



# FINANCE COMMITTEE AGENDA

**Tuesday, October 13, 2020**  
**8:30 AM**

Executive Conference Room, Level Three  
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

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**MEMBERS:** Mayor Marty Simonoff and Council Member Cecilia Hupp  
**ALTERNATE:** Council Member Christine Marick

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee Meeting will be held on October 13, 2020 at 8:30 a.m. via Zoom and the public is welcome to participate. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or [arlenem@cityofbrea.net](mailto:arlenem@cityofbrea.net) no later than 12:00 p.m. on Monday, October 12, 2020 to obtain the Zoom Meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at [arlenem@cityofbrea.net](mailto:arlenem@cityofbrea.net) no later than 12:00 p.m. on Monday, October 12, 2020. Any comments received via email will be summarized aloud into the record at the meeting. To provide comments in person, the Executive Conference Room will be open to a limited number of members of the public in observance of social distancing guidelines. Masks are required.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821 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.

## CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

## CONSENT

2. **September 29, 2020 Finance Committee Regular Meeting Minutes** - Approve.

## DISCUSSION

3. **Additional Appropriation for Alley Rehabilitation Projects (Project Nos. 7319, 7320 and 7321)** - Adopt Resolution to appropriate an additional \$185,000 from the Measure M Fund (260) and increase construction contingency from 10% to 45%.

**NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.**

4. **Adopt Resolution Authorizing Submission of an Application to OCTA for Competitive M2 Funding under the Comprehensive Transportation Funding Program** - Adopt resolution approving the submittal of two applications to the Orange County Transportation Authority (OCTA) for funding under the competitive M2 Regional Capacity Program.
5. **Access Easement Agreements Between Santa 365, LLC & Antoine R. Gadpaille, Trustee of The David W. Ensminger Revocable Living Trust** - Approve Access Easement Agreement with Santa 365, LLC and approve Access Easement Agreement with Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust, Dated September 2, 2018.
6. **Budget Adjustments to the City Operating and Capital Improvement Program Budgets for Fiscal Year 2019-20** - Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2019-20 City Operating and Capital Improvement Program Budgets.
7. **Purchasing Activity Under Special City Council Authorization for Quarter Ending September 30, 2020** - Receive and file.
8. **Schedule Next Meeting:** Tuesday, October 27, 2020

cc: Mayor Pro Tem Steven Vargas  
Council Member Glenn Parker

**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)

City of Brea

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**FINANCE COMMITTEE COMMUNICATION**

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** September 29, 2020 Finance Committee Regular Meeting Minutes

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**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

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**Attachments**

09-29-20 Draft FC Meeting Minutes

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# DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, September 29, 2020**

**8:30 AM**

Executive Conference Room, Level Three  
and Via Zoom Meeting

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

## CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Marty Simonoff, Council Member Cecilia Hupp, Adam Hawley, Cindy Russell, Tony Olmos, Rudy Correa, Carrie Hernandez, Sean Matlock, Faith Madrazo, Will Wenz, Alicia Brenner, Jenn Colacion, and Anthony Godoy

OTHER ATTENDEES: Jim Fabian, Fieldman, Rolapp & Associates

1. **Matters from the Audience** — *None*

## CONSENT

2. **September 8, 2020 Finance Committee Regular Meeting Minutes** — *Approved*

## DISCUSSION

3. **Approve Amendment No. 1 to Bus Shelter Agreement with Clear Channel Outdoor, LLC for a Six-Month Pandemic Relief Plan** - *Recommended for City Council approval.*
4. **Gas Mask Purchase for the Police Department** - *Recommended for City Council approval.*
5. **Approve AB 2766/MSRC Local Government Partnership Program Contract ML 18100 and use of AB 2766 Discretionary and Subvention Funds** - *Recommended for City Council approval.*
6. **Supercharger Agreement between the City of Brea and Tesla** - *Recommended for City Council approval.*
7. **Professional Services Agreement (PSA) with Bucknam Infrastructure Group, Inc. for Biennial Pavement Management Plan Update and Inspection** - *Recommended for City Council approval.*
8. **Update on the Refunding of the 2014 Water Revenue Bonds – Oral Report** – *Administrative Services Director, Cindy Russell presented an overview of the proposed refunding including details of the bonds to be refunded, the proposed debt service structure and the proposed financing schedule. The Committee discussed item and requested the presentation include the upgraded bond rating of “AA+”.*

9. **Schedule Next Meeting:** October 13, 2020

Meeting adjourned: 8:36 AM

cc: Mayor Pro Tem Steven Vargas  
Council Member Glenn Parker

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** Additional Appropriation for Alley Rehabilitation Projects (Project Nos. 7319, 7320 and 7321)

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**RECOMMENDATION**

1. Adopt Resolution to appropriate an additional \$185,000 from the Measure M Fund (260); and
2. Increase construction contingency from 10% to 45%.

**BACKGROUND/DISCUSSION**

On July 7, 2020, the City Council awarded a construction contract to the R. J. Noble Company (Contractor) in the amount of \$458,507.50 and approved a construction contingency of \$45,850.75 for the Alley Rehabilitation Projects (Project Nos. 7319, 7320, and 7321). These projects will rehabilitate the alley west of Flower Avenue between Date Street and Imperial Highway (PN 7319); the alley west of Sycamore Avenue between Elm Street and Date Street (PN 7320); and the alley west of Walnut Avenue between Acacia Street and Fir Street (PN 7321), since the existing pavement has exceeded its service life and is in poor condition. The selection of these alleys was based on their rankings in accordance with the City's Pavement Management Plan (PMP) and were combined into a single project to benefit from economies of scale and save time in project administration.

The rehabilitation of the alleys began construction in September 2020 and was anticipated to be completed by October 2020. However, during construction, the Contractor encountered unforeseen conditions on the alley associated with PN 7320 that is resulting in significant delays and additional costs. The unforeseen conditions are related to shallow water service laterals which require hand digging, realignment of water services, and additional pipe fittings. Additionally, the Contractor encountered an 18" and 30" corrugated metal pipe (CMP) utilized for storm water just below the existing asphalt section.

After encountering the unforeseen conditions and the 30" CMP storm drain pipe. It was determined that due to the condition of the storm drain pipe, it is not salvageable. Thus, it is necessary to install a new reinforced concrete pipe (RCP) for storm water purposes and reroute the conflicting water services. These unforeseen conditions resulted in a complete halt of production for PN 7320 and an altering of the construction schedule to continue with work on the other two alleys to provide less disruption to the residents and reopen the other alleys sooner. At this time, the alley for PN 7319 has been completed.

With the need to remove and replace the storm drain pipe and the miscellaneous other items

to complete PN 7320, staff requested a cost proposal from the Contractor. The Contractor submitted a cost in the amount of \$313,960 to complete the necessary repairs. Staff feels the quote from Contractor is excessively high and is seeking other bids. To date, we have received a bid from another contractor for approximately \$110,000 and expect additional bids by next week. Concurrently, staff will continue negotiating with the Contractor to try to lower their bid to be more competitive. Having the R. J. Noble Company complete the work is still the preferred option since they're already onsite and will result in the least amount of delays.

However, staff can't proceed with expediting the work under either scenario without acquiring additional funding for the extra work. At this time, staff expects that the total amount needed to adequately pay for the extra work and project administration is \$185,000. Staff would typically bring forth a complete change order with final dollar amounts for City Council approval, but given the time sensitivity, we are requesting for funding ahead of time in order to proceed with the work immediately upon receiving an acceptable bid. All final accounting for this project including all the extra work will be provided as part of the final report to City Council that normally comes at the completion of a project.

In addition, since the project plans did not reasonably identify the utilities in question, staff worked with our contract design engineer to assess how the City could be made whole for the omission. As a result, it was found that the storm drain pipe was inadvertently overlooked due to the simple nature of the scope of the project. Consequently, the design engineer has agreed to pay for the premium up-charge for this storm drain change order by not including this work in the formal bid process by providing city with in-kind services.

Therefore, staff is requesting the City Council consider appropriating an additional \$185,000 to the project budget. The new anticipated project completion date is November 2020, weather permitting.

### **SUMMARY/FISCAL IMPACT**

The total approved budget for the Project was \$515,000 with funding coming from a combination of Measure M (\$165,000) and Gas Tax (\$350,000) funds. Staff is requesting the City Council consider an additional \$185,000 from Measure M Fund (260) which will be transferred from the Country Lane Street Improvements, CIP 7323 (CIP 7323). Staff identified CIP 7323 due to the engineering estimate received to be below the budgeted amount. This additional funding will cover the cost of current proposed change orders to date and any anticipated potential change order work. Therefore, a resolution appropriating the added funds from Measure M Fund (260) to the Project is attached for City Council consideration and approval. There is no General Fund impact from this action. The following table provides a breakdown of the construction, construction engineering, and project administration budget with the requested additional funds:

Project Expenditure	Approved Budget	Requested Funds	Total
Construction Contract	\$458,507.50	<b>\$0</b>	\$458,507.50
Contingency	\$45,850.75	<b>\$160,000.00</b>	\$205,850.75
Subtotal	\$504,358.25	<b>\$160,000.00</b>	\$664,358.25
Construction Engineering	\$28,248.00	<b>\$15,000.00</b>	\$53,248.00

Total	\$532,606.25	<b>\$185,000.00</b>	\$717,606.25
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The Project encountered unforeseen conditions including a shallow storm drain line and other unanticipated work that resulted in additional costs that exceeded the Project contingency and schedule delays. Therefore, staff is requesting the City Council consider increasing the Project contingency for change orders from 10% to 45% (\$205,850.75) and add \$185,000 to the Project budget.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

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

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

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**Attachments**

Reso

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## **RESOLUTION NO. 2020-XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2020-21 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET, DE-OBLIGATE MEASURE M FUNDS (FUND 260) FROM PROJECT 7323, COUNTRY LANE STREET REHABILITATION, AND APPROPRIATE ADDITIONAL FUNDS FROM MEASURE M FUND (260) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7320, THE ALLEY REHABILITATION WEST OF SYCAMORE BETWEEN ELM STREET AND DATE STREET**

### **A. RECITALS:**

(i) The City Council has determined that it is in the best interest of the City of Brea to de-obligate Measure M Funds (Fund 260) from Project 7323 and appropriate funds to the Capital Improvement Program Fund (510), for Project 7320 for the fiscal year 2020-21.

(ii) The Capital Improvement Program Budget, Resolution No. 2020-045, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

### **B. RESOLUTION:**

**NOW, THEREFORE,** be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2020-045, as heretofore amended, be further amended to:

1. De-obligate funding from the Measure M Fund (260) within the Capital Improvement Program Fund (510) for Project 7323, Country Lane Street Rehabilitation Project, by \$185,000; and

2. Appropriate \$185,000 from the Measure M Fund (220) to Capital Improvement Program Fund (510) for Project 7320, The Alley Rehabilitation West of Sycamore Between Elm Street and Date Street.

**APPROVED AND ADOPTED** this 20th day of October, 2020.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 20th day of October, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** Adopt Resolution Authorizing Submission of an Application to OCTA for Competitive M2 Funding under the Comprehensive Transportation Funding Program

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**RECOMMENDATION**

Adopt resolution approving the submittal of two applications to the Orange County Transportation Authority (OCTA) for funding under the competitive M2 Regional Capacity Program.

**BACKGROUND/DISCUSSION**

The Comprehensive Transportation Funding Programs (CTFP), administered by the OCTA, have been developed to help fund city improvement projects throughout Orange County. OCTA has issued the 2021 CTFP Call for Projects for funding under the Project O Regional Capacity Program (RCP). This call is to fund projects for a three-year period from FY 2021-22 through FY 2023-24.

Approximately \$22 million in the RCP will be available to provide funding for three individual program categories which provide improvements to the arterial street network: Arterial Capacity Enhancement (ACE); Intersection Capacity Enhancement (ICE); and Freeway Arterial/Streets Transition (FAST). The FAST category provides capital improvement funding for interchange improvements to Orange County freeways, including on-ramp, off-ramp, and arterial improvements. The RCP requires that all participating local agencies provide minimum matching funds of fifty percent (50%) for each project. The matching funds may be from local funds or in-kind services from local agency staff.

Timely and efficient use of funding is a critical success factor for the CTFP. As such, OCTA has established a two-step process for sequential funding. Step One, also known as the planning phase, includes funding requests for planning/environmental, design engineering and ROW engineering activities. Step Two, also known as the implementation phase, includes ROW engineering/acquisition and construction activities. Projects must complete the planning phase before an agency requests implementation phase funding during a call for projects.

The City of Brea completed a Transportation Improvement Nexus Program Study in 2011 which provided future transportation improvements based on the early 1990's Brea Area Traffic model for growth. This study listed several recommended projects. Of the recommended projects, staff has identified the following two projects to submit as primary

candidates for the use of RCP funds:

1. SR-90 at SR-57 Southbound On-Ramp Project No. 7306 under the FAST category; and
2. SR-90 at Kraemer Boulevard Intersection Improvements Project No. 7234 under the ICE category.

#### #1. SR-90 at SR-57 Southbound On-Ramp Project (FAST)

Currently, southbound freeway access from the Brea Mall utilizes dual left-turn lanes on both Randolph Avenue and State College Boulevard to send traffic onto eastbound Imperial Highway (SR-90). Once on Imperial Highway, this traffic must weave to the right and merge into a single lane near the Orange Freeway (SR-57) southbound on-ramp. This single lane with a short merging distance causes backup, weaving, illegal lane changes, and results in traffic delays. Potential expansion of the mall will increase these volumes and result in further delays.

The Project will widen the existing ramp from eastbound Imperial Highway to southbound SR-57 to provide a two-lane on-ramp. Widening to a two-lane entrance for the on-ramp will enhance vehicular traffic flow on Imperial Highway, reduce weave and merge maneuvers, and better accommodate the dual left-turn lanes traffic coming from the mall. It will also provide additional vehicular storage behind the ramp meter entering SR-57. Caltrans District 12 concurs with the proposed solution and supported the project with a letter to the City dated October 30, 2019.

The total estimated project cost for engineering, construction, and project management is \$2,700,000. Because of the required two-step process for sequential funding, Brea will only be requesting funds for the planning phase as part of the 2021 Call for Projects. Brea will request funding for the implementation phase during the next call for projects.

The amount of funding requested in this application from OCTA is \$300,000. Brea's portion of the cost, if approved, would be approximately \$150,000 to meet the 50 percent local match requirement. The total match includes engineering design and permitting as part of the planning phase of the project.

#### #2. SR-90 at Kraemer Boulevard Intersection Improvements Project (ICE)

Currently, the intersection of Imperial Highway at Kraemer Boulevard has two through northbound lanes and no right-turn lane in the west bound direction. The 2011 Traffic Nexus Study showed that adding an additional northbound through lane and adding a westbound right-turn lane would increase the level of service and maximize operational efficiency.

There are two parts to this intersection improvement project. First is to add an additional northbound through lane by widening Kraemer Boulevard on the east side of the street. The proposed northbound through lane would start south of the intersection and would connect with the third lane near Orbiter Street. The second part is to add an additional westbound right-turn lane by widening the north side of Imperial Highway east of Kraemer Boulevard.

The total estimated project cost for engineering, construction, and project management is \$3,115,000. Because of the required two-step process for sequential funding, Brea will only be requesting funds for the planning phase as part of the 2021 Call for

Projects. Brea will request funding for the implementation phase during the next call for projects.

The amount of funding requested in this application from OCTA is \$290,000. The City of Brea's portion of the cost, if approved, would be approximately \$72,500 to meet the 25 percent local match requirement. The total match includes engineering and design, environmental, and permitting as part of the planning phase of the project.

As part of the application requirements, resolutions must be approved by the Brea City Council authorizing submission of a grant application and supporting the project. As such, staff recommends adoption of the attached resolutions approving the submittal of the SR-90 at SR-57 Southbound On-Ramp Project and Imperial Highway at Kraemer Boulevard Intersection Improvements to OCTA for funding under the RCP.

### **SUMMARY/FISCAL IMPACT**

There is no cost at this time. The City will be required to provide local matching funds for this project application if it is approved for funding under the RCP. Those costs would be approximately \$150,000 for the SR-90 at SR-57 Southbound On-Ramp Project and approximately \$72,500 for the Imperial Highway at Kraemer Boulevard Intersection Improvements Project. The matching funds can be programmed for Fiscal Year 2021-22 and will come from Traffic Impact Fees.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

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

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

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### **Attachments**

Reso - Imperial & 57

Reso - Imperial & Kraemer

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## **RESOLUTION NO. 2020-###**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE SUBMITTAL OF AN IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM**

#### **A. RECITALS:**

- (i) The City of Brea desires to implement the transportation improvements listed below; and
- (ii) The City of Brea has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds; and
- (iii) The City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and
- (iv) The City of Brea will not use M2 funds to supplant Developer Fees or other commitments; and
- (v) The City/County must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and
- (vi) The City of Brea will provide a minimum of 50% in matching funds for the SR-57 SB On-Ramp at Imperial Highway project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and
- (vii) The Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and
- (viii) The City/County authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

#### **B. RESOLUTION:**

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

1. Hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in the improvement of the following location: SR-90 at SR-57 Southbound On-Ramp

**APPROVED AND ADOPTED** this 20th day of October, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

ATTEST:

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 20th day of October, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

DATE: \_\_\_\_\_

## **RESOLUTION NO. 2020-###**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE SUBMITTAL OF AN IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION PROGRAM**

#### **A. RECITALS:**

- (i) The City of Brea desires to implement the transportation improvements listed below; and
- (ii) The City of Brea has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds; and
- (iii) The City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and
- (iv) The City of Brea will not use M2 funds to supplant Developer Fees or other commitments; and
- (v) The City/County must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and
- (vi) The City of Brea will provide a minimum of 25% in matching funds for the Imperial Highway at Kraemer Boulevard Intersection Improvement project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines; and
- (vii) The Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and
- (viii) The City/County authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

#### **B. RESOLUTION:**

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

1. The City Council of the City of Brea hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Comprehensive Transportation Funding Programs. Said funds, if approved, shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in the improvement of the following location: Imperial Highway at Kraemer Boulevard.



**APPROVED AND ADOPTED** this 20th day of October, 2020.

\_\_\_\_\_  
Marty Simonoff, Mayor

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 20th day of October, 2020, by the following vote:

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

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

DATE: \_\_\_\_\_

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** Access Easement Agreements Between Santa 365, LLC & Antoine R. Gadpaille, Trustee of The David W. Ensminger Revocable Living Trust

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**RECOMMENDATION**

1. Approve Access Easement Agreement with Santa 365, LLC; and
2. Approve Access Easement Agreement with Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust, Dated September 2, 2018

**BACKGROUND/DISCUSSION**

City staff, as part of approved Capital Improvement Program Project No.7470, is working on the final design plans to upgrade existing Booster Station No. 3 located just off Carbon Canyon Road approximately one mile northeast of Olinda Village. The upgrades include replacement of electrical and mechanical equipment, as well as construction of an enclosure to house all of the new equipment including an electric generator.

As part of the project, an extensive review was conducted to determine if the City had sufficient property rights to allow access to the City-owned parcel for the proposed construction. Following the review and research of preliminary title reports and plotted easements, it was determined that the City-owned parcel did not have proper easements to either access or construct this project based on the current property rights. The review found that the City had a land-locked parcel for the facility without the proper access easement to maintain the pump station within the City-owned parcel (APN: 315-091-02). The review also found that the existing City parcel was not large enough to accommodate the proposed footprint for the project. As a result, it was determined that the proposed project would require a permanent access easement for ongoing maintenance and right of entry (ROE) rights to support the construction activities that cross over the two adjacent parcels – APNs 315-091-06 and 315-091-12 (Exhibit A).

An Access Easement Agreement was executed by both private property owners for the City's acquisition of permanent easement access and right of entry (ROE). The Agreement includes the acquisition of both the permanent and temporary rights (ROE) needed for the project (see Exhibit B).

The following is a summary of the Agreements:

1. Santa 365, LLC-APN: 315-091-02 (North Parcel):
  - Purchase Price: \$2,600.

- Acquisition of a 5,484 square foot Permanent Access Easement and an eight (8) month Right of Entry.
- The Permanent Access Easement acquired will provide the City with legal access to the pump station in perpetuity.
- The Right of Entry will provide the contractor access to additional areas within the property for purposes of constructing the proposed building structure around the pump facility.
- The purchase price is the fair market value offered to the property owner.

2. Antoine R. Gadpaille, Trustee of the Ensminger Trust - APN: 315-091-06 (South Parcel):

- Purchase Price: \$5,000.
- Acquisition of a Permanent Access Easement totaling 2,650 square feet, which will be utilized for access and future maintenance of the pump facility, along with an eight (8) month Right of Entry.

The City Attorney has reviewed both agreements and approves as to form.

### **SUMMARY/FISCAL IMPACT**

Staff recommends the approval of the two access easement agreements to acquire the property rights needed for the construction of the proposed project and to provide the City with legal access to the pump facility in perpetuity for ongoing maintenance. By not acquiring the permanent and temporary rights, the City would not have legal access to the pump facility or temporary rights to use additional property to support construction. There are sufficient funds in CIP Project No.7470 to pay for the total cost of \$7,600 for these easements. There is no impact to the General Fund.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Brian M. Ingallinera, Environmental Services Coordinator

Concurrence: Rudy Correa, Interim Superintendent

Tony Olmos, P.E., Public Works Director

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### **Attachments**

Exhibit A

Exhibit B

North Parcel Agreement

South Parcel Agreement

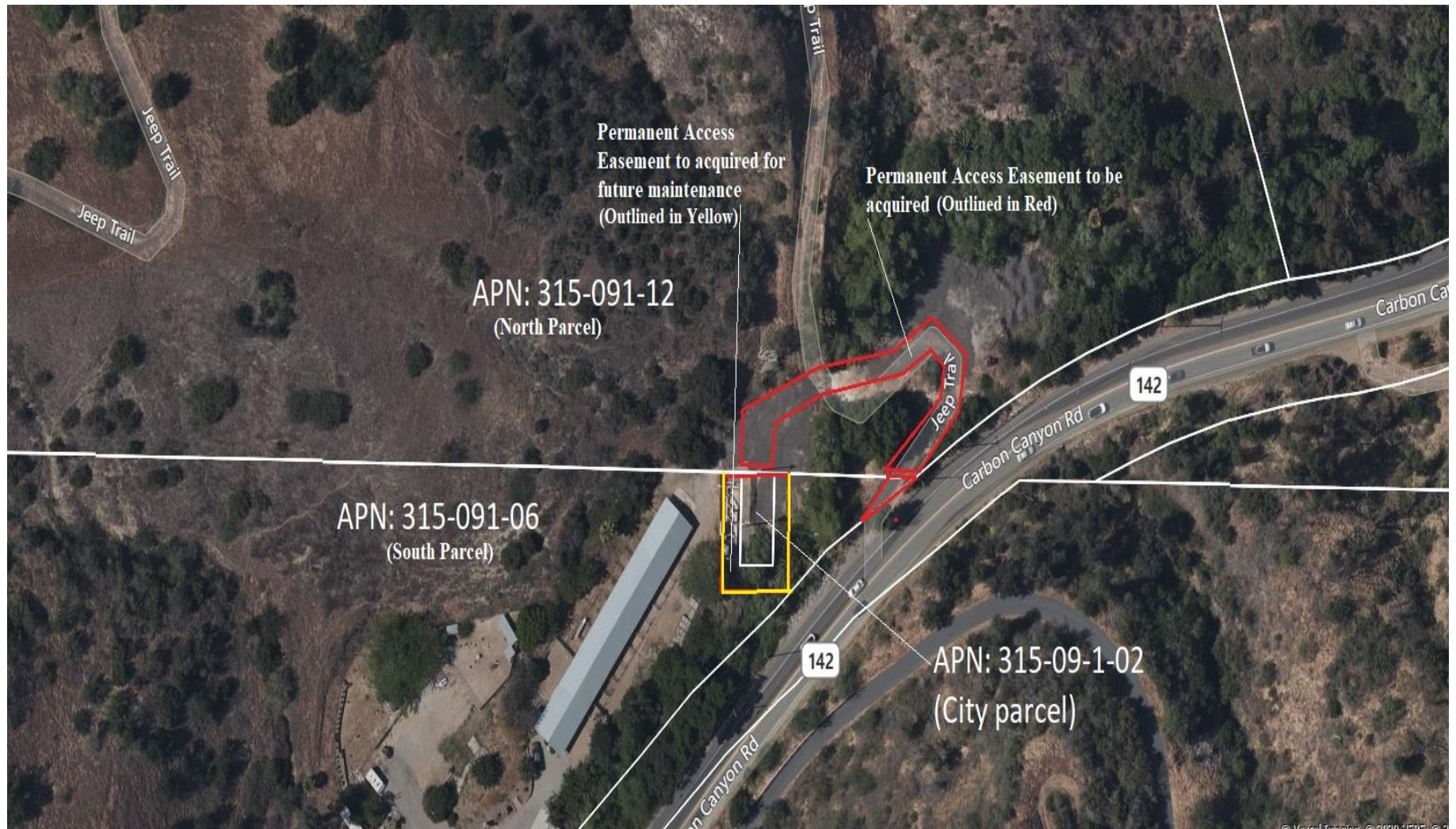
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# “Exhibit A”





# “Exhibit B”



Project: City of Brea Booster Pump #3  
APN: 315-091-012

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("**Agreement**") is made this 8/22/2020 day of \_\_\_\_\_, 2020, by and between **Santa 365, LLC, a California limited liability company** ("**Grantor**") and the **City of Brea, a municipal corporation** ("**Grantee**").

**WHEREAS**, Grantor owns that certain real property located Carbon Canyon Road, City of Brea, APN: 315-091-012 which is legally described and identified as Exhibit "A" attached hereto and made a part hereof ("**Property**"); and

**WHEREAS**, Grantee owns the adjacent parcel identified as APN: 315-091-02 ("**City Parcel**"); and,

**WHEREAS**, Grantor is desirous of granting a perpetual non-exclusive access easement over a portion of the Property more particularly described on the attached Exhibit "A" and depicted in the attached Exhibit "B", for Grantee to use for ingress, egress, maintenance, tree and vegetation removal, and repairs of facilities located within the City Parcel ("**Easement**"); and

**WHEREAS**, Grantor is desirous of granting a Right of Entry to Grantee for access to support the construction of a building structure with the City Parcel, including storage of construction materials and trailer, which is attached hereto as Exhibit "C" ("**ROE**")

**WHEREAS**, Grantee is desirous of obtaining such easement and ROE; and,

**WHEREAS**, the parties are desirous of memorializing the terms of such easement and ROE.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor grants to Grantee a perpetual non-exclusive access easement and a non-exclusive ROE in favor of Grantee for the purposes stated in the above recitals. The Easement and ROE granted herein shall be for the benefit of the specific use by Grantee. Grantor has good right and lawful authority to convey the Easement and ROE and is unaware of any conflicts with the intended use of the Easement or ROE. Grantor represents that there are no deeds of trust or other liens on the Easement area or ROE area.
3. Grantee may not otherwise utilize the Easement or ROE or the Property for any other uses than stated within this Agreement or agreed to between the parties in writing.

4. Upon the commitment by a title company acceptable to City to issue a title policy for the Easement that is acceptable to City (unless City decides to proceed without getting title insurance), City shall tender payment to the Escrow Agent in the amount of **TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00)** ("Purchase Price"), which is specifically agreed by the parties to be the full amount of compensation to Grantor for granting the Easement and the ROE.
5. Grantee agrees to facilitate escrow services in accordance with this Agreement with their Right of Way Consultant, CPSI, 22342 Avenida Empresa, Suite 255, Rancho Santa Margarita, CA (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Grantee and Grantor, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow the original Easement and ROE documents and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase. Grantee agrees to deposit the purchase price and certificate of acceptance upon demand of the Escrow Agent.

Grantee will provide full payment to Escrow Agent for the Easement subject to the title insurance condition above (unless title insurance is waived). All funds will be made payable directly to the Grantor and held by the Escrow Agent until all terms of this agreement have been satisfactorily met.

Upon receipt of the fully executed and acknowledged Easement, ROE and payment, and authorization from City (based on the title insurance condition above), the Escrow Agent will cause the document pertaining to the Easement to be recorded with the Orange County Recorder's Office and then deliver the payment to the Grantor via U.S. Mail or hand delivery.

6. The City shall pay all fees and title insurance costs incurred in this transaction.
7. This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
8. Grantor warrants that there are no leases, tenants or occupants on all or any portion of the Easement area or ROE area, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lessee or occupant of all or a portion of the Easement area or ROE area.
9. Any notice that either party may or is required to give the other shall be in writing, and shall be delivered by certified mail or reputable overnight delivery service to the following addresses:

**To Grantee:**

City of Brea  
Public Works Department  
1 Civic Center Circle  
Brea, CA 92821

**To Grantor:**

George Zhao  
3 Ironwood  
Irvine, CA 92604

10. This Agreement shall be construed in accordance with the laws of the State of California. Should any dispute arise from this Agreement, venue shall lie in Orange County, California.


**[Signature Page to Follow]**



IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals  
this 8/22/2020 day of \_\_\_\_\_, 2020.

**GRANTOR:**

**Santa 365, LLC, a California limited liability company**

DocuSigned by:  
  
BBA19E505F92423  
**Name** Youhua Zhang

Managing Member  
\_\_\_\_\_

**Title**

8/22/2020  
\_\_\_\_\_

**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**GRANTEE:**

**CITY OF BREA, a municipal corporation**

---

**Name**

---

**Title**

---

**Date**

# **EXHIBIT A**

## **LEGAL DESCRIPTION**

### **(Larger Parcel)**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN [BOOK 136, PAGE\(S\) 36](#) AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA

APN: 315-091-012

# **EXHIBIT B**

## **PERMANENT ACCESS EASEMENT**

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

City of Brea  
Public Works Department  
1 Civic Center Circle  
Brea, CA 92821

Portion of APN: 315-091-012

**PERMANENT ACCESS EASEMENT**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Santa 365, LLC, a California limited liability company**

(hereinafter referred to as "Grantor") hereby grants to **City of Brea, a California Municipal Corporation** (hereinafter referred to as "Grantee"), a permanent access easement for ingress, egress, maintenance, tree and vegetation removal, and repairs, over, upon, across, and within the real property in the County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS  
EXHIBITS "A" AND "B" AND MADE A PART HEREOF:

Grantor shall not erect any buildings, structures, or other improvements that would impede Grantee's use of the Easement without prior consent from Grantee.

The Easement and terms herein shall bind said real property, Grantor, and all successors-in-interest to any portion of or interest in said real property.

**GRANTOR: Santa 365, LLC, a California limited liability company**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print: \_\_\_\_\_

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THAT PORTION OF PARCEL 2, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 136, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15.00 FEET WIDE AS IT COINCIDES WITH AN EXISTING JEEP TRAIL, THE PRECISE ALIGNMENT OF WHICH MAY VARY BY SEASON AND COMMON USE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN CORPORATION GRANT DEED TO THE CITY OF BREA DATED AUGUST 25, 1961 AND RECORDED IN BOOK 5828, PAGE 795 OF OFFICIAL RECORDS:

THENCE NORTH 89°00'26" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 15.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°59'34" EAST 1.12 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.00 FEET, THENCE NORTH AND NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°17'44" AN ARC DISTANCE OF 40.50 FEET;

THENCE NORTH 67°17'18" EAST 175.29 FEET TO THE BEGINNING OF TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET;

THENCE NORTH EASTERLY, EASTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 154°01'30" AN ARC DISTANCE OF 53.76 FEET;

THENCE SOUTH 41°18'48" WEST 94.93 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 2 AND THE **POINT OF TERMINATION**

THE EDGES OF SAID FIFTEEN (15) FOOT STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SAID SOUTHERLY LINE OF SAID PARCEL 2.

**CONTAINING** : 5,484 SQUARE FEET (MORE OR LESS)

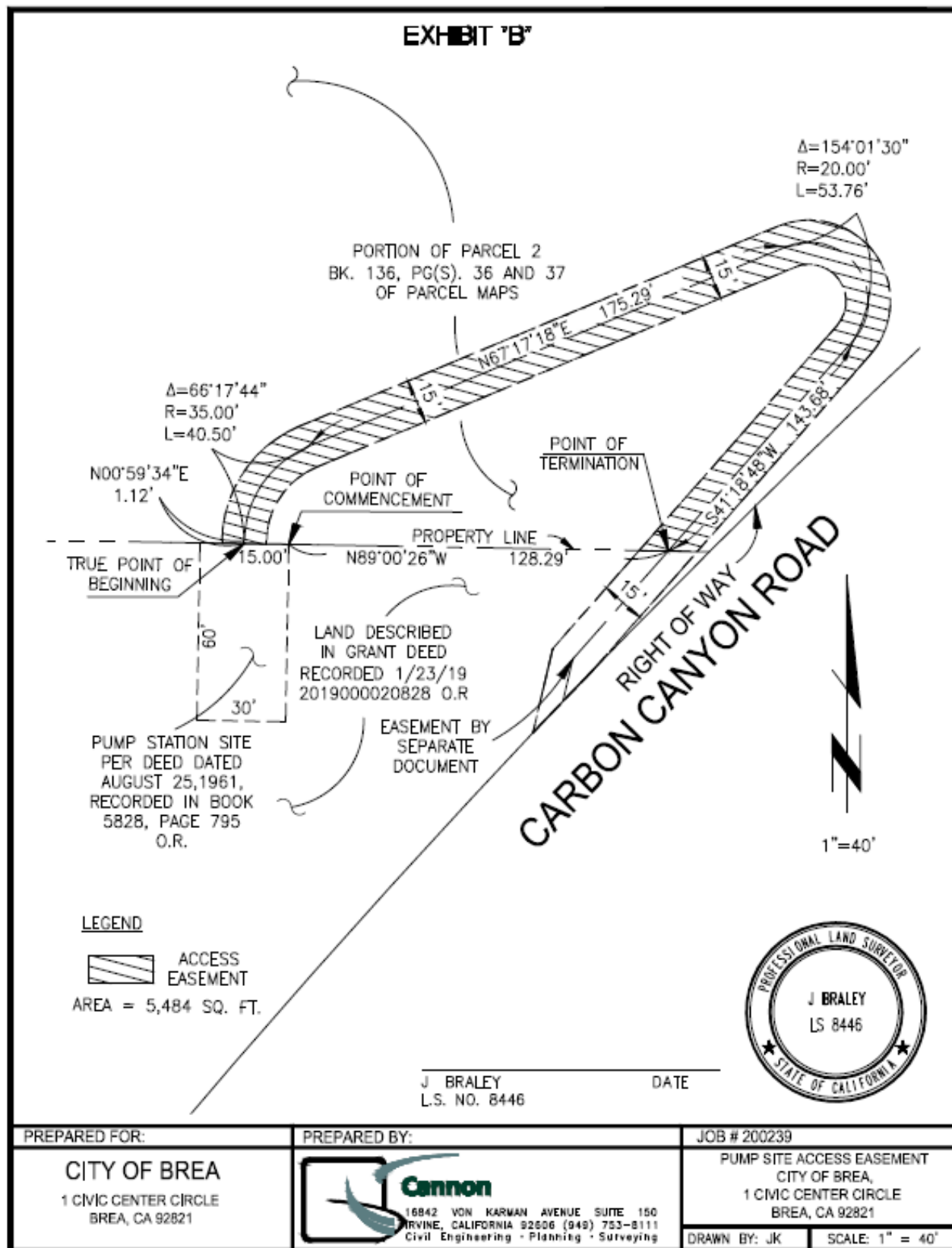
**EXHIBIT "B"**: ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**SUBJECT TO:** COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

J BRALEY      L.S. NO. 8446      05-08-2020  
DATE





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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## CERTIFICATE OF ACCEPTANCE

This is to certify that the Permanent Access Easement dated \_\_\_\_\_, 2020, from **Santa 365, LLC, a California limited liability company** to the **CITY OF BREa**, is hereby accepted by the undersigned agent on behalf of the CITY OF BREa pursuant to authority conferred by Resolution of the City Council adopted on \_\_\_\_\_, \_\_\_\_\_ and the grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTEE:

**CITY OF BREa**

By: \_\_\_\_\_  
Name, Title

# **EXHIBIT C**

## **RIGHT OF ENTRY**

## **RIGHT OF ENTRY**

**Santa 365, LLC, a California limited liability company**, hereinafter referred to as "**OWNER(S)**", does hereby grant to the **City of Brea** (the "CITY"), its officers, agents, employees, representatives, designees and those under contract to the CITY, permission to access its property located on Carbon Canyon Road, City of Brea for purposes of constructing a building structure and improvements around the CITY's existing pump station facility located on adjacent parcel identified as APN: 315-091-02 (the "Project")

The property covered by this right-of-entry is commonly known as assessor parcel number 315-91-012 located within the City of Brea (the, "Property"). More specifically, the southeast portion of the property near Carbon Canyon Road—see attached depiction.

The rights granted by this Right-of-Entry include the right to enter onto said Property with all working personnel, materials, and equipment necessary to perform the work identified herein.

It is anticipated the work described above will have a duration of approximately eight (8) months at such time as notice of commencement of work is provided to Owner. This Right-of-Entry shall remain in effect for eight (8) months from the date that the CITY enters onto said property for the purposes granted herein.

The CITY shall leave the Property in as close to its current condition as is reasonably possible.

CITY agrees to indemnify OWNER and hold OWNER harmless from any and all damages which Owner may suffer, and from any and all actual liability, costs, and expenses arising out of the exercise of the rights granted herein. CITY will at all times maintain access to the property, and ensure the area is fenced and secured at all times during construction.

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

PRINT: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## RIGHT OF ENTRY AREA





Project: City of Brea Booster Pump #3

APN: 315-091-06

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("**Agreement**") is made this 1<sup>st</sup> day of July, 2020, by and between **Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated September 2, 2018 ("Grantor")** and the **City of Brea, a municipal corporation ("Grantee")**.

**WHEREAS**, Grantor owns that certain real property located at 6751 Carbon Canyon Road, City of Brea, APN: 315-091-06 which is legally described and identified as Exhibit "A" attached hereto and made a part hereof ("**Property**"); and

**WHEREAS**, Grantee owns the adjacent parcel identified as APN: 315-091-02 ("**City Parcel**"); and,

**WHEREAS**, Grantor is desirous of granting a perpetual non-exclusive access easement over portions of the Property more particularly described and depicted in the attached Exhibit "B", for Grantee to use for access, maintenance, tree and vegetation removal, and repairs of facilities located within the City Parcel ("**Easement**"); and

**WHEREAS**, Grantor is desirous of granting a Right of Entry to Grantee for access to support the construction of a building structure within the City Parcel, including temporary storage of construction materials and trailer, which is attached hereto as Exhibit "C" ("**ROE**")

**WHEREAS**, Grantee is desirous of obtaining such easement and ROE; and,

**WHEREAS**, the parties are desirous of memorializing the terms of such easement and ROE.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration to which the parties acknowledge receipt of, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Grantor grants to Grantee a perpetual non-exclusive access easement and a non-exclusive ROE in favor of Grantee for the purposes stated in the above recitals. The Easement and ROE granted herein shall be for the benefit of the specific use by Grantee. Grantor has good right and lawful authority to convey the Easement and ROE and is unaware of any conflicts with the intended use of the Easement or ROE. Grantor represents that there are no deeds of trust or other liens on the Easement area or ROE area.
3. Grantee may not otherwise utilize the Easement or ROE or the Property for any other uses than stated within this Agreement or agreed to between the parties in writing.
4. Upon the commitment by a title company acceptable to City to issue a title policy for the Easement that is acceptable to City (unless City decides to proceed without getting title insurance), City shall tender payment to the Escrow Agent in the amount of **FIVE THOUSAND DOLLARS and 0/100 (\$5,000.00)** ("**Purchase Price**"), which is specifically agreed by the parties to be the full amount of compensation to Grantor for granting the Easement and the ROE.



5. Grantee agrees to facilitate escrow services in accordance with this Agreement with their Right of Way Consultant, CPSI, 22342 Avenida Empresa, Suite 255, Rancho Santa Margarita, CA (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Grantee and Grantor, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow the original Easement and ROE documents and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase. Grantee agrees to deposit the purchase price and certificate of acceptance upon demand of the Escrow Agent.

Grantee will provide full payment to Escrow Agent for the Easement subject to the title insurance condition above (unless title insurance is waived). All funds will be made payable directly to the Grantor and held by the Escrow Agent until all terms of this agreement have been satisfactorily met.

Upon receipt of the fully executed and acknowledged Easement, ROE and payment, and authorization from City (based on the title insurance condition above), the Escrow Agent will cause the document pertaining to the Easement to be recorded with the Orange County Recorder's Office and then deliver the payment to the Grantor via U.S. Mail or hand delivery.

6. The City shall pay all fees and title insurance costs incurred in this transaction.
7. This agreement may be modified, changed, or rescinded only by an instrument in writing executed by the parties hereto.
8. Grantor warrants that there are no leases, tenants or occupants on all or any portion of the Easement area or ROE area, and the Grantor further agrees to indemnify and hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any tenant, lessee or occupant of all or a portion of the Easement area or ROE area.
9. Any notice that either party may or is required to give the other shall be in writing, and shall be delivered by certified mail or reputable overnight delivery service to the following addresses:

**To Grantee:**

City of Brea  
Public Works Department  
1 Civic Center Circle  
Brea, CA 92821

**To Grantor:**

Antoine Gadpaille  
2878 E. Imperial Hwy  
Brea, CA 92821

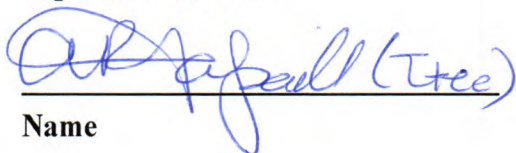
10. This Agreement shall be construed in accordance with the laws of the State of California. Should any dispute arise from this Agreement, venue shall lie in Orange County, California.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their authorized hands and seals  
this 1<sup>st</sup> day of July, 2020.

**GRANTOR:**

**Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated  
September 2, 2018**

  
Name

Trustee \_\_\_\_\_

Title

1 July 2020

Date

**GRANTEE:**

**CITY OF BREA, a municipal corporation**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# EXHIBIT A

## LEGAL DESCRIPTION

### (Larger Parcel)

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF CARBON CANYON ROAD AS IT NOW EXISTS, 50 FEET IN WIDTH, SAID POINT OF BEGINNING BEING THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING OF SOUTH 18° 08' 35" WEST AND A LENGTH OF 291.99 FEET, SAID POINT OF BEGINNING ALSO BEING AT THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,000 FEET, AS PER THAT CERTAIN DEED RECORDED NOVEMBER 25, 1931 IN BOOK 522, PAGE 140 OF OFFICIAL RECORDS; THENCE NORTH 71° 51' 25" WEST 25 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF SAID CARBON CANYON ROAD, THENCE NORTH 58° 50' 21" WEST 535.61 FEET; THENCE NORTH 29° 32' 11" EAST 224.48 FEET; THENCE NORTH 19° 01' 00" EAST 470.80 FEET; THENCE SOUTH 88° 59' 26" EAST 836.63 FEET TO A POINT IN THE CENTER LINE OF SAID CARBON CANYON ROAD, LAND SAID POINT BEING THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 800 FEET, A RADIAL LINE THROUGH A CENTRAL LINE OF SAID CARBON CANYON ROAD AND THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 35' 16" A DISTANCE OF 175.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47° 17' 35" WEST 155.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1,000,00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 09' 00" A DISTANCE OF 508.76 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18° 08' 35" WEST 291.99 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAID CARBON CANYON ROAD AS DESCRIBED IN THE HEREINABOVE REFERRED TO DEED AND ALSO EXCEPTING A PUMPING PLANT SITE DESCRIBED BY THAT CERTAIN DEED TO THE CITY OF BREA, A MUNICIPAL CORPORATION, DATED AUGUST 25, 1961 AND RECORDED IN BOOK 5828, PAGE 795, OF OFFICIAL RECORDS.

APN: 315-091-06

# **EXHIBIT B**

## **PERMANENT ACCESS EASEMENT**

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

City of Brea  
Public Works Department  
1 Civic Center Circle  
Brea, CA 92821

Portion of APN: 315-091-06

## PERMANENT ACCESS EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated**

**September 2, 2018**

(hereinafter referred to as "Grantor") hereby grants to **City of Brea, a California Municipal Corporation** (hereinafter referred to as "Grantee"), a permanent access easement for ingress, egress, maintenance, tree and vegetation removal, and repairs, over, upon, across, and within the real property in the County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS  
EXHIBITS "A" AND "B" AND "A-1" AND "B-1" MADE A PART HEREOF:

Grantor shall not erect any buildings, structures, or other improvements that would impede Grantee's use of the Easement without prior consent from Grantee.

The Easement and terms herein shall bind said real property, Grantor, and all successors-in-interest to any portion of or interest in said real property.

### GRANTOR:

**Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated  
September 2, 2018**

Name:  (Trustee)

Title: Trustee

Print: Antoine R. Gadpaille, Trustee

Date: 1 July 2020



## Exhibit A

### LEGAL DESCRIPTION

#### (Portion around City Parcel)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 WEST, S.B.M., IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN CORPORATION GRANT DEED TO THE CITY OF BREA DATED AUGUST 25, 1961 AND RECORDED IN BOOK 5828, PAGE 795 OF OFFICIAL RECORDS;

THENCE S 89°00'26" E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 2 10.00 FEET;

THENCE DEPARTING SAID NORTH LINE S 00°59'34" W 70.00 FEET

THENCE N 89°00'26" W 50.00 FEET;

THENCE N 00°59'34" E 70.00 FEET TO SAID NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE S 89°00'26" E 10.00 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN SAID DEED;

THENCE DEPARTING SAID NORTH LINE S 00°59'34" W ALONG THE WESTERLY LINE OF SAID LAND 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LAND;

THENCE S 89°00'26" E 30.00 FEET TO THE SOUTHEAST CORNER OF SAID LAND;

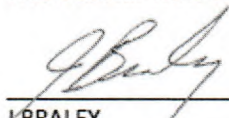
THENCE N 00°59'34" E ALONG THE EASTERLY LINE OF SAID LAND 60.00 FEET TO THE **POINT OF BEGINNING.**

**CONTAINING** : 1,700.00 SF or 0.039 ACRES (MORE OR LESS)

**EXHIBIT "B"**: ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**SUBJECT TO**: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

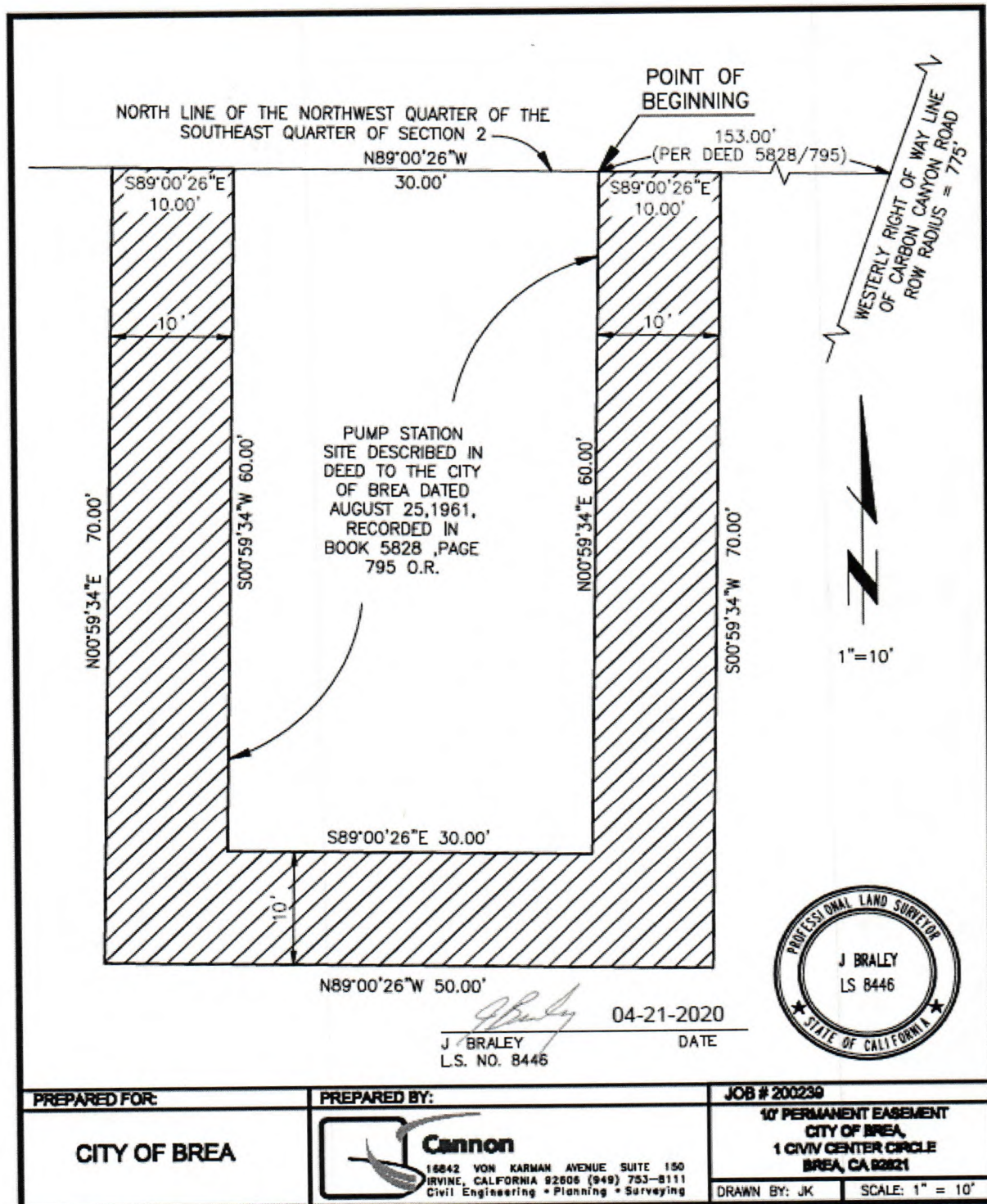
  
J BRALEY  
L.S. NO. 8446

04-21-2020

DATE



**(Portion around City parcel)**





## EXHIBIT A-1

### LEGAL DESCRIPTION

(Portion near Jeep Trail and Carbon Canyon Road)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 9 WEST, S.B.M., IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA DESCRIBED IN GRANT DEED RECORDED JANUARY 12, 2019 AS INSTRUMENT NUMBER 2019000020828 OF OFFICIAL RECORDS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15.00 FEET WIDE AS IT COINCIDES WITH AN EXISTING JEEP TRAIL, THE PRECISE ALIGNMENT OF WHICH MAY VARY BY SEASON AND COMMON USE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF THE LAND DESCRIBED IN CORPORATION GRANT DEED TO THE CITY OF BREA DATED AUGUST 25, 1961 AND RECORDED IN BOOK 5828, PAGE 795 OF OFFICIAL RECORDS;

THENCE ALONG THE LINE COMMON TO PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 136, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY AND THE LAND DESCRIBED IN DEED RECORDED JANUARY 12, 2019 SOUTH 89°00'26" EAST 128.29 FEET TO **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID COMMON LINE SOUTH 41°18'48" WEST 48.75 FEET;

THENCE SOUTH 13°14'01" WEST 14.62 FEET TO THE WESTERLY RIGHT OF WAY OF CARBON CANYON ROAD BEING THE **POINT OF TERMINATION**.

THE EDGES OF SAID FIFTEEN (15) FOOT STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE WESTERLY RIGHT OF WAY OF CARBON CANYON ROAD.

**CONTAINING** : 950 SQUARE FEET (MORE OR LESS)

**EXHIBIT "B"**: ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**SUBJECT TO**: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

\_\_\_\_\_  
J BRALEY  
L.S. NO. 8446

05-08-2020  
DATE

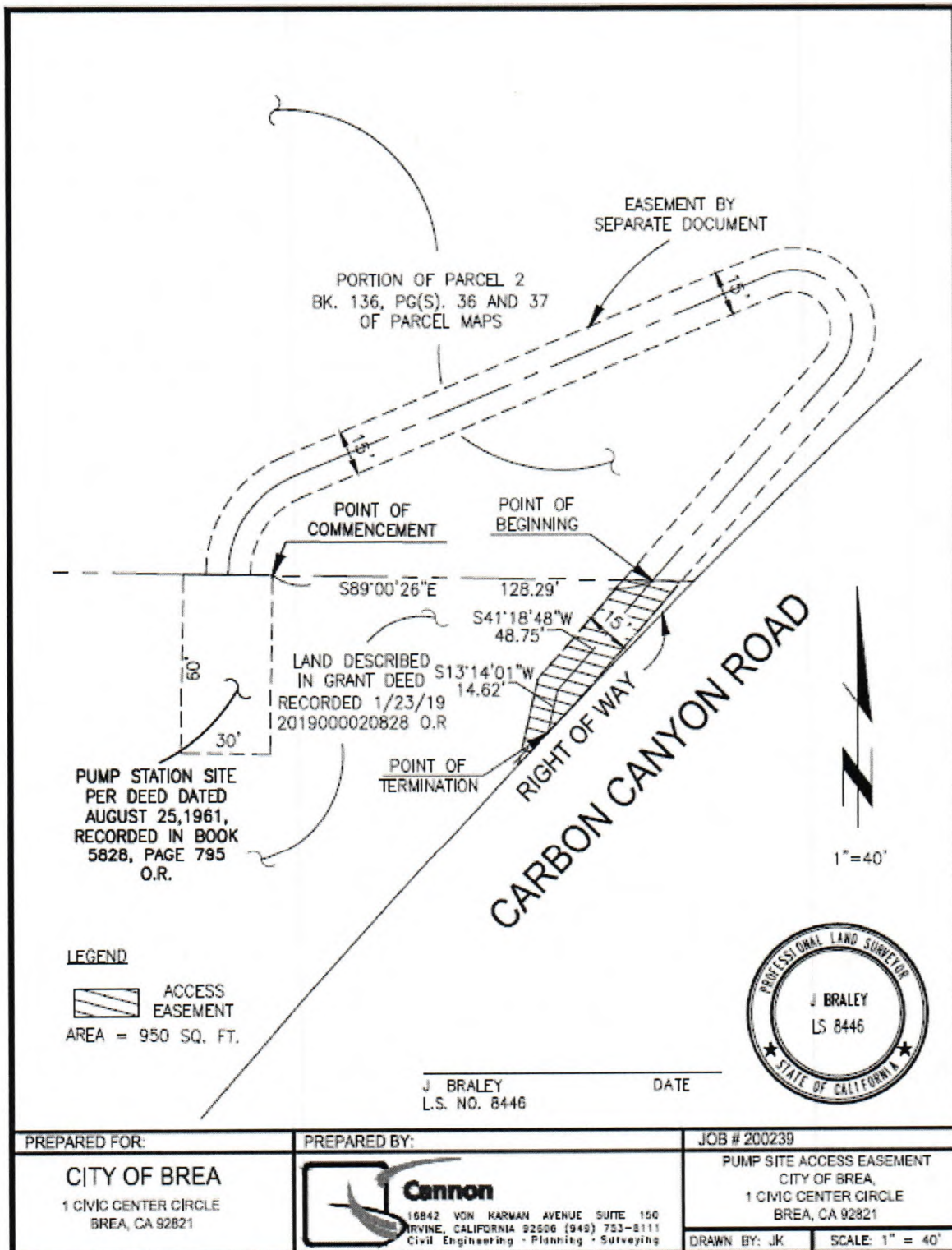




## EXHIBIT B

### PLAT MAP

(Portion near Jeep Trail and Carbon Canyon Road)



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

State of California )  
County of orange )

On 7-1, 2020, before me, J. M. Cirocco —  
(insert name and title of the officer)

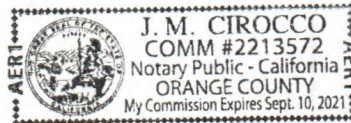
Notary Public, personally appeared Antoine G. Gadpaille ttee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that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

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## CERTIFICATE OF ACCEPTANCE

This is to certify that the Permanent Access Easement dated July 1, 2020, from **Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated September 2, 2018** to the **CITY OF BREa**, is hereby accepted by the undersigned agent on behalf of the CITY OF BREa pursuant to authority conferred by Resolution of the City Council adopted on \_\_\_\_\_, \_\_\_\_\_ and the grantee hereby consents to recordation thereof by its duly authorized agent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTEE:

**CITY OF BREa**

By: \_\_\_\_\_  
Name, Title

# **EXHIBIT C**

## **RIGHT OF ENTRY**



## **RIGHT OF ENTRY**

**Antoine R. Gadpaille, Trustee of the David W. Ensminger Revocable Living Trust dated September 2, 2018**, hereinafter referred to as "**OWNER(S)**", does hereby grant to the **City of Brea** (the "CITY"), its officers, agents, employees, representatives, designees and those under contract to the CITY, permission to access its property located at 6751 Carbon Canyon Road, City of Brea for purposes of constructing a building structure and improvements around the CITY's existing pump station facility located on adjacent parcel identified as APN: 315-091-02 (the "Project")

The property covered by this right-of-entry is commonly known as assessor parcel number 315-91-06, located within the City of Brea, with a site address of 6751 Carbon Canyon Road (the, "Property"). More specifically, the northeast portion of the property around the CITY parcel – see attached depiction.

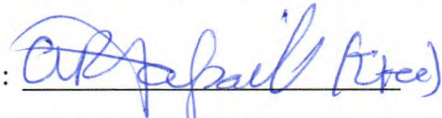
The rights granted by this Right-of-Entry include the right to enter onto said Property with all working personnel, materials, and equipment necessary to perform the work identified herein.

It is anticipated the work described above will have a duration of approximately eight (8) months at such time as notice of commencement of work is provided to Owner. This Right-of-Entry shall remain in effect for eight (8) months from the date that the CITY enters onto said property for the purposes granted herein.

The CITY shall leave the Property in as close to its current condition as is reasonably possible.

Prior to any work in the Right of Entry area, City and/or Contractor shall provide Owner with a certificate of insurance and additional insured endorsement naming Owner as additional insured.

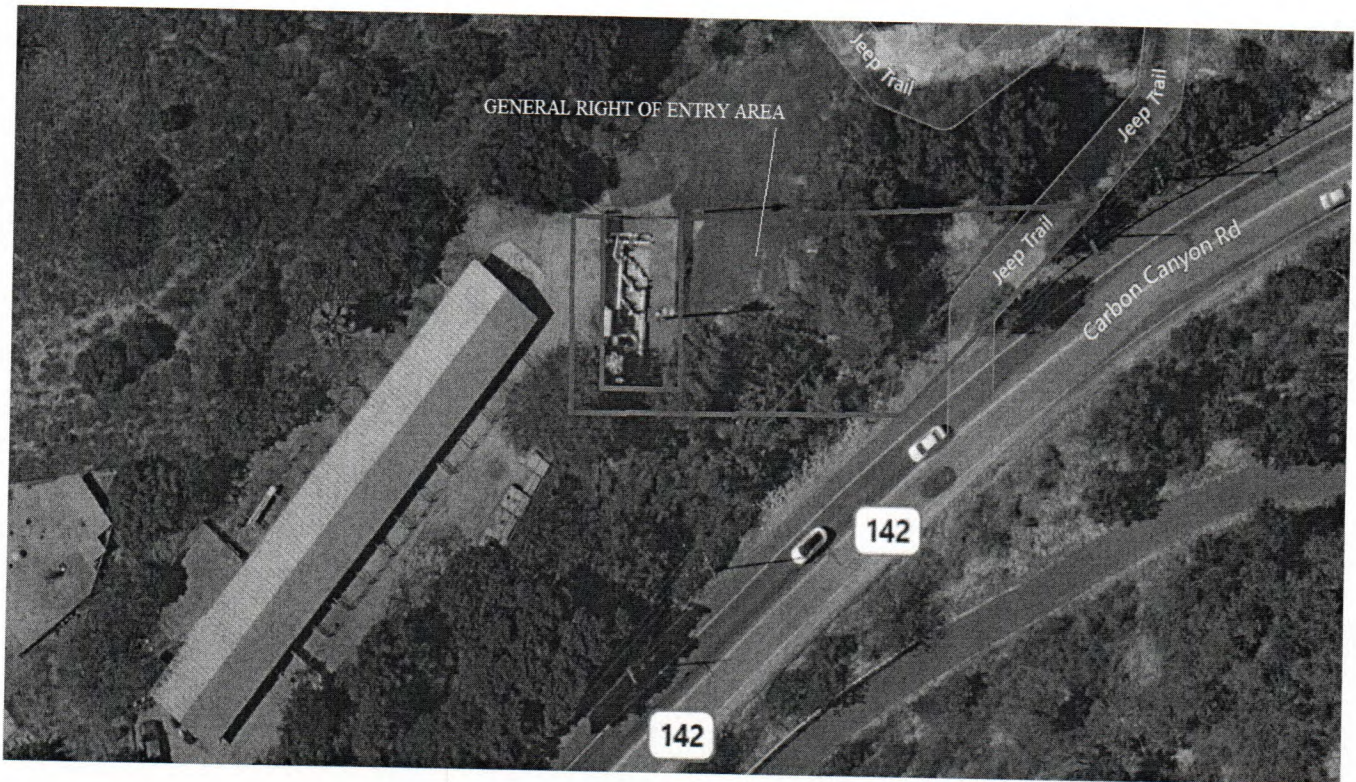
CITY agrees to indemnify OWNER and hold OWNER harmless from any and all damages which Owner may suffer, and from any and all actual liability, costs, and expenses arising out of the exercise of the rights granted herein. CITY will at all times maintain access to the property, and ensure the area is fenced and secured at all times during construction.

OWNER : 

DATE: 1 July 2020

PRINT: Antoine R. Gadpaille, Trustee

## DEPICTION OF RIGHT OF ENTRY AREA





## City of Brea

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### FINANCE COMMITTEE COMMUNICATION

**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** Budget Adjustments to the City Operating and Capital Improvement Program  
Budgets for Fiscal Year 2019-20

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### **RECOMMENDATION**

Adopt the attached resolutions appropriating funds to adjust the Fiscal Year 2019-20 City Operating and Capital Improvement Program Budgets.

### **BACKGROUND/DISCUSSION**

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of items previously approved by the City Council during the fiscal year, or staff recommended adjustments for City Council consideration. The recommended adjustments to the City Operating Budget are listed in City - Exhibit A. These adjustments are separated by funding source and the accounts are identified as either revenue or expenditure accounts.

The Police Services Department is requesting the write-off of \$158,346 for past due DUI and Booking Fee invoices. These invoices have since then been sent to collections. Fortunately, the Police Department realized enough departmental saving to cover this expense, but are nonetheless requesting permission to apply this expense to their operating budget.

The Fire Department continues to respond to mutual aid throughout California. Fire Administration continues to be diligent in seeking reimbursement for cost incurred. Mutual aid responses included: the Office of Emergency Services (OES) Preposition (Wildland/Wind) in Orange County, the Kincadee Fire in Napa and Sonoma County, the Saddleridge and Tick Fires in Los Angeles County, and the Cave Fire in the Los Padres National Forest. These strike team responses resulted in the Fire Department's overtime budget and other operating costs to increase by \$309,261. This increased cost is fully offset by reimbursements.

In addition, the Fire Department is requesting a budget adjustment of \$170,000 to cover the cost of additional overtime beyond what was budgeted. This additional overtime was needed to cover shifts primarily due to personnel attrition, retirements, sick, vacation, disability, as well as other time-off taken by personnel.

Also included in these adjustments is a revision to the annual General Fund Transfer to the Paramedic Fund (174) and the Sanitation and Street Sweeping Fund (440). The General Fund supplements the Paramedic Fund for costs that exceed the Paramedic Tax Revenues.

Overall expenditures were higher than budgeted due primarily to salary, benefits, and overtime cost incurred due to a disability claim as well as shift coverage for paid time off for personnel. The proposed adjustment for this transfer is \$55,728. For the Sanitation and Street Sweeping Fund (440), an annual transfer is made from the General Fund (110) in lieu of franchise fees collected on trash collection. This amount varies from year-to-year and is used to balance revenue collected that is less than expenditures incurred. Franchise fees collected for trash for FY 2019-20 were \$961,175. The proposed adjustment is \$94,969.

In addition, at the February 4, 2020 Meeting, City Council approved the use of Fire Impact Fees (Fund 542) to purchase miscellaneous equipment. Such equipment included: a rescue ATV Pickup Truck, an exhaust removal system, tri-band Motorola radios, a UAV drone, AEDs with EKG capabilities; and SCBA voice amplifiers. Total cost of this equipment is \$340,000.

The COVID-19 pandemic has affected all worldwide. From March to June 2020, the City of Brea has spent \$243,404 in COVID related expense. This expense includes overtime, personal protective equipment, and additional cleaning of City facilities and vehicles. Fortunately, the City entered into a sub-recipient agreement with the County of Orange to receive Coronavirus Relief Fund dollars for eligible expenses incurred. The amount received through June 30, 2020 was \$352,859. This grant amount represents the amount allocated to the City based on 2010 population figures. The excess money received will be applied to expenditures incurred in FY 2020-21.

For Capital Improvement Projects, \$250,000 in funding from the Park Development Fund (250) has been transferred from the Dog Park Surface Improvement Project (#7950) to the Park Irrigation Design & Replacement (#7957). In doing so, this reduces funding needed from the Fixed Asset Replacement Program (182) Fund. In addition, staff is requesting \$115,267 in Water Utility (420) Fund be transferred from the Cliffwood Tract Water Improvements Project (#7461) to Cliffwood Industrial Park Pavement Rehabilitation Project (#7317). Lastly, staff wishes to eliminate \$400,000 in funding from the Measure M Fund (260) for the Randolph Rehabilitation Project (#7288). This project has been put on hold and staff would like to free up Measure M monies for other projects.



The Capital Improvement Program Budget adjustments in CIP - Exhibit A consists of a decrease in expenditures of \$351,607 and a corresponding adjustments to revenues and transfers-in as follows:

Fixed Asset Replacement Fund (182)	\$ (206,914)
Gas Tax Fund (220)	5,307
Park Development Fund (250)	250,000
Measure M Fund (260)	(400,000)
TOTAL	\$ (351,607)

### **SUMMARY/FISCAL IMPACT**

The City Operating Budget adjustments for the General Fund (110) in Exhibit A resulted in an increase in revenues of \$359,627 and an increase in expenditures and transfers-out of \$937,118, for a net General Fund increase in over expenditures and transfers-out of \$577,491. The City Operating Budget adjustments for all funds including the General Fund resulted in an increase in revenues and transfers-in of \$982,491 and an increase in expenditures and transfers-out of \$1,202,760 for a net increase in expenditures and transfers-out of \$220,269. The Capital Improvement Program Budget adjustments resulted in an decrease in expenditures of \$351,607 and a corresponding adjustments to revenues and transfers-in.

### **RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

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### **Attachments**

Resolution - City

Exhibit A - City

Resolution - CIP

Exhibit A - CIP

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## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE CITY OPERATING BUDGET FOR FY 2019-20 AS AMENDED

#### A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2019-20, Resolution No. 2020-xxx, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

**APPROVED AND ADOPTED** this 20th day of October, 2020.

\_\_\_\_\_  
Mayor

ATTEST:\_\_\_\_\_

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 20th day of October, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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

\_\_\_\_\_  
City Clerk

## City of Brea

**BUDGET ADJUSTMENTS**  
**FY 2019-20 OPERATING BUDGET**

October 20, 2020

Account Number		Current Budget	Revised Budget	Funding Required	Description
<b><u>GENERAL FUND (110)</u></b>					
<u>Management Services</u>					
1112 (EXP)	Legal Services	372,017	412,206	40,189	Additional costs to General Legal due to special handling of public records request and further direction regarding marijuana dispensaries.
<u>Administrative Services</u>					
1481 (EXP)	Human Resources	821,721	869,239	47,518	Increase in overall costs of unpredictable personnel related matters. Expense include legal and increased medical and psychological and pre-employments exams due to an increase in retirements.
<u>Police Services</u>					
2111 (EXP)	Administration	1,883,172	2,041,517	158,345	Write-off past due DUI/Police Booking Invoices.
3549 (REV)	State Grant	412,628	421,884	9,256	911 Communication Reimbursement for Staff time spend for training and travel expense.
2133 (EXP)	Dispatch	1,721,504	1,730,760	9,256	
<u>Fire Services</u>					
3549 (REV)	State Grants - Other	412,628	721,889	309,261	Reimbursement for Strike Team Responses
2221 (EXP)	Fire Operations	5,472,281	5,781,542	309,261	
2221 (EXP)	Fire Operations	5,781,542	5,951,542	170,000	Fire Department Overtime
<u>Community Development</u>					
361T (REV)	Technology Fee	90,000	130,000	40,000	Additional hours needed to implement Building Permit software which is offset by additional technology fee revenue.
3241 (EXP)	Building	570,586	595,426	24,840	
<u>Community Services</u>					
4311 (EXP)	Administration	810,724	836,626	25,902	Carryover monies for needs assessment was missed, additional funds for market study and
3671 (REV)	Transportation	16,734	17,844	1,110	Transportation donations received that will be used to offset program costs
4525 (EXP)	Senior Center	152,493	153,603	1,110	

Account Number		Current Budget	Revised Budget	Funding Required	Description
5985 (EXP)	Transfers-Out to Fund 174	1,033,030	1,088,758	55,728	Additional transfer to Fund 174 to cover operating expenditures in excess of Fund Revenues
5985 (EXP)	Transfers-Out to Fund 440	235,000	329,969	94,969	Additional transfer to Fund 440 to cover operating expenditures in excess of Fund Revenues in lieu of franchise fees.
<b>Change in Fund Revenues</b>				<b>359,627</b>	
<b>Change in Fund Expenditures</b>				<b>937,118</b>	
<b>Net Increase in Fund Expenditures</b>				<b>577,491</b>	
<b><u>OTHER POST EMPLOYEE BENEFIT (OPEB) FUND (150)</u></b>					
3663 (REV)	Retiree Medical Charge	881,900	911,301	29,401	Additional number retirees benefits paid than what was originally budgeted offset by collections from applicable funds.
1482 (EXP)	Benefits	881,900	911,301	29,401	
<b>Increase in Fund Expenditures</b>				<b>0</b>	
<b><u>PARAMEDIC SERVICES FUND (174)</u></b>					
3985 (REV)	Transfers-In from Fund 110	1,033,030	1,088,758	55,728	Additional transfer in from Fund 110 to cover operating expenditures in excess of Fund Revenues
2222 (EXP)	Paramedic	5,262,627	5,318,355	55,728	Additional personnel cost (including overtime) due to shift coverage
<b>Increase in Fund Expenditures</b>				<b>0</b>	
<b><u>FIXED ASSET REPLACEMENT FUND (182)</u></b>					
5985 (EXP)	Transfers-out to Fund 510	5,249,387	5,292,473	43,086	Additional funds for CIP No. 7936 due to rebate revenue received in prior year
5985 (EXP)	Transfers-out to Fund 510	5,292,473	5,042,473	(250,000)	Deobligate funding for Park Irrigation. Project is now funded through Park Development (250) Funds.
<b>Decrease in Fund Expenditures</b>				<b>(206,914)</b>	
<b><u>GAS TAX FUND (220)</u></b>					
5985 (EXP)	Transfers-out to Fund 510	2,060,456	2,065,763	5,307	Additional funds for Slurry Seal CIP No. 7312
<b>Increase in Fund Expenditures</b>				<b>5,307</b>	
<b><u>MEASURE M FUND (260)</u></b>					

Account Number		Current Budget	Revised Budget	Funding Required	Description
5985 (REV)	Transfers-out to Fund 510	2,719,769	2,319,769	(400,000)	De-obligate funding to Fund 510 due to cancellation of Randolph Avenue Rehabilitation Project.
	<b>Decrease in Fund Expenditures</b>			<b>(400,000)</b>	
<b><u>COMMUNITY DEVELOPMENT BLOCK GRANT FUND (290)</u></b>					
3561 (REV)	Community Development Block Grant	180,000	190,000	10,000	Grant award in excess of anticipated amount
	<b>Increase in Fund Revenues</b>			<b>10,000</b>	
<b><u>LANDSCAPE &amp; LIGHTING MAINTENANCE DISTRICT #1 FUND (341)</u></b>					
5112 (EXP)	Maintenance District	55,074	61,219	6,145	Unbudgeted public hearing notices and additional water, plumbing and electrical costs. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
	<b>Increase in Fund Expenditures</b>			<b>6,145</b>	
<b><u>LANDSCAPE &amp; LIGHTING MAINTENANCE DISTRICT #2 FUND (342)</u></b>					
5112 (EXP)	Maintenance District	6,686	6,929	243	Unbudgeted public hearing notices. Assessments collected were not sufficient to cover the additional expense. Expense funded by reserves.
	<b>Increase in Fund Expenditures</b>			<b>243</b>	
<b><u>LANDSCAPE &amp; LIGHTING MAINTENANCE DISTRICT #4 FUND (344)</u></b>					
5112 (EXP)	Maintenance District	2,479	2,557	78	Unbudgeted public hearing notices. Assessments collected and interest gained were sufficient to cover the additional expense.
	<b>Increase in Fund Expenditures</b>			<b>78</b>	
<b><u>FIRE IMPACT FEES FUND (542)</u></b>					
2221 (EXP)	Fire Operations	115,000	455,000	340,000	Fire Equipment purchase approved by City Council at the February 4, 2020 Meeting
	<b>Increase in Fund Expenditures</b>			<b>340,000</b>	

Account Number		Current Budget	Revised Budget	Funding Required	Description
<b><u>SANITATION &amp; STREET SWEEPING FUND (440)</u></b>					
3985 (REV)	Transfers-In from Fund 110	235,000	329,969	94,969	Additional transfer from Fund 110 to cover operating expenditures in excess of Fund Revenues in lieu of franchise fees.
5122 (EXP)	Sanitation	2,874,853	2,904,853	30,000	Solid Waste SB 1383 Contracting Assistance approved by the City Council at the June 16, 2020 meeting.
5122 (EXP)	Sanitation	2,904,853	2,985,609	80,756	Additional expenditures relating to the Waste Management Contract due to actual disposal and processing costs based on tonnage
<b>Increase in Fund Expenditures</b>				<b>15,787</b>	
<b><u>INFORMATION TECHNOLOGY FUND (475)</u></b>					
3729 (REV)	Refunds/Recovery-Other	0	79,997	79,997	Insurance refund and expenses related to the malware attack to the City's network.
1471 (EXP)	Information Technology Services	3,141,473	3,221,470	79,997	
<b>Increase in Fund Expenditure</b>				<b>79,997</b>	
<b><u>PAR POST EMPLOYMENT BENEFIT FUND (810)</u></b>					
1424 (EXP)	Treasury	45,000	46,497	1,497	Additional banking fees associated with the performance of the investments
<b>Increase in Fund Expenditure</b>				<b>1,497</b>	
<b><u>DISASTER RECOVERY FUND (911)</u></b>					
3569 (REV)	Federal Grants	0	352,769	352,769	CARES Act money received
5111 (EXP)	Administration	0	243,404	243,404	Expenses related to the COVID19 pandemic
<b>Increase in Fund Revenues</b>				<b>109,365</b>	
<b>TOTAL OF FUNDS CHANGE IN REVENUE</b>				<b>982,491</b>	
<b>TOTAL OF FUNDS CHANGE IN EXPENDITURES</b>				<b>1,202,760</b>	
<b>TOTAL NET FUND INCREASE IN EXPENDITURES</b>				<b>220,269</b>	

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATING ADDITIONAL FUNDS

#### A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2019-20 of the Capital Improvement Program Budget, Resolution No. 2020-XXX, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

**APPROVED AND ADOPTED** this 20th day of October, 2020.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 20<sup>th</sup> day of October, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

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

\_\_\_\_\_  
City Clerk



## City of Brea

**QUARTERLY BUDGET ADJUSTMENTS**  
**FY 2019-20 CAPITAL IMPROVEMENT PROGRAM BUDGET**

**October 20, 2020**

<b>Account Number</b>			<b>Current Budget</b>	<b>Revised Budget</b>	<b>Funding Required</b>	<b>Description</b>
3985 (REV)	Transfers-in from Fund 182		200,000	243,086	43,086	Additional funding from the Fixed Asset Replacement Program (182) Fund for due to rebate revenue received in prior year for Project #7936
7936 (EXP)	Landscape Improvements - City Facilities & Medians		491,494	534,580	43,086	
					-	
3985 (REV)	Transfers-in from Fund 220		2,060,456	2,065,763	5,307	Additional funding from the Gas Tax (220) Fund Slurry Seal
7312 (EXP)	Slurry Seal		495,000	500,307	5,307	
					-	
3985 (REV)	Transfers-in from Fund 250		591,494	341,494	(250,000)	Transfer funding from the Park Development (250) Fund from CIP #7950 to #7957
7950 (EXP)	Dog Park Surface Improvements		491,494	241,494	(250,000)	
					-	
3985 (REV)	Transfers-in from Fund 250		865,000	1,115,000	250,000	Transfer funding from the Park Development Fund (250) from CIP #7950 to #7957 and deobligate the Fixed Asset Replacement Fund
3895 (REV)	Transfers-in from Fund 182		250,000	-	(250,000)	
7957 (EXP)	Park Irrigation Design & Replacement		250,000	250,000	-	
					-	
3985 (REV)	Transfers-in from Fund 420		26,636,249	26,520,982	(115,267)	Transfer funding from the Water Utility (420) Fund from CIP #7461 to #7317
7461 (EXP)	Cliffwood Tract Water Improvements		2,176,919	2,061,652	(115,267)	
					-	
3985 (REV)	Transfers-in from Fund 420		26,520,982	26,636,249	115,267	Transfer funding from the Water Utility (420) Fund from CIP #7461 to #7317
7317 (EXP)	Cliffwood Industrial Park Pavement Rehab		548,102	663,369	115,267	
					-	
3985 (REV)	Transfers-in from Fund 260		2,719,769	2,719,020	(749)	Transfer funding from the Measure M (260) Fund from CIP #7315 to #7703
7315 (EXP)	Alley Rehab of Redwood		212,637	211,888	(749)	
					-	
3985 (REV)	Transfers-in from Fund 260		2,719,020	2,719,769	749	Transfer funding from the Measure M (260) Fund from CIP #7315 to #7703
7703 (EXP)	Street Name Sign Replacement		22,000	22,749	749	
					-	
3985 (REV)	Transfers-in from Fund 260		400,000	-	(400,000)	De-Obligate funding for the Randolph Avenue Rehabilitation Project #7288
7288 (EXP)	Randolph Avenue Rehabilitation		400,000	-	(400,000)	
					-	

**City of Brea**

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**FINANCE COMMITTEE COMMUNICATION**

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**TO:** Finance Committee Members

**FROM:** Bill Gallardo

**DATE:** 10/13/2020

**SUBJECT:** Purchasing Activity Under Special City Council Authorization for Quarter Ending September 30, 2020

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Brea City Council has requested updates on purchasing activity under special City Council authorization for purchases of vehicles and equipment, software renewals, and the City Manager's authority under the Purchasing Ordinance. The following items are grouped as aforementioned showing the authorizing document and date and a brief narrative of the particular purchases for which the Purchasing Agent issued Purchase Orders in excess of \$25,000.

**Vehicle and Equipment Purchases (authorized August 18, 2020)**

For equipment included in the Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20, the Purchasing Agent issued the following purchase orders:

- Nothing to report for this quarter.

**FY 2020-21 Equipment**

- Nothing to report for this quarter.

**FY 2020-21 Surplus Sales**

- Nothing to report for this quarter.

**Software Renewals (authorized August 18, 2020)**

For software renewals included in the Fiscal Year 2020-21 Budget, the Purchasing Agent issued the following purchase order:

- Nothing to report for this quarter.

**City Manager's Authorization (BMC ss3.24.210)**

For urgent items or work included in the Fiscal Year 2020-21 Budget, the Purchasing Agent issued purchase orders:

- Nothing to report for this quarter.

**SUMMARY/FISCAL IMPACT**

Nothing to report for this quarter.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

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