1 Civic Center Circle
Address

Brea, CA 92821
City/State/Zip

714-671-3691
FAX Number

APPROVED AS TO FORM:

Terence R. Boga, City Attorney

City of Brea

Dated 9/15/2020

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 09/15/2020
SUBJECT: All City Management Amended Agreement (School Crossing Guards)

RECOMMENDATION

Approve the first amended agreement with All City Management, Inc. for as-needed crossing guard services in the not-to-exceed amount of \$67,189.50 through July 31, 2021. The Fiscal Year 2020-21 budget has sufficient funding available in the Police Department's Traffic account (110-21-2132-4249).

BACKGROUND/DISCUSSION

Currently, the City of Brea has contracts with All City Management Services, Inc. (All City) to provide crossing guard services at various school crossing locations throughout the City. All City is required to recruit, hire, train, and manage employees; conduct background checks and drug screenings; provide equipment and gear; and furnish regular staffing reports to the Brea Police Department. This contract provides up to 3,150 hours of crossing guard services each year. The City is obligated to pay only for the actual hours worked.

The current agreement began September 2, 1998 and had grown from 1,710 hours to 3,150 hours per year and \$18,793 to \$67,189.50 per year (\$21.33 an hour) due to increased hours and increased wages. After reviewing the current contract and service requirements, staff determined that a new request for proposal (RFP) was needed. Due to the impact of COVID-19 on whether school would be in session full-time, part-time, or not at all and the subsequent effect on the number of hours, it was decided that a postponement was in order until next fiscal year. In the meantime, staff negotiated an amended agreement, which included a new term date of July 31, 2021, new hourly rates, and updated insurance and background check requirements to better protect the City and the school children. In addition, All City had intended to raise their hourly rate of pay for this fiscal year; however, negotiations to hold it to its current hourly rate were successful.

Sometime shortly after the new calendar year begins, the Brea PD intends to issue a new RFP seeking proposals from qualified service providers who can provide the best value and service to the City. Factors will include the firm's qualifications; responsiveness and thoroughness of their proposal; training programs; implementation plan; experience of key personnel and experience working with other public agencies; client references and proposed pricing. After receipt of proposals. and upon completion of all steps in the evaluation process, staff will present an award recommendation to the City Council for its review and consideration.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their September 8, 2020 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

The Fiscal Year 2020-21 budget has sufficient funding available in the Police Department's Traffic account (110-21-2132-4249).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: David Dickinson, Police Captain
Concurrence: Adam Hawley, Acting Police Chief

Attachments

Agreement

FIRST AMENDED SERVICES AGREEMENT

This First Amended Services Agreement is made and entered into this 2nd day of September 2020, between the CITY OF BREA, a Municipal Corporation (hereinafter referred to as "CITY") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter referred to as "CONTRACTOR").

A. Recitals.

- (i) The Parties entered into the initial Services Agreement on September 2, 1998.
- (ii) The Parties desire to further amend said Agreement in its entirety though this First Amended Services Agreement.

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

B. Agreement.

1. CONTRACTOR agrees as follows:

- (a) CONTRACTOR shall forthwith undertake and commence performance of crossing guard services in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.
- (b) CONTRACTOR shall supply copies of any and all documents required to be prepared as part of CONTRACTOR's performance pursuant to this Agreement.
- (c) CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.

2. CITY agrees as follows:

- (a) To pay CONTRACTOR such sums as are set forth in Exhibit "B" hereto, which is hereby incorporated by reference, for the performance of the services required hereunder. Such sums 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 CONTRACTOR.
- (b) Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, 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 CONTRACTOR's proposal either with respect to hourly rates or lump sum amounts for individual tasks.
- (c) Additional services: Payments for additional services requested, in writing, by CITY, and not set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with

the fee schedule set forth in said Exhibit "B". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

3. CITY agrees to provide to CONTRACTOR:

(a) Information and assistance as set forth in Exhibit "A" hereto or as otherwise agreed upon by the parties.

(b) Assistance, as necessary, in order for CONTRACTOR to perform the services described in Exhibit "A" hereto.

4. Term: This Agreement shall commence on September 2, 2020 and shall expire at the end of the business day on July 31, 2021, unless earlier terminated as provided herein.

5. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR's applicable hourly rates as set forth in Exhibit "B", on a pro-rata basis with respect to the amount of work completed as of the date of termination.

6. 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 paragraph 6. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

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.

7. Insurance: CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONTRACTOR shall take out and maintain at all time during the term of this Agreement the following policies of insurance:

(a) Compensation Insurance: Before beginning work, CONTRACTOR shall furnish to CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR 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 Agreement. 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. CONTRACTOR prior to commencing work, shall sign and file with CITY a certification as follows:

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

(b) For all operations of the CONTRACTOR 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 CONTRACTOR 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) Other required insurance, endorsements or exclusions as required by the request for proposal.

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

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

(ii) death; damage;

(iii) \$500,000 (Five Hundred Thousand) for property

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

(c) Each such policy of insurance required in paragraphs (b)(1) through (b)(2) 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 CONTRACTOR 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 CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

(e) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the CONTRACTOR; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the CITY. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR under this Agreement.

8. Indemnification: CONTRACTOR shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by CONTRACTOR of any and all legal costs and attorneys' fees (each, a “CLAIM”), in any manner arising out of the acts and/or omissions of CONTRACTOR pursuant to this Agreement, including, but not limited to, all consequential damages, to

the maximum extent permitted by law. Notwithstanding the foregoing, however, in the event that a court or jury determines that liability with respect to any CLAIM was caused or contributed to by the negligent act, error, omission or willful misconduct of the CITY, liability will be apportioned between CONTRACTOR on the one hand and the CITY on the other hand with regard to such Claim based upon the parties' respective degrees of culpability, as determined by the court or jury, and CONTRACTOR's duty to indemnify the CITY, its elected and appointed officials, officers, agents and employees will be limited accordingly.

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

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

11. 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 of this Agreement shall be the Superior Court of the County of Orange, California.

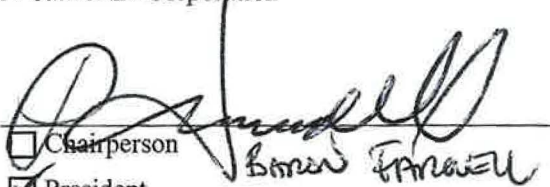
12. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

13. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

ALL CITY MANAGEMENT SERVICES, INC.
A California Corporation


☐ Chairperson
☒ President
☐ Vice President


☒ Secretary
☐ Asst. Secretary
☐ Chief Finance Officer
☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

City of Brea
A Municipal Corporation

Marty Simonoff, Mayor

Attest:

Lillian Harris-Neal, City Clerk

EXHIBIT A
SCOPE OF SERVICES

1. The City shall have the right to determine the hours and locations when and where guards shall be furnished by the Contractor. The contractor shall notify the City in writing of any changes which may need occur in hours of work or locations. The City further has the power to add to, delete from, or revise the work schedule/locations at any time.

2. The Contractor shall provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.

3. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report for work at the assigned time and location.

4. The Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties, the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions of the Agreement and the laws and codes of the State of California and the City of Brea.

5. The Contractor shall train, schedule, provide, and supervise personnel in accordance with the contract and the rules and regulations of the City of Brea. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.

6. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Brea pertaining to general pedestrian safety and school crossing areas.

7. Crossing Guard Services shall be provided by the Contractor at the designated locations and at the designated hours on all days on which the designated schools in the City of Brea are in session.

8. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held stop signs and any other safety equipment which may be necessary. Apparel and equipment shall be pre-approved by the City Manager or the designee.

9. Contractor shall conduct, or within the previous year has conducted, a criminal background check at its own expense on each of its employees engaged in providing services under this Agreement prior to the commencement of such services and at least once a year thereafter prior to the start of each new school year. No Contractor employee shall be eligible to perform services for City if that employee: (i) has ever been convicted of any sex, weapons or violent crime including but not limited to

homicide, attempted homicide, rape, child abuse, child molestation, extortion, terrorism or terrorist threats, kidnapping, human trafficking, pimping or pandering, assault, battery, any felony involving harm or a threat of harm to another person; or (ii) is a registered narcotics offender (H&SC s11590); or (iii) is a registered sex offender (Penal Code s290).

End of Exhibit A

EXHIBIT B
COMPENSATION

The CITY agrees to pay the CONTRACTOR (All City Management Services, Inc.) for the services rendered pursuant to the Agreement the sum of \$21.33 per hour of guard services provided. It is understood and agreed that the cost for providing 3,150 hours of services shall not exceed \$67,189.50.

End of Exhibit B

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 09/15/2020

SUBJECT: Outgoing Payment Log and City Disbursement Registers for August 21 & 28 and
September 4 & 11, 2020

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner

Attachments

City Outgoing Payment Log

08-21-2020 City Disbursement Register

08-28-2020 City Disbursement Register

09-04-2020 City Disbursement Register

09-11-2020 City Disbursement Register

City of Brea
Outgoing Payment Log
August 2020

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
8/3/2020	Elavon	Credit card processing fees	5,694.49
8/4/2020	CALPERS	Member retirement	211,302.57
8/4/2020	Citizens Business Bank	Credit card processing fees	2,406.44
8/4/2020	Paypal	Paypal processing fees	74.95
8/7/2020	CALPERS	Medical payment	385,112.87
8/7/2020	ADP	ILJAOB Payroll service fee	126.45
8/7/2020	CA Dept of Tax	Sales tax	228.56
8/14/2020	Brea Payroll	Brea staff payroll	870,026.35
8/14/2020	Brea Payroll	Employee deductions	97,563.93
8/14/2020	EDD	Payroll State taxes	55,495.12
8/14/2020	CA SDU	Child support payments	770.29
8/14/2020	IRS	Payroll Federal taxes	173,497.08
8/19/2020	Paymentus	Monthly service fee	6,608.00
8/21/2020	CALPERS	Member retirement	210,869.39
8/24/2020	Citizens Business Bank	Monthly banking service fee	1,805.24
8/27/2020	IRS	Payroll Federal taxes	10.36
8/28/2020	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	12,999.74
8/28/2020	Brea Payroll	Brea staff payroll	858,313.90
8/28/2020	Brea Payroll	Employee deductions	116,626.92
8/28/2020	EDD	Payroll State taxes	57,068.01
8/28/2020	CA SDU	Child support payments	737.20
8/28/2020	IRS	Payroll Federal taxes	179,997.16
8/31/2020	CALPERS	Member retirement	210,344.68
			<hr/> 3,457,679.70
<u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	74,718.83
	Various	General Liability Claims	78,503.19
		Subtotal	<hr/> 153,222.02
			<hr/> \$ 3,610,901.72 <hr/>

City Disbursement Register

Between Aug 17, 2020 12:00 AM and Aug 21, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184932	3CMA	08/21/2020	26141	110111143	FY 20/21 MEMB	\$422.50
		08/21/2020	26141	110111151	FY 20/21 MEMB	\$422.50
3CMA					Total Check Amount:	\$845.00
184933	MORIS AGUIRRE	08/21/2020	30071	110	REFUND DUE TO COVID19	\$50.00
MORIS AGUIRRE					Total Check Amount:	\$50.00
184934	ASHLEY ALLEN	08/21/2020	30057	420000000	CLOSED WATER ACCOUNT	\$90.79
ASHLEY ALLEN					Total Check Amount:	\$90.79
184935	ADAM ALTERMATT	08/21/2020	30070	110	REFUND DUE TO COVID19	\$30.00
ADAM ALTERMATT					Total Check Amount:	\$30.00
184936	ADRIAN ALVARADO	08/21/2020	30072	110	REFUND DUE TO COVID19	\$60.00
ADRIAN ALVARADO					Total Check Amount:	\$60.00
184937	HUGO ALVAREZ	08/21/2020	30073	110	REFUND DUE TO COVID19	\$50.00
HUGO ALVAREZ					Total Check Amount:	\$50.00
184938	VICKI ALVAREZ	08/21/2020	30064	110	REFUND DUE TO COVID19	\$30.00
VICKI ALVAREZ					Total Check Amount:	\$30.00
184939	AT&T LONG DISTANCE	08/21/2020	1737	475141471	807752441 080420	\$22.27
AT&T LONG DISTANCE					Total Check Amount:	\$22.27
184940	BANDERA ESTATES PARTNERSHIP	08/21/2020	29390	270323218	SENIOR SUBSIDY SEPT20	\$508.00
BANDERA ESTATES PARTNERSHIP					Total Check Amount:	\$508.00
184941	BARTEL ASSOCIATES, LLC	08/21/2020	18970	110141431	ACTUARIAL CONSULT JUN	\$5,037.00
BARTEL ASSOCIATES, LLC					Total Check Amount:	\$5,037.00
184942	AMEERA BASMADJI	08/21/2020	30063	110	REFUND DUE TO COVID19	\$540.00
AMEERA BASMADJI					Total Check Amount:	\$540.00
184943	BEE REMOVERS	08/21/2020	28503	420515131	BEE REMOVAL	\$165.00
BEE REMOVERS					Total Check Amount:	\$165.00
184944	MICHAEL BON	08/21/2020	30065	110	REFUND DUE TO COVID19	\$30.00
MICHAEL BON					Total Check Amount:	\$30.00
184945	BROOKDALE BREA	08/21/2020	29391	270323218	SENIOR SUBSIDY SEPT20	\$254.00
BROOKDALE BREA					Total Check Amount:	\$254.00
184946	CRAIG BRUMBAUGH	08/21/2020	20720	840000000	DEVELOPER FEE REFUND	\$330.00
CRAIG BRUMBAUGH					Total Check Amount:	\$330.00
184947	BRITTANY CADENA	08/21/2020	30066	110	REFUND DUE TO COVID19	\$30.00
BRITTANY CADENA					Total Check Amount:	\$30.00
184948	CALIFORNIA YELLOW CAB	08/21/2020	24712	110404525	SR CTR TAXI RIDES JUL	\$72.00
CALIFORNIA YELLOW CAB					Total Check Amount:	\$72.00
184949	ADAM CASTAGNO	08/21/2020	30067	110	REFUND DUE TO COVID19	\$50.00
ADAM CASTAGNO					Total Check Amount:	\$50.00
184950	JUSTIN CASTANON	08/21/2020	30068	110	REFUND DUE TO COVID19	\$50.00
JUSTIN CASTANON					Total Check Amount:	\$50.00

City Disbursement Register

Between Aug 17, 2020 12:00 AM and Aug 21, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184951	TIM CHA	08/21/2020	30069	110	REFUND DUE TO COVID19	\$50.00
TIM CHA					Total Check Amount:	\$50.00
184952	ROHIT CHAUDHARY	08/21/2020	30078	110	REFUND DUE TO COVID19	\$50.00
ROHIT CHAUDHARY					Total Check Amount:	\$50.00
184953	CHICO ENTERTAINMENT	08/21/2020	30156	110404542	2020 CONCERTS 8/12/20	\$1,300.00
CHICO ENTERTAINMENT					Total Check Amount:	\$1,300.00
184954	AHNYE CHO	08/21/2020	30058	420000000	CLOSED WATER ACCOUNT	\$10.46
AHNYE CHO					Total Check Amount:	\$10.46
184955	KENNETH CHUNG	08/21/2020	30079	110	REFUND DUE TO COVID19	\$50.00
KENNETH CHUNG					Total Check Amount:	\$50.00
184956	CITY OF ANAHEIM	08/21/2020	4908	110222231	20/21 OCCHMERA FS	\$6,702.00
CITY OF ANAHEIM					Total Check Amount:	\$6,702.00
184957	COFFEE BEAN TEA LEAF, STORE #315	08/21/2020	24238	840000000	DEVELOPER FEE REFUND	\$567.99
COFFEE BEAN TEA LEAF, STORE #315					Total Check Amount:	\$567.99
184958	RILEY CONAWAY	08/21/2020	30075	110	REFUND DUE TO COVID19	\$60.00
RILEY CONAWAY					Total Check Amount:	\$60.00
184959	THE COUNSELING TEAM INTERNATIONAL	08/21/2020	13933	110222221	EMPL SUPP SVCS JUL20	\$880.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$880.00
184960	COUNTY OF ORANGE	08/21/2020	4799	172212133	COMM CHGS BR1 JUN20	\$736.00
COUNTY OF ORANGE					Total Check Amount:	\$736.00
184961	COUNTY OF ORANGE	08/21/2020	4799	110212122	FINGERPRINT ID JUL20	\$2,005.00
COUNTY OF ORANGE					Total Check Amount:	\$2,005.00
184962	WESLEY DEMING	08/21/2020	30077	110	REFUND DUE TO COVID19	\$30.00
WESLEY DEMING					Total Check Amount:	\$30.00
184963	DEPARTMENT OF TRANSPORTATION	08/21/2020	13722	510707251	HWY CONST MGMT JUN20	\$109,481.14
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$109,481.14
184964	DEPARTMENT OF TRANSPORTATION	08/21/2020	13722	110515121	SGNL/LGHTNG APR-JUN20	\$24,807.25
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$24,807.25
184965	DMC-DOCUMENT & MICROFILM CONVERSION	08/21/2020	30053	110323241	OVERPAYMENT CK#184897	(\$0.20)
		08/21/2020	30053	110323241	DOCUMENT SCANNING	\$1,305.63
DMC-DOCUMENT & MICROFILM CONVERSION					Total Check Amount:	\$1,305.43
184966	SOUTHERN CALIFORNIA EDISON	08/21/2020	3343	110515121	ELECTRICITY JUL/AUG20	\$3,635.40
		08/21/2020	3343	110515144	ELECTRICITY JUL/AUG20	\$886.42
		08/21/2020	3343	430515123	ELECTRICITY JUL/AUG20	\$19.90
		08/21/2020	3343	110515141	ELECTRICITY JUL/AUG20	\$1,263.71
		08/21/2020	3343	110515143	ELECTRICITY JUL/AUG20	\$696.91
		08/21/2020	3343	343515112	ELECTRICITY JUL/AUG20	\$95.33
		08/21/2020	3343	420515131	ELECTRICITY JUL/AUG20	\$6,091.90

City Disbursement Register

Between Aug 17, 2020 12:00 AM and Aug 21, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184966	SOUTHERN CALIFORNIA EDISON	08/21/2020	3343	490515151	ELECTRICITY JUL/AUG20	\$29,376.25
		08/21/2020	3343	880515113	ELECTRICITY JUL/AUG20	\$22.75
		08/21/2020	3343	341515112	ELECTRICITY JUL/AUG20	\$228.28
		08/21/2020	3343	345515112	ELECTRICITY JUL/AUG20	\$36.44
		08/21/2020	3343	346515112	ELECTRICITY JUL/AUG20	\$165.56
		08/21/2020	3343	360515145	ELECTRICITY JUL/AUG20	\$606.43
		08/21/2020	3343	361515148	ELECTRICITY JUL/AUG20	\$25.53
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$43,150.81
184967	MIKE EHRLE	08/21/2020	30074	110	REFUND DUE TO COVID19	\$30.00
MIKE EHRLE					Total Check Amount:	\$30.00
184968	NADINE ELLIOTT	08/21/2020	30062	110	REFUND DUE TO COVID19	\$187.20
NADINE ELLIOTT					Total Check Amount:	\$187.20
184969	ENCORE COMPOSITE	08/21/2020	25008	840000000	DEVELOPER FEE REFUND	\$718.23
ENCORE COMPOSITE					Total Check Amount:	\$718.23
184970	TARA ESPINOSA	08/21/2020	27638	840000000	DEVELOPER FEE REFUND	\$272.00
TARA ESPINOSA					Total Check Amount:	\$272.00
184971	GALVEZ QUALITY AUTO GLASS	08/21/2020	27010	480515161	WINDSHIELD INSTALL	\$315.00
GALVEZ QUALITY AUTO GLASS					Total Check Amount:	\$315.00
184972	THE GAS COMPANY	08/21/2020	3749	420515131	GAS JUL-AUG2020	\$22.07
		08/21/2020	3749	490515151	GAS JUL-AUG2020	\$660.93
THE GAS COMPANY					Total Check Amount:	\$683.00
184973	GMS ELEVATOR SERVICES, INC.	08/21/2020	29109	490515151	MO.SVC:11 ELEV JUL20	\$1,345.00
		08/21/2020	29109	110515125	MO.SVC:11 ELEV JUL20	\$1,110.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$2,455.00
184974	HACH COMPANY	08/21/2020	5749	420515131	WATER QUALITY MATERIAL	\$530.45
HACH COMPANY					Total Check Amount:	\$530.45
184975	HERITAGE PLAZA	08/21/2020	29392	270323218	SENIOR SUBSIDY SEPT20	\$254.00
HERITAGE PLAZA					Total Check Amount:	\$254.00
184976	DUSTIN HERMAN	08/21/2020	23201	840000000	DEVELOPER FEE REFUND	\$178.75
DUSTIN HERMAN					Total Check Amount:	\$178.75
184977	HOLLYDALE MOBILE ESTATES	08/21/2020	29393	270323218	SENIOR SUBSIDY SEPT20	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
184978	PAUL HURST	08/21/2020	25307	840000000	DEVELOPER FEE REFUND	\$1,378.70
PAUL HURST					Total Check Amount:	\$1,378.70
184979	ICMA MEMBERSHIP RENEWALS	08/21/2020	3015	110111143	FY 20/21 MEMB RENEWAL	\$1,400.00
ICMA MEMBERSHIP RENEWALS					Total Check Amount:	\$1,400.00
184980	INTIME SOLUTIONS INC.	08/21/2020	20876	950000000	ILJAOC ADJ10417 JUN20	(\$2,997.04)
		08/21/2020	20876	950000000	ILJAOC ISE TEXT JUN20	\$2,997.04

City Disbursement Register

Between Aug 17, 2020 12:00 AM and Aug 21, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184980	INTIME SOLUTIONS INC.	08/21/2020	20876	950000000	ILJACO ADJ10417 JUN20	\$2,997.04
INTIME SOLUTIONS INC.					Total Check Amount:	\$2,997.04
184981	JART DIRECT MAIL SERVICES	08/21/2020	8634	110404542	2020 CONCERTS-POSTAGE	\$2,371.78
JART DIRECT MAIL SERVICES					Total Check Amount:	\$2,371.78
184982	CHRISTOPHER A. JEAN	08/21/2020	26352	110404542	2020 CONCERTS 9/2/20	\$1,200.00
CHRISTOPHER A. JEAN					Total Check Amount:	\$1,200.00
184983	LAKE PARK BREA LP	08/21/2020	5289	270323218	SENIOR SUBSIDY SEPT20	\$1,270.00
LAKE PARK BREA LP					Total Check Amount:	\$1,270.00
184984	TIMOTHY AND LISA LANNING	08/21/2020	21578	840000000	DEVELOPER FEE REFUND	\$168.00
TIMOTHY AND LISA LANNING					Total Check Amount:	\$168.00
184985	JOSEPH LAUBIE	08/21/2020	23282	840000000	DEVELOPER FEE REFUND	\$522.00
JOSEPH LAUBIE					Total Check Amount:	\$522.00
184986	LIFE-ASSIST, INC.	08/21/2020	10530	174222222	PM MEDS FS3	\$799.81
		08/21/2020	10530	174222222	PM MEDS FS2	\$90.51
LIFE-ASSIST, INC.					Total Check Amount:	\$890.32
184987	LINSCOTT, LAW & GREENSPAN ENGINEERS	08/21/2020	29408	110515171	TFC ENG'G SVCS MAY20	\$9,952.80
		08/21/2020	29408	510515171	ADJ TFC ENG'G MAY20	\$0.00
		08/21/2020	29408	510515171	TFC ENG'G SVCS MAY20	\$1,487.20
		08/21/2020	29408	110515171	ADJ TFC ENG'G MAY20	\$0.00
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$11,440.00
184988	CHRISTINE LYON	08/21/2020	30160	110404541	DIRECTOR'S CHOICE	\$200.00
CHRISTINE LYON					Total Check Amount:	\$200.00
184989	PATRICK J. LYONS	08/21/2020	22978	840000000	DEVELOPER FEE REFUND	\$168.00
PATRICK J. LYONS					Total Check Amount:	\$168.00
184990	MOMENTUM SOLAR	08/21/2020	28236	110	DUPL PYMNT B20-000406	\$2.82
		08/21/2020	28236	110000000	DUPL PYMNT B20-000406	\$45.80
		08/21/2020	28236	840000000	DUPL PYMNT B20-000406	\$300.00
MOMENTUM SOLAR					Total Check Amount:	\$348.62
184991	DEBORAH MOREAU	08/21/2020	26644	840000000	DEVELOPER FEE REFUND	\$126.00
DEBORAH MOREAU					Total Check Amount:	\$126.00
184992	MSA SYSTEMS, INC.	08/21/2020	21324	110212131	E-CITATION LABELS	\$825.75
MSA SYSTEMS, INC.					Total Check Amount:	\$825.75
184993	BROOKE MURPHY	08/21/2020	30060	110	REFUND DUE TO COVID19	\$17.90
BROOKE MURPHY					Total Check Amount:	\$17.90
184994	NV5 INC	08/21/2020	29891	510707475	ADJ INV #173577 AUG20	(\$34,662.90)
		08/21/2020	29891	510707475	CCYN BP#2 JUN20 SVCS	\$34,662.90
		08/21/2020	29891	510707475	ADJ INV#173577 JUN20	\$34,662.90
NV5 INC					Total Check Amount:	\$34,662.90

City Disbursement Register

Between Aug 17, 2020 12:00 AM and Aug 21, 2020 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
184995	OFFICE DEPOT, INC	08/21/2020	4743	110212111	TONERS (2)	\$343.64
		08/21/2020	4743	110222211	OFFICE SUPPLIES	\$83.72
OFFICE DEPOT, INC					Total Check Amount:	\$427.36
184996	OCCOG	08/21/2020	12810	110111145	20/21 OCCOG DUES	\$8,287.18
OCCOG					Total Check Amount:	\$8,287.18
184997	ORANGE COUNTY STRIPING SERVICE	08/21/2020	10223	510707219	BLACK-OUT PAINT SPILL	\$5,945.00
ORANGE COUNTY STRIPING SERVICE					Total Check Amount:	\$5,945.00
184998	ORANGE VILLA SENIOR APARTMENTS	08/21/2020	29394	270323218	SENIOR SUBSIDY SEPT20	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
184999	DANNY CRUZ PEREZ	08/21/2020	30076	110	REFUND DUE TO COVID19	\$50.00
DANNY CRUZ PEREZ					Total Check Amount:	\$50.00
185000	PUENTE HILLS FORD	08/21/2020	25742	480515161	MOULDING	\$555.48
PUENTE HILLS FORD					Total Check Amount:	\$555.48
185001	QUARTECH CORRECTIONS LLC	08/21/2020	29933	950000000	ILJAOC SW SUPP JUL20	\$1,500.00
		08/21/2020	29933	950000000	ILJAOC SW SUPP JUN20	\$1,500.00
		08/21/2020	29933	950000000	ILJAOC PO ADJ JUN20	\$0.00
QUARTECH CORRECTIONS LLC					Total Check Amount:	\$3,000.00
185002	SURAJ RASANIA	08/21/2020	28983	840000000	DEVELOPER FEE REFUND	\$280.00
SURAJ RASANIA					Total Check Amount:	\$280.00
185003	LORENA RODRIGUEZ	08/21/2020	30061	110	REFUND DUE TO COVID19	\$1,000.00
LORENA RODRIGUEZ					Total Check Amount:	\$1,000.00
185004	SHARON RODRIGUEZ	08/21/2020	29974	110	REFUND DUE TO COVID19	\$1,440.00
SHARON RODRIGUEZ					Total Check Amount:	\$1,440.00
185005	ROBERT AND/OR MARY ROGERS	08/21/2020	28019	840000000	DEVELOPER FEE REFUND	\$105.00
ROBERT AND/OR MARY ROGERS					Total Check Amount:	\$105.00
185006	ROBERT & DIANE SALAS	08/21/2020	23762	840000000	DEVELOPER FEE REFUND	\$21.75
ROBERT & DIANE SALAS					Total Check Amount:	\$21.75
185007	RONALD SIEGEL	08/21/2020	23725	840000000	DEVELOPER FEE REFUND	\$571.00
RONALD SIEGEL					Total Check Amount:	\$571.00
185008	RICHARD AND/OR COLLEEN SNYDER	08/21/2020	24792	840000000	DEVELOPER FEE REFUND	\$65.24
RICHARD AND/OR COLLEEN SNYDER					Total Check Amount:	\$65.24
185009	SPARKLETTS	08/21/2020	3001	110141441	WTR DISP+BOTTLJS JUN20	\$484.64
SPARKLETTS					Total Check Amount:	\$484.64
185010	SPRINT	08/21/2020	29252	840000000	DEVELOPER FEE REFUND	\$199.00
SPRINT					Total Check Amount:	\$199.00
185011	THE STANDARD INSURANCE COMPANY	08/21/2020	15689	110	643015 LIFE INS AUG20	\$3,804.75
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$3,804.75
185012	STRYKER SALES CORP.	08/21/2020	29662	911222222	MEDICAL SUPPLIES	\$95.56

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STRYKER SALES CORP.					Total Check Amount:	\$95.56
185013	TIME WARNER CABLE	08/21/2020	19304	110111151	CABLE CHGS 8/2-9/1	\$58.93
		08/21/2020	19304	110111161	CABLE CHGS 8/2-9/1	\$19.44
		08/21/2020	19304	110222211	CABLE CHGS 8/2-9/1	\$77.77
		08/21/2020	19304	110404311	CABLE CHGS 8/2-9/1	\$19.44
		08/21/2020	19304	110404521	CABLE 8/2-9/1 15759	\$30.56
		08/21/2020	19304	420515131	CABLE 8/2-9/1 49861	\$98.91
		08/21/2020	19304	110111143	CABLE CHGS 8/2-9/1	\$29.48
		08/21/2020	19304	110323212	CABLE CHGS 8/2-9/1	\$78.37
		08/21/2020	19304	110404211	CABLE 8/2-9/1 40955	\$129.61
		08/21/2020	19304	490515151	CABLE CHGS 8/2-9/1	\$19.44
		08/21/2020	19304	110141481	CABLE CHGS 8/2-9/1	\$19.44
		08/21/2020	19304	110212111	CABLE CHGS 8/2-9/1	\$371.07
		08/21/2020	19304	420515131	CABLE 8/2-9/1 20981	\$144.21
TIME WARNER CABLE					Total Check Amount:	\$1,096.67
185014	AINI TJA UW	08/21/2020	28608	110	2019SUMMERCAMP REFUND	\$680.00
AINI TJA UW					Total Check Amount:	\$680.00
185015	TOXGUARD FLUID TECHNOLOGIES	08/21/2020	9130	480515161	COOLANT	\$811.28
TOXGUARD FLUID TECHNOLOGIES					Total Check Amount:	\$811.28
185016	TRICO REALTY	08/21/2020	4925	840000000	DEVELOPER FEE REFUND	\$222.75
TRICO REALTY					Total Check Amount:	\$222.75
185017	VERIZON CONNECT NWF, INC.	08/21/2020	25293	480515161	ADJ JUN20 GPS FEES	\$0.00
		08/21/2020	25293	480515161	GPS FEES JUNE 2020	\$893.00
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$893.00
185018	VERIZON CONNECT NWF, INC.	08/21/2020	25293	480515161	GPS FEES JULY 2020	\$893.00
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$893.00
185019	VERIZON WIRELESS	08/21/2020	21122	110212121	9859987410 7/4-8/3	\$54.90
VERIZON WIRELESS					Total Check Amount:	\$54.90
185020	VINTAGE CANYON SENIOR APARTMENTS	08/21/2020	29395	270323218	SENIOR SUBSIDY SEPT20	\$762.00
VINTAGE CANYON SENIOR APARTMENTS					Total Check Amount:	\$762.00
185021	VOLOGY	08/21/2020	25478	950000000	20/21 VCENTER/VSPHERE	\$3,933.28
		08/21/2020	25478	950000000	ILJAOC ADJSIN0202 JUN	\$3,933.28
		08/21/2020	25478	950000000	ILJAOC ADJ SIN020222	(\$3,933.28)
VOLOGY					Total Check Amount:	\$3,933.28
185022	KENT WATTS	08/21/2020	25598	840000000	DEVELOPER FEE REFUND	\$282.25
KENT WATTS					Total Check Amount:	\$282.25
185023	WEST COAST GASKET	08/21/2020	25656	840000000	DEVELOPER FEE REFUND	\$273.00

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WEST COAST GASKET					Total Check Amount:	\$273.00
185024	WESTERN NATIONAL GROUP	08/21/2020	22372	840000000	DEVELOPER FEE REFUND	\$460.00
WESTERN NATIONAL GROUP					Total Check Amount:	\$460.00
185025	DR. ROBERT L. WILKINSON	08/21/2020	19024	110141481	DOT PHYSICALS JUL20	\$255.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$255.00
185026	XEROX CORPORATION	08/21/2020	3349	110141441	UDIRECTS MNT JUL20	\$119.07
		08/21/2020	3349	110141441	HIPERF COLOR CPR JUL	\$220.27
		08/21/2020	3349	110141441	PROD CLRCPR/PRNTR JUL	\$1,152.02
		08/21/2020	3349	110141441	BLACK CPR/PRNTR	\$493.54
		08/21/2020	3349	110141441	HISPEED PRNTR/CPR JUL	\$717.42
		08/21/2020	3349	110141441	TRM/FOLDR SW MNT JUL	\$116.00
XEROX CORPORATION					Total Check Amount:	\$2,818.32
Check Subtotal						\$305,316.19
V42192	ADMINISTRATIVE & PROF	08/21/2020	3344	110	DED:4010 APEA MEMBR	\$492.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$492.00
V42193	THE ADVANTAGE GROUP	08/21/2020	24539	110	DED:808B FSA DEPCAR	\$2,133.08
		08/21/2020	24539	110	DED:808C FSA UR MED	\$4,879.39
THE ADVANTAGE GROUP					Total Check Amount:	\$7,012.47
V42194	BADGE FRAME, INC.	08/21/2020	24424	110	S/TAX NAME TAGS	(\$0.29)
		08/21/2020	24424	110212111	NAME TAGS	\$62.50
BADGE FRAME, INC.					Total Check Amount:	\$62.21
V42195	BPSEA MEMORIAL FOUNDATION	08/21/2020	14990	110	DED:4050 MEMORIAL	\$192.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$192.00
V42196	BREA CITY EMPLOYEES ASSOCIATION	08/21/2020	3236	110	DED:4005 BCEA MEMBR	\$560.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$560.00
V42197	BREA FIREFIGHTERS ASSOCIATION	08/21/2020	3237	110	DED:4016 ASSOC MEMB	\$2,824.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,824.50
V42198	BREA POLICE ASSOCIATION	08/21/2020	3769	110	DED:4030 BPA REG	\$3,300.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,300.00
V42199	BREA POLICE ATHLETIC LEAGUE	08/21/2020	1068	110	DED:5010 B.P.A.L.	\$137.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$137.50
V42200	BREA POLICE MANAGEMENT ASSOCIATION	08/21/2020	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$195.00
V42201	OMAR F. BRIOSO	08/21/2020	15737	110212111	TRAINING MILEAGE	\$155.25
OMAR F. BRIOSO					Total Check Amount:	\$155.25
V42202	CALIF FORENSIC PHLEBOTOMY INC.	08/21/2020	4488	110212131	BLOOD TESTS JULY 2020	\$1,070.00
CALIF FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$1,070.00

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V42203	CALIFORNIA RETROFIT, INC	08/21/2020	4447	110515144	EVENT LAMPS	\$410.53
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$410.53
V42204	CANON SOLUTIONS AMERICA, INC	08/21/2020	15260	110141441	3047 SR CTR JUL20	\$77.30
		08/21/2020	15260	110141441	3056 BCC JUL20	\$87.17
		08/21/2020	15260	110141441	3110 PD REC 1 JUL20	\$77.30
		08/21/2020	15260	110141441	3118 PD REC 2 JUL20	\$77.30
		08/21/2020	15260	110141441	3124 PD INV JUL20	\$77.30
		08/21/2020	15260	110141441	6569 COMM DEV AUG20	\$143.66
		08/21/2020	15260	110141441	2714 PAC RM AUG20	\$101.34
		08/21/2020	15260	110141441	3112 COM/MKTG JUL20	\$65.52
		08/21/2020	15260	110141441	3118 PD REC 2 AUG20	\$77.30
		08/21/2020	15260	110141441	3142 MGMT SVCS AUG20	\$87.17
		08/21/2020	15260	110141441	3142 MGMT SVCS JUL20	\$87.17
		08/21/2020	15260	110141441	5154 FIREDEPT JUL20	\$85.61
		08/21/2020	15260	110141441	6569 COMM DEV JUL20	\$143.66
		08/21/2020	15260	110141441	3047 SR CTR AUG20	\$77.30
		08/21/2020	15260	110141441	3054 PW AUG20	\$87.17
		08/21/2020	15260	110141441	3124 PD INV AUG20	\$77.30
		08/21/2020	15260	110141441	5154 FIRE DEPT AUG20	\$85.61
		08/21/2020	15260	110141441	5327 FIRE ADM JUL20	\$85.61
		08/21/2020	15260	110141441	3035 PD DISP AUG20	\$85.19
		08/21/2020	15260	110141441	3035 PD DISP JUL20	\$85.19
		08/21/2020	15260	110141441	3054 PW JUL20	\$87.17
		08/21/2020	15260	110141441	3056 BCC AUG20	\$87.17
		08/21/2020	15260	110141441	3110 PD REC 1 AUG20	\$77.30
		08/21/2020	15260	110141441	3112 COM/MKTG AUG20	\$65.52
		08/21/2020	15260	110141441	5327 FIRE ADM AUG20	\$85.61
		08/21/2020	15260	110141441	PRINT CHARGES JUL20	\$306.97
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$2,480.91
V42205	CARRIER CORPORATION	08/21/2020	20023	490515151	TOWER BELT	\$603.47
CARRIER CORPORATION					Total Check Amount:	\$603.47
V42206	ANDREW P CATOR	08/21/2020	6646	460141474	JULY 2020 MILEAGE	\$161.00
ANDREW P CATOR					Total Check Amount:	\$161.00
V42207	CDCE INCORPORATED	08/21/2020	19356	110212121	INST TABLETS - PD VEH	\$2,975.00
CDCE INCORPORATED					Total Check Amount:	\$2,975.00
V42208	CHANDLER ASSET MANAGEMENT, INC.	08/21/2020	4375	875000000	INV MGMT SVCS JUL20	\$47.13
		08/21/2020	4375	110000000	INV MGMT SVCS JUL20	\$18.59

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V42208	CHANDLER ASSET MANAGEMENT, INC.	08/21/2020	4375	930000000	INV MGMT SVCS JUL20	\$6,060.31
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$6,126.03
V42209	BRANDON CHUNG	08/21/2020	18773	460141474	JULY 2020 MILEAGE	\$151.80
		08/21/2020	18773	460141474	JUNE 2020 MILEAGE	\$75.90
BRANDON CHUNG					Total Check Amount:	\$227.70
V42210	CLINICAL LABORATORY OF	08/21/2020	3390	420515131	WATER SAMPLING JUL20	\$1,662.00
CLINICAL LABORATORY OF					Total Check Amount:	\$1,662.00
V42211	CORE & MAIN LP	08/21/2020	27049	420515131	WTR METERS+ENCODERS	\$3,039.26
		08/21/2020	27049	420515131	WATER METER ENCODERS	\$9,582.15
CORE & MAIN LP					Total Check Amount:	\$12,621.41
V42212	DANIELS TIRE SERVICE	08/21/2020	3133	480515161	TIRES	\$3,644.91
DANIELS TIRE SERVICE					Total Check Amount:	\$3,644.91
V42213	ECONOLITE SYSTEMS, INC.	08/21/2020	27147	110515121	MO. SIGNAL MNT JUL20	\$3,116.25
		08/21/2020	27147	110515121	E/O SIGNAL MNT JUL20	\$7,762.52
ECONOLITE SYSTEMS, INC.					Total Check Amount:	\$10,878.77
V42214	EQUIPMENT DIRECT INC	08/21/2020	4522	420515131	SAFETY GLOVES	\$914.80
		08/21/2020	4522	911515151	HAND SANITIZERS	\$77.58
EQUIPMENT DIRECT INC					Total Check Amount:	\$992.38
V42215	EWING IRRIGATION PRODUCTS, INC.	08/21/2020	5807	110515141	IRRIGATION PARTS	\$1,540.48
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$1,540.48
V42216	EXTERMINETICS OF SO CALIF INC	08/21/2020	3298	420515131	PEST CONTROL JUL20	\$100.00
		08/21/2020	3298	110515141	PEST CONTROL JUL20	\$180.00
		08/21/2020	3298	490515151	PEST CONTROL JUL20	\$1,210.00
		08/21/2020	3298	110515125	PEST CONTROL JUL20	\$384.00
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$1,874.00
V42217	ELLIOT AUTO SUPPLY CO., INC.	08/21/2020	3504	480515161	BATTERIES	\$352.42
		08/21/2020	3504	480515161	OIL/SEALANT	\$72.67
		08/21/2020	3504	480515161	WIPERS	\$265.00
ELLIOT AUTO SUPPLY CO., INC.					Total Check Amount:	\$690.09
V42218	FUSCOE ENGINEERING, INC.	08/21/2020	18052	410515132	NPDES SVCS JUL20	\$6,732.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$6,732.00
V42219	GLASBY MAINTENANCE SUPPLY CO	08/21/2020	6802	490515151	DEODORIZER SPRAY	\$9.72
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$9.72
V42220	DON GOLDEN	08/21/2020	10729	110000000	INS SVC 7/30-8/12/20	(\$5,453.00)
		08/21/2020	10729	110323242	INS SVC 7/30-8/12/20	\$168.75
		08/21/2020	10729	84032324I	INS SVC 7/30-8/12/20	\$15,428.00
DON GOLDEN					Total Check Amount:	\$10,143.75
V42221	HAAKER EQUIPMENT CO.	08/21/2020	4297	420515131	GAS DETECTOR SENSOR	\$147.69

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HAAKER EQUIPMENT CO.					Total Check Amount:	\$147.69
V42222	HORIZON MECHANICAL CONTRACTORS	08/21/2020	27728	490515151	BCC BOILER REPAIR	\$1,070.98
HORIZON MECHANICAL CONTRACTORS					Total Check Amount:	\$1,070.98
V42223	IMPERIAL SPRINKLER SUPPLY	08/21/2020	24260	110515141	IRRIGATION PARTS	\$1,571.08
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$1,571.08
V42224	INFOSEND, INC.	08/21/2020	19016	911111151	INSERT:COVID19 INFO	\$53.78
		08/21/2020	19016	911111151	INSERT:COVID19 REF	\$53.78
INFOSEND, INC.					Total Check Amount:	\$107.56
V42225	JMDIAZ, INC.	08/21/2020	27113	110000000	O/C ENG'G SVCS JUL20	(\$663.00)
		08/21/2020	27113	510707470	O/C ENG'G SVCS JUL20	\$165.00
		08/21/2020	27113	510707471	O/C ENG'G SVCS JUL20	\$358.00
		08/21/2020	27113	84051517P	O/C ENG'G SVCS JUL20	\$3,358.00
		08/21/2020	27113	110515171	O/C ENG'G SVCS JUL20	\$3,328.00
		08/21/2020	27113	510707218	O/C ENG'G SVCS JUL20	\$165.00
		08/21/2020	27113	510707322	O/C ENG'G SVCS JUL20	\$1,539.00
		08/21/2020	27113	510707323	O/C ENG'G SVCS JUL20	\$165.00
		08/21/2020	27113	510707914	O/C ENG'G SVCS JUL20	\$55.00
JMDIAZ, INC.					Total Check Amount:	\$8,470.00
V42226	KOURY ENGINEERING & TESTING, INC	08/21/2020	23898	510707467	E.HILLS WTR IMP JUL20	\$3,537.50
KOURY ENGINEERING & TESTING, INC					Total Check Amount:	\$3,537.50
V42227	KREUZER CONSULTING GROUP	08/21/2020	22072	510707299	BREA BL IMP JUL20	\$11,455.00
		08/21/2020	22072	510707465	CANDLEWOOD IMP JUL20	\$14,760.00
KREUZER CONSULTING GROUP					Total Check Amount:	\$26,215.00
V42228	KWIK KLEEN	08/21/2020	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN					Total Check Amount:	\$150.00
V42229	SCOTT D. LAI	08/21/2020	10963	460141474	JULY 2020 MILEAGE	\$331.66
SCOTT D. LAI					Total Check Amount:	\$331.66
V42230	MAKE IT "PERSONAL"	08/21/2020	19203	110212111	SGT NAME PLATES	\$38.21
MAKE IT "PERSONAL"					Total Check Amount:	\$38.21
V42231	MAR-CO EQUIPMENT COMPANY	08/21/2020	20329	480515161	CURTAIN SET	\$457.87
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$457.87
V42232	MUNICIPAL WATER DISTRICT	08/21/2020	3784	420515131	WATER REBATES JUN20	\$253.00
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$253.00
V42233	NICKEY PETROLEUM CO., INC.	08/21/2020	6667	480515161	OIL	\$2,872.45
NICKEY PETROLEUM CO., INC.					Total Check Amount:	\$2,872.45
V42234	ORANGE COUNTY UNITED WAY	08/21/2020	3451	110	DED:5005 UNITED WAY	\$7.31
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$7.31
V42235	PLACEWORKS, INC.	08/21/2020	26720	840141412	BRPLZ/HOTEL EIR JUL20	\$468.70

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V42235	PLACEWORKS, INC.	08/21/2020	26720	84032323P	BRPLZ/HOTEL EIR JUL20	\$12,486.83
PLACEWORKS, INC.					Total Check Amount:	\$12,955.53
V42236	PLUMBING WHOLESALE OUTLET, INC.	08/21/2020	18392	490515151	ZURN VALVE: PD RR	\$183.29
		08/21/2020	18392	110515141	RR VALVES	\$105.81
		08/21/2020	18392	490515151	LAV FAUCET @ FS1	\$317.89
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$606.99
V42237	RAY-LITE INDUSTRIES, INC.	08/21/2020	19800	490515152	LED LIGHTING BCC	\$822.13
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$822.13
V42238	READWRITE EDUCATIONAL, INC.	08/21/2020	3444	110404145	MATH/READING DEV	\$480.00
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$480.00
V42239	SC FUELS	08/21/2020	16654	480515161	REG UNL ETH 3944 GALS	\$9,771.01
		08/21/2020	16654	480515161	REG UNL ETH 4280 GALS	\$10,497.44
SC FUELS					Total Check Amount:	\$20,268.45
V42240	SITEONE LANDSCAPE SUPPLY, LLC	08/21/2020	25942	110515143	IRRIGATION PARTS	\$98.54
		08/21/2020	25942	110515141	IRRIGATION PARTS	\$470.22
		08/21/2020	25942	110515144	IRRIGATION PARTS	\$501.26
		08/21/2020	25942	360515145	IRRIGATION PARTS	\$340.66
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$1,410.68
V42241	SNAP-ON INDUSTRIAL	08/21/2020	17125	480515161	BATTERY	\$70.39
		08/21/2020	17125	480515161	SOCKET EXTENSION	\$20.93
SNAP-ON INDUSTRIAL					Total Check Amount:	\$91.32
V42242	SOFTWARE AG USA, INC	08/21/2020	23830	950000000	ILJAO 20/21 SW MNT	\$42,154.90
SOFTWARE AG USA, INC					Total Check Amount:	\$42,154.90
V42243	STAPLES TECHNOLOGY SOLUTIONS	08/21/2020	22888	110515111	TONERS - YARD PRINTER	\$441.56
		08/21/2020	22888	110515111	TONER - YARD PRINTER	\$625.40
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$1,066.96
V42244	STATE INDUSTRIAL PRODUCTS	08/21/2020	8572	490515151	FIRE TRUCK WASH/CHEM	\$131.89
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$131.89
V42245	SUNSET SIGNS AND PRINTING, INC.	08/21/2020	27244	110212111	LOCKER SIGNS	\$53.88
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$53.88
V42246	TARGET SPECIALITY PRODUCTS	08/21/2020	19444	420515131	WEED CHEMICALS	\$1,175.21
TARGET SPECIALITY PRODUCTS					Total Check Amount:	\$1,175.21
V42247	TENNIS ANYONE ACADEMY	08/21/2020	12688	110404145	TENNIS LESSONS	\$199.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$199.00
V42248	THOMSON REUTERS - WEST	08/21/2020	22020	110212121	WEST INFO CHGS JUL20	\$455.35
		08/21/2020	22020	110111112	LEGAL SUBSCRPTN JUN20	\$901.56
THOMSON REUTERS - WEST					Total Check Amount:	\$1,356.91
V42249	TRINITY SOUND COMPANY	08/21/2020	11364	110404542	SOUND-CONCERTS 2020	\$1,242.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
TRINITY SOUND COMPANY						Total Check Amount: \$1,242.50
V42250	TROPICAL PLAZA NURSERY, INC	08/21/2020	2062	110515141	PO ADJ O.MSM JUN20	\$0.00
		08/21/2020	2062	110515141	OLINDA MSM MNT JUN20	\$575.55
		08/21/2020	2062	110515141	PO ADJ O.PARK JUN20	\$0.00
		08/21/2020	2062	343515112	IRRIGATION REPAIR	\$147.74
		08/21/2020	2062	347515112	IRRIGATION REPAIRS	\$437.65
		08/21/2020	2062	110515141	OLINDA PARK MNT JUN20	\$2,631.27
		08/21/2020	2062	345515112	IRRIGATION REPAIR	\$247.63
		08/21/2020	2062	346515112	IRRIGATION REPAIRS	\$1,427.00
		08/21/2020	2062	880515113	IRRIGATION REPAIRS	\$483.07
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$5,949.91
V42251	UNDERGROUND SERVICE ALERT/SC	08/21/2020	4537	420515131	DSB FEE 8/1/2020	\$90.78
		08/21/2020	4537	420515131	UNDRGRND TICKETS JUL20	\$153.55
UNDERGROUND SERVICE ALERT/SC						Total Check Amount: \$244.33
V42252	UNITED ROTARY BRUSH CORPORATION	08/21/2020	16649	480515161	SWEEPER BROOM	\$247.48
UNITED ROTARY BRUSH CORPORATION						Total Check Amount: \$247.48
V42253	VIGILANT SOLUTIONS, LLC	08/21/2020	22949	231212141	FY 20/21 ESA RENEWAL	\$2,000.00
VIGILANT SOLUTIONS, LLC						Total Check Amount: \$2,000.00
V42254	WAXIE SANITARY SUPPLY	08/21/2020	3332	110515125	DT PS TRASH CANS	\$3,436.84
		08/21/2020	3332	110515141	JANITORIAL SUPPLIES	\$622.96
		08/21/2020	3332	911515141	GLOVES	\$480.57
WAXIE SANITARY SUPPLY						Total Check Amount: \$4,540.37
V42255	WEST COAST SAND & GRAVEL, INC.	08/21/2020	11519	420515131	SAND AND BASE	\$1,025.93
WEST COAST SAND & GRAVEL, INC.						Total Check Amount: \$1,025.93
V42256	RICHARD W. WILDMAN	08/21/2020	26129	110212111	ICI HOMICIDE SCHOOL	\$436.00
RICHARD W. WILDMAN						Total Check Amount: \$436.00
V42257	SARA L. WOODWARD	08/21/2020	26083	110212122	JULY 2020 MILEAGE	\$94.30
SARA L. WOODWARD						Total Check Amount: \$94.30
V42258	ZERO WASTE USA INC/MUTT MITT	08/21/2020	22125	343515112	DOG WASTE BAGS	\$394.32
		08/21/2020	22125	360515147	DOG WASTE LINERS	\$267.33
		08/21/2020	22125	110515148	DOG WASTE LINERS	\$267.32
ZERO WASTE USA INC/MUTT MITT						Total Check Amount: \$928.97
Voucher Subtotal						\$224,489.03
W21002	THE BANK OF NEW YORK MELLON	08/17/2020	16062	930	LAIF CONTRIBUTION	\$4,000,000.00
THE BANK OF NEW YORK MELLON						Total Check Amount: \$4,000,000.00
Wire Subtotal						\$4,000,000.00

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TOTAL \$4,529,805.22

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185027	A N N CONTRACTORS	08/28/2020	27437	290323215	CDBG 1373 QUAIL LANE	\$31,072.00
A N N CONTRACTORS					Total Check Amount:	\$31,072.00
185028	AAA ELECTRIC MOTOR SALES, INC.	08/28/2020	3615	490515151	HVAC MOTOR	\$307.53
		08/28/2020	3615	490515151	HVAC MOTOR GASKET	\$26.94
AAA ELECTRIC MOTOR SALES, INC.					Total Check Amount:	\$334.47
185029	RUTH AHN	08/28/2020	30174	420000000	CLOSED WATER ACCOUNT	\$14.97
RUTH AHN					Total Check Amount:	\$14.97
185030	ARDURRA GROUP, INC.	08/28/2020	29147	510707323	CNTRY LN ST REHAB JUL	\$11,842.50
ARDURRA GROUP, INC.					Total Check Amount:	\$11,842.50
185031	VICTORIA ARVIZU	08/28/2020	30167	420000000	CLOSED WATER ACCOUNT	\$14.89
VICTORIA ARVIZU					Total Check Amount:	\$14.89
185032	AT&T	08/28/2020	22050	475141471	2958786500 8/11/2020	\$1,819.78
		08/28/2020	22050	475141471	3474076508 8/11/2020	\$1,302.40
AT&T					Total Check Amount:	\$3,122.18
185033	AT&T	08/28/2020	22390	475141471	7149110022 0814-0913	\$221.19
		08/28/2020	22390	475141471	7149110022 0714-0813	\$231.19
AT&T					Total Check Amount:	\$452.38
185034	AT&T	08/28/2020	30084	840000000	DEVELOPER FEE REFUND	\$375.50
AT&T					Total Check Amount:	\$375.50
185035	AXON ENTERPRISE, INC.	08/28/2020	28286	950000000	ILJAOC EVID LIC YR2	\$58,206.00
AXON ENTERPRISE, INC.					Total Check Amount:	\$58,206.00
185036	BARR & CLARK	08/28/2020	26778	290323215	CDBG 114 BAYWOOD DR	\$450.00
BARR & CLARK					Total Check Amount:	\$450.00
185037	DIEGO BARROS	08/28/2020	30169	420000000	CLOSED WATER ACCOUNT	\$49.55
DIEGO BARROS					Total Check Amount:	\$49.55
185038	BERKELEY MAINTENANCE CORP	08/28/2020	30087	840000000	DEVELOPER FEE REFUND	\$7,202.75
BERKELEY MAINTENANCE CORP					Total Check Amount:	\$7,202.75
185039	BREA ROTARY CLUB	08/28/2020	1338	110222211	QTRLY DUES JUL-SEPT20	\$124.00
BREA ROTARY CLUB					Total Check Amount:	\$124.00
185040	VIVIAN LAI & SUMMER CHEN	08/28/2020	30083	840000000	DEVELOPER FEE REFUND	\$355.00
VIVIAN LAI & SUMMER CHEN					Total Check Amount:	\$355.00
185041	SUNG CHOI	08/28/2020	30119	840000000	DEVELOPER FEE REFUND	\$192.00
SUNG CHOI					Total Check Amount:	\$192.00
185042	CINTAS	08/28/2020	24347	110404211	BCC FIRST AID RESTOCK	\$70.15
CINTAS					Total Check Amount:	\$70.15
185043	COUNTRY HILLS ESTATES HOA	08/28/2020	30197	110	REFUND DUE TO COVID19	\$450.00
COUNTRY HILLS ESTATES HOA					Total Check Amount:	\$450.00
185044	COUNTY OF ORANGE	08/28/2020	4799	110212122	JUL20 PRKNG CITATIONS	\$1,554.50

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185044	COUNTY OF ORANGE	08/28/2020	4799	110212122	FINGERPRINT ID AUG20	\$2,005.00
		08/28/2020	4799	110222223	COMM CHGS BR2 JUL20	\$176.00
COUNTY OF ORANGE					Total Check Amount:	\$3,735.50
185045	COUNTY OF ORANGE	08/28/2020	4799	172212133	COMM CHGS BR0 APR-JUN	\$26,354.00
COUNTY OF ORANGE					Total Check Amount:	\$26,354.00
185046	COUNTY OF ORANGE HEALTH CARE AGENCY	08/28/2020	19710	490515151	FY20/21 PLUNGE PERMIT	\$189.00
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$189.00
185047	DEPARTMENT OF TRANSPORTATION	08/28/2020	13722	510707251	HWY CONST/MNT MAR20	\$132,610.08
		08/28/2020	13722	510707251	HWY CONST/MNT FEB20	\$66,624.93
DEPARTMENT OF TRANSPORTATION					Total Check Amount:	\$199,235.01
185048	ALEX DIAZ	08/28/2020	30172	420000000	CLOSED WATER ACCOUNT	\$99.27
ALEX DIAZ					Total Check Amount:	\$99.27
185049	DR CURTIS	08/28/2020	30081	840000000	DEVELOPER FEE REFUND	\$460.75
DR CURTIS					Total Check Amount:	\$460.75
185050	THE DYLAN	08/28/2020	30102	840000000	DEVELOPER FEE REFUND	\$306.00
THE DYLAN					Total Check Amount:	\$306.00
185051	SOUTHERN CALIFORNIA EDISON	08/28/2020	3343	110515121	ELECTRICITY JUL/AUG20	\$1,375.38
		08/28/2020	3343	490515151	ELECTRICITY JUL/AUG20	\$10,846.27
		08/28/2020	3343	110515143	ELECTRICITY JUL/AUG20	\$12.00
		08/28/2020	3343	110515148	ELECTRICITY JUL/AUG20	\$83.14
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$12,316.79
185052	KEVIN & VANESSA ENGSTROM	08/28/2020	30094	840000000	DEVELOPER FEE REFUND	\$163.00
KEVIN & VANESSA ENGSTROM					Total Check Amount:	\$163.00
185053	EPIA INSURANCE AGENCY	08/28/2020	30090	840000000	DEVELOPER FEE REFUND	\$654.50
EPIA INSURANCE AGENCY					Total Check Amount:	\$654.50
185054	JASON ESTES	08/28/2020	30183	110	REFUND DUE TO COVID19	\$60.00
JASON ESTES					Total Check Amount:	\$60.00
185055	MIKE EVANS	08/28/2020	30184	110	REFUND DUE TO COVID19	\$60.00
MIKE EVANS					Total Check Amount:	\$60.00
185056	FANG	08/28/2020	30096	840000000	DEVELOPER FEE REFUND	\$610.00
FANG					Total Check Amount:	\$610.00
185057	FARMERS INSURANCE	08/28/2020	30198	110	REFUND DUE TO COVID19	\$500.00
FARMERS INSURANCE					Total Check Amount:	\$500.00
185058	KIM AND MICHELLE FEAMSTER	08/28/2020	30182	470141483	DAMAGE CLAIM 5/19/20	\$1,521.49
KIM AND MICHELLE FEAMSTER					Total Check Amount:	\$1,521.49
185059	JAMES FERRARO	08/28/2020	30185	110	REFUND DUE TO COVID19	\$30.00
JAMES FERRARO					Total Check Amount:	\$30.00
185060	ALAN FLORES	08/28/2020	30186	110	REFUND DUE TO COVID19	\$50.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ALAN FLORES						Total Check Amount: \$50.00
185061	HENRY FLORES	08/28/2020	30187	110	REFUND DUE TO COVID19	\$50.00
HENRY FLORES						Total Check Amount: \$50.00
185062	LANE FOLLIOTT	08/28/2020	30188	110	REFUND DUE TO COVID19	\$50.00
LANE FOLLIOTT						Total Check Amount: \$50.00
185063	FRONTIER COMMUNICATIONS	08/28/2020	26183	475141471	5621820146 0816-0915	\$44.73
FRONTIER COMMUNICATIONS						Total Check Amount: \$44.73
185064	FRONTIER COMMUNICATIONS	08/28/2020	26183	420515131	5621821023 7/7-8/6	\$62.36
FRONTIER COMMUNICATIONS						Total Check Amount: \$62.36
185065	KATE GALLERAN	08/28/2020	30162	420000000	CLOSED WATER ACCOUNT	\$18.41
KATE GALLERAN						Total Check Amount: \$18.41
185066	THE GAS COMPANY	08/28/2020	3749	490515151	GAS JUL/AUG20	\$270.85
THE GAS COMPANY						Total Check Amount: \$270.85
185067	GATEWAY URGENT CARE CENTER	08/28/2020	27352	110141481	HR MED SVCS JULY 2020	\$990.00
GATEWAY URGENT CARE CENTER						Total Check Amount: \$990.00
185068	STACY GEORGEPOULOS	08/28/2020	30106	840000000	DEVELOPER FEE REFUND	\$234.00
STACY GEORGEPOULOS						Total Check Amount: \$234.00
185069	NOAH GOELLRICH	08/28/2020	30189	110	REFUND DUE TO COVID19	\$30.00
NOAH GOELLRICH						Total Check Amount: \$30.00
185070	GOLFTEC	08/28/2020	30101	840000000	DEVELOPER FEE REFUND	\$938.00
GOLFTEC						Total Check Amount: \$938.00
185071	RILEY GREENLEE	08/28/2020	30190	110	REFUND DUE TO COVID19	\$30.00
RILEY GREENLEE						Total Check Amount: \$30.00
185072	SATYAJIT GUPTA	08/28/2020	30080	840000000	DEVELOPER FEE REFUND	\$434.00
SATYAJIT GUPTA						Total Check Amount: \$434.00
185073	GARRIN HAILE	08/28/2020	30191	110	REFUND DUE TO COVID19	\$30.00
GARRIN HAILE						Total Check Amount: \$30.00
185074	JENNIFER HALON	08/28/2020	30113	840000000	DEVELOPER FEE REFUND	\$740.00
JENNIFER HALON						Total Check Amount: \$740.00
185075	NICOLE HALUSKA	08/28/2020	30192	110	REFUND DUE TO COVID19	\$30.00
NICOLE HALUSKA						Total Check Amount: \$30.00
185076	RICHIANN HAMILTON	08/28/2020	30088	840000000	DEVELOPER FEE REFUND	\$192.25
RICHIANN HAMILTON						Total Check Amount: \$192.25
185077	RAY HERNANDEZ	08/28/2020	30193	110	REFUND DUE TO COVID19	\$60.00
RAY HERNANDEZ						Total Check Amount: \$60.00
185078	TIM HILL	08/28/2020	30194	110	REFUND DUE TO COVID19	\$50.00
TIM HILL						Total Check Amount: \$50.00
185079	RANIM HILWA	08/28/2020	30097	840000000	DEVELOPER FEE REFUND	\$896.50
RANIM HILWA						Total Check Amount: \$896.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185080	UYEN HOANG	08/28/2020	30163	420000000	CLOSED WATER ACCOUNT	\$88.50
UYEN HOANG					Total Check Amount:	\$88.50
185081	LEILANI HOBAYAN	08/28/2020	30195	110	REFUND DUE TO COVID19	\$20.00
LEILANI HOBAYAN					Total Check Amount:	\$20.00
185082	PETER HOLMVIK	08/28/2020	30107	840000000	DEVELOPER FEE REFUND	\$322.00
PETER HOLMVIK					Total Check Amount:	\$322.00
185083	GEOFFREY HORITA	08/28/2020	30196	110	REFUND DUE TO COVID19	\$30.00
GEOFFREY HORITA					Total Check Amount:	\$30.00
185084	PAT HORTON	08/28/2020	30175	110	REFUND DUE TO COVID19	\$95.00
PAT HORTON					Total Check Amount:	\$95.00
185085	HOSHIZAKI WESTERN D.C. INC.	08/28/2020	15920	510707944	REACH-IN REFRIGERATOR:	\$3,098.89
HOSHIZAKI WESTERN D.C. INC.					Total Check Amount:	\$3,098.89
185086	SARAH HUH	08/28/2020	30173	420000000	CLOSED WATER ACCOUNT	\$57.90
SARAH HUH					Total Check Amount:	\$57.90
185087	INLAND WATER WORKS SUPPLY CO	08/28/2020	23904	420515131	ERTS FOR METERS	\$11,637.00
INLAND WATER WORKS SUPPLY CO					Total Check Amount:	\$11,637.00
185088	BRYAN ISACOFF	08/28/2020	30099	840000000	DEVELOPER FEE REFUND	\$522.00
BRYAN ISACOFF					Total Check Amount:	\$522.00
185089	JOSE LUIS JIMENEZ	08/28/2020	30181	110	REFUND DUE TO COVID19	\$1,000.00
JOSE LUIS JIMENEZ					Total Check Amount:	\$1,000.00
185090	JAMES KASHIWADA	08/28/2020	30095	840000000	DEVELOPER FEE REFUND	\$459.00
JAMES KASHIWADA					Total Check Amount:	\$459.00
185091	KELLER WILLIAMS REALTY	08/28/2020	30110	840000000	DEVELOPER FEE REFUND	\$642.00
KELLER WILLIAMS REALTY					Total Check Amount:	\$642.00
185092	KERRY CULPEPER LLC	08/28/2020	30165	420000000	CLOSED WATER ACCOUNT	\$39.35
KERRY CULPEPER LLC					Total Check Amount:	\$39.35
185093	RICK & DANNETTE KINCER	08/28/2020	30092	840000000	DEVELOPER FEE REFUND	\$374.75
RICK & DANNETTE KINCER					Total Check Amount:	\$374.75
185094	KISMET EVENTS PLANING & DESIGN LLC	08/28/2020	30164	420000000	CLOSED WATER ACCOUNT	\$13.37
KISMET EVENTS PLANING & DESIGN LLC					Total Check Amount:	\$13.37
185095	LAKEMAN CHASSIS	08/28/2020	12885	480515161	TOOL BOX REPAIR	\$339.09
LAKEMAN CHASSIS					Total Check Amount:	\$339.09
185096	SUSAN LAM	08/28/2020	30171	420000000	CLOSED WATER ACCOUNT	\$17.04
SUSAN LAM					Total Check Amount:	\$17.04
185097	LAW OFFICES OF JONES & MAYER	08/28/2020	12144	110111112	LEGAL:CODE ENF JUN20	\$352.58
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$352.58
185098	MAGGIE LEEWRIGHT	08/28/2020	30082	840000000	DEVELOPER FEE REFUND	\$127.62
MAGGIE LEEWRIGHT					Total Check Amount:	\$127.62
185099	JOZSEF LEZSAK	08/28/2020	30166	420000000	CLOSED WATER ACCOUNT	\$20.26

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
JOZSEF LEZSAK					Total Check Amount:	\$20.26
185101	LINSCOTT, LAW & GREENSPAN ENGINEERS	08/28/2020	29408	510515171	TFC ENG'G SVCS JAN20	\$1,544.40
		08/28/2020	29408	510515171	TFC ENG'G SVCS MAR20	\$960.67
		08/28/2020	29408	110515171	TFC ENG'G SVCS FEB20	\$10,501.35
		08/28/2020	29408	510515171	TFC ENG'G SVCS FEB20	\$1,569.15
		08/28/2020	29408	510707219	TFC ENG'G SVCS JUN20	\$2,390.00
		08/28/2020	29408	840141412	TFC ENG'G SVCS FEB20	\$5,280.00
		08/28/2020	29408	110515171	TFC ENG'G SVCS JAN20	\$10,335.60
		08/28/2020	29408	110515171	TFC ENG'G SVCS JUN20	\$11,631.03
		08/28/2020	29408	110515171	TFC ENG'G SVCS MAR20	\$6,429.08
		08/28/2020	29408	510515171	PO ADJ TFC ENGG MAR20	\$0.00
		08/28/2020	29408	510707219	TFC ENG'G SVCS FEB20	\$1,630.00
		08/28/2020	29408	510707714	TFC ENG'G SVCS JUN20	\$660.00
		08/28/2020	29408	110515171	PO ADJ TFC ENGG MAR20	\$0.00
		08/28/2020	29408	510515171	TFC ENG'G SVCS JUN20	\$1,737.97
		08/28/2020	29408	510707251	TFC ENG'G SVCS JUN20	\$220.00
		08/28/2020	29408	510707276	TFC ENG'G SVCS JUN20	\$2,702.00
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$57,591.25
185102	DIXIE LORD	08/28/2020	30086	840000000	DEVELOPER FEE REFUND	\$428.50
DIXIE LORD					Total Check Amount:	\$428.50
185103	MAGIC CARPET, INC.	08/28/2020	8127	490515151	SR CTR COVE BASE	\$142.23
MAGIC CARPET, INC.					Total Check Amount:	\$142.23
185104	ABBY MENDEZ	08/28/2020	30108	840000000	DEVELOPER FEE REFUND	\$234.00
ABBY MENDEZ					Total Check Amount:	\$234.00
185105	DOINA MOCANU	08/28/2020	30178	110	REFUND DUE TO COVID19	\$1,500.00
DOINA MOCANU					Total Check Amount:	\$1,500.00
185106	JOHN MONSON	08/28/2020	30089	840000000	DEVELOPER FEE REFUND	\$638.00
JOHN MONSON					Total Check Amount:	\$638.00
185107	MS CONSTRUCTION	08/28/2020	27543	290323215	CDBG 1414 W CENTRAL96	\$13,315.00
MS CONSTRUCTION					Total Check Amount:	\$13,315.00
185108	JEANNE NELSON	08/28/2020	30105	840000000	DEVELOPER FEE REFUND	\$380.00
JEANNE NELSON					Total Check Amount:	\$380.00
185109	CRYSTAL O'BARR	08/28/2020	30176	110	REFUND DUE TO COVID19	\$160.15
CRYSTAL O'BARR					Total Check Amount:	\$160.15
185110	OFFICE DEPOT, INC	08/28/2020	4743	110404311	TONER	\$137.32
		08/28/2020	4743	110212121	OFFICE SUPPLIES	\$79.39
		08/28/2020	4743	110111151	TONERS (2)	\$177.96
		08/28/2020	4743	110212111	TONER	\$164.85

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185110	OFFICE DEPOT, INC	08/28/2020	4743	110404311	OFFICE SUPPLIES	\$163.14
		08/28/2020	4743	110141441	OFFICE SUPPLIES	\$56.40
OFFICE DEPOT, INC					Total Check Amount:	\$779.06
185111	PEOPLE SPACE	08/28/2020	28721	510707955	ADJ PH 1/2 FURN INST	(\$112,443.49)
		08/28/2020	28721	510707955	PH5 FURNITURE INSTALL	\$74,962.33
		08/28/2020	28721	510707955	ADJ PH3/4 FURN INST	\$0.00
		08/28/2020	28721	510707955	ADJ PH1/2 FURN INST	\$112,443.49
		08/28/2020	28721	510707955	PH6 FURNITURE INSTALL	\$56,221.74
PEOPLE SPACE					Total Check Amount:	\$131,184.07
185112	CLARENCE PERR	08/28/2020	30085	840000000	DEVELOPER FEE REFUND	\$387.00
CLARENCE PERR					Total Check Amount:	\$387.00
185113	TUDU PHAM	08/28/2020	30109	840000000	DEVELOPER FEE REFUND	\$205.00
TUDU PHAM					Total Check Amount:	\$205.00
185114	DALENA PINUELES	08/28/2020	30170	420000000	CLOSED WATER ACCOUNT	\$5.73
DALENA PINUELES					Total Check Amount:	\$5.73
185115	PUENTE HILLS FORD	08/28/2020	25742	480515161	LUG NUT	\$121.55
		08/28/2020	25742	480515161	ENGINE MOUNT REPAIR	\$670.53
		08/28/2020	25742	480515161	OIL DRAIN PLUG	\$18.86
		08/28/2020	25742	480515161	LOCK CYLINDER	\$105.62
PUENTE HILLS FORD					Total Check Amount:	\$916.56
185116	PURE FINANCIAL ADVISORS INC	08/28/2020	30177	110	REFUND DUE TO COVID19	\$195.00
PURE FINANCIAL ADVISORS INC					Total Check Amount:	\$195.00
185117	JASON RENFRO	08/28/2020	30168	420000000	CLOSED WATER ACCOUNT	\$51.87
JASON RENFRO					Total Check Amount:	\$51.87
185118	CHRISTOPHER REPP	08/28/2020	30118	840000000	DEVELOPER FEE REFUND	\$880.00
CHRISTOPHER REPP					Total Check Amount:	\$880.00
185119	RICHARD REPP	08/28/2020	30104	840000000	DEVELOPER FEE REFUND	\$328.00
RICHARD REPP					Total Check Amount:	\$328.00
185120	JAIME LOVEJOY RESMINI	08/28/2020	30199	110	CH1 ART GALLERY SALES	\$472.50
JAIME LOVEJOY RESMINI					Total Check Amount:	\$472.50
185121	VICKI RIZZARDINI	08/28/2020	30179	110	REFUND DUE TO COVID19	\$95.00
VICKI RIZZARDINI					Total Check Amount:	\$95.00
185122	ROBERTSON'S	08/28/2020	3464	420515131	SLURRY	\$598.01
		08/28/2020	3464	420515131	PO ADJ INV #731097	\$0.00
ROBERTSON'S					Total Check Amount:	\$598.01
185123	MIGUEL RODRIGUEZ	08/28/2020	30115	840000000	DEVELOPER FEE REFUND	\$168.00
MIGUEL RODRIGUEZ					Total Check Amount:	\$168.00
185124	CHRISTINE SALVADOR	08/28/2020	30116	840000000	DEVELOPER FEE REFUND	\$643.00

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CHRISTINE SALVADOR						Total Check Amount: \$643.00
185125	SANCON ENGINEERING, INC.	08/28/2020	26947	510707617	SWR RELINE 6/30-7/8	\$60,962.00
SANCON ENGINEERING, INC.						Total Check Amount: \$60,962.00
185126	SANTA ANA COLLEGE	08/28/2020	10359	110212111	PATEL BASIC ACADEMY	\$943.00
		08/28/2020	10359	110212111	PATEL PRE-ACADEMY	\$115.00
SANTA ANA COLLEGE						Total Check Amount: \$1,058.00
185127	CHRISTINE SHIPPEE	08/28/2020	30161	420000000	CLOSED WATER ACCOUNT	\$10.00
CHRISTINE SHIPPEE						Total Check Amount: \$10.00
185128	PATRICK AND/OR GEORGINA SMITH	08/28/2020	26238	840000000	DEVELOPER FEE REFUND	\$134.00
PATRICK AND/OR GEORGINA SMITH						Total Check Amount: \$134.00
185129	SOUTHWEST SCHOOL & OFFICE SUPPLY	08/28/2020	25945	911515141	GLOVES	\$47.63
SOUTHWEST SCHOOL & OFFICE SUPPLY						Total Check Amount: \$47.63
185130	ELAINA FLORENCE JOY SWANSON	08/28/2020	29980	110404541	STAFF PICK 35TH MICA	\$100.00
ELAINA FLORENCE JOY SWANSON						Total Check Amount: \$100.00
185131	ALAN & THERESA TATE	08/28/2020	30112	840000000	DEVELOPER FEE REFUND	\$230.00
ALAN & THERESA TATE						Total Check Amount: \$230.00
185132	KEVIN THOMAS	08/28/2020	30093	840000000	DEVELOPER FEE REFUND	\$314.75
KEVIN THOMAS						Total Check Amount: \$314.75
185133	DAVID TOTH	08/28/2020	30098	840000000	DEVELOPER FEE REFUND	\$110.00
DAVID TOTH						Total Check Amount: \$110.00
185134	UNIDUS INC	08/28/2020	30091	840000000	DEVELOPER FEE REFUND	\$1,580.00
UNIDUS INC						Total Check Amount: \$1,580.00
185135	UNIFIRST CORPORATION	08/28/2020	27988	110212131	PD LAUNDRY SVCS 6/1	\$24.08
		08/28/2020	27988	110212131	PD LAUNDRY SVCS 6/15	\$24.08
		08/28/2020	27988	110515141	UNIFORM SVCS JUL 2020	\$87.04
		08/28/2020	27988	110515144	UNIFORM SVCS JUL 2020	\$45.36
		08/28/2020	27988	420515131	UNIFORM SVCS JUL 2020	\$143.17
		08/28/2020	27988	490515151	UNIFORM SVCS JUL 2020	\$200.16
		08/28/2020	27988	110515121	UNIFORM SVCS JUL 2020	\$50.56
		08/28/2020	27988	360515145	UNIFORM SVCS JUL 2020	\$41.80
		08/28/2020	27988	430515123	UNIFORM SVCS JUL 2020	\$41.16
		08/28/2020	27988	110212131	PD LAUNDRY SVCS 6/29	\$24.08
		08/28/2020	27988	110212131	PD LAUNDRY SVCS 6/8	\$24.08
		08/28/2020	27988	110515143	UNIFORM SVCS JUL 2020	\$12.80
		08/28/2020	27988	361515148	UNIFORM SVCS JUL 2020	\$4.72
		08/28/2020	27988	440515126	UNIFORM SVCS JUL 2020	\$11.52
		08/28/2020	27988	110212131	PD LAUNDRY SVCS 6/22	\$24.08
		08/28/2020	27988	110212131	PD LAUNDRY SVCS 8/3	\$24.08

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185135	UNIFIRST CORPORATION	08/28/2020	27988	110515125	UNIFORM SVCS JUL 2020	\$24.60
		08/28/2020	27988	110515148	UNIFORM SVCS JUL 2020	\$4.72
		08/28/2020	27988	480515161	UNIFORM SVCS JUL 2020	\$169.57
UNIFIRST CORPORATION					Total Check Amount:	\$981.66
185136	SPENCE UOTA	08/28/2020	30114	840000000	DEVELOPER FEE REFUND	\$290.00
SPENCE UOTA					Total Check Amount:	\$290.00
185137	VETERINARY PET INS. CO.	08/28/2020	20975	110	4436 PET INS JUL 2020	\$543.50
VETERINARY PET INS. CO.					Total Check Amount:	\$543.50
185138	VISTA DEL PLAZA	08/28/2020	30117	840000000	DEVELOPER FEE REFUND	\$213.00
VISTA DEL PLAZA					Total Check Amount:	\$213.00
185139	EARL WADE	08/28/2020	30111	840000000	DEVELOPER FEE REFUND	\$469.00
EARL WADE					Total Check Amount:	\$469.00
185140	SYDNEY WALTERS	08/28/2020	30180	110404541	3RD PLACE 35TH MICA	\$250.00
SYDNEY WALTERS					Total Check Amount:	\$250.00
185141	WILSON INDUSTRIAL	08/28/2020	30100	840000000	DEVELOPER FEE REFUND	\$292.00
WILSON INDUSTRIAL					Total Check Amount:	\$292.00
185142	MENGZI ZHANG	08/28/2020	30103	840000000	DEVELOPER FEE REFUND	\$140.00
MENGZI ZHANG					Total Check Amount:	\$140.00
Check Subtotal						\$664,104.57
V42259	ACTIVE NETWORK, LLC.	08/28/2020	14295	110	2020 Q1 CB OVERBILLING	(\$340.00)
		08/28/2020	14295	110	2020 Q1 CHARGEBACKS	\$710.00
ACTIVE NETWORK, LLC.					Total Check Amount:	\$370.00
V42260	THE ADVANTAGE GROUP	08/28/2020	24539	110141481	FLEX ADMIN FEE JUL20	\$347.00
THE ADVANTAGE GROUP					Total Check Amount:	\$347.00
V42261	AFLAC-ACCOUNT #EZA73	08/28/2020	22923	110	ACC/CANCER INS JUL20	\$4,346.48
AFLAC-ACCOUNT #EZA73					Total Check Amount:	\$4,346.48
V42262	ALBERT GROVER & ASSOCIATES	08/28/2020	23588	840141412	APR-MAY 2020 SVCS	\$1,620.00
ALBERT GROVER & ASSOCIATES					Total Check Amount:	\$1,620.00
V42263	ALTERNATIVE HOSE, INC.	08/28/2020	18488	480515161	GREASE GUN & FITTINGS	\$123.58
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$123.58
V42264	B & S GRAPHICS INC.	08/28/2020	24357	480515161	DECALS	\$507.96
B & S GRAPHICS INC.					Total Check Amount:	\$507.96
V42265	THE BANK OF NEW YORK MELLON	08/28/2020	16062	890141431	2019 FAC SPTAXREF AUG	\$2,000.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$2,000.00
V42266	BEN'S ASPHALT, INC..	08/28/2020	1808	510707442	WATER PATCHES JUL20	\$6,718.29
BEN'S ASPHALT, INC..					Total Check Amount:	\$6,718.29
V42267	BEST LAWN MOWER SERVICE	08/28/2020	16230	480515161	CARBURETOR ASSEMBLY	\$86.41
		08/28/2020	16230	480515161	GENERATOR	\$1,024.25

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42267	BEST LAWN MOWER SERVICE	08/28/2020	16230	480515161	TRIMMER HEADS	\$68.92
BEST LAWN MOWER SERVICE					Total Check Amount:	\$1,179.58
V42268	BIG BEN INC.	08/28/2020	29358	510707627	PO ADJ CNTRAL SWR IMP	\$0.00
		08/28/2020	29358	510707627	RET:CENTRAL SWR IMP	\$16,164.26
BIG BEN INC.					Total Check Amount:	\$16,164.26
V42269	BRADY INDUSTRIES	08/28/2020	27438	490515151	FLOOR FINISH NOV19	\$874.41
		08/28/2020	27438	490515151	PO ADJ 6307294	\$0.00
BRADY INDUSTRIES					Total Check Amount:	\$874.41
V42270	BREA AUTO BODY, INC.	08/28/2020	27982	490515151	REFINISH CABINETS (6)	\$1,000.00
BREA AUTO BODY, INC.					Total Check Amount:	\$1,000.00
V42271	C. WELLS PIPELINE MATERIALS INC	08/28/2020	13055	510707464	METER BOXES	\$1,982.60
		08/28/2020	13055	510707464	PLUMBING SUPPLIES	\$4,639.72
		08/28/2020	13055	420515131	PLUMBING SUPPLIES	\$905.21
		08/28/2020	13055	510707464	METER BOX	\$2,295.08
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$9,822.61
V42272	CALOLYMPIC SAFETY	08/28/2020	3135	480515161	GLOVES	\$121.81
CALOLYMPIC SAFETY					Total Check Amount:	\$121.81
V42273	CANNINGS ACE HARDWARE	08/28/2020	15828	480515161	GLASS CLEANER	\$12.44
CANNINGS ACE HARDWARE					Total Check Amount:	\$12.44
V42274	RYAN HENRY CARDENAS	08/28/2020	30157	110212111	EVOC TRAINING	\$179.00
RYAN HENRY CARDENAS					Total Check Amount:	\$179.00
V42275	COMLOCK SECURITY-GROUP	08/28/2020	13625	490515151	KEYS	\$85.70
COMLOCK SECURITY-GROUP					Total Check Amount:	\$85.70
V42276	CORE & MAIN LP	08/28/2020	27049	420515131	METERS	\$195.03
		08/28/2020	27049	420515131	WATER METER ENCODERS	\$6,388.10
		08/28/2020	27049	420515131	WATER METERS+ENCODERS	\$6,078.52
		08/28/2020	27049	420515131	PAINT	\$435.31
CORE & MAIN LP					Total Check Amount:	\$13,096.96
V42277	DANIELS TIRE SERVICE	08/28/2020	3133	480515161	TIRES	\$962.54
DANIELS TIRE SERVICE					Total Check Amount:	\$962.54
V42278	GLENN EASTMAN	08/28/2020	17537	110212111	TRAINING MILEAGE	\$103.50
GLENN EASTMAN					Total Check Amount:	\$103.50
V42279	ENGIE SERVICES U.S., INC.	08/28/2020	25707	490515151	MV FEES YR4 FY20/21	\$5,856.00
ENGIE SERVICES U.S., INC.					Total Check Amount:	\$5,856.00
V42280	ELLIOT AUTO SUPPLY CO., INC.	08/28/2020	3504	480515161	WHEEL HUB	\$758.72
ELLIOT AUTO SUPPLY CO., INC.					Total Check Amount:	\$758.72
V42281	FIX AUTO LA HABRA	08/28/2020	28720	480515161	BODY REPAIR	\$1,849.22
FIX AUTO LA HABRA					Total Check Amount:	\$1,849.22

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42282	GEORGE HILLS COMPANY	08/28/2020	27340	470141483	CLAIMS MGMT FEE AUG20	\$530.42
GEORGE HILLS COMPANY					Total Check Amount:	\$530.42
V42283	GRAINGER	08/28/2020	13634	480515161	BEVERAGE COOLER	\$111.46
GRAINGER					Total Check Amount:	\$111.46
V42284	HAAKER EQUIPMENT CO.	08/28/2020	4297	480515161	CLEAR TUBING	\$16.54
HAAKER EQUIPMENT CO.					Total Check Amount:	\$16.54
V42285	HCI SYSTEMS INC	08/28/2020	25112	490515151	CCC FL3 SPRINKLER SVC	\$1,125.24
HCI SYSTEMS INC					Total Check Amount:	\$1,125.24
V42286	HI SIGN	08/28/2020	4693	110404211	GYM SIGNS	\$579.70
HI SIGN					Total Check Amount:	\$579.70
V42287	HUNTINGTON COURT REPORTS&TRANSCRIP.	08/28/2020	18131	110212122	TRANSLATION SVCS 8/5	\$68.40
HUNTINGTON COURT REPORTS&TRANSCRIP.					Total Check Amount:	\$68.40
V42289	INTERWEST CONSULTING GROUP, INC.	08/28/2020	28473	510707251	57/LMBRT MGMT APR20	\$11,325.00
		08/28/2020	28473	510707251	57/LMBRT MGMT MAY20	\$11,700.00
		08/28/2020	28473	510707311	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707453	CIP MGMT SVCS JUN20	\$1,125.00
		08/28/2020	28473	510707457	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707457	CIP MGMT SVCS JUN20	\$112.50
		08/28/2020	28473	510707251	PO ADJ APR20 SVCS	\$0.00
		08/28/2020	28473	510707278	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707278	CIP MGMT SVCS JUN20	\$1,012.50
		08/28/2020	28473	510707454	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707454	CIP MGMT SVCS JUN20	\$225.00
		08/28/2020	28473	510707459	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707459	CIP MGMT SVCS JUN20	\$37.50
		08/28/2020	28473	510707464	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707464	CIP MGMT SVCS JUN20	\$1,312.50
		08/28/2020	28473	510707251	PO ADJ MAY20 SVCS	\$0.00
		08/28/2020	28473	510707311	CIP MGMT SVCS JUN20	\$2,812.50
		08/28/2020	28473	510707453	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707460	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707460	CIP MGMT SVCS JUN20	\$37.50
		08/28/2020	28473	510707467	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707467	CIP MGMT SVCS JUN20	\$3,600.00
		08/28/2020	28473	510707923	ADJ JUN20 CIPMGMTSVCS	\$0.00
		08/28/2020	28473	510707923	CIP MGMT SVCS JUN20	\$112.50
INTERWEST CONSULTING GROUP, INC.					Total Check Amount:	\$33,412.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42290	IPARQ	08/28/2020	21583	110323241	PERMIT FEES JULY 2020	\$594.08
IPARQ					Total Check Amount:	\$594.08
V42291	LINCOLN AQUATICS	08/28/2020	17902	490515151	FLOAT ARM ASSEMBLY	\$797.17
		08/28/2020	17902	110404422	SODIUM BICARBONATE	\$1,200.62
LINCOLN AQUATICS					Total Check Amount:	\$1,997.79
V42292	LINEGEAR	08/28/2020	23894	110222221	TURNOUTS	\$300.62
LINEGEAR					Total Check Amount:	\$300.62
V42293	MAR-CO EQUIPMENT COMPANY	08/28/2020	20329	480515161	SWEEPER PARTS	\$683.87
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$683.87
V42294	MINER, LTD	08/28/2020	27173	490515151	FS4 APP BAY DOOR SVC	\$139.00
		08/28/2020	27173	490515151	FS1 APP BAY DOOR SVC	\$495.87
		08/28/2020	27173	490515151	INSTALL SR CTR DOOR	\$2,300.00
		08/28/2020	27173	490515151	SC THRESHOLD REPAIR	\$711.94
		08/28/2020	27173	490515151	PO ADJ IN-0380002	\$0.00
		08/28/2020	27173	490515151	YARD APP BAY DOOR SVC	\$528.00
		08/28/2020	27173	490515151	FS2 APP BAY DOOR SVC	\$308.00
MINER, LTD					Total Check Amount:	\$4,482.81
V42295	MUNICIPAL EMERGENCY SERVICES	08/28/2020	26685	110222221	HEAD HARNESS	\$885.35
MUNICIPAL EMERGENCY SERVICES					Total Check Amount:	\$885.35
V42296	MUNICIPAL WATER DISTRICT	08/28/2020	3784	420515131	WATER DELIVERY JUL20	\$14,130.08
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$14,130.08
V42297	PARACLETE FIRE AND SAFETY, INC.	08/28/2020	17760	490515151	FIRE BOX @ FS4	\$101.12
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$101.12
V42298	PLACEWORKS, INC.	08/28/2020	26720	84032323E	BREA MALL CEQA JUL20	\$4,733.47
		08/28/2020	26720	84032323E	BREA MALL CEQA MAY20	\$107.50
		08/28/2020	26720	840141412	BREA MALL CEQA MAY20	\$2.15
PLACEWORKS, INC.					Total Check Amount:	\$4,843.12
V42299	PLUMBING WHOLESALE OUTLET, INC.	08/28/2020	18392	490515151	PD LOCKER SINK REPAIR	\$30.26
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$30.26
V42300	SMART & FINAL	08/28/2020	3269	110404428	COOKING CLUB SUPPLIES	\$43.20
		08/28/2020	3269	110404428	DAY CAMP FOOD	\$82.06
SMART & FINAL					Total Check Amount:	\$125.26
V42301	STOTZ EQUIPMENT	08/28/2020	24388	480515161	FLYWHEEL/CLUTCH RPR	\$3,147.23
STOTZ EQUIPMENT					Total Check Amount:	\$3,147.23
V42302	SUPERCO SPEC PROD/MOMAR, INC.	08/28/2020	16084	490515151	CLEANING PRODUCTS	\$403.81
SUPERCO SPEC PROD/MOMAR, INC.					Total Check Amount:	\$403.81
V42303	SUPERIOR ALARM SYSTEMS	08/28/2020	11074	110404541	BCC ALARM JUL-DEC20	\$210.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$210.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42304	TENNIS ANYONE ACADEMY	08/28/2020	12688	110404145	TENNIS LESSONS	\$298.50
TENNIS ANYONE ACADEMY					Total Check Amount:	\$298.50
V42305	TRANS UNION LLC	08/28/2020	8371	110141481	HR SVCS 6/26-7/25/20	\$56.12
TRANS UNION LLC					Total Check Amount:	\$56.12
V42306	TRINITY SOUND COMPANY	08/28/2020	11364	110404542	SOUND:2020 CONCERTS	\$1,242.50
TRINITY SOUND COMPANY					Total Check Amount:	\$1,242.50
V42307	TROPICAL PLAZA NURSERY, INC	08/28/2020	2062	343515112	MD#3 LANDSCAPE JUL20	\$2,080.10
		08/28/2020	2062	346515112	MD#6 LANDSCAPE JUL20	\$5,500.77
		08/28/2020	2062	420515131	CITY RESERVOIRS JUL20	\$1,421.84
		08/28/2020	2062	110515148	TRACKS LNDSCAPE JUL20	\$5,602.04
		08/28/2020	2062	345515112	MD#5 LANDSCAPE JUL20	\$2,497.59
		08/28/2020	2062	347515112	MD#7 LANDSCAPE JUL20	\$1,100.53
		08/28/2020	2062	110515143	CITY LANDSCAPES JUL20	\$13,304.53
		08/28/2020	2062	341515112	MD#1 LANDSCAPE JUL20	\$1,225.96
		08/28/2020	2062	361515148	FACILTIES/MEDIANS JUL	\$210.03
		08/28/2020	2062	880515113	GATEWAY CTR MNT JUL20	\$1,265.61
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$34,209.00
V42308	TURBO DATA SYSTEMS, INC.	08/28/2020	1472	110212122	CITATION PROC JULY20	\$258.47
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$258.47
V42309	UNITED ROTARY BRUSH CORPORATION	08/28/2020	16649	480515161	SWEeper BROOMS (2)	\$247.48
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$247.48
V42310	WEST-LITE SUPPLY CO., INC.	08/28/2020	5192	490515152	LED LIGHTING	\$1,739.73
WEST-LITE SUPPLY CO., INC.					Total Check Amount:	\$1,739.73
V42311	WILLDAN FINANCIAL SERVICES	08/28/2020	23058	543141411	ADJ APR20 DEV IMP FEE	\$0.00
		08/28/2020	23058	542141411	ADJ APR20 DEV IMP FEE	\$0.00
		08/28/2020	23058	543141411	DEV IMPACT FEE APR20	\$247.50
		08/28/2020	23058	542141411	DEV IMPACT FEE APR20	\$247.50
WILLDAN FINANCIAL SERVICES					Total Check Amount:	\$495.00
V42312	WIPER CENTRAL USA, INC.	08/28/2020	18126	480515161	TERRY TOWELS	\$318.56
WIPER CENTRAL USA, INC.					Total Check Amount:	\$318.56
Voucher Subtotal						\$174,745.08

TOTAL \$838,849.65

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185143	ROBIN ADLONG	09/04/2020	30212	110	REFUND DUE TO COVID19	\$132.00
ROBIN ADLONG					Total Check Amount:	\$132.00
185144	DOUGLAS ALLEN AMARO	09/04/2020	24159	840000000	DEVELOPER FEE REFUND	\$114.00
DOUGLAS ALLEN AMARO					Total Check Amount:	\$114.00
185145	RICHARD AMPARO	09/04/2020	27537	840000000	DEVELOPER FEE REFUND	\$804.00
RICHARD AMPARO					Total Check Amount:	\$804.00
185146	ANTAIRA	09/04/2020	30231	840000000	DEVELOPER FEE REFUND	\$2,115.25
ANTAIRA					Total Check Amount:	\$2,115.25
185147	VICTORIA ARVIZU	09/04/2020	30167	420000000	CLOSED WATER ACCOUNT	\$80.57
VICTORIA ARVIZU					Total Check Amount:	\$80.57
185148	ASH STREET COTTAGES	09/04/2020	25119	840000000	DEVELOPER FEE REFUND	\$176.00
ASH STREET COTTAGES					Total Check Amount:	\$176.00
185149	DIEGO BARROS	09/04/2020	30169	420000000	CLOSED WATER ACCOUNT	\$49.89
DIEGO BARROS					Total Check Amount:	\$49.89
185150	PENNY BARTOSH	09/04/2020	20272	840000000	DEVELOPER FEE REFUND	\$322.51
PENNY BARTOSH					Total Check Amount:	\$322.51
185151	TAMARA BAYLESS	09/04/2020	30209	110	REFUND DUE TO COVID19	\$187.20
TAMARA BAYLESS					Total Check Amount:	\$187.20
185152	JOHN BECK	09/04/2020	30243	840000000	DEVELOPER FEE REFUND	\$334.00
JOHN BECK					Total Check Amount:	\$334.00
185153	LEE BENT	09/04/2020	30037	110000000	SANITATION FEE REFUND	\$16.00
		09/04/2020	30037	110	SANITATION FEE REFUND	\$304.00
LEE BENT					Total Check Amount:	\$320.00
185154	DARIO BETHENCOURT	09/04/2020	30122	840000000	DEVELOPER FEE REFUND	\$168.00
DARIO BETHENCOURT					Total Check Amount:	\$168.00
185155	BIRCH-KRAEMER LLC	09/04/2020	23835	840000000	DEV FEE CK#183238	\$7,005.17
BIRCH-KRAEMER LLC					Total Check Amount:	\$7,005.17
185156	THOMAS BREWER	09/04/2020	30151	840000000	DEVELOPER FEE REFUND	\$134.00
THOMAS BREWER					Total Check Amount:	\$134.00
185157	PATRICK BURKE	09/04/2020	30124	840000000	DEVELOPER FEE REFUND	\$68.00
PATRICK BURKE					Total Check Amount:	\$68.00
185158	ADOLFO CAZARES	09/04/2020	30135	840000000	DEVELOPER FEE REFUND	\$163.00
ADOLFO CAZARES					Total Check Amount:	\$163.00
185159	CENTRAL POWDER COATING INC.	09/04/2020	8508	110515125	DT BENCH & TRASH CAN	\$646.50
CENTRAL POWDER COATING INC.					Total Check Amount:	\$646.50
185160	ALBERT CHEN	09/04/2020	30140	840000000	DEVELOPER FEE REFUND	\$134.00
ALBERT CHEN					Total Check Amount:	\$134.00
185161	CITY OF BREA - WATER DEPT	09/04/2020	2039	343515112	WATER 7/6-8/5/20	\$3,076.92

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185161	CITY OF BREA - WATER DEPT	09/04/2020	2039	880515113	WATER 7/6-8/5/20	\$30.43
		09/04/2020	2039	347515112	WATER 7/6-8/5/20	\$1,065.36
		09/04/2020	2039	341515112	WATER 7/6-8/5/20	\$2,371.17
		09/04/2020	2039	345515112	WATER 7/6-8/5/20	\$3,130.53
		09/04/2020	2039	346515112	WATER 7/6-8/5/20	\$5,358.11
		09/04/2020	2039	465515149	WATER 7/6-8/5/20	\$50,726.56
CITY OF BREA - WATER DEPT					Total Check Amount:	\$65,759.08
185162	VICKY COLE	09/04/2020	30120	840000000	DEVELOPER FEE REFUND	\$1,116.00
VICKY COLE					Total Check Amount:	\$1,116.00
185163	PHILIP COLIN	09/04/2020	30133	840000000	DEVELOPER FEE REFUND	\$280.00
PHILIP COLIN					Total Check Amount:	\$280.00
185164	RUSSELL & KRISTIN COOPER	09/04/2020	30247	840000000	DEVELOPER FEE REFUND	\$31.00
RUSSELL & KRISTIN COOPER					Total Check Amount:	\$31.00
185165	COUNTY OF ORANGE	09/04/2020	4799	110212131	ANIMAL CARE APR-JUN20	\$80,090.23
COUNTY OF ORANGE					Total Check Amount:	\$80,090.23
185166	COUNTY OF ORANGE	09/04/2020	4799	110212131	COMM CHGS BR1 JUL20	\$50.00
COUNTY OF ORANGE					Total Check Amount:	\$50.00
185167	COUNTY OF ORANGE HEALTH CARE AGENCY	09/04/2020	19710	430515123	20/21 OPERFEE:LFT STN	\$189.00
		09/04/2020	19710	480515161	20/21 OPER FEE:FS3	\$784.00
		09/04/2020	19710	480515161	20/21 OPER FEE:YARD	\$666.00
		09/04/2020	19710	480515161	20/21 OPER FEE:BCGC	\$189.00
		09/04/2020	19710	480515161	20/21 OPER FEE:CCC	\$784.00
		09/04/2020	19710	480515161	20/21 OPER FEE:FS1	\$189.00
		09/04/2020	19710	480515161	20/21 OPER FEE:TONNER	\$189.00
		09/04/2020	19710	480515161	20/21 OPER FEE:FS2	\$262.00
		09/04/2020	19710	480515161	20/21 OPER FEE:FS4	\$189.00
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$3,441.00
185168	CSULB FOUNDATION	09/04/2020	10182	110212111	CIVIL LIABILITY	\$378.00
CSULB FOUNDATION					Total Check Amount:	\$378.00
185169	KIMBERLY CUEVAS	09/04/2020	30136	840000000	DEVELOPER FEE REFUND	\$304.00
KIMBERLY CUEVAS					Total Check Amount:	\$304.00
185170	SOFRONIO &/OR MARIESEL DE LA MASA	09/04/2020	26168	840000000	DEVELOPER FEE REFUND	\$160.00
SOFRONIO &/OR MARIESEL DE LA MASA					Total Check Amount:	\$160.00
185171	GEORGE DELANOY	09/04/2020	30229	840000000	DEVELOPER FEE REFUND	\$446.00
GEORGE DELANOY					Total Check Amount:	\$446.00
185172	TIFFANY DELGATTO	09/04/2020	30227	840000000	DEVELOPER FEE REFUND	\$68.00
TIFFANY DELGATTO					Total Check Amount:	\$68.00
185173	DELTA T HVAC, INC.	09/04/2020	28265	490515151	SENIOR CENTER REPAIR	\$570.00

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185173	DELTA T HVAC, INC.	09/04/2020	28265	490515151	FIRE HVAC REPAIR	\$710.00
		09/04/2020	28265	490515151	FS3 A/C REPAIR	\$220.00
		09/04/2020	28265	490515151	BCC HVAC REPAIR	\$770.00
DELTA T HVAC, INC.					Total Check Amount:	\$2,270.00
185174	JOHNNY DIALONE	09/04/2020	30143	840000000	DEVELOPER FEE REFUND	\$18.00
JOHNNY DIALONE					Total Check Amount:	\$18.00
185175	SOUTHERN CALIFORNIA EDISON	09/04/2020	3343	110515121	ELECTRICITY JUL-AUG20	\$4,609.44
		09/04/2020	3343	110515143	ELECTRICITY JUL-AUG20	\$12.97
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$4,622.41
185176	EDDIE EFTYCHIOU	09/04/2020	30236	840000000	DEVELOPER FEE REFUND	\$327.50
EDDIE EFTYCHIOU					Total Check Amount:	\$327.50
185177	EMPIRE MEDIA PRODUCTIONS	09/04/2020	26276	110404542	CONCERT VIDEO 8/12	\$450.00
		09/04/2020	26276	110404542	CONCERT VIDEO 8/19	\$450.00
EMPIRE MEDIA PRODUCTIONS					Total Check Amount:	\$900.00
185178	STEPHANIE ESTRADA	09/04/2020	30211	110	REFUND DUE TO COVID19	\$418.00
STEPHANIE ESTRADA					Total Check Amount:	\$418.00
185179	ARLENE FOUGHT	09/04/2020	30207	110	REFUND DUE TO COVID19	\$350.00
ARLENE FOUGHT					Total Check Amount:	\$350.00
185180	JOHN FRANCEIS	09/04/2020	30137	840000000	DEVELOPER FEE REFUND	\$133.99
JOHN FRANCEIS					Total Check Amount:	\$133.99
185181	ALBERT & RACHEL GARCIA	09/04/2020	30126	840000000	DEVELOPER FEE REFUND	\$76.00
ALBERT & RACHEL GARCIA					Total Check Amount:	\$76.00
185182	GABRIEL GARCIA	09/04/2020	30138	840000000	DEVELOPER FEE REFUND	\$250.00
GABRIEL GARCIA					Total Check Amount:	\$250.00
185183	GMS ELEVATOR SERVICES, INC.	09/04/2020	29109	110515125	DTPS2 ELEVATOR REPAIR	\$1,005.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$1,005.00
185184	SHARON GONZALEZ	09/04/2020	30239	840000000	DEVELOPER FEE REFUND	\$26.00
SHARON GONZALEZ					Total Check Amount:	\$26.00
185185	GOVERNMENTJOBS.COM, INC.	09/04/2020	26473	110141481	SUBSCRIPTION 20/21	\$1,653.75
GOVERNMENTJOBS.COM, INC.					Total Check Amount:	\$1,653.75
185186	HANRI MARONI / ACIUN LLC	09/04/2020	30152	840000000	DEVELOPER FEE REFUND	\$136.00
HANRI MARONI / ACIUN LLC					Total Check Amount:	\$136.00
185187	GREGORY & DEBRA HANSON	09/04/2020	30128	840000000	DEVELOPER FEE REFUND	\$86.00
GREGORY & DEBRA HANSON					Total Check Amount:	\$86.00
185188	DORIS HARAGUCHI	09/04/2020	30246	840000000	DEVELOPER FEE REFUND	\$639.00
DORIS HARAGUCHI					Total Check Amount:	\$639.00
185189	REYNA HERCILA	09/04/2020	30210	110	REFUND DUE TO COVID19	\$1,000.00
REYNA HERCILA					Total Check Amount:	\$1,000.00

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185190	HF&H CONSULTANTS, LLC	09/04/2020	27542	440515122	S/W SB1383 SVCS JUL20	\$5,757.50
HF&H CONSULTANTS, LLC						Total Check Amount: \$5,757.50
185191	I C E HOLDING LLC	09/04/2020	30148	840000000	DEVELOPER FEE REFUND	\$152.75
I C E HOLDING LLC						Total Check Amount: \$152.75
185192	INFERNO EATS	09/04/2020	30125	840000000	DEVELOPER FEE REFUND	\$1,418.00
INFERNO EATS						Total Check Amount: \$1,418.00
185193	INTERNATIONAL CODE COUNCIL (ICC)	09/04/2020	18336	110323241	CODE MANUALS & BOOKS	\$425.50
INTERNATIONAL CODE COUNCIL (ICC)						Total Check Amount: \$425.50
185194	ANTHONY ISLAS	09/04/2020	30202	110	REFUND DUE TO COVID19	\$50.00
ANTHONY ISLAS						Total Check Amount: \$50.00
185195	DONALD JACQUES	09/04/2020	30139	840000000	DEVELOPER FEE REFUND	\$334.00
DONALD JACQUES						Total Check Amount: \$334.00
185196	VAUGHN JARRETT	09/04/2020	30201	110	REFUND DUE TO COVID19	\$50.00
VAUGHN JARRETT						Total Check Amount: \$50.00
185197	NICOLE JASSO	09/04/2020	30206	110	REFUND DUE TO COVID19	\$20.00
NICOLE JASSO						Total Check Amount: \$20.00
185198	JIMMY JOHN'S	09/04/2020	30235	840000000	DEVELOPER FEE REFUND	\$653.00
JIMMY JOHN'S						Total Check Amount: \$653.00
185199	TERONE JOHNSON	09/04/2020	30205	110	REFUND DUE TO COVID19	\$50.00
TERONE JOHNSON						Total Check Amount: \$50.00
185200	WAYNE JOLLEY	09/04/2020	30150	840000000	DEVELOPER FEE REFUND	\$102.00
WAYNE JOLLEY						Total Check Amount: \$102.00
185201	WESLEY JOSE	09/04/2020	30204	110	REFUND DUE TO COVID19	\$60.00
WESLEY JOSE						Total Check Amount: \$60.00
185202	TIM JOSEPH	09/04/2020	30203	110	REFUND DUE TO COVID19	\$60.00
TIM JOSEPH						Total Check Amount: \$60.00
185203	TYLER JOSEPH	09/04/2020	30214	110	REFUND DUE TO COVID19	\$50.00
TYLER JOSEPH						Total Check Amount: \$50.00
185204	TOM KAGELE	09/04/2020	30215	110	REFUND DUE TO COVID19	\$50.00
TOM KAGELE						Total Check Amount: \$50.00
185205	KEVIN & MARY KALSCHUEUR	09/04/2020	30241	840000000	DEVELOPER FEE REFUND	\$514.00
KEVIN & MARY KALSCHUEUR						Total Check Amount: \$514.00
185206	BRYCE KATO	09/04/2020	30216	110	REFUND DUE TO COVID19	\$110.00
BRYCE KATO						Total Check Amount: \$110.00
185207	PHOUTTHASENH KHOUNBORINH	09/04/2020	30208	110	REFUND DUE TO COVID19	\$611.00
PHOUTTHASENH KHOUNBORINH						Total Check Amount: \$611.00
185208	JINA KIM	09/04/2020	30127	840000000	DEVELOPER FEE REFUND	\$624.00
JINA KIM						Total Check Amount: \$624.00
185209	EHSSANULLAH KUSHKAKI	09/04/2020	30217	110	REFUND DUE TO COVID19	\$50.00

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EHSSANULLAH KUSHKAKI					Total Check Amount:	\$50.00
185210	APRIL LAING	09/04/2020	20511	110	REFUND DUE TO COVID19	\$324.00
APRIL LAING					Total Check Amount:	\$324.00
185211	SUSAN LAM	09/04/2020	30171	420000000	CLOSED WATER ACCOUNT	\$69.80
SUSAN LAM					Total Check Amount:	\$69.80
185212	LAW OFFICES OF JONES & MAYER	09/04/2020	12144	110111112	LEGAL:CODE ENF JUL20	\$440.73
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$440.73
185213	JOHN LE	09/04/2020	30219	110	REFUND DUE TO COVID19	\$50.00
JOHN LE					Total Check Amount:	\$50.00
185214	ALLEN LEE	09/04/2020	30218	110	REFUND DUE TO COVID19	\$50.00
ALLEN LEE					Total Check Amount:	\$50.00
185215	LINSCOTT, LAW & GREENSPAN ENGINEERS	09/04/2020	29408	840141412	TFC ENG'G SVCS JUN20	\$7,173.75
LINSCOTT, LAW & GREENSPAN ENGINEERS					Total Check Amount:	\$7,173.75
185216	JUNLING LIU	09/04/2020	30228	840000000	DEVELOPER FEE REFUND	\$6.70
JUNLING LIU					Total Check Amount:	\$6.70
185217	JESSE LLEWELLYN	09/04/2020	30244	840000000	DEVELOPER FEE REFUND	\$276.00
JESSE LLEWELLYN					Total Check Amount:	\$276.00
185218	LU'S LIGHTHOUSE, INC.	09/04/2020	28330	480515161	LED LIGHTS	\$247.10
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$247.10
185219	LUXOTTICA/SUNGLASS HUT	09/04/2020	28904	840000000	DEVELOPER FEE REFUND	\$384.00
LUXOTTICA/SUNGLASS HUT					Total Check Amount:	\$384.00
185220	MACY'S DEPARTMENT STORE	09/04/2020	30250	840000000	DEVELOPER FEE REFUND	\$1,117.25
MACY'S DEPARTMENT STORE					Total Check Amount:	\$1,117.25
185221	CELESTE MAGDATO	09/04/2020	30222	110	REFUND DUE TO COVID19	\$187.20
CELESTE MAGDATO					Total Check Amount:	\$187.20
185222	MAGIC CARPET, INC.	09/04/2020	8127	490	S/TAX:SC COVE BASE	(\$20.07)
		09/04/2020	8127	490515151	6" COVE BASE SR CTR	\$279.07
MAGIC CARPET, INC.					Total Check Amount:	\$259.00
185223	MARLOW WHITE	09/04/2020	26665	110212131	HONOR GUARD UNIFORM	\$3,050.99
		09/04/2020	26665	110	S/TAX HONOR GRD UNIF	(\$211.89)
MARLOW WHITE					Total Check Amount:	\$2,839.10
185224	MASS MUTUAL	09/04/2020	30238	840000000	DEVELOPER FEE REFUND	\$291.00
MASS MUTUAL					Total Check Amount:	\$291.00
185225	DOUG & JOYCE MATTHEWS	09/04/2020	30141	840000000	DEVELOPER FEE REFUND	\$326.00
DOUG & JOYCE MATTHEWS					Total Check Amount:	\$326.00
185226	KELVIN MCBRIDE	09/04/2020	30221	420000000	CLOSED WATER ACCOUNT	\$33.78
KELVIN MCBRIDE					Total Check Amount:	\$33.78
185227	DIRK & JAN MCCUEN	09/04/2020	30249	840000000	DEVELOPER FEE REFUND	\$281.50

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DIRK & JAN MCCUEN					Total Check Amount:	\$281.50
185228	MII TRAINING INNOVATIONS LLC	09/04/2020	30255	110212111	LEADING PROF STAFF	\$375.00
MII TRAINING INNOVATIONS LLC					Total Check Amount:	\$375.00
185229	KENNETH MON	09/04/2020	23582	840000000	DEVELOPER FEE REFUND	\$397.00
KENNETH MON					Total Check Amount:	\$397.00
185230	JANE NEINHOUSE	09/04/2020	30242	840000000	DEVELOPER FEE REFUND	\$380.00
JANE NEINHOUSE					Total Check Amount:	\$380.00
185231	NESBIT PARTNER BREA VENTURE LTD	09/04/2020	30232	840000000	DEVELOPER FEE REFUND	\$88.25
NESBIT PARTNER BREA VENTURE LTD					Total Check Amount:	\$88.25
185232	THE NEW HOME COMPANY	09/04/2020	27993	420000000	CLOSED WATER ACCOUNT	\$270.00
THE NEW HOME COMPANY					Total Check Amount:	\$270.00
185233	NEXTGEN GAMING	09/04/2020	30252	840000000	DEVELOPER FEE REFUND	\$12.00
NEXTGEN GAMING					Total Check Amount:	\$12.00
185234	NOAH'S BAGELS	09/04/2020	30233	840000000	DEVELOPER FEE REFUND	\$19.00
NOAH'S BAGELS					Total Check Amount:	\$19.00
185235	OFFICE DEPOT, INC	09/04/2020	4743	110212111	TONERS (3)	\$237.72
		09/04/2020	4743	110404311	OFFICE SUPPLIES	\$340.39
		09/04/2020	4743	110212111	OFFICE SUPPLIES	\$72.95
		09/04/2020	4743	110404311	TONER	\$155.80
OFFICE DEPOT, INC					Total Check Amount:	\$806.86
185236	KEON S. OH	09/04/2020	30131	840000000	DEVELOPER FEE REFUND	\$76.00
KEON S. OH					Total Check Amount:	\$76.00
185237	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	09/04/2020	1351	110212111	OCCPSA 20/21 MEMB FEE	\$250.00
ORANGE CTY CHIEFS' & SHERIFFS' ASSN					Total Check Amount:	\$250.00
185238	ORANGE EMPIRE CHAPTER ICC	09/04/2020	10998	110323241	FY20/21 MEMBERSHIP	\$550.00
ORANGE EMPIRE CHAPTER ICC					Total Check Amount:	\$550.00
185239	PEOPLE SPACE	09/04/2020	28721	510707955	RETENTION:PH7 INSTALL	(\$4,502.12)
		09/04/2020	28721	510707955	PH7 FURNITURE INSTALL	\$45,021.16
PEOPLE SPACE					Total Check Amount:	\$40,519.04
185240	LIROY PRIESS	09/04/2020	30134	840000000	DEVELOPER FEE REFUND	\$222.00
LIROY PRIESS					Total Check Amount:	\$222.00
185241	MARC PRUSHAN	09/04/2020	30234	840000000	DEVELOPER FEE REFUND	\$221.50
MARC PRUSHAN					Total Check Amount:	\$221.50
185242	PUENTE HILLS FORD	09/04/2020	25742	480515161	AIR BAG REPAIR	\$631.09
PUENTE HILLS FORD					Total Check Amount:	\$631.09
185243	REDHAWK PROPERTY LLC	09/04/2020	30146	840000000	DEVELOPER FEE REFUND	\$119.00
REDHAWK PROPERTY LLC					Total Check Amount:	\$119.00
185244	BRIAN RIORDAN	09/04/2020	30130	840000000	DEVELOPER FEE REFUND	\$250.00

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BRIAN RIORDAN						Total Check Amount: \$250.00
185245	ETHAN AND/OR GINA ROBERTS	09/04/2020	30225	420000000	CLOSED WATER ACCOUNT	\$88.00
ETHAN AND/OR GINA ROBERTS						Total Check Amount: \$88.00
185246	JERRY & NANCY ROBLES	09/04/2020	30145	840000000	DEVELOPER FEE REFUND	\$263.00
JERRY & NANCY ROBLES						Total Check Amount: \$263.00
185247	FELIX RODE	09/04/2020	28815	840000000	DEVELOPER FEE REFUND	\$147.00
FELIX RODE						Total Check Amount: \$147.00
185248	DONNA ROTH	09/04/2020	30240	840000000	DEVELOPER FEE REFUND	\$263.00
DONNA ROTH						Total Check Amount: \$263.00
185249	TED RUNDLE	09/04/2020	28963	840000000	DEVELOPER FEE REFUND	\$11.00
TED RUNDLE						Total Check Amount: \$11.00
185250	SAN GABRIEL BASIN WATER	09/04/2020	25882	420515131	20/21 PUMPING RIGHTS	\$9,016.32
SAN GABRIEL BASIN WATER						Total Check Amount: \$9,016.32
185251	ALEX SHESTOVETSKY	09/04/2020	30253	840000000	DEVELOPER FEE REFUND	\$11.25
ALEX SHESTOVETSKY						Total Check Amount: \$11.25
185252	SIMON PROPERTY GROUP	09/04/2020	23062	840000000	DEVELOPER FEE REFUND	\$70.50
SIMON PROPERTY GROUP						Total Check Amount: \$70.50
185253	BETH & PATRICIA SKILLIN	09/04/2020	30154	840000000	DEVELOPER FEE REFUND	\$255.00
BETH & PATRICIA SKILLIN						Total Check Amount: \$255.00
185254	CLAY & LYNN SMITH	09/04/2020	30129	840000000	DEVELOPER FEE REFUND	\$126.00
CLAY & LYNN SMITH						Total Check Amount: \$126.00
185255	SOUPLANTATION	09/04/2020	30251	840000000	DEVELOPER FEE REFUND	\$29.00
SOUPLANTATION						Total Check Amount: \$29.00
185256	RICHARD & THERESA SPINK	09/04/2020	30147	840000000	DEVELOPER FEE REFUND	\$268.00
RICHARD & THERESA SPINK						Total Check Amount: \$268.00
185257	BRIAN SUPPLEE	09/04/2020	30226	840000000	DEVELOPER FEE REFUND	\$71.08
BRIAN SUPPLEE						Total Check Amount: \$71.08
185258	TE ROBERTS, INC.	09/04/2020	29890	510707467	EAGLEHLLS WTR IMP PP2	\$431,369.35
TE ROBERTS, INC.						Total Check Amount: \$431,369.35
185259	TREECO ARBORIST, INC.	09/04/2020	3838	110515144	TOP SOIL	\$48.71
TREECO ARBORIST, INC.						Total Check Amount: \$48.71
185260	TRICO REALITY	09/04/2020	30149	840000000	DEVELOPER FEE REFUND	\$948.26
TRICO REALITY						Total Check Amount: \$948.26
185261	ULINE	09/04/2020	23610	110212131	STORAGE CABINETS	\$2,011.38
ULINE						Total Check Amount: \$2,011.38
185262	UNIFIRST CORPORATION	09/04/2020	27988	110212131	PD LAUNDRY SVCS 8/10	\$24.08
		09/04/2020	27988	110212131	PD LAUNDRY SVCS 8/17	\$24.08
		09/04/2020	27988	110212131	PD LAUNDRY SVCS 8/24	\$24.08
UNIFIRST CORPORATION						Total Check Amount: \$72.24

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185263	JESUS VALENCIA	09/04/2020	30230	8400000000	DEVELOPER FEE REFUND	\$669.00
JESUS VALENCIA						Total Check Amount:
						\$669.00
185264	JACK VAN BEEK	09/04/2020	30144	8400000000	DEVELOPER FEE REFUND	\$284.00
JACK VAN BEEK						Total Check Amount:
						\$284.00
185265	FERNANDO VILLACANA	09/04/2020	30223	110222211	REIMB:OFFICE PHOTOS	\$45.19
FERNANDO VILLACANA						Total Check Amount:
						\$45.19
185266	BRIANNA WAGNER	09/04/2020	30224	4200000000	CLOSED WATER ACCOUNT	\$92.44
BRIANNA WAGNER						Total Check Amount:
						\$92.44
185267	STACEY WAIDLEY	09/04/2020	30213	110	REFUND DUE TO COVID19	\$464.00
STACEY WAIDLEY						Total Check Amount:
						\$464.00
185268	WALTERS WHOLESALE ELECTRIC	09/04/2020	1667	8400000000	DEVELOPER FEE REFUND	\$163.00
WALTERS WHOLESALE ELECTRIC						Total Check Amount:
						\$163.00
185269	LIXIN WANG	09/04/2020	30153	8400000000	DEVELOPER FEE REFUND	\$58.70
LIXIN WANG						Total Check Amount:
						\$58.70
185270	CHARLES WEST	09/04/2020	30237	8400000000	DEVELOPER FEE REFUND	\$373.75
CHARLES WEST						Total Check Amount:
						\$373.75
185271	WESTERN AUDIO VISUAL	09/04/2020	24433	475141471	2U 14-BAY VIDEOSERVER	\$24,718.05
WESTERN AUDIO VISUAL						Total Check Amount:
						\$24,718.05
185272	GLORIA WITHERINGTON	09/04/2020	30123	8400000000	DEVELOPER FEE REFUND	\$622.00
GLORIA WITHERINGTON						Total Check Amount:
						\$622.00
185273	SAM WU	09/04/2020	30248	8400000000	DEVELOPER FEE REFUND	\$4.00
SAM WU						Total Check Amount:
						\$4.00
185274	LENARD & SHARYL WYANT	09/04/2020	30245	8400000000	DEVELOPER FEE REFUND	\$305.00
LENARD & SHARYL WYANT						Total Check Amount:
						\$305.00
185275	RAMON XU	09/04/2020	30121	8400000000	DEVELOPER FEE REFUND	\$557.75
RAMON XU						Total Check Amount:
						\$557.75
185276	DAN YOUNG	09/04/2020	26373	8400000000	DEVELOPER FEE REFUND	\$17.70
DAN YOUNG						Total Check Amount:
						\$17.70
185277	KAIFANG ZHAO	09/04/2020	30142	8400000000	DEVELOPER FEE REFUND	\$550.00
KAIFANG ZHAO						Total Check Amount:
						\$550.00
						Check Subtotal
						\$723,668.12
V42313	ADMINISTRATIVE & PROF	09/04/2020	3344	110	DED:4010 APEA MEMBR	\$492.00
ADMINISTRATIVE & PROF						Total Check Amount:
						\$492.00
V42314	THE ADVANTAGE GROUP	09/04/2020	24539	110	DED:808C FSA UR MED	\$4,844.66
		09/04/2020	24539	110	DED:808B FSA DEPCAR	\$2,028.91
THE ADVANTAGE GROUP						Total Check Amount:
						\$6,873.57
V42315	A-LINE INC	09/04/2020	24598	110515121	CRANE RENTAL	\$1,260.00
A-LINE INC						Total Check Amount:
						\$1,260.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42316	AVCOGAS PROPANE SALES & SERVICES	09/04/2020	22047	480515161	PROPANE 317.4 GALS	\$626.14
		09/04/2020	22047	480515161	PROPANE 633.5 GALS	\$1,222.15
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$1,848.29
V42317	BPSEA MEMORIAL FOUNDATION	09/04/2020	14990	110	DED:4050 MEMORIAL	\$192.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$192.00
V42318	BREA CITY EMPLOYEES ASSOCIATION	09/04/2020	3236	110	DED:4005 BCEA MEMBR	\$560.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$560.00
V42319	BREA DISPOSAL, INC	09/04/2020	3330	440515122	JUL 2020 RES TONNAGE	\$82,483.20
BREA DISPOSAL, INC					Total Check Amount:	\$82,483.20
V42320	BREA FIREFIGHTERS ASSOCIATION	09/04/2020	3237	110	DED:4016 ASSOC MEMB	\$2,824.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$2,824.50
V42321	BREA POLICE ASSOCIATION	09/04/2020	3769	110	DED:4030 BPA REG	\$3,300.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,300.00
V42322	BREA POLICE ATHLETIC LEAGUE	09/04/2020	1068	110	DED:5010 B.P.A.L.	\$137.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$137.50
V42323	BREA POLICE MANAGEMENT ASSOCIATION	09/04/2020	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$195.00
V42324	BREA/ORANGE COUNTY PLUMBING	09/04/2020	3781	490515151	YARD WTRHEATER REPAIR	\$1,572.32
		09/04/2020	3781	490515151	50-GAL WTR HEATER FS3	\$1,405.14
		09/04/2020	3781	490515151	REPAIR FL3 WATER LEAK	\$2,576.51
		09/04/2020	3781	490515151	MAIN LINE STOPPAGE	\$407.00
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$5,960.97
V42325	C. WELLS PIPELINE MATERIALS INC	09/04/2020	13055	420515131	PLUMBING SUPPLIES	\$730.47
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$730.47
V42326	CALIFORNIA RETROFIT, INC	09/04/2020	4447	360515145	PARKING LOT BALLAST	\$220.89
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$220.89
V42327	CANNINGS ACE HARDWARE	09/04/2020	15828	110515125	DUSTER FOR LIGHTS	\$31.13
CANNINGS ACE HARDWARE					Total Check Amount:	\$31.13
V42328	CDCE INCORPORATED	09/04/2020	19356	110212121	INSTALL TABLETS:PDVEH	\$2,125.00
CDCE INCORPORATED					Total Check Amount:	\$2,125.00
V42329	CENTRALSQUARE TECHNOLOGIES, LLC	09/04/2020	29643	475141471	20/21 SOFTWARE MNT	\$12,848.21
CENTRALSQUARE TECHNOLOGIES, LLC					Total Check Amount:	\$12,848.21
V42330	CIGNA BEHAVIORAL HEALTH, INC.	09/04/2020	26628	110141481	EAP SVCS SEPT 2020	\$850.84
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$850.84
V42331	CORE & MAIN LP	09/04/2020	27049	420515131	WATER METER + ENCODER	\$3,811.67
		09/04/2020	27049	420515131	WATER METER ENCODERS	\$6,388.10
		09/04/2020	27049	420515131	WATER METERS+ENCODERS	\$6,078.52

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CORE & MAIN LP					Total Check Amount:	\$16,278.29
V42332	DANIELS TIRE SERVICE	09/04/2020	3133	480515161	TIRES	\$2,006.41
DANIELS TIRE SERVICE					Total Check Amount:	\$2,006.41
V42333	DF POLYGRAPH	09/04/2020	22010	110141481	POLYGRAPH EXAM AUG20	\$175.00
DF POLYGRAPH					Total Check Amount:	\$175.00
V42334	DISPLAY APPEAL	09/04/2020	2287	480515161	DECALS	\$226.28
DISPLAY APPEAL					Total Check Amount:	\$226.28
V42335	ENGIE SERVICES U.S., INC.	09/04/2020	25707	490515151	MV FEES YR4 FY 20/21	\$5,856.00
ENGIE SERVICES U.S., INC.					Total Check Amount:	\$5,856.00
V42336	ENTENMANN ROVIN COMPANY	09/04/2020	3457	110212111	BDGES/FLTBDGE WALLETS	\$395.71
		09/04/2020	3457	110212111	P.D. BADGES (5)	\$350.10
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$745.81
V42337	FACILITY BUILDERS & ERECTORS, INC	09/04/2020	23559	130404546	WAR MEMORIAL PAVERS	\$4,992.00
FACILITY BUILDERS & ERECTORS, INC					Total Check Amount:	\$4,992.00
V42338	FIX AUTO LA HABRA	09/04/2020	28720	480515161	VEHICLE BODY REPAIR	\$2,901.19
FIX AUTO LA HABRA					Total Check Amount:	\$2,901.19
V42339	FUSCOE ENGINEERING, INC.	09/04/2020	18052	840141412	WQMP AVALON	\$561.00
		09/04/2020	18052	840141412	WQMP 109 LILAC LANE	\$860.00
		09/04/2020	18052	840141412	WQMP 201 BERRY	\$495.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$1,916.00
V42340	DON GOLDEN	09/04/2020	10729	110323242	INSP SVCS 8/13-8/26	\$187.50
		09/04/2020	10729	110000000	INSP SVCS 8/13-8/26	(\$6,098.75)
		09/04/2020	10729	840323241	INSP SVCS 8/13-8/26	\$17,255.00
DON GOLDEN					Total Check Amount:	\$11,343.75
V42341	GRAINGER	09/04/2020	13634	490515151	EXHAUST FAN	\$632.30
		09/04/2020	13634	480515161	RETURN SWIVEL CHAIR	(\$359.54)
		09/04/2020	13634	490515151	RECL TO PROPER ACCT	(\$21.74)
		09/04/2020	13634	480515161	V40333 SAFETY SIGNS	\$21.74
		09/04/2020	13634	480515161	SANDING DISCS	\$45.79
		09/04/2020	13634	480515161	SWIVEL VISE	\$359.54
GRAINGER					Total Check Amount:	\$678.09
V42342	HERITAGE BUSINESS FORMS, INC.	09/04/2020	19609	110212131	PRKNG CITATIONS/FORMS	\$2,823.50
HERITAGE BUSINESS FORMS, INC.					Total Check Amount:	\$2,823.50
V42343	HITECH SOFTWARE INC	09/04/2020	19937	110515125	CARCOUNT SYST MNT AUG	\$1,345.00
HITECH SOFTWARE INC					Total Check Amount:	\$1,345.00
V42344	IMPERIAL SPRINKLER SUPPLY	09/04/2020	24260	110515141	IRRIGATION PARTS	\$878.97
		09/04/2020	24260	110515144	IRRIGATION PARTS	\$263.93
		09/04/2020	24260	360515145	IRRIGATION PARTS	\$167.07

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42344	IMPERIAL SPRINKLER SUPPLY	09/04/2020	24260	110515148	IRRIGATION PARTS	\$81.06
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$1,391.03
V42345	L.N. CURTIS & SONS	09/04/2020	1053	110212131	VEST CARRIER	\$90.51
		09/04/2020	1053	110212131	VEST PANELS	\$599.09
L.N. CURTIS & SONS					Total Check Amount:	\$689.60
V42346	LEHR	09/04/2020	26035	480515161	CONSOLE	\$262.48
		09/04/2020	26035	480515161	SPOT LIGHT	\$219.73
LEHR					Total Check Amount:	\$482.21
V42347	MAKE IT "PERSONAL"	09/04/2020	19203	110212111	NAME PLATE	\$15.66
MAKE IT "PERSONAL"					Total Check Amount:	\$15.66
V42348	NAGASAKI & ASSOCIATES	09/04/2020	17451	510707946	APPRAISAL REPORT	\$5,000.00
NAGASAKI & ASSOCIATES					Total Check Amount:	\$5,000.00
V42349	ONWARD ENGINEERING	09/04/2020	22106	110000000	INSP SVCS JULY 2020	(\$1,758.50)
		09/04/2020	22106	510707251	INSP SVCS JULY 2020	\$3,005.00
		09/04/2020	22106	510707609	INSP SVCS JULY 2020	\$3,685.00
		09/04/2020	22106	840515171	INSP SVCS JULY 2020	\$8,576.00
		09/04/2020	22106	110515171	INSP SVCS JULY 2020	\$6,360.00
ONWARD ENGINEERING					Total Check Amount:	\$19,867.50
V42350	ORANGE COUNTY UNITED WAY	09/04/2020	3451	110	DED:5005 UNITED WAY	\$7.31
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$7.31
V42351	PARACLETE FIRE AND SAFETY, INC.	09/04/2020	17760	490515151	OUTSIDE BLDG TEST	\$2,630.03
		09/04/2020	17760	490515151	VEHICLE FIRE EXT SVC	\$656.84
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$3,286.87
V42352	PLUMBERS DEPOT INC.	09/04/2020	14542	430515123	SEWER LINE PIPE PLUG	\$226.99
		09/04/2020	14542	430515123	CCTV TRUCK CONTROLLER	\$259.76
PLUMBERS DEPOT INC.					Total Check Amount:	\$486.75
V42353	RCS INVESTIGATIONS & CONSULTING LLC	09/04/2020	22534	110212111	BCKGRND INVESTIGATION	\$1,550.00
RCS INVESTIGATIONS & CONSULTING LLC					Total Check Amount:	\$1,550.00
V42354	RICHARDS, WATSON & GERSHON	09/04/2020	8978	420141421	0182 WTR RATES MAR20	\$3,535.93
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$3,535.93
V42355	SIERRA-CEDAR, INC	09/04/2020	23086	950000000	ILJAOC CONSULT APR20	\$10,125.00
SIERRA-CEDAR, INC					Total Check Amount:	\$10,125.00
V42356	SO CAL LAND MAINTENANCE, INC.	09/04/2020	26009	110515141	PARKS MOWING JUL20	\$6,231.29
		09/04/2020	26009	360515145	PARKS MOWING JUL20	\$88.61
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$6,319.90
V42357	SO. CALIFORNIA FLEET SVCS. INC	09/04/2020	27570	480515161	ECM REPAIR	\$4,978.86
SO. CALIFORNIA FLEET SVCS. INC					Total Check Amount:	\$4,978.86
V42358	SOUTH COAST EMERGENCY VEHICLE	09/04/2020	18619	480515161	PUMP SHIFT LEVER	\$114.90

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V42358	SVC	09/04/2020	18619	480515161	PUMP VALVE KIT	\$156.88
SOUTH COAST EMERGENCY VEHICLE SVC						Total Check Amount: \$271.78
V42359	SPECTRUM GAS PRODUCTS, INC.	09/04/2020	16060	174222222	OXYGEN	\$53.00
SPECTRUM GAS PRODUCTS, INC.						Total Check Amount: \$53.00
V42360	TECHNIGLOVE INTERNATIONAL INC	09/04/2020	17691	110212131	GLOVES	\$1,210.99
TECHNIGLOVE INTERNATIONAL INC						Total Check Amount: \$1,210.99
V42361	TERRY'S TESTING, INC.	09/04/2020	9217	110515143	BACKFLOW REPAIR/TEST	\$55.00
		09/04/2020	9217	345515112	BACKFLOW REPAIR/TEST	\$285.00
TERRY'S TESTING, INC.						Total Check Amount: \$340.00
V42362	TRINITY SOUND COMPANY	09/04/2020	11364	110404542	CONCERTS AUDIO 090220	\$1,242.50
		09/04/2020	11364	110404542	CONCERTS AUDIO 082620	\$1,242.50
TRINITY SOUND COMPANY						Total Check Amount: \$2,485.00
V42363	TROPICAL PLAZA NURSERY, INC	09/04/2020	2062	347515112	IRRIGATION REPAIR	\$346.60
		09/04/2020	2062	341515112	IRRIGATION REPAIR	\$475.41
		09/04/2020	2062	346515112	IRRIGATION REPAIR	\$198.18
		09/04/2020	2062	346515112	TREE REMOVAL	\$200.00
		09/04/2020	2062	346515112	IRRIGATION REPAIRS	\$1,260.39
		09/04/2020	2062	346515112	REMOVE BRANCH:DRIFTWD	\$150.00
		09/04/2020	2062	347515112	REMOVE BRANCH @ MD7	\$300.00
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$2,930.58
V42364	UNITED ROTARY BRUSH CORPORATION	09/04/2020	16649	480515161	SWEEPER BROOM	\$123.74
UNITED ROTARY BRUSH CORPORATION						Total Check Amount: \$123.74
V42365	WALTERS WHOLESALE ELECTRIC	09/04/2020	1667	110515121	PIPE FOR ST LT REPAIR	\$3.47
		09/04/2020	1667	110515125	GROUND LIGHT LAMPS	\$19.79
WALTERS WHOLESALE ELECTRIC						Total Check Amount: \$23.26
V42366	WEST COAST ARBORISTS, INC.	09/04/2020	1556	346515112	TREE REMOVAL7/16-7/31	\$630.90
WEST COAST ARBORISTS, INC.						Total Check Amount: \$630.90
V42367	WESTERN GOLF PROPERTIES, LLC	09/04/2020	29071	840000000	DEVELOPER FEE REFUND	\$21.50
WESTERN GOLF PROPERTIES, LLC						Total Check Amount: \$21.50
V42368	WILLDAN ENGINEERING	09/04/2020	12445	110515171	PLAN CHECK SVCS JUL20	\$2,086.00
WILLDAN ENGINEERING						Total Check Amount: \$2,086.00
V42369	ZUMAR INDUSTRIES, INC.	09/04/2020	3802	510707702	CROSSWALK SIGNS	\$2,380.76
ZUMAR INDUSTRIES, INC.						Total Check Amount: \$2,380.76
Voucher Subtotal						\$244,515.02
W21003	THE BANK OF NEW YORK MELLON	08/31/2020	16062	880	DOWNTWN CDF DEBT 09/01/20	\$224,341.20
THE BANK OF NEW YORK MELLON						Total Check Amount: \$224,341.20

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
W21004	THE BANK OF NEW YORK MELLON	08/31/2020	16062	875	BREA PLAZA CFD 09/01/20	\$349,774.35
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$349,774.35
Wire Subtotal						\$574,115.55
TOTAL						\$1,542,298.69

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185278	BOOS DEVELOPMENT	09/11/2020	29743	840000000	DEVELOPER FEE REFUND	\$71.49
BOOS DEVELOPMENT					Total Check Amount:	\$71.49
185279	BUSINESS CARD	09/11/2020	18749	110141481	BSCARD HR 082320	\$83.20
		09/11/2020	18749	470141483	ADJ BSCARD HR 062320	\$420.13
		09/11/2020	18749	110212111	BSCARD PD TRNG 082320	\$696.38
		09/11/2020	18749	950000000	ILJAO BSCARD MJ 0820	\$1,402.84
		09/11/2020	18749	110212111	BSCARD PD 082320	\$2,306.15
		09/11/2020	18749	110222223	BSCARD FIRE 082320	\$57.95
		09/11/2020	18749	911515151	BSCARD WATER 082320	\$3.10
		09/11/2020	18749	110141481	ADJ BSCARD HR 062320	(\$420.13)
		09/11/2020	18749	420515131	BSCARD WATER 082320	\$366.17
		09/11/2020	18749	911515131	BSCARD WATER 082320	\$121.02
BUSINESS CARD					Total Check Amount:	\$5,036.81
185280	CALIFORNIA YELLOW CAB	09/11/2020	24712	110404525	SR CTR TAXI RIDES AUG	\$36.00
CALIFORNIA YELLOW CAB					Total Check Amount:	\$36.00
185281	MICHAEL CAPILI	09/11/2020	21356	110000000	CITATION REFUND	\$29.00
MICHAEL CAPILI					Total Check Amount:	\$29.00
185282	CCS FACILITY SERVICES	09/11/2020	29641	911515151	SANITIZE FIRE TRUCKS	\$360.00
CCS FACILITY SERVICES					Total Check Amount:	\$360.00
185283	CHARTER COMMUNICATIONS	09/11/2020	29127	830	EXCAVATION DEP REFUND	\$2,000.00
CHARTER COMMUNICATIONS					Total Check Amount:	\$2,000.00
185284	CITY OF FULLERTON	09/11/2020	12001	110212134	SWAT TRNG FAC RENTAL	\$198.83
CITY OF FULLERTON					Total Check Amount:	\$198.83
185285	CLA-VAL CO.	09/11/2020	15266	420515131	CLA-VALVE MAINTENANCE	\$4,725.23
CLA-VAL CO.					Total Check Amount:	\$4,725.23
185286	KENNETH JASON CLEMENTS	09/11/2020	30257	110000000	ENCROACHMENT REFUND	\$780.50
KENNETH JASON CLEMENTS					Total Check Amount:	\$780.50
185287	COMMERCIAL TRANSPORTATION SVC, INC.	09/11/2020	29573	420515131	CDL CLASS A TRNG	\$3,385.42
		09/11/2020	29573	110515141	CDL CLASS A TRNG	\$6,770.84
COMMERCIAL TRANSPORTATION SVC, INC.					Total Check Amount:	\$10,156.26
185288	DFS FLOORING	09/11/2020	16712	490515151	DEEP CLEAN CARPETS	\$4,900.00
DFS FLOORING					Total Check Amount:	\$4,900.00
185289	MAGGIE DOWNS	09/11/2020	29860	110	REFUND DUE TO COVID19	\$18.00
MAGGIE DOWNS					Total Check Amount:	\$18.00
185290	SOUTHERN CALIFORNIA EDISON	09/11/2020	3343	110515141	ELECTRICITY AUG-SEP20	\$88.97
		09/11/2020	3343	110515121	ELECTRICITY AUG-SEP20	\$12,320.98
		09/11/2020	3343	490515151	ELECTRICITY AUG-SEP20	\$1,787.75
		09/11/2020	3343	420515131	ELECTRICITY AUG-SEP20	\$51,971.14

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
185290	SOUTHERN CALIFORNIA EDISON	09/11/2020	3343	110515125	ELECTRICITY AUG-SEP20	\$8,586.69
		09/11/2020	3343	430515123	ELECTRICITY AUG-SEP20	\$767.74
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$75,523.27
185291	EMPIRE MEDIA PRODUCTIONS	09/11/2020	26276	110404542	CONCERT VIDEO 8/26	\$450.00
EMPIRE MEDIA PRODUCTIONS					Total Check Amount:	\$450.00
185292	ERIC W. GRUVER PHD	09/11/2020	7856	110141481	PRE-EMPL EVALUATION	\$425.00
ERIC W. GRUVER PHD					Total Check Amount:	\$425.00
185293	DEBBIE GONZALEZ	09/11/2020	14032	110	REFUND DUE TO COVID19	\$200.00
DEBBIE GONZALEZ					Total Check Amount:	\$200.00
185294	KAREN KENNEDY	09/11/2020	30258	840000000	DEVELOPER FEE REFUND	\$47.00
KAREN KENNEDY					Total Check Amount:	\$47.00
185295	BRIAN LEE	09/11/2020	26259	110	REFUND DUE TO COVID19	\$30.00
BRIAN LEE					Total Check Amount:	\$30.00
185296	BYRON LEE	09/11/2020	25638	110	REFUND DUE TO COVID19	\$30.00
BYRON LEE					Total Check Amount:	\$30.00
185297	LIFE-ASSIST, INC.	09/11/2020	10530	174222222	PM SUPPLIES FS #3	\$573.01
		09/11/2020	10530	174222222	PM SUPPLIES FS #2	\$1,579.44
LIFE-ASSIST, INC.					Total Check Amount:	\$2,152.45
185298	MCPEEK'S DODGE OF ANAHEIM	09/11/2020	22049	480515161	VEHICLE KEYFOB	\$276.62
MCPEEK'S DODGE OF ANAHEIM					Total Check Amount:	\$276.62
185299	MS CONSTRUCTION	09/11/2020	27543	290323215	CDBG:686 FOREST LAKE	\$18,430.00
MS CONSTRUCTION					Total Check Amount:	\$18,430.00
185300	OFFICE DEPOT, INC	09/11/2020	4743	110222211	OFFICE SUPPLIES	\$37.68
		09/11/2020	4743	110404311	OFFICE SUPPLIES	\$51.24
OFFICE DEPOT, INC					Total Check Amount:	\$88.92
185301	ORANGE COUNTY STRIPING SERVICE	09/11/2020	10223	110515121	RESTRIPING:VALENCIA	\$1,834.68
ORANGE COUNTY STRIPING SERVICE					Total Check Amount:	\$1,834.68
185302	KRISTINE PASSALACQUA	09/11/2020	30260	110	REFUND DUE TO COVID19	\$500.00
KRISTINE PASSALACQUA					Total Check Amount:	\$500.00
185303	RHONDA PAYNE	09/11/2020	30256	110	REFUND DUE TO COVID19	\$90.00
RHONDA PAYNE					Total Check Amount:	\$90.00
185304	JORGE RAMOS AND/OR DALENA PINUELES	09/11/2020	30170	420000000	CLOSED WATER ACCOUNT	\$95.17
JORGE RAMOS AND/OR DALENA PINUELES					Total Check Amount:	\$95.17
185305	VICKI RIZZARDINI	09/11/2020	30179	110	REFUND DUE TO COVID19	\$90.00
VICKI RIZZARDINI					Total Check Amount:	\$90.00
185306	SHAW INDUSTRIES, INC	09/11/2020	22730	490515151	EXTRA CARPET FL3 CCC	\$2,097.94
SHAW INDUSTRIES, INC					Total Check Amount:	\$2,097.94
185307	SOUTHERN CALIFORNIA NEWS GROUP	09/11/2020	26287	84032323E	BREA PLZ SCOPING MTG	\$157.60

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SOUTHERN CALIFORNIA NEWS GROUP					Total Check Amount:	\$157.60
185308	KEIKO TANABE	09/11/2020	22914	110404541	PLEIN AIR WC WORKSHOP	\$1,111.50
KEIKO TANABE					Total Check Amount:	\$1,111.50
185309	U.S. BANK	09/11/2020	18378	110000000	DUPL PYMT - PERMIT	\$25.00
U.S. BANK					Total Check Amount:	\$25.00
185310	US AIR CONDITIONING DISTRIBUTORS	09/11/2020	16092	490515151	HVAC MOTOR	\$304.38
US AIR CONDITIONING DISTRIBUTORS					Total Check Amount:	\$304.38
185311	WESTRUX INTERNATIONAL	09/11/2020	25302	480515161	TURBO SENSOR REPAIR	\$1,366.23
WESTRUX INTERNATIONAL					Total Check Amount:	\$1,366.23
Check Subtotal						\$133,637.88
V42370	ALTA LANGUAGE SERVICES, INC	09/11/2020	25953	110141481	LISTEN/SPEAKING TEST	\$66.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$66.00
V42371	ALTERNATIVE HOSE, INC.	09/11/2020	18488	480515161	HOSES	\$190.57
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$190.57
V42372	THE BANK OF NEW YORK MELLON	09/11/2020	16062	420141431	2014 WTR REV 20/21	\$2,385.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$2,385.00
V42373	BEST LAWN MOWER SERVICE	09/11/2020	16230	480515161	SPARK PLUGS	\$19.49
		09/11/2020	16230	480515161	CHAINS	\$55.05
BEST LAWN MOWER SERVICE					Total Check Amount:	\$74.54
V42374	BILL'S AUTO UPHOLSTERY	09/11/2020	10510	480515161	DOOR PANEL REPAIR	\$715.00
BILL'S AUTO UPHOLSTERY					Total Check Amount:	\$715.00
V42375	BREA/ORANGE COUNTY PLUMBING	09/11/2020	3781	490515151	FS1 MN LINE STOPPAGE	\$465.00
		09/11/2020	3781	490515151	TINY TOTS RR REPAIR	\$290.45
		09/11/2020	3781	490515151	BACKFLOW REPLACEMENT	\$4,100.00
		09/11/2020	3781	490515151	SC MAIN LINE STOPPAGE	\$495.00
		09/11/2020	3781	490515151	FS1 RR REPLACEMENT	\$405.74
		09/11/2020	3781	490515151	SC KITCHEN REMODEL	\$1,508.95
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$7,265.14
V42376	BUTLER CHEMICALS, INC.	09/11/2020	6515	490515151	SR CTR DW SVC AUG20	\$167.01
BUTLER CHEMICALS, INC.					Total Check Amount:	\$167.01
V42377	CALIFORNIA DOMESTIC WATER CO	09/11/2020	3388	420515131	TOMLNSON ASSMNT AUG20	\$4,324.00
		09/11/2020	3388	420515131	WTR CONSUMPTION AUG20	\$608,908.66
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$613,232.66
V42378	CALIFORNIA RETROFIT, INC	09/11/2020	4447	490515151	LAMP RECYCLING FEES	\$362.36
CALIFORNIA RETROFIT, INC					Total Check Amount:	\$362.36
V42379	RYAN COOPER	09/11/2020	25532	110212111	TRAINING MILEAGE	\$10.01
RYAN COOPER					Total Check Amount:	\$10.01
V42380	CORE & MAIN LP	09/11/2020	27049	420515131	WATER	\$9,117.78

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V42380	CORE & MAIN LP				METERS+ENCODERS	
		09/11/2020	27049	420515131	WATER METER + ENCODER	\$3,811.67
		09/11/2020	27049	420515131	WATER METER ENCODERS	\$9,458.58
CORE & MAIN LP					Total Check Amount:	\$22,388.03
V42381	DANIELS TIRE SERVICE	09/11/2020	3133	480515161	TIRES	\$453.43
DANIELS TIRE SERVICE					Total Check Amount:	\$453.43
V42382	DENNIS GRUBB & ASSOCIATES, LLC.	09/11/2020	25568	110000000	PLAN CHK OVERHEAD	(\$9.00)
		09/11/2020	25568	84022223P	PLAN CHK SVCS REXFORD	\$119.00
DENNIS GRUBB & ASSOCIATES, LLC.					Total Check Amount:	\$110.00
V42383	E.J. WARD INC	09/11/2020	11309	480515161	TERMINAL REPAIR	\$1,606.46
E.J. WARD INC					Total Check Amount:	\$1,606.46
V42384	ELLIOT AUTO SUPPLY CO., INC.	09/11/2020	3504	480515161	ENGINE MOUNTS	\$247.79
ELLIOT AUTO SUPPLY CO., INC.					Total Check Amount:	\$247.79
V42385	EQUIPMENT DIRECT INC	09/11/2020	4522	911515151	COVID19 SANITIZER	\$605.82
EQUIPMENT DIRECT INC					Total Check Amount:	\$605.82
V42386	FIX AUTO LA HABRA	09/11/2020	28720	480515161	BODY REPAIR	\$897.63
FIX AUTO LA HABRA					Total Check Amount:	\$897.63
V42387	FLEET SERVICES	09/11/2020	5658	480515161	AIR DRYER	\$236.11
FLEET SERVICES					Total Check Amount:	\$236.11
V42388	GLASBY MAINTENANCE SUPPLY CO	09/11/2020	6802	911515151	COVID19 WIPE BUCKETS	\$80.81
GLASBY MAINTENANCE SUPPLY CO					Total Check Amount:	\$80.81
V42389	GUARANTEED JANITORIAL SERVICES, INC	09/11/2020	28695	110515125	AUG20 JAN SVCS:DT	\$2,560.39
		09/11/2020	28695	490515151	AUG20 JAN SVCS:YARD	\$1,153.47
		09/11/2020	28695	490515151	DAY PORTERS:BCC	\$3,965.67
		09/11/2020	28695	490515151	AUG20 JAN SVCS:CCC	\$10,019.14
		09/11/2020	28695	490515151	AUG20 JAN SVCS:SR CTR	\$2,436.25
		09/11/2020	28695	490515151	AUG20 JAN SVCS:BCC	\$4,112.14
		09/11/2020	28695	490515151	DAY PORTERS:CCC	\$5,000.00
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$29,247.06
V42390	HOUSING PROGRAMS	09/11/2020	26542	290323215	HSG REHAB JUL/AUG20	\$3,050.00
HOUSING PROGRAMS					Total Check Amount:	\$3,050.00
V42391	INTELESYSONE, INC.	09/11/2020	28212	475141471	SHORECARE MNT 20/21	\$818.00
		09/11/2020	28212	475141471	SIP TRUNK SW LICENSE	\$1,150.00
		09/11/2020	28212	475141471	INGATE SIPARATOR LIC	\$5,589.98
		09/11/2020	28212	475141471	SHORECARE SUPPORT	\$880.00
		09/11/2020	28212	475141471	SIP MIGRATION MGMT	\$3,000.00
		09/11/2020	28212	475141471	VIRTUAL SIP TRUNK LICENSE	\$4,370.00

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V42391	INTELESYSONE, INC.	09/11/2020	28212	475141471	VOICE SWITCH ST1D	\$4,125.63
		09/11/2020	28212	475141471	SIPTRNK/FAILOVR SETUP	\$4,397.00
INTELESYSONE, INC.					Total Check Amount:	\$24,330.61
V42392	LAE ASSOCIATES	09/11/2020	26670	510707460	CONST MGMT 3/16-7/31	\$4,545.03
		09/11/2020	26670	510707459	CONST MGMT 3/16-7/31	\$7,352.47
LAE ASSOCIATES					Total Check Amount:	\$11,897.50
V42393	RENEE F. LAVACOT	09/11/2020	6754	110	REFUND DUE TO COVID19	\$1,000.00
RENEE F. LAVACOT					Total Check Amount:	\$1,000.00
V42394	JULIE H. LEE	09/11/2020	29028	110404523	COUNSELING SVCS AUG20	\$3,150.00
JULIE H. LEE					Total Check Amount:	\$3,150.00
V42395	LIEBERT CASSIDY WHITMORE	09/11/2020	2489	470141483	PROF SVCS 00021 JUL20	\$1,041.00
		09/11/2020	2489	470141483	PROF SVCS 00001 JUL20	\$760.00
		09/11/2020	2489	470141483	PROF SVCS 00001 MAY20	\$1,064.00
		09/11/2020	2489	470141483	PROF SVCS 00022 JUL20	\$3,950.50
		09/11/2020	2489	470141483	PROF SVCS 00022 MAY20	\$959.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$7,774.50
V42396	LINCOLN AQUATICS	09/11/2020	17902	110404422	BULK ACID/CHLORINE	\$925.19
		09/11/2020	17902	490515152	LED LAMPS	\$826.65
		09/11/2020	17902	490515152	LED LIGHTING	\$3,857.69
LINCOLN AQUATICS					Total Check Amount:	\$5,609.53
V42397	LINEGEAR	09/11/2020	23894	174222222	BOOTS ZIPPER	\$32.21
LINEGEAR					Total Check Amount:	\$32.21
V42398	LOS ANGELES TRUCK CENTERS, LLC	09/11/2020	7300	480515161	HOOD SHOCK LIFT	\$235.91
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$235.91
V42399	MINER, LTD	09/11/2020	27173	490515151	FS3 APP BAY DOOR RPR	\$4,834.88
		09/11/2020	27173	490515151	BCC SO. SIDE DOOR RPR	\$827.86
		09/11/2020	27173	490515151	ROLLUP DOOR REPAIR	\$884.95
MINER, LTD					Total Check Amount:	\$6,547.69
V42400	NETSCOUT SYSTEMS INC.	09/11/2020	26292	475141471	20/21 HW MASTERCARE	\$3,887.21
NETSCOUT SYSTEMS INC.					Total Check Amount:	\$3,887.21
V42401	PACIFIC TELEMAGEMENT SERVICES	09/11/2020	19696	475141471	7147920398 SEPT 2020	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V42402	PLUMBING WHOLESALE OUTLET, INC.	09/11/2020	18392	490515151	PVC PIPE	\$52.80
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$52.80
V42403	QUADIENT LEASING USA, INC	09/11/2020	30262	110141441	MAILSYSTM LSE JUN-SEP	\$1,420.45
		09/11/2020	30262	110141441	MAILSYSTM LSE MAR-JUN	\$1,420.45
QUADIENT LEASING USA, INC					Total Check Amount:	\$2,840.90
V42404	RUSSELL SIGLER INC.	09/11/2020	21638	490515151	HVAC PARTS	\$239.99

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V42404	RUSSELL SIGLER INC.	09/11/2020	21638	490515151	SC HVAC PARTS	\$19.62
RUSSELL SIGLER INC.					Total Check Amount:	\$259.61
V42405	SC FUELS	09/11/2020	16654	480515161	UNL ETH 4379.1 GALS	\$12,754.39
SC FUELS					Total Check Amount:	\$12,754.39
V42406	SO CAL LAND MAINTENANCE, INC.	09/11/2020	26009	110515141	PARKS MOWING AUG 2020	\$6,231.29
		09/11/2020	26009	360515145	PARKS MOWING AUG 2020	\$88.61
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$6,319.90
V42407	STOTZ EQUIPMENT	09/11/2020	24388	480515161	BELTS	\$142.51
STOTZ EQUIPMENT					Total Check Amount:	\$142.51
V42408	TERRY'S TESTING, INC.	09/11/2020	9217	346515112	BACKFLOW TESTING	\$350.00
		09/11/2020	9217	347515112	BACKFLOW TESTING	\$70.00
		09/11/2020	9217	341515112	BACKFLOW TESTING	\$35.00
		09/11/2020	9217	345515112	BACKFLOW TESTING	\$140.00
		09/11/2020	9217	343515112	BACKFLOW TESTING	\$140.00
		09/11/2020	9217	465515149	BACKFLOW TESTING	\$35.00
TERRY'S TESTING, INC.					Total Check Amount:	\$770.00
V42409	TROPICAL PLAZA NURSERY, INC	09/11/2020	2062	110515141	OLINDA PARK MNT AUG20	\$2,631.27
		09/11/2020	2062	347515112	MD #7 LANDSCAPE AUG20	\$1,100.53
		09/11/2020	2062	420515131	CITY RESERVOIRS AUG20	\$1,421.84
		09/11/2020	2062	465515149	INFILL PLANTING @BHGC	\$4,718.00
		09/11/2020	2062	880515113	GATEWAY CTR MNT AUG20	\$1,265.61
		09/11/2020	2062	110515143	FACILTIES/MEDIANS AUG	\$13,304.53
		09/11/2020	2062	110515148	FACILTIES/MEDIANS AUG	\$5,602.04
		09/11/2020	2062	343515112	MD #3 LANDSCAPE AUG20	\$2,080.00
		09/11/2020	2062	110515141	OLINDA MSM MNT AUG20	\$575.55
		09/11/2020	2062	345515112	MD #5 LANDSCAPE AUG20	\$2,497.59
		09/11/2020	2062	341515112	MD#1 LANDSCAPE AUG20	\$1,225.96
		09/11/2020	2062	346515112	MD #6 LANDSCAPE AUG20	\$5,500.77
		09/11/2020	2062	361515148	FACILTIES/MEDIANS AUG	\$210.03
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$42,133.72
V42410	UNDERGROUND SERVICE ALERT/SC	09/11/2020	4537	420515131	UNDRGRND TCKTS JUN20	\$203.05
		09/11/2020	4537	420515131	DSB FEE 9/1/2020	\$90.78
		09/11/2020	4537	420515131	UNDRGRND TICKETS AUG20	\$221.20
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$515.03
V42411	UNITED ROTARY BRUSH CORPORATION	09/11/2020	16649	480515161	SWEEPER BROOM	\$123.74
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$123.74
V42412	WEST COAST ARBORISTS, INC.	09/11/2020	1556	110515142	TRIM/REMOVAL 8/1-8/15	\$7,170.06

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V42412	WEST COAST ARBORISTS, INC.	09/11/2020	1556	110515142	TREE REMOVALS 7/16-31	\$5,485.44
		09/11/2020	1556	110515142	TRIM/REMOVL 6/16-6/30	\$5,350.50
WEST COAST ARBORISTS, INC.					Total Check Amount:	\$18,006.00
V42413	WESTCOAST SHIRTWORKS, INC.	09/11/2020	22572	410515132	ENVIRONMENTAL SHIRTS	\$134.46
		09/11/2020	22572	420515131	ENVIRONMENTAL SHIRTS	\$134.46
		09/11/2020	22572	430515123	ENVIRONMENTAL SHIRTS	\$134.45
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$403.37
V42414	WESTERN GOLF PROPERTIES, LLC	09/11/2020	29071	465515149	BREA CREEK MGMT AUG20	\$51,350.00
		09/11/2020	29071	465000000	BIRCH HLLS TIPS AUG20	\$3,431.08
		09/11/2020	29071	465000000	BRCH HLLS S/TAX AUG20	\$3,081.72
		09/11/2020	29071	465515149	BIRCH HLLS MGMT AUG20	\$137,500.00
		09/11/2020	29071	465515149	BIRCH HILLS CGS AUG20	\$15,146.04
		09/11/2020	29071	465515149	BREA CREEK CGS AUG20	\$6,360.51
		09/11/2020	29071	465000000	BREA CRK S/TAX AUG20	\$865.08
WESTERN GOLF PROPERTIES, LLC					Total Check Amount:	\$217,734.43
Voucher Subtotal						\$1,049,987.99

TOTAL \$1,183,625.87