City Council Agenda

Tuesday, April 18, 2023
7:00 p.m. - General Session

***Marty Simonoff**, Mayor* ***Christine Marick**, Mayor Pro Tem*
***Cecilia Hupp**, Council Member* ***Blair Stewart**, Council Member* ***Steven Vargas**, Council Member*

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

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

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

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

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

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

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

CALL TO ORDER/ ROLL CALL - COUNCIL

1. **Pledge of Allegiance: Girl Scout Troop 2003**

2. **Invocation: Kirk Randolph, Southlands Church**

3. **Presentation: Southern California Gas Pipeline Project Update**

4. **Community Announcements**

5. **Matters from the Audience**

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

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

CITY COUNCIL - CONSENT

7. **March 21, 2023 City Council Regular Meeting Minutes** - Approve.

8. **April 7, 2023 City Council Special Meeting Minutes** - Approve.

9. **Annual Report Related to Police Department Use of Military Equipment as required by Government Code § 7072** - Receive and file.

10. **Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7** - Receive and approve the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopt the Resolutions of Intent to set a Public Hearing for each District on May 16, 2023, at 7:00 p.m. There will be no impact on the General Fund by this action.

11. **Local Hazard Mitigation Plan** - Approve the professional service agreement with Atlas Planning Solutions to develop a Hazard Mitigation Plan for the City of Brea for a not to exceed amount of $75,000; and Authorize the City Manager to execute the agreement.The City of Brea was awarded a Hazard Mitigation Grant Program grant from FEMA through the California Office of Emergency Services to develop a Local Hazard Mitigation Plan. A Local Hazard Mitigation Plan is a framework that guides our community in making decisions and developing policies to reduce or eliminate risk to life and property. The grant will reimburse up to $56,250 and the remaining funding will come from the General Fund and has been appropriated in the fiscal year 2022-23 Operating Budget.

12. **Authorize the Purchase of Playground Equipment and Storage Building for the Arovista Park Modernization Project, CIP 7978** - 1) Approve the purchase of playground equipment from multiple manufacturers for a total of $1,891,816.00; 2) Approve the purchase of a prefabricated storage building from Public Restroom Company for $159,922.00; and 3) Authorize the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the equipment purchase price and authorize a vendor or manufacturer change for an approved equal. Staff recommends purchasing the prefabricated storage building, playground shade structures, and playground equipment from multiple manufacturers from CIP budget.

13. **2022 State and Local Government National Class Action Opioid Lawsuit Settlement** - Adopt Resolution No. 2023-023 to authorize the City Manager to sign settlement participation forms and related documents, and take any other necessary or appropriate actions, for the City to participate in the settlement of five (5) national class action lawsuits against opioid distributors Teva, Allergan, Walmart, Walgreens, and CVS.

14. **Outgoing Payment Log and March 17, 24 & 31 and April 7, 2023 City Disbursement Registers** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

15. **City Manager**

16. **City Attorney**

17. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: March 21, 2023 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

D R A F T

BREA CITY COUNCIL
SUCCESSOR AGENCY TO THE
BREA REDEVELOPMENT AGENCY
MEETING

MINUTES
MARCH 21, 2023

GENERAL SESSION
7:00 p.m. - Council Chamber
Plaza Level
and
La Quinta Inn by Wyndham Ventura Lobby
5818 Valentine Road, Ventura, CA 93003

CALL TO ORDER/ ROLL CALL - COUNCIL
Mayor Simonoff called the meeting to order at 7:00 p.m., all members were present, except for Councilmember Vargas who was absent.

Present:	Simonoff, Marick, Hupp, Stewart
Absent:	Vargas

1. Pledge of Allegiance
Brea Girl Scouts led the Pledge of Allegiance.

2. Invocation
Pastor John Schaefer, Formation Church, delivered the Invocation.

3. Proclamation: Brea Girl Scouts
Mayor Simonoff, on behalf of the entire City Council, presented Jill Patterson, Brea Girl Scouts, with a Proclamation in honor of National Girl Scout Week. Ms. Patterson spoke about their Take Action Projects and contributions to the Brea community.

4. Commendation: Brea Little League Seniors All Stars
Mayor Simonoff, on behalf of the entire City Council, presented the Brea Little League Senior All Stars with a commendation in recognition of their achievements in being named the 2022 California District 56 Senior All Star Champions.

5. Report - Prior Study Session
None.

6. Community Announcements

Councilmember Hupp announced that Caltrans is hosting a free paper shredding event for Orange County residents this Saturday, March 25 at 8:00 a.m. in the Wildcatters Park parking lot. She indicated that no appointment is necessary; and up to four (4) boxes of documents per person will be accepted; the event is first-come, first-serve and they will be accepting items until 10:00 a.m. or when full capacity is reached.

Mayor Pro Tem Marick announced that the Brea Fitness Center is hosting its annual Well-Fit Day on Saturday, March 25, starting at 8 a.m. She encouraged the community to celebrate healthy living with a day of fun-filled group exercise classes, healthy food tastings, chair massages, and more. She added that the event is free for Brea Fit members, and $7 for non-members.

Mayor Pro Tem Marick encouraged the community to participate in this year's Love Brea day of service, on Saturday, April 22. She announced that residents may sign up to volunteer for a project, and available service projects range from gardening to clean-up.

Councilmember Stewart announced that the Fourth Annual Pet Expo will be held on Saturday, April 1 from 9:00 a.m. to 3:00 p.m. at the Brea Community Center and will feature over 100 vendors, highlighting pet products, learning opportunities, pet adoptions, and K-9 demonstrations.

Councilmember Stewart announced that OC Waste & Recycling is hosting a free compost giveaway at the Olinda Alpha Landfill and that Orange County residents can pick up free compost on Saturday, April 1, between 8:00 a.m. and noon, while supplies last.

7. Matters from the Audience

Adam Prior, Public Policy staffer, Brea Chamber of Commerce, introduced himself to the City Council.

8. Response to Public Inquiries - Mayor / City Manager

None.

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

9. March 7, 2023 City Council Regular Meeting Minutes

The City Council approved the March 7, 2023 City Council Regular Meeting Minutes.

10. 2022 General Plan Annual Report

Community Development Director Killebrew provided a brief presentation explaining the item in response to a question that was received.

The City Council received and filed the 2022 General Plan and Housing Element Annual Report and directed staff to submit the Housing Element Annual Report to the California Department of Housing and Community Development (HCD) and Office of Planning and Research (OPR).

11. Property Tax Exchange Agreement between the City of Brea and the County of Orange for the Annexation of Remnant Brea 265 Property
The City Council adopted Resolution No. 2023-014 approving a Property Tax Exchange Agreement between the City of Brea and the County of Orange for the annexation of approximately 1.45 acres of unincorporated Orange County land that is generally located at the northeast corner of Valencia Avenue and Rose Drive.

12. Professional Services Agreement for EJ Ward, Inc.
The City Council approved the upgrade to the EJ Ward, Inc. Fueling System equipment in the amount of $105,043.

13. Approve renaming of the Brea War Memorial to the Brea Veterans Memorial
The City Council adopted Resolution No. 2023-015 authorizing the name change.

14. Professional Services Agreement with Arts Orange County for Cultural Arts Master Plan
The City Council approved the Professional Services Agreement in an amount not-to-exceed $50,000.

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

Motion was made by Council Member Hupp, seconded by Council Member Stewart to approve City Council Consent Items 9 - 15.

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

Other: Council Member Vargas (ABSENT)

Passed

ADMINISTRATIVE ANNOUNCEMENTS

16. City Manager
None.

17. City Attorney
None.

18. Council Requests
None.

COUNCIL ANNOUNCEMENTS

Councilmember Stewart announced that a replica of the Vietnam Veteran's War Memorial and mobile education center will be on display in Hawaiian Gardens from March 23-26 and in Menifee from April 6-9.

ADJOURNMENT

Mayor Simonoff adjourned the General Session at 7:31 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 18 day of April, 2023.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: April 7, 2023 City Council Special Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

D R A F T

BREA CITY COUNCIL
SUCCESSOR AGENCY TO THE
BREA REDEVELOPMENT AGENCY
SPECIAL MEETING

MINUTES
APRIL 7, 2023

WORKSHOP
10:30 a.m. - Brea Community Center - Art Studio
695 Madison Way, Brea, California, 92821

CALL TO ORDER/ ROLL CALL - COUNCIL
Mayor Simonoff called the meeting to order at 10:35 a.m., all members were present, except Councilmember Stewart who arrived at 11:15 a.m.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

1. **Matters from the audience**
   None.

DISCUSSION ITEM

2. **Council-Executive Staff Workshop**
   Council and staff discussed: Citywide operational goals, Fiscal Year 2023-24 Council Priorities & Projects Status Update, upcoming topics, City follow-up, and roles and norms for City Councilmembers.

ADJOURNMENT
Mayor Simonoff adjourned the meeting at 2:10 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 18 day of April, 2023

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: Annual Report Related to Police Department Use of Military Equipment as required by Government Code § 7072

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

In March 2022, the Police Department drafted a Military Equipment policy, as required by Government Code § 7070-7075.

Ordinance No. 1227 was adopted by the City Council on May 17, 2022, adopting the Police Department's Military Equipment policy.

Government Code § 7072 requires the Police Department submit to the City Council an annual report that includes:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- The quantity possessed for each type of military equipment.
- If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

In order to address some of the above topics, specifically on-hand quantities and ongoing costs, the Police Department updated the Military Equipment policy and Military Equipment Inventory on March 22, 2023. The updated policy and inventory are attached with this Staff Report.

The remaining topics are outlined below.

Summary of Use:

- Lenco BearCat: used to transport SWAT operators from Brea PD and allied agencies during SWAT training and operations

- R&S Custom Trailer: used as a command post during DUI checkpoints
- Daniel Defense Rifles: deployed on occasion by patrol and SWAT officers in order to gain compliance from potentially armed individuals.
- Defense Technology Low Roll II Distraction Device: one device was deployed during a SWAT operation in September 2022 in Bellflower, CA
- Various Distraction Devices, Various Gas Canisters, and 40MM Sponge Rounds were used for required annual training and certification of SWAT officers.

Complaints/Concerns: The Police Department did not receive any complaints, concerns, or questions related to the Department's ownership or use of military equipment.

Audit: All uses of military equipment were done in compliance with state and federal laws and were within department policy. There were no known incidents of misuse or policy violations.

Acquisition: During the past 12 months, the La Habra Police Department purchased a second Lenco BearCat. This BearCat is used by members of North County SWAT, including Brea PD officers. There is no fiscal impact to the City of Brea.

A copy of this Annual Report, Policy, and Inventory will be posted on the Police Department's website, as required by law.

COMMISSION/COMMITTEE RECOMMENDATION

Not applicable.

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lt. Christopher Harvey
Concurrence: Adam Hawley, Chief of Police

Attachments

Military Equipment Use policy
Military Equipment Inventory

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Military Equipment – Government Code § 7070 defines "military equipment as including:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

705.2 POLICY

It is the policy of the Brea Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Brea Police Department that there shall be legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the supervisor in charge of asset tracking to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the City Council for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Brea Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

(h) Coordinating the processing of complaints and concerns submitted as outlined in this policy.

705.4 MILITARY EQUIPMENT INVENTORY

The items referenced below meet the definition of "Military Equipment" as defined in Government Code § 7070. Items are organized based on equipment categories or types as defined in Government Code § 7070(c). Only categories or types of equipment owned or used by Brea Police Department personnel are included in this inventory. If a category or type is omitted that means that the Brea Police Department does not own or use equipment in that category.

As required by Government Code §§ 7070-7072, information listed in each category or type of military equipment includes the quantity of each type, along with its use and capabilities, expected lifespan, manufacturer's product description, purpose, authorized use, purchase cost, annual upkeep costs, legal and procedural rules governing use, and training required to use each type of military equipmnet.

705.4.1 ITEMS THAT ARE EXPENDABLE AND/OR PERISHABLE

Some items listed are expendable (can be used or expended) and/or perishable (have shelf lives and expiration dates). These include, but are not limited to, launchable munitions and flashbangs. For perishable and/or expendable items, the attached inventory will include a maximum quantity along with the quantity at the moment in time of the inventory. Being expendable and perishable, the current inventory will be in constant flux and may not match what is listed in the attachment. The Police Department may maintain up to the listed amount of each such expendable or perishable item unless and until this Policy is amended to approve a different type or amount, without additional approval from the governing body.

705.4.2 MILITARY EQUIPMENT USE CONSIDERATIONS

The following shall apply to any military equipment acquired and authorized by the department:

1. Use of the equipment shall be necessary because there are no reasonable alternatives that can achieve the same objective of officer and civilian safety.
2. Use of the equipment will serve to safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The equipment is reasonably cost effective compared to any available alternatives that can achieve the same objective of officer and civilian safety
4. The equipment shall only be used by department employees who have received required training, including any courses required by the Commission on Peace Officer Standards and Training (POST), and/or who otherwise possess established qualifications for each item type of equipment, unless an emergency or other exigent circumstances exist.
5. The equipment shall comply with other pertinent Brea Police Department Policies including, but not limited to, Use of Force, Control Devices and Techniques, Search and Seizure, and First Amendment Assemblies.

705.4.3 MILITARY EQUIPMENT INVENTORY

See attachment: Brea Police Dept Military Equipment Inventory (updated 4-6-2023).pdf

All military equipment kept and maintained by the Brea Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description for each type of equipment.
2. The capabilities of each type of equipment.
3. The purposes and authorized uses for which the Department proposes for each type of equipment.

4. The expected lifespan of each type of equipment.
5. The fiscal impact of each type of equipment, both initially and for ongoing maintenance.
6. The quantity of each type of equipment, whether maintained or sought.

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval for use of military equipment from the City Council by way of an ordinance adopting a new or revised military equipment use policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the City Council.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment shall not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval of this policy, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072). The Chief of Police or the authorized designee shall post each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(e) The quantity possessed for each type of military equipment.

(f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

705.9 COMPLIANCE

The Military Equipment Coordinator will ensure that all Department members comply with this policy and will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, as appropriate, the violation(s) will be referred to the Professional Standards Unit and handled as Personnel Complaints. All instances of non-compliance will be reported to City Council via the annual military equipment report.

Any member of the public can register a question or concern regarding military use equipment by contacting the Brea Police Department via telephone to the Brea Police Department Watch Commander at 714-990-7624. A response to the question or concern shall be completed and provided by the Department in a timely manner, but not to exceed thirty (30) days.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be routed to the Professional Standards Unit as provided for citizen complaints

Attachments

Brea Police Dept Military Equipment Inventory (updated 4-6-2023).pdf

ARMORED PERSONNEL CARRIERS
[Government Code section 7070(c)(2)]

Item: LENCO BEARCAT

Quantity: 2*

*These items are owned and maintained by the Fullerton Police Department and La Habra Police Department, but are mutual aid assets used by Brea Police Department personnel as part of a regional SWAT team.

Use and Capability: Commercially-produced, four-wheeled armored personnel carrier and rescue vehicle; capable of transporting 10-12 fully equipped SWAT officers, with an open floor plan to allow for rescue of downed personnel or victims/civilians. The vehicle can be used for both SWAT and non-SWAT incidents.

Expected Lifespan: 25 years.

Manufacturer's Product Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: To be used in response to dangerous incidents to enhance officer and citizen/victim safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall be authorized by a Watch Commander or SWAT Commander, based on specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Purchase Price: $315,518.65**

**Both BearCat vehicles were obtained through the UASI group procurement process.

Annual Upkeep Costs: Annual maintenance cost of approximately $5,000 per vehicle (paid for by the City of Fullerton and City of La Habra)

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Training Required: All drivers/operators must first attend formalized in-house instruction which includes vehicle operations and practical driving instruction.

COMMAND AND CONTROL VEHICLES
[Government Code section 7070(c)(5)]

Item: R & S CUSTOM TRAILER MODEL T-22PR ROAD HAULER (CERT Trailer)

Quantity: 1

Use and Capability: A vehicle-towed mobile office trailer that provides shelter, access to department computer systems, and restroom facilities during extended events.

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: The 2011 Model T-22 Road Hauler trailer is a 22 feet long box trailer that has is used as a mobile, portable command post for primary use by the Civilian Emergency Response Team and can be utilized by the Police Department for DUI checkpoints and as a command post at community events. Additional authorized uses of the CERT Trailer may include, but are not limited to, critical incidents, emergencies and natural disasters.

Authorized Use: Only City of Brea personnel who have completed any required training and have obtained the California Department of Motor Vehicles Class B Driver License will be allowed to tow the CERT Trailer.

Purchase Price: $0*

*The Anaheim/Santa Ana UASI group completed the procurement process of the CERT Trailer for the City of Irvine, utilizing FY2008 UASI funds to purchase a volunteer management/equipment trailer in support of FEMA's Citizen Corps Program, specifically the Community Emergency Response Teams (CERT). This trailer was issued to the City of Irvine's CERT Program through the Irvine Police Department. In 2014, the Anaheim/Santa Ana UASI grant office was notified that the Irvine CERT program could no longer use the trailer due to operational and administrative issues, they returned the trailer for issuance to another CERT program. The Anaheim/Santa Ana UASI office identified the City of Brea to receive this trailer for use in support of its CERT Program. The trailer was issued to the City of Brea's CERT Program through the Brea Police Department. The CERT Program was later moved to the Brea Fire Department who then took over the administration of CERT and the trailer.

Annual Upkeep Costs: Approximately $200

Legal and Procedural Rules: Use of the CERT Trailer is not governed by the policies of the Brea Police Department, and may be used at the discretion of the Emergency Preparedness Coordinator or Brea Fire Department Administration.

Training Required: The driver towing the CERT Trailer shall be a City of Brea employee who possesses a valid California Department of Motor Vehicles Class B Driver License.

EXPLOSIVE BREACHING APPARATUSES AND RELATED MUNITIONS
[Government Code section 7070(c)(7)]

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

Use and Capability: This weapon allows for SWAT Officers to safely utilize shotgun breaching rounds in order to disable deadbolts, locks, and door hinges. There is a spiked stand-off built into the end of the barrel to allow for positive placement of the gun into the correct position. The stand-off has vents to deflect debris and gases to prevent overpressure. The weapon can also defeat windows and sliding glass doors with a flash bang round (a less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second)

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: To allow SWAT officers to defeat locks and/or hinges to safely enter a structure.

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police

Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

Description: A round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges.

Current Inventory: 25 rounds

Usual Inventory: 30 rounds

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $6.09 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

SPECIALIZED FIREARMS / ASSAULT WEAPONS
[Government Code section 7070(c)(10)]

Item: DANIEL DEFENSE MODEL DDM4V7, 5.56 MM, 11" BARREL

Quantity: 60

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16-inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL G36C, 5.56 MM, 8.9" BARREL

Quantity: 3

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: With its short 8.98 inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $900 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL MP7, 4.6x30MM, 7" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Smaller than a conventional submachine gun, the 4.6 mm MP7A1 is a compact and lightweight Personal Defense Weapon that can be carried like a handgun yet is capable of rifle-like effectiveness. The HK-developed 4.6 mm x 30 ammunition provides the penetration approaching that of an assault rifle round and is able to defeat the types of body armor frequently found in the hands of terrorists and criminal gangs, in particular that of the former Soviet Bloc special forces, now the standard NATO test target (CRISAT).

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in

compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,200 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH, MODEL 416D, 5.56MM, 11.5" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Heckler & Koch developed the HK416 for U.S. special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system found on the G36, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $0*

*These rifles were obtained with credit from traded-in older model rifles

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: DANIEL DEFGENSE MODEL DDM4 V7S, 5.56 MM, 11.5" BARREL

Quantity: 10

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16 inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP

Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws. These particular rifles are assigned to Department members who are assigned to North County SWAT, and the officers who are issued these rifles carry them in both patrol and SWAT operations.

Purchase Price: $1,759 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: LARUE TACTICAL OPTIMIZED BATTLE RIFLE (OBR), 7.62 MM

Quantity: 1

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 15 years

Manufacturer's Product Description: The LaRue OBR (Optimized Battle Rifle) was built from the ground up, using a newly designed upper-receiver platform, combined with a lower, inspired from our successful 5.56 MM lower. Both the upper and lower are CNC-machined from billet, for the optimum fit and consistency. The receiver components are designed with more material in critical areas to alleviate known issues of weakness in 7.62 platforms and to stiffen the receiver...translating into maximum accuracy.

Purpose: Sniper rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a specific POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: This rifle may only be used by SWAT Officers who have successfully completed a POST-certified rifle marksmanship or sniper course. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

FLASHBANG GRENADES, TEAR GAS, AND PEPPER BALLS [Government Code section 7070(c)(12)]

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 19

Usual Inventory: 20

Use and Capability: Device used to distract device used to disorient or divert a suspect'(s) attention away from SWAT Officers using light and sound. This device can allow SWAT Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This device can prevent injury to officers and citizens. This device can lead to a safer resolution and allow SWAT Officers to take a suspect'(s) into custody without force

Expected Lifespan: Until expended

Manufacturer's Product Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. This is a modified version of the Low Roll II Non-Reloadable Distraction Device that is designed for use in high humidity environments, which incorporates a water-resistant charge tube. The standard render safe practice involving 24-hour water submersion will no longer be effective for the high humidity devices, please consult the render safe procedure for incineration in the instructions.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used by officers who have been trained in their proper use, in hostage and barricaded subject situations, in high-risk warrant (search/arrest) services where there may be extreme hazards to officers, during other high-risk situations where their use would enhance officer safety, and during training exercises.

Purchase Price: $46 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used by any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: Prior to use, officers must successfully complete diversionary device training that is conducted by POST-certified instructors.

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 2

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber

Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 15

Usual Inventory: 10

Use and Capability: Handheld/throwable or weapon-launchable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $28 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 28

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $44 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 33

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse OC chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The OC Triple-Chaser® Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 9

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $39 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department,

but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 6

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse inert smoke.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $49 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and

Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

Use and Capability: A compressed-air powered launcher designed to launch non-lethal PepperBall projectiles, both inert and irritant-containing, at a maximum distance of 150 feet.

Expected Lifespan: 20 years

Manufacturer's Product Description: FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $573.25

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Related Munitions:

Item: PEPPERBALL LIVE-X PROJECTILES

Manufacturer's Product Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™rounds.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $2,500 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL INERT PROJECTILES

Manufacturer's Product Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $646 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

LONG RANGE ACOUSTIC DEVICE (LRAD)
[Government Code section 7070(c)(13)]

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

Use and Capability: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Expected Lifespan: 25 years

Manufacturer's Product Description: The Model 100X Portable Hailing System is a self-contained, hand-held, portable communications device for use in on-scene and tactical communications. It has the capability to be 20-30 dB louder than legacy bullhorns and vehicle-based P.A. systems, while still being 4x- 6x louder and more intelligible than products with a comparable size and weight. Weighing at only 15 lbs. (6.8 kg) with battery, accessories, and cables, the easy portability of the 100X can safely communicate beyond standoff distances to determine intent. The highly intelligible voice messages over distances up to 600 meters; max range of 250 meters over 88 dB of background noise and 137dB SPL @ 1 meter, A-weighted maximum continuous output. Taking advantage of its focused, directional sound pattern, optimized driver and waveguide technology, the 100X can penetrate buildings and vehicles to ensure communications are heard and understood. The warning tone provides a safer alternative to non-lethal measures and safely modifies behavior while creating additional time to scale the escalation of force if necessary. With an 8-hour rechargeable battery, optional power sources and water-resistant casing, the 100X creates an instant acoustic standoff perimeter even through wind, engines, sirens, and noisy crowds. The 100X is easily operable with gloves or MOPP gear using the simple user interface.

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: The LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Purchase Price: $12,293.95

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: No formal training is required, however SWAT Operators trained in the use of the LRAD should set up and operate the device.

PROJECTILE LAUNCH PLATFORM AND RELATED MUNITIONS [Government Code section 7070(c)(14)]

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

*Four launchers are assigned to the SWAT team, nine launchers are assigned to Patrol

Use and Capability: 40MM Launchers are utilized by department personnel as a less lethal tool to launch less-lethal impact rounds, and authorized CS and OC rounds.

Expected Lifespan: 15 years

Manufacturer's Product Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single- and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

Current Inventory: 679 rounds

Usual Inventory: 675 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $18 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY, 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact.

Current Inventory: 33 rounds

Usual Inventory: 35 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE-PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact.

Current Inventory: 16 rounds

Usual Inventory: 20 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

*4 shotguns are assigned to the SWAT team, 9 are assigned to Patrol

Use and Capability: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

Expected Lifespan: 25 years

Manufacturer's Product Description: For a half century the Remington Model 870P has been the pump shotgun of choice for government agencies. With over 10 million produced to date, it remains the standard by which all pump actions are measured. Its dual, non-binding action bars deliver ultra-smooth, reliable cycling. The ultimate pump shotgun, the Model 870P stands the test of time, extreme conditions and duty.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by and orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize". The Drag Stabilized Model is an aerodynamic projectile; however, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized model is very accurate; however, effectiveness is dependent upon many variables such as distance, clothing, stature, and the point where the projectile impacts.

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $5 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement

purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

ARMORED PERSONNEL CARRIERS
[Government Code section 7070(c)(2)]

Item: LENCO BEARCAT

Quantity: 2*

*These items are owned and maintained by the Fullerton Police Department and La Habra Police Department, but are mutual aid assets used by Brea Police Department personnel as part of a regional SWAT team.

Use and Capability: Commercially-produced, four-wheeled armored personnel carrier and rescue vehicle; capable of transporting 10-12 fully equipped SWAT officers, with an open floor plan to allow for rescue of downed personnel or victims/civilians. The vehicle can be used for both SWAT and non-SWAT incidents.

Expected Lifespan: 25 years.

Manufacturer's Product Description: The Lenco BearCat G2 is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat G2 part of their standard operating procedure. The G2 has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers with a long list of tactical features only found on the Lenco BearCat line of armored SWAT vehicles for Police and Government.

Purpose: To be used in response to dangerous incidents to enhance officer and citizen/victim safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall be authorized by a Watch Commander or SWAT Commander, based on specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Purchase Price: $315,518.65**

**Both BearCat vehicles were obtained through the UASI group procurement process.

Annual Upkeep Costs: Annual maintenance cost of approximately $5,000 per vehicle (paid for by the City of Fullerton and City of La Habra)

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Training Required: All drivers/operators must first attend formalized in-house instruction which includes vehicle operations and practical driving instruction.

COMMAND AND CONTROL VEHICLES
[Government Code section 7070(c)(5)]

Item: R & S CUSTOM TRAILER MODEL T-22PR ROAD HAULER (CERT Trailer)

Quantity: 1

Use and Capability: A vehicle-towed mobile office trailer that provides shelter, access to department computer systems, and restroom facilities during extended events.

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: The 2011 Model T-22 Road Hauler trailer is a 22 feet long box trailer that has is used as a mobile, portable command post for primary use by the Civilian Emergency Response Team and can be utilized by the Police Department for DUI checkpoints and as a command post at community events. Additional authorized uses of the CERT Trailer may include, but are not limited to, critical incidents, emergencies and natural disasters.

Authorized Use: Only City of Brea personnel who have completed any required training and have obtained the California Department of Motor Vehicles Class B Driver License will be allowed to tow the CERT Trailer.

Purchase Price: $0*

*The Anaheim/Santa Ana UASI group completed the procurement process of the CERT Trailer for the City of Irvine, utilizing FY2008 UASI funds to purchase a volunteer management/equipment trailer in support of FEMA's Citizen Corps Program, specifically the Community Emergency Response Teams (CERT). This trailer was issued to the City of Irvine's CERT Program through the Irvine Police Department. In 2014, the Anaheim/Santa Ana UASI grant office was notified that the Irvine CERT program could no longer use the trailer due to operational and administrative issues, they returned the trailer for issuance to another CERT program. The Anaheim/Santa Ana UASI office identified the City of Brea to receive this trailer for use in support of its CERT Program. The trailer was issued to the City of Brea's CERT Program through the Brea Police Department. The CERT Program was later moved to the Brea Fire Department who then took over the administration of CERT and the trailer.

Annual Upkeep Costs: Approximately $200

Legal and Procedural Rules: Use of the CERT Trailer is not governed by the policies of the Brea Police Department, and may be used at the discretion of the Emergency Preparedness Coordinator or Brea Fire Department Administration.

Training Required: The driver towing the CERT Trailer shall be a City of Brea employee who possesses a valid California Department of Motor Vehicles Class B Driver License.

EXPLOSIVE BREACHING APPARATUSES AND RELATED MUNITIONS
[Government Code section 7070(c)(7)]

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

Use and Capability: This weapon allows for SWAT Officers to safely utilize shotgun breaching rounds in order to disable deadbolts, locks, and door hinges. There is a spiked stand-off built into the end of the barrel to allow for positive placement of the gun into the correct position. The stand-off has vents to deflect debris and gases to prevent overpressure. The weapon can also defeat windows and sliding glass doors with a flash bang round (a less lethal 2.4 inch, 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second)

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

Purpose: To allow SWAT officers to defeat locks and/or hinges to safely enter a structure.

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police

Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

Description: A round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges.

Current Inventory: 25 rounds

Usual Inventory: 30 rounds

Authorized Use: Use of any explosive breaching device shall only occur after authorization by the Incident Commander or SWAT Commander in the field, or during training exercises. Only fully trained SWAT operators shall use these weapons and munitions.

Purchase Price: $6.09 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: All SWAT Officers who use a breaching shotgun shall first successfully complete an approved explosive breaching class, and must receive annual in-house training for the use of the breaching shotgun and munitions.

SPECIALIZED FIREARMS / ASSAULT WEAPONS
[Government Code section 7070(c)(10)]

Item: DANIEL DEFENSE MODEL DDM4V7, 5.56 MM, 11" BARREL

Quantity: 60

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16-inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL G36C, 5.56 MM, 8.9" BARREL

Quantity: 3

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: With its short 8.98 inch (228 mm) barrel and buttstock folded, the G36C (compact carbine) has an overall length of less than 20 inches— shorter that an MP5 submachine gun. It is the perfect 5.56 mm weapon for use in confined areas such as a vehicle. The G36C can even be fired with its buttstock folded. With the installation of an HK G36 magazine conversion magazine well, the G36C can use widely available AR/M16/M4 type magazines.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $900 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH MODEL MP7, 4.6x30MM, 7" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Smaller than a conventional submachine gun, the 4.6 mm MP7A1 is a compact and lightweight Personal Defense Weapon that can be carried like a handgun yet is capable of rifle-like effectiveness. The HK-developed 4.6 mm x 30 ammunition provides the penetration approaching that of an assault rifle round and is able to defeat the types of body armor frequently found in the hands of terrorists and criminal gangs, in particular that of the former Soviet Bloc special forces, now the standard NATO test target (CRISAT).

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in

compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $1,200 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: HECKLER & KOCH, MODEL 416D, 5.56MM, 11.5" BARREL

Quantity: 4

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: Heckler & Koch developed the HK416 for U.S. special operations forces as a major product improvement of M4/M16-type carbines and rifles. Using the HK-proprietary gas piston system found on the G36, the HK416 does not introduce propellant gases and carbon fouling back into the weapon's interior, making it the most reliable of any M4/M16 type weapon.

Purpose: Patrol rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Patrol rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $0*

*These rifles were obtained with credit from traded-in older model rifles

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: DANIEL DEFGENSE MODEL DDM4 V7S, 5.56 MM, 11.5" BARREL

Quantity: 10

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 10 years

Manufacturer's Product Description: The DDM4 V7 AR15 style firearm features M-LOK attachment technology with the Daniel Defense MFR 15.0 rail. Built around a Cold Hammer Forged, 16 inch barrel, the V7 has a DD improved Flash Suppressor to reduce flash signature. The mid-length gas system provides smooth and reliable cycling under any condition and reduces both perceived recoil and wear on moving parts. With the M-LOK attachment points that run along 7 positions and an uninterrupted 1913 Picatinny rail on top, the V7 has plenty of room for the sights, optics, and accessories the user may require. The independently ambi GRIP-N-RIP

Charging Handle accommodates left- and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buttstock and Pistol Grip.

Purpose: Rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws. These particular rifles are assigned to Department members who are assigned to North County SWAT, and the officers who are issued these rifles carry them in both patrol and SWAT operations.

Purchase Price: $1,759 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: Prior to deploying and using a rifle, officers must first be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

Item: LARUE TACTICAL OPTIMIZED BATTLE RIFLE (OBR), 7.62 MM

Quantity: 1

Use and Capability: Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Expected Lifespan: 15 years

Manufacturer's Product Description: The LaRue OBR (Optimized Battle Rifle) was built from the ground up, using a newly designed upper-receiver platform, combined with a lower, inspired from our successful 5.56 MM lower. Both the upper and lower are CNC-machined from billet, for the optimum fit and consistency. The receiver components are designed with more material in critical areas to alleviate known issues of weakness in 7.62 platforms and to stiffen the receiver...translating into maximum accuracy.

Purpose: Sniper rifles enable officers, when in compliance with the Brea Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement minimizing the risk to officers and innocent citizens

Authorized Use: Officers who have attended a specific POST-certified rifle course may carry and deploy rifles. Rifles are to be used for law enforcement purposes, and in compliance with the Brea Police Department Use of Force policy and relevant state and federal laws.

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize rifles only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: This rifle may only be used by SWAT Officers who have successfully completed a POST-certified rifle marksmanship or sniper course. Additionally, all members that operate any rifle are required to pass a range qualification quarterly prior to use.

FLASHBANG GRENADES, TEAR GAS, AND PEPPER BALLS [Government Code section 7070(c)(12)]

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 19

Usual Inventory: 20

Use and Capability: Device used to distract device used to disorient or divert a suspect'(s) attention away from SWAT Officers using light and sound. This device can allow SWAT Officers to gain safer access to a high-risk situation, giving extra time to assess and analyze existing threats. This device can prevent injury to officers and citizens. This device can lead to a safer resolution and allow SWAT Officers to take a suspect'(s) into custody without force

Expected Lifespan: Until expended

Manufacturer's Product Description: The 11-Gram Low Roll II® Non-Reloadable Distraction Device®, High Humidity utilizes an M201A1 type fuse with Hex design steel body. This compact version of the 8933 Low Roll Distraction Device body is the newest version of the first reusable non-bursting canisters that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-size Distraction Device. This is a smaller, lighter device with the same output. This is a modified version of the Low Roll II Non-Reloadable Distraction Device that is designed for use in high humidity environments, which incorporates a water-resistant charge tube. The standard render safe practice involving 24-hour water submersion will no longer be effective for the high humidity devices, please consult the render safe procedure for incineration in the instructions.

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used by officers who have been trained in their proper use, in hostage and barricaded subject situations, in high-risk warrant (search/arrest) services where there may be extreme hazards to officers, during other high-risk situations where their use would enhance officer safety, and during training exercises.

Purchase Price: $46 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used by any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: Prior to use, officers must successfully complete diversionary device training that is conducted by POST-certified instructors.

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 2

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during its 20-25 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections, but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber

Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure. The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 15

Usual Inventory: 10

Use and Capability: Handheld/throwable or weapon-launchable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Spede-Heat™ CS Grenade is a high volume, continuous burn it expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. This launchable grenade is 6.12 in. by 2.62 in. and holds approximately 2.9 oz. of active agent.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $28 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 28

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Triple-Chaser® CS consists of three separate canisters pressed together with separating charges between each. When deployed, the canisters separate and land approximately 20 feet apart allowing increased area coverage in a short period of time. This grenade can be hand thrown or launched from a fired delivery system. The grenade is 6.5 in. by 2.7 in. and holds an approximately 3.2 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $44 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 33

Usual Inventory: 30

Use and Capability: Handheld/throwable grenade use to deploy and disperse OC chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The OC Triple-Chaser® Pyrotechnic Grenade is one of our first-ever pyrotechnic grenades that combines the effectiveness of Oleoresin Capsicum (OC) as an irritant and inflammatory agent with the flexible delivery methods, range and area coverage of pyrotechnic munitions for crowd control. The Triple-Chaser OC consists of three separate canisters pressed together. This grenade can be hand thrown or launched from a delivery system. The grenade is 6.5 in. by 2.7 in. and holds approximately 1.06 oz. of active agent payload. It has an approximate burn time of 20-30 seconds.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $35 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 9

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse CS chemical agent.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $39 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department,

but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 6

Usual Inventory: 10

Use and Capability: Handheld/throwable grenade use to deploy and disperse inert smoke.

Expected Lifespan: Until expended, or five years from date of manufacture

Manufacturer's Product Description: The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow burning, high volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Purchase Price: $49 each

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, and pursuant to State and

Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training: Sworn members utilizing chemical agent canisters must first be certified by POST less lethal and chemical agent instructors.

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

Use and Capability: A compressed-air powered launcher designed to launch non-lethal PepperBall projectiles, both inert and irritant-containing, at a maximum distance of 150 feet.

Expected Lifespan: 20 years

Manufacturer's Product Description: FTC is a high-capacity, semi-automatic launcher that is perfect for crowd management and mobile field force operations. Reliable and accurate, it features a hopper that can hold up to 180 rounds and a flexible air source configuration.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $573.25

Annual Upkeep Costs: $50

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Related Munitions:

Item: PEPPERBALL LIVE-X PROJECTILES

Manufacturer's Product Description: Our most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™rounds.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $2,500 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

Item: PEPPERBALL INERT PROJECTILES

Manufacturer's Product Description: Containing a harmless, scented powder, this projectile is best suited for training, qualifications, and direct impact when chemical exposure is not desired.

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

Authorized Use: Only SWAT Operators who have been trained in the use of PepperBall launchers are authorized to use them.

Purchase Price: $646 per 750 rounds

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this item only for official law enforcement purposes, in compliance with the Brea Police Department Use of Force policy, and pursuant to state and federal laws regarding the use of force.

Training Required: SWAT Operators utilizing PepperBall launchers and projectiles must first be trained in their use by POST certified less lethal and chemical agent instructors.

LONG RANGE ACOUSTIC DEVICE (LRAD)
[Government Code section 7070(c)(13)]

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

Use and Capability: A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Expected Lifespan: 25 years

Manufacturer's Product Description: The Model 100X Portable Hailing System is a self-contained, hand-held, portable communications device for use in on-scene and tactical communications. It has the capability to be 20-30 dB louder than legacy bullhorns and vehicle-based P.A. systems, while still being 4x- 6x louder and more intelligible than products with a comparable size and weight. Weighing at only 15 lbs. (6.8 kg) with battery, accessories, and cables, the easy portability of the 100X can safely communicate beyond standoff distances to determine intent. The highly intelligible voice messages over distances up to 600 meters; max range of 250 meters over 88 dB of background noise and 137dB SPL @ 1 meter, A-weighted maximum continuous output. Taking advantage of its focused, directional sound pattern, optimized driver and waveguide technology, the 100X can penetrate buildings and vehicles to ensure communications are heard and understood. The warning tone provides a safer alternative to non-lethal measures and safely modifies behavior while creating additional time to scale the escalation of force if necessary. With an 8-hour rechargeable battery, optional power sources and water-resistant casing, the 100X creates an instant acoustic standoff perimeter even through wind, engines, sirens, and noisy crowds. The 100X is easily operable with gloves or MOPP gear using the simple user interface.

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: The LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Purchase Price: $12,293.95

Annual Upkeep Costs: None

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize this breaching tool only for official law enforcement purposes, and pursuant to State and Federal Law. This equipment is owned and operated by Brea Police Department, but may be used any trained member of the regional SWAT team, North County SWAT, during training and SWAT operations.

Training Required: No formal training is required, however SWAT Operators trained in the use of the LRAD should set up and operate the device.

PROJECTILE LAUNCH PLATFORM AND RELATED MUNITIONS [Government Code section 7070(c)(14)]

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

*Four launchers are assigned to the SWAT team, nine launchers are assigned to Patrol

Use and Capability: 40MM Launchers are utilized by department personnel as a less lethal tool to launch less-lethal impact rounds, and authorized CS and OC rounds.

Expected Lifespan: 15 years

Manufacturer's Product Description: Manufactured exclusively for Defense Technology®, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single- and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.

Current Inventory: 679 rounds

Usual Inventory: 675 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $18 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY, 40MM CS FERRET POWDER BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Powder munition is a barricade penetrating round filled with a CS Powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling of the 40MM launcher. It is non-burning and designed to penetrate barriers. It is primarily used to dislodge barricaded subjects and can also be used for area denial. It is used by tactical teams to penetrate barriers such as windows, hollow core doors, wallboard (drywall), and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside of a structure of vehicle. The active CS agent is 7.6 grams and instantaneously discharges on impact.

Current Inventory: 33 rounds

Usual Inventory: 35 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE-PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. The active CS agent is 27.6 grams and instantaneously discharges on impact.

Current Inventory: 16 rounds

Usual Inventory: 20 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $21 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Sworn members utilizing 40mm less lethal munitions, chemical agents or impact rounds, must first be trained in their use by POST-certified less lethal and/or chemical agent instructors.

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

*4 shotguns are assigned to the SWAT team, 9 are assigned to Patrol

Use and Capability: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect, reducing the immediacy of the threat which is a principle of de-escalation.

Expected Lifespan: 25 years

Manufacturer's Product Description: For a half century the Remington Model 870P has been the pump shotgun of choice for government agencies. With over 10 million produced to date, it remains the standard by which all pump actions are measured. Its dual, non-binding action bars deliver ultra-smooth, reliable cycling. The ultimate pump shotgun, the Model 870P stands the test of time, extreme conditions and duty.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained.; potentially vicious animals; training exercises or approved demonstrations.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by and orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize". The Drag Stabilized Model is an aerodynamic projectile; however, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized model is very accurate; however, effectiveness is dependent upon many variables such as distance, clothing, stature, and the point where the projectile impacts.

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

Purchase Price: $5 per round

Legal and Procedural Rules: It is the policy of the Brea Police Department to utilize the less lethal shotguns and bean bag munitions only for official law enforcement

purposes, and pursuant to State and Federal law, including those regarding the use of force.

Training Required: Officers must be trained in the 12 gauge less lethal option by in-service or other training prior to use.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7

RECOMMENDATION

Receive and approve the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopt the Resolutions of Intent to set a Public Hearing for each District on May 16, 2023, at 7:00 p.m.

BACKGROUND/DISCUSSION

The City of Brea has seven annually assessed Maintenance Districts. Per the 1972 Landscape and Lighting Act, the local agency shall conduct public meetings to establish and adopt the upcoming annual District budget. These District meetings provide the homeowners with updates on future landscape improvements and solicit concerns regarding the maintenance of the common areas. Below are the summary results of each meeting. Referenced in Exhibit A is a map of the seven Districts.

Maintenance District #1 (American National - 103 Parcels)
On March 29, 2023, two representatives of two parcels attended. The total estimated costs for FY 2023-24 are $56,590. The total annual assessment amount for this District is currently $55,929. Recommended for FY 2023-24 are no changes. The annual assessment will remain at $543 per parcel per year. As of June 30, 2022, reserves are $4,707, yielding 8% of the operational budget.

Maintenance District #2 (Baldwin - 297 Parcels)
The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. On March 27, 2023, one representative of one parcel attended. The total estimated costs for FY 2023-24 will be $7,915. The total annual assessment for this District is currently $5,495. Recommended for FY 2023-24 are no changes. The estimated costs for FY 2023-24 will require the expenditure of $2,420.00 from the District's reserve fund. The annual assessment will remain at $18.50 per parcel per year. As of June 30, 2022, reserves are $36,241 yielding 457% of the operational budget.

Maintenance District #3 (Eagle Development - 188 Parcels)
On March 29, 2023, two representatives of two parcels attended, one in-person and one by telephone (before the meeting), and directed staff to increase the assessment by the CPI of 4.9% for the prior 12-month calendar year. The total estimated costs for FY 2023-24 are $110,749. The total annual assessment for this District is $104,047, or $553.44 per parcel per year, the

maximum allowable assessment for FY 2022-23. The recommended assessment would increase to $109,145 or $580.56 per parcel per year, an increase of $27.12 annually. As of June 30, 2022, reserves are $76,335, yielding 68% of the operational budget.

Maintenance District #4 (Ponderosa - 230 parcels)
The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscaped areas. On March 27, 2023, there was no attendance. The total estimated costs for FY 2023-24 are $5,093. Recommended for FY 2023-24 are no changes. The annual assessment will remain at $12 per parcel per year. As of June 30, 2022, reserves are $18,444, over 362% of the operational budget.

Maintenance District #5 (Konweiser - 113 Parcels)
On March 28, 2023, four representatives of four parcels attended and directed staff to increase the assessment by the CPI of 4.9% for the prior 12-month calendar year. The total estimated costs for FY 2023-24 are $136,295. The total annual assessment for this District is $116,592 or $1,031.79 per parcel per year. The recommended assessment would increase to $1,171.15 per parcel per year, an increase of $54.71 per year. As of June 30, 2022, reserves are $78,472, yielding 57% of the operational budget.

Maintenance District #6 (Schmid Development - 135 Parcels)
Of the seven Districts, this is the largest District with 16 acres of common landscaped areas. On March 28, 2023, 11 representatives of 11 parcels attended the meeting and requested to keep the current assessment the same. The total estimated costs for FY 2023-24 are $243,620. The total annual assessment for this District is $236,297 or $1,750.35 per parcel per year. As of June 30, 2022, reserves are $102,208, yielding 42% of the operational budget.

Maintenance District #7 (Baywood Development - 96 Parcels)
On March 27, 2023, two representatives of two parcels attended and directed staff to raise the assessment to the maximum allowable level. The total estimated costs for FY 2023-24 are $32,678. The current annual assessment for this District is $33,411 or $348.03 per parcel per year, which was the maximum allowable assessment for FY 2022-23. The recommended assessment would increase to $365.08 per parcel per year, an increase of $17.05 per year. As of June 30, 2022, reserves are $265, yielding 4% of the operational budget.

COMMISSION/COMMITTEE RECOMMENDATION

This item was reviewed at the Finance Committee's meeting on April 11, 2023, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

Per the 1972 Landscape and Lighting Act, the local agency shall conduct public meetings to establish and adopt the upcoming annual District budget. Staff met with the homeowners to discuss the coming year's budget and improvement projects. Separate assessments provide for all funding for the maintenance of the Districts, including reimbursing the General Fund for staff time. There will be no impact on the General Fund by this action.

The estimated assessments for FY 2023-24, as detailed in the Engineer's Report, are as follows:

Maintenance District	2022-2023 Assessment Per Lot Per Year	2023-2024 Assessment Per Lot Per Year	Change in Assessment Per Lot Per Year	% Change
M.D. #1	$543.00	$543.00	$0	0%
M.D. #2	$18.50	$18.50	$0	0%
M.D. #3	$553.44	$580.56	$27.12	4.9%
M.D. #4	$12.00	$12.00	$0	0%
M.D. #5	$1,031.79	$1,082.35	$50.56	4.9%
M.D. #6	$1,750.35	$1,750.35	$0	0%
M.D. #7	$348.03	$365.08	$0	4.9%

The recommended action is to accept the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6, and 7 and that a Resolution of Intent is adopted, setting a Public Hearing for each District on May 16, 2023, at 7:00 p.m.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Bill Bowlus, Superintendent
Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

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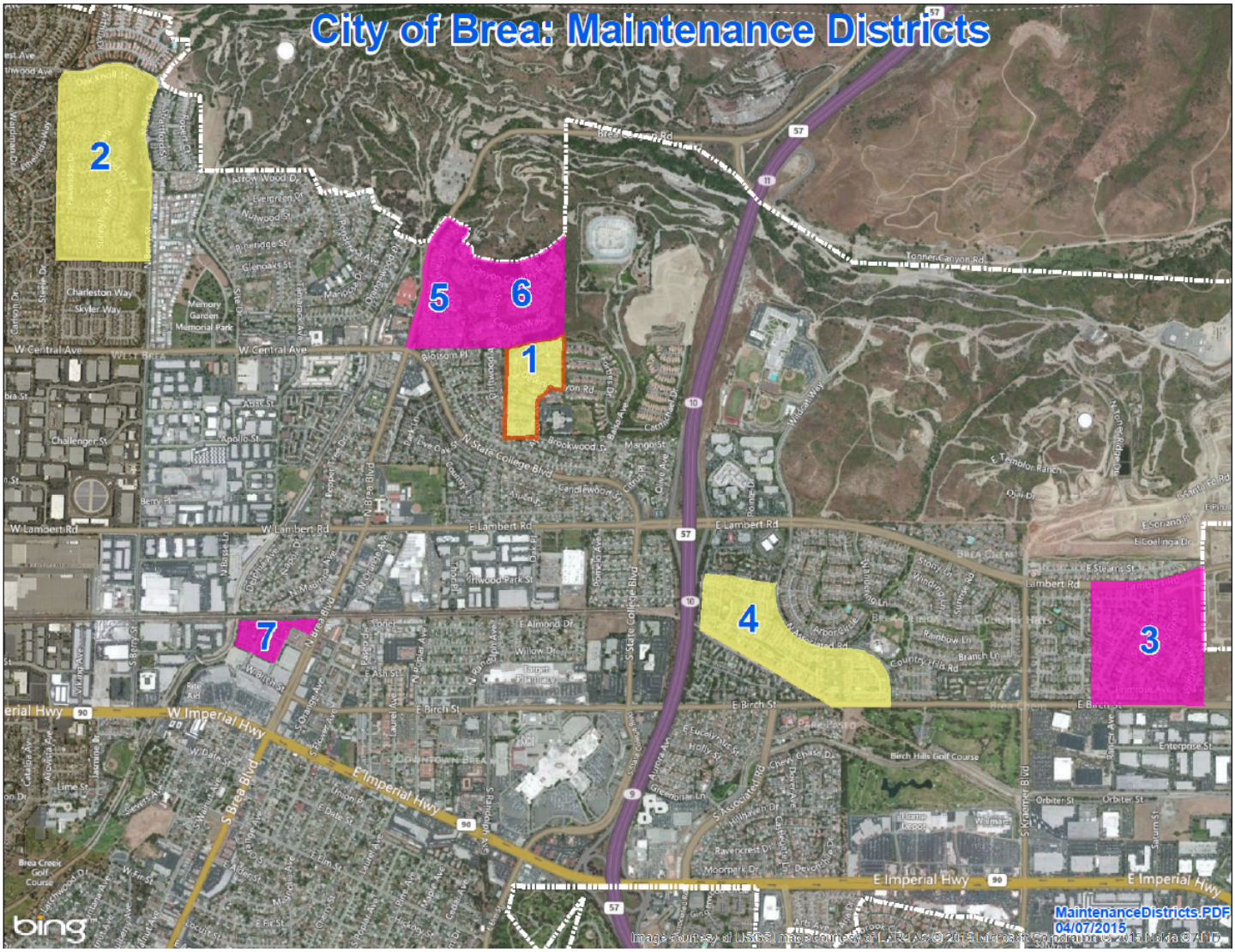
Attachments

Exhibit A
Reso LLMD1
Reso LLMD2
Reso LLMD3
Reso LLMD4
Reso LLMD5
Reso LLMD6
Reso LLMD7
Engineer's Reports LLMD 1-7

Exhibit A


City of Brea: Maintenance Districts
1
2
3
4
5
6
7
W Central Ave
W Lambert Rd
E Lambert Rd
W Imperial Hwy
E Imperial Hwy
S Brea Blvd
S State College Blvd
Tonner Canyon Rd
Brea Creek Golf Course
Birch Hills Golf Course
Walmart
MaintenanceDistricts.PDF
04/07/2015
bing

RESOLUTION NO. 2023-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 1 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 1 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments

during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 1," an area encompassed by Final Tract Nos. 9121, 9341 and 9342 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 9121, 9341 and 9342. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 9121, 9341 and 9342.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting District No. 1 for fiscal year 2023-2024. Said proposed assessment per lot is in

the amount of $543.00.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 1 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

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

RESOLUTION NO. 2023-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 2 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING OF THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Lighting Assessment District No. 2 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Lighting Assessment District No. 2 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscaping and Lighting Act of 1972," on that area designated "City of Brea Lighting Assessment District No. 2," an area encompassed by Final Tracts Nos. 9227, 9228 and 8857 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract No. 9227, 9228 and 8857.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Lighting Assessment District No. 2 for fiscal year 2023-2024. Said proposed assessment per lot is in the amount of $18.50.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the

time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Lighting Assessment District No. 2 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 2

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

RESOLUTION NO. 2023-018

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 3 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 3 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting District Assessment No. 3," an area encompassed by Final Tract No. 8242 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract No. 8242. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract No. 8242.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 3 for fiscal year 2023-2024. Said proposed assessment

per lot is in the amount of $580.56.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 3 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3

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

RESOLUTION NO. 2023-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 4 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING OF THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Lighting Assessment District No. 4 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Lighting Assessment District No. 4 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments

during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscaping and Lighting Act of 1972," on that area designated "City of Brea Lighting District No. 4," an area encompassed by Final Tract Nos. 10224, 10324, 10325, 10327 and 9298 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 10224, 10324, 10325, 10326, 10327, and 9298.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Lighting District No. 4 for fiscal year 2023-2024. Said proposed assessment per lot is in the amount of $12.00.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council

Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Lighting Assessment District No. 4 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 4

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

RESOLUTION NO. 2023-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 5 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 5 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of

the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 5," an area encompassed by Final Tract Nos. 9111, 9414, & 9473 and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 9111, 9414 and 9473. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 9111, 9414, and 9473.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 5 for fiscal year 2023-2024. Said proposed assessment per lot is in the amount of $1082.35, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council

Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 5 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5

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

RESOLUTION NO. 2023-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 6 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 6 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments

during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 6," an area encompassed by Final Tract Nos. 8820, 9531, and 9532, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 8820, 9531, and 9532. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 8820, 9531, and 9532.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and Lighting Assessment District No. 6 for fiscal year 2023-2024. Said proposed assessment

per lot is in the amount of $1750.35, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 6 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6

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

RESOLUTION NO. 2023-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE REPORT FILED PURSUANT TO SECTION 22623 OF THE STREETS AND HIGHWAYS CODE WITH RESPECT TO CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7 AND FIXING AND GIVING NOTICE OF A TIME AND PLACE FOR A PUBLIC HEARING ON THE LEVY OF AN ASSESSMENT ON SAID DISTRICT FOR FISCAL YEAR 2023-2024

A. RECITALS:

(i) This Council heretofore adopted a resolution creating City of Brea Landscape and Lighting Assessment District No. 7 pursuant to Division 15 of the California Streets and Highways Code.

(ii) The Director of Public Works has prepared, filed with the City Clerk and presented to this Council a report relating to said assessment pursuant to the provisions of Section 22623 of the California Streets and Highways Code.

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. The above-described report submitted by the Director of Public Works relating to City of Brea Landscape and Lighting Assessment District No. 7 is hereby approved as filed.

3. This Council hereby declares its intention to levy and collect assessments during fiscal year 2023-2024 pursuant to Division 15 of the Streets and Highways Code of the State of California, known as the "Landscape and Lighting Act of 1972," on that area designated "City of Brea Landscape and Lighting Assessment District No. 7," an area encompassed by Final Tract Nos. 14658, 14657, 15070 and 14656, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

4. A general description of the improvements proposed for the aforementioned district is as follows:

The maintenance and possible future replacement of lighting, landscaping and any facilities which are appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks or paving, or water, irrigation, drainage, or electrical facilities. Said maintenance and servicing of said lighting shall be in the area of Tract Nos. 14658, 14657, 15070 and 14656. Said landscaping and related facilities shall be in the lettered lots, common parking bays and related planters within Final Tract Nos. 14658, 14657, 15670 and 14656.

5. Reference hereby is made to the report of the Director of Public Works relating to the said assessment district herein above approved. Said report is on file with the City Clerk of the City of Brea and contains a full and detailed description of the improvements, the boundaries of the assessment district and contains the proposed assessments upon assessable lots and parcels of land within City of Brea Landscape and

Lighting Assessment District No. 7 for fiscal year 2023-2024. Said proposed assessment per lot is in the amount of $365.08, as detailed in said report of the Director of Public Works.

6. This Council hereby fixes 7:00 p.m. on May 16, 2023, in the Council Chambers, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California, as the time and place for a hearing before this Council on the question of the levy of the proposed assessments on City of Brea Landscape and Lighting Assessment District No. 7 for fiscal year 2023-2024 and hereby gives notice of said hearing.

7. The City Clerk shall do the following:

a. Certify to the adoption of this Resolution;

b. Publish a public hearing notice once in a newspaper of general circulation located within the City of Brea at least ten days prior to May 16, 2023.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 18th day of April, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

_____
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7

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

Landscape and Lighting Maintenance District No. 1

City of Brea

Prepared under the authority of the
Landscape and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

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City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Landscape & Lighting Maintenance District No. 1

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 1, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho P.E., Director
Public Works Department

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Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background:

The City Council of the City of Brea adopted and approved Resolution Nos. 82-57 and 82-58 detaching certain territory from Landscape and Lighting Maintenance District No. 1 adopted by Resolution No. 76-74 and adopted Resolution No. 82-59 creating amended Maintenance District No. 1 in the City of Brea.

The creating of Lighting and Maintenance District No. 1 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as the "Canyon Country" development project. The amended Landscape and Lighting Maintenance District No. 1 was subsequently formed June 1, 1982 by Resolution No. 82-59.

The formation of the amended district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on June 1, 1982.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in Public Street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B **ESTIMATE OF COST**

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 1 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$15,240
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$180
	Fixed Costs Totals	**$15,595**
2. ROUTINE COSTS		
4211	Postage	$100
4249	Professional Svs/Other	$2,000
4261	Svc & Repair Equipment	$300
4266	Contract Services/Grounds Maintenance	$17,717
4282	Electric	$2,000
4285	Water	$17,500
4337	Electrical Supplies & Parts	$500
4441	Miscellaneous Expense	$100
5800	Insurance and Other Expenses	$1,590
	Routine Costs Totals	**$41,807**
	Total Costs (Fixed & Routine)	**$57,402**
	Est. Fund Balance as of 1-Jul-2023	**$4,046**
	Projected Reserve Balance 30-Jun-2024	**$2,573**
	FY 2023-24 Annual Assessments	**$55,929**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$55,929 / 103 SFR's = $543.00 / SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Asmt
1	31920129	1	9121	$543.00
2	31920128	2	9121	$543.00
3	31920127	3	9121	$543.00
4	31920126	4	9121	$543.00
5	31920125	5	9121	$543.00
6	31920124	6	9121	$543.00
7	31920123	7	9121	$543.00
8	31920122	8	9121	$543.00
9	31920121	9	9121	$543.00
10	31920120	10	9121	$543.00
11	31920119	11	9121	$543.00
12	31920118	12	9121	$543.00
13	31920117	13	9121	$543.00
14	31920116	14	9121	$543.00
15	31920115	15	9121	$543.00
16	31920114	16	9121	$543.00
17	31920113	17	9121	$543.00
18	31920112	18	9121	$543.00
19	31920111	19	9121	$543.00
20	31920110	20	9121	$543.00
21	31920109	21	9121	$543.00
22	31920108	22	9121	$543.00
23	31920107	23	9121	$543.00
24	31920106	24	9121	$543.00
25	31920105	25	9121	$543.00
26	31920104	26	9121	$543.00
27	31920103	27	9121	$543.00
28	31920102	28	9121	$543.00
29	31921224	1	9342	$543.00
30	31921223	2	9342	$543.00
31	31921222	3	9342	$543.00
32	31921221	4	9342	$543.00
33	31921220	5	9342	$543.00
34	31921219	6	9342	$543.00
35	31921218	7	9342	$543.00
36	31921217	8	9342	$543.00
37	31921216	9	9342	$543.00
38	31921201	10	9342	$543.00
39	31921202	11	9342	$543.00
40	31921203	12	9342	$543.00
41	31921204	13	9342	$543.00
42	31921205	14	9342	$543.00
43	31921206	15	9342	$543.00
44	31921207	16	9342	$543.00
45	31921208	17	9342	$543.00
46	31921209	18	9342	$543.00
47	31921210	19	9342	$543.00
48	31921212	20	9342	$543.00
49	31921211	21	9342	$543.00
50	31921213	22	9342	$543.00
51	31921214	23	9342	$543.00
52	31921215	24	9342	$543.00
53	31921101	25	9342	$543.00
54	31921102	26	9342	$543.00
55	31921103	27	9342	$543.00
56	31921104	28	9342	$543.00
57	31921105	29	9342	$543.00
58	31921106	30	9342	$543.00
59	31921107	31	9342	$543.00
60	31921108	32	9342	$543.00
61	31921109	33	9342	$543.00
62	31921319	30	9341	$543.00
63	31921320	31	9341	$543.00
64	31921321	32	9341	$543.00
65	31921322	33	9341	$543.00
66	31921323	34	9341	$543.00
67	31921324	35	9341	$543.00
68	31921325	36	9341	$543.00
69	31921326	37	9341	$543.00
70	31921327	38	9341	$543.00
71	31921328	39	9341	$543.00
72	31921329	40	9341	$543.00
73	31921330	41	9341	$543.00
74	31921331	42	9341	$543.00
75	31921327	1	9341	$543.00
76	31921328	2	9341	$543.00
77	31921329	3	9341	$543.00
78	31921330	4	9341	$543.00
79	31921331	5	9341	$543.00
80	31921332	6	9341	$543.00
81	31921333	7	9341	$543.00
82	31921334	8	9341	$543.00
83	31921335	9	9341	$543.00
84	31921336	10	9341	$543.00
85	31921337	11	9341	$543.00
86	31921338	12	9341	$543.00
87	31921339	13	9341	$543.00
88	31921306	14	9341	$543.00
89	31921305	15	9341	$543.00
90	31921304	16	9341	$543.00
91	31921303	17	9341	$543.00
92	31921302	18	9341	$543.00
93	31921301	19	9341	$543.00
94	31921317	20	9341	$543.00
95	31921316	21	9341	$543.00
96	31921315	22	9341	$543.00
97	31921314	23	9341	$543.00
98	31921313	24	9341	$543.00
99	31921312	25	9341	$543.00
100	31921311	26	9341	$543.00
101	31921310	27	9341	$543.00
102	31921308	28	9341	$543.00
103	31921309	29	9341	$543.00

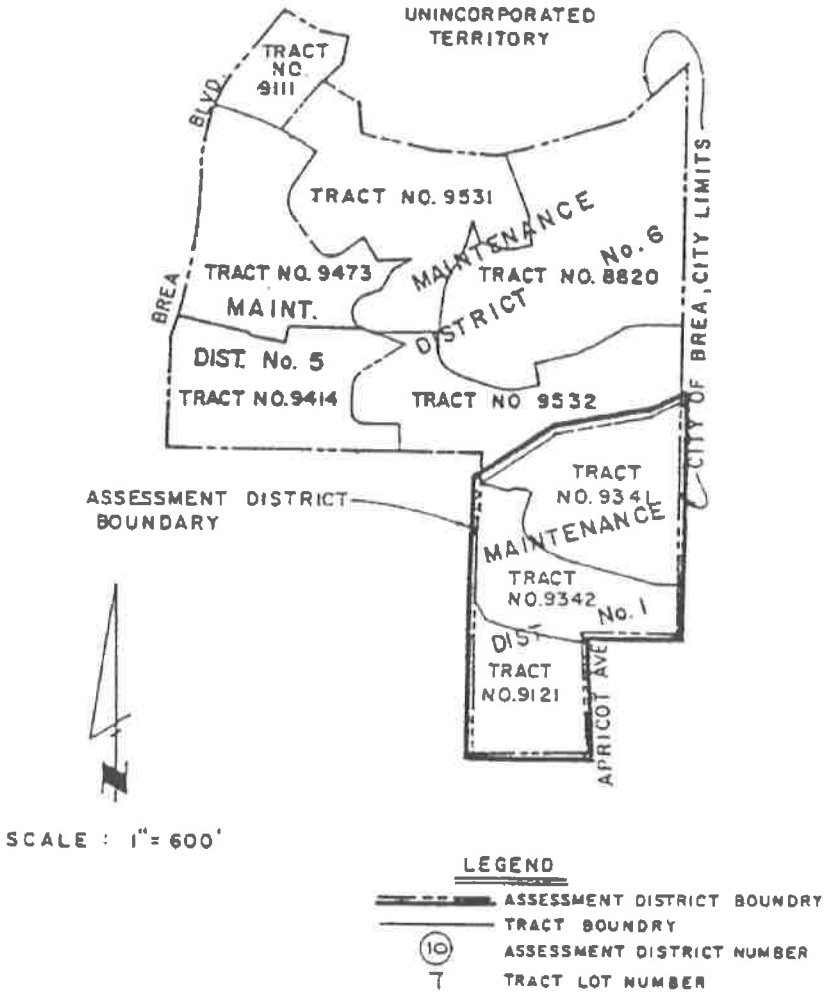
PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 1 is included herein.

District No. 1 is generally located east, north of State College Boulevard, adjacent to Fanning School, and includes Tract Nos. 9121, 9341 and 9342.

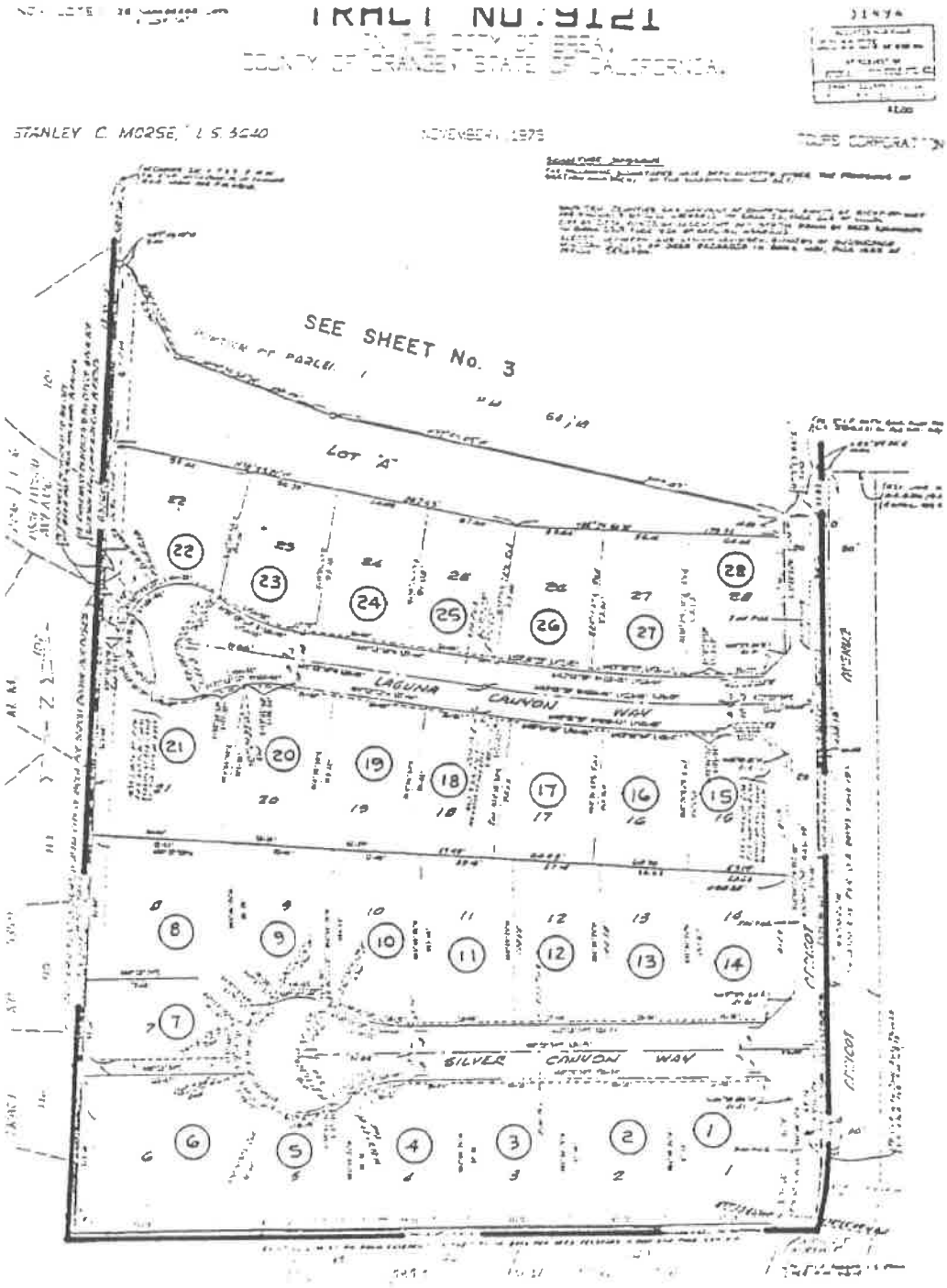
District No. 1 includes all of the properties in the City of Brea located within the tract boundary of Tract No. 9121 recorded in Book 378, Pages 49 and 50; Tract No. 9341 recorded in Book 395, Pages 28, 29 and 30; and of Tract No. 9342 recorded in Book 386, Pages 41, 42 and 43, all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.



103 PARCELS SHEET 1 OF

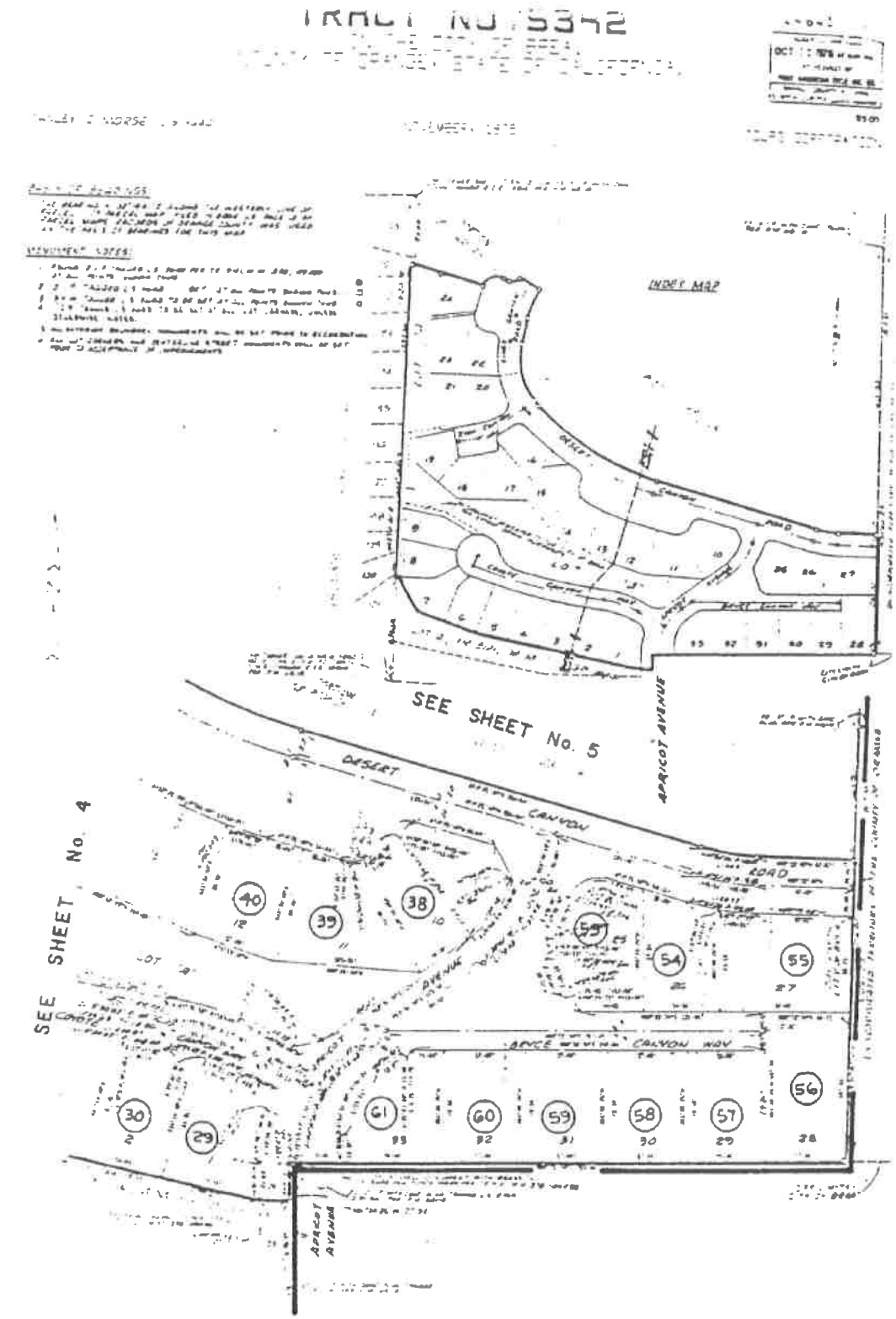
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



103 PARCELS

SHEET 2 OF 6

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

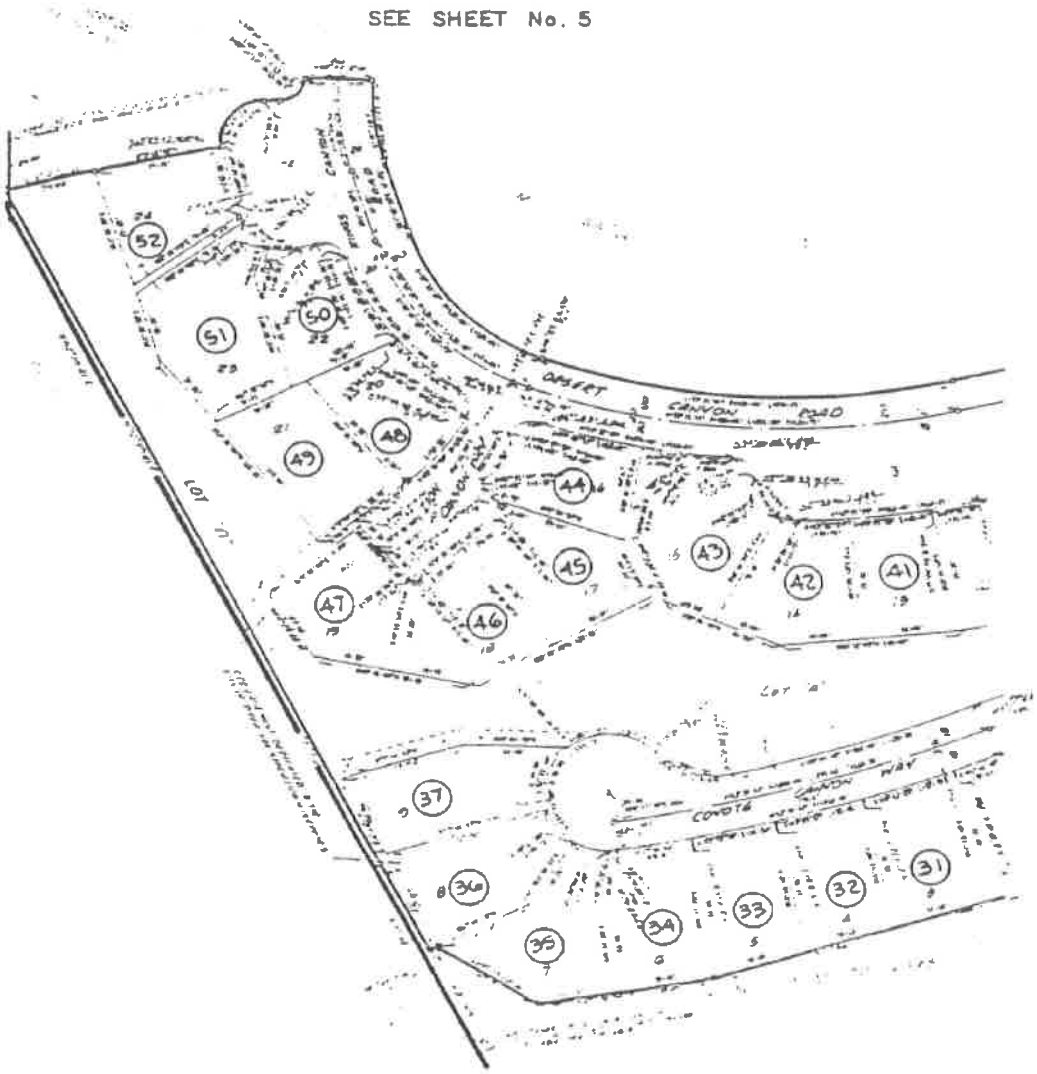


103 PARCELS

SHEET 3 OF 6

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

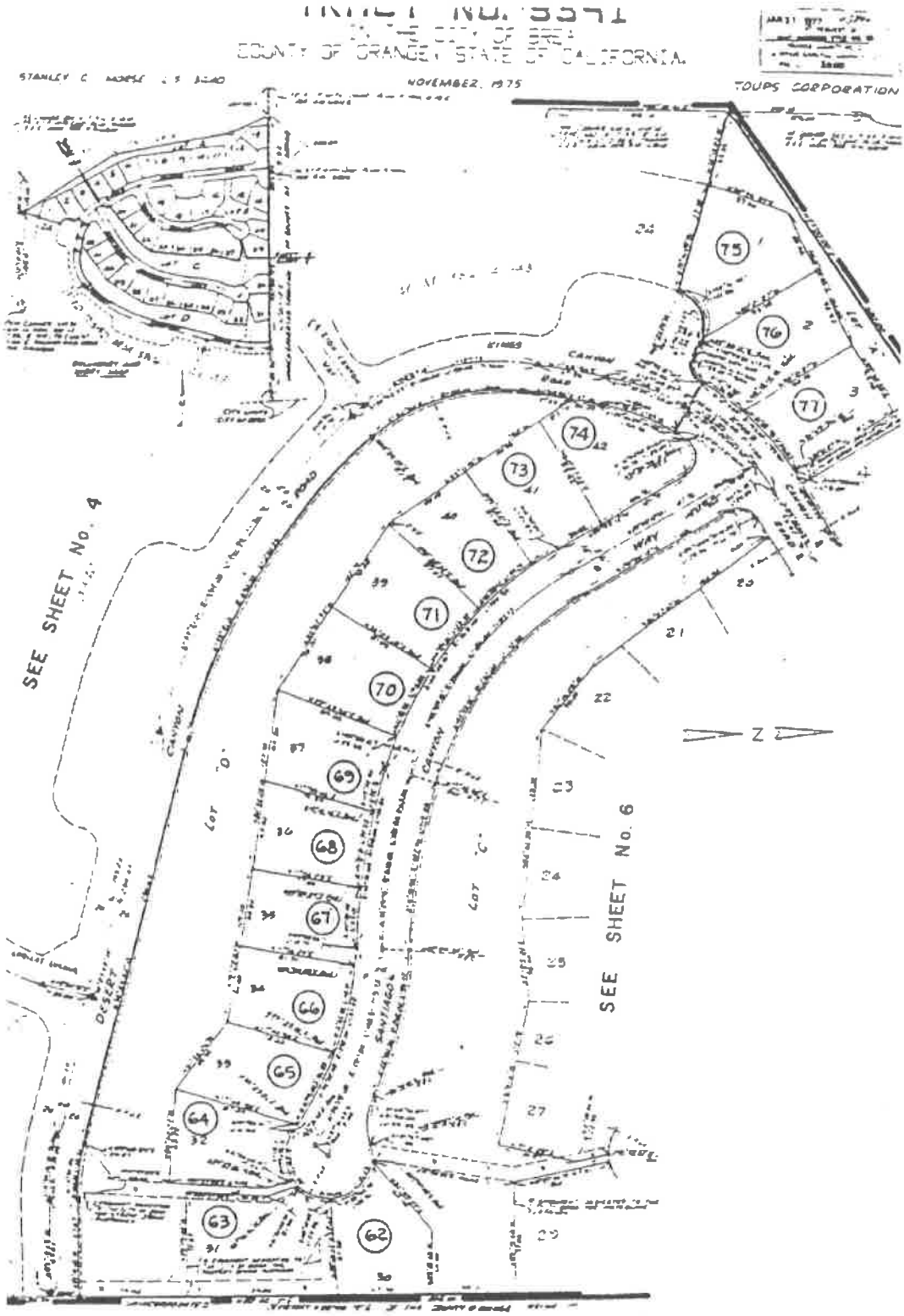
TRACT NO. 9342



103 PARCELS

SHEET 4 OF 6

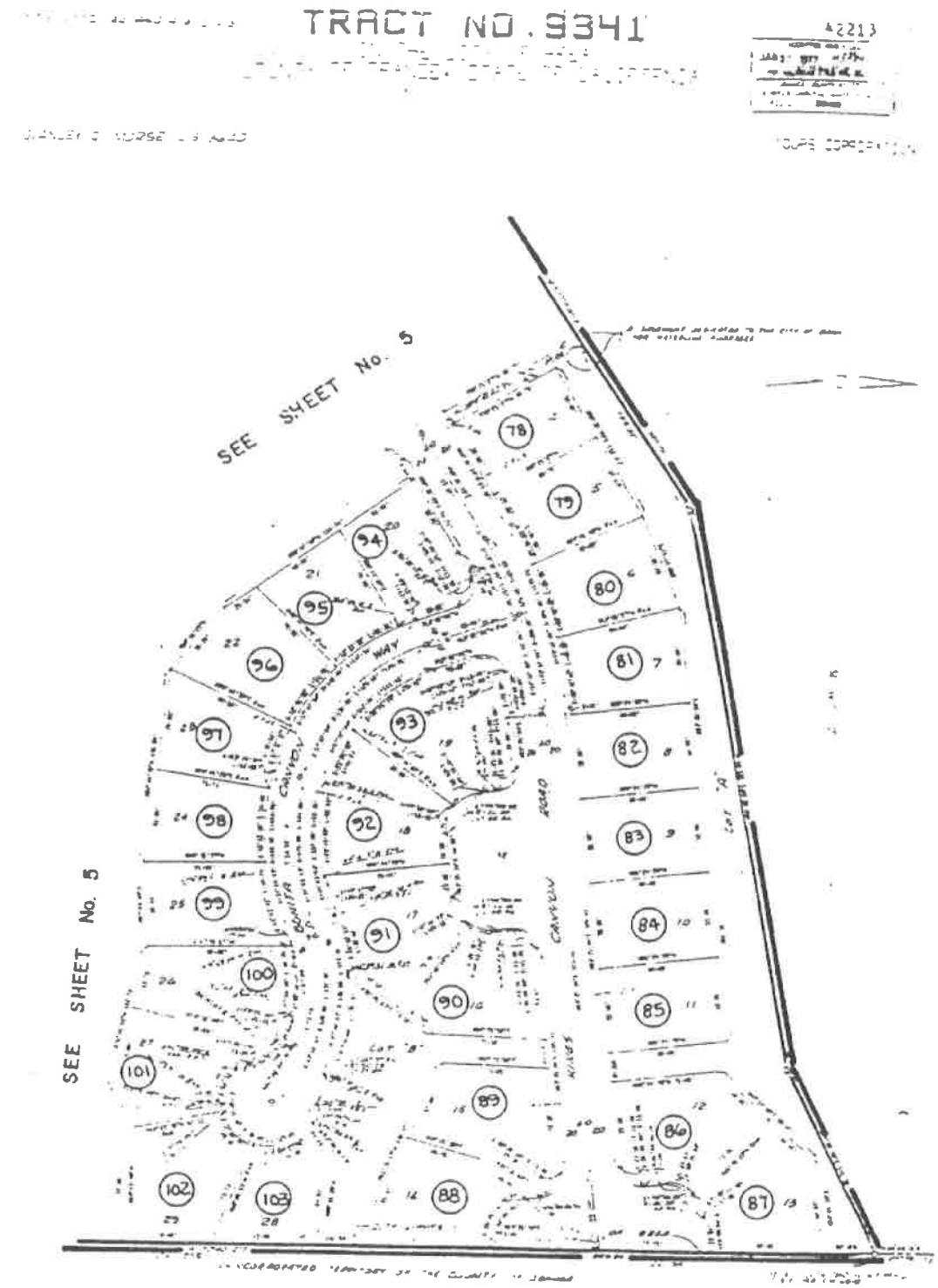
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



103 PARCELS

SHEET 5 OF 6

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



103 PARCELS

SHEET 6 OF 6

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

Lighting Maintenance District No. 2

City of Brea

Prepared under the authority of the
Landscaping and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

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City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Lighting Maintenance District No. 2

Transmitted herewith for your review and consideration is a report entitled, "Lighting Maintenance District No. 2, City of Brea."

This report has been prepared in accordance with the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscaping and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background:

The City Council of the City of Brea adopted and approved Resolution No. 78-76, creating Lighting and Maintenance District No. 2 in the City of Brea.

The creation of Lighting and Maintenance District No. 2 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8857, known as "North Hills" development project.

No landscape maintenance is included in this district as the slopes are to be maintained by the homeowner or the homeowners' association, as required by the Conditions of Approval for Tentative Tract No. 8857.

The formation of the district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on July 5, 1978, by City Council Resolution No. 78-76.

The purpose of this report is to be utilized by the staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California Streets and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of street lighting, will be operated, serviced and maintained as generally described as follows:

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities; providing for the cleaning, sandblasting, and painting of poles and other improvements for general upkeep and to remove or cover graffiti.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 2 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$4,462
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$20
	Fixed Costs Totals	**$4,657**
2. ROUTINE COSTS		
4211	Postage	$145
4261	Repairs to Equipment	$1,400
4337	Electrical Supplies	$1,000
4441	Miscellaneous Expense	$138
5800	Insurance and Other Expenses	$575
	Routine Costs Totals	**$3,258**
	Total Costs (Fixed & Routine)	**$7,915**
	Est. Fund Balance as of 1-Jul-2023	**$33,015**
	Projected Reserve Balance 30-Jun-2024	**$30,595**
	FY 2023-24 Annual Assessments	**$5,495**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

ASSESSMENT METHODOLOGY

The North Hills Development project (Tract Nos. 9227, 9228 and 8857 in the City of Brea) was developed under conditions of development required by the City Council of the City of Brea.

The parcels of land in the District are single-family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$5,495 / 297 SFR's = $18.50 / SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for fiscal year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
1	30424201	13	9227	$18.50	41	30425224	53	9227	$18.50	81	30424108	93	9227	$18.50
2	30424202	14	9227	$18.50	42	30425225	54	9227	$18.50	82	30424107	94	9227	$18.50
3	30424203	15	9227	$18.50	43	30425226	55	9227	$18.50	83	30424106	95	9227	$18.50
4	30424204	16	9227	$18.50	44	30425227	56	9227	$18.50	84	30424105	96	9227	$18.50
5	30424205	17	9227	$18.50	45	30425228	57	9227	$18.50	85	30424104	97	9227	$18.50
6	30424206	18	9227	$18.50	46	30425229	58	9227	$18.50	86	30424103	98	9227	$18.50
7	30424207	19	9227	$18.50	47	30425230	59	9227	$18.50	87	30424102	99	9227	$18.50
8	30424208	21	9227	$18.50	48	30425231	60	9227	$18.50	88	30424101	100	9227	$18.50
9	30424209	21	9227	$18.50	49	30425232	61	9227	$18.50	89	30425112	101	9227	$18.50
10	30424210	22	9227	$18.50	50	30425233	62	9227	$18.50	90	30425111	102	9227	$18.50
11	30424211	23	9227	$18.50	51	30425234	63	9227	$18.50	91	30425110	103	9227	$18.50
12	30424212	24	9227	$18.50	52	30425235	64	9227	$18.50	92	30425109	104	9227	$18.50
13	30424213	25	9227	$18.50	53	30425236	65	9227	$18.50	93	30425108	105	9227	$18.50
14	30424214	26	9227	$18.50	54	30425237	66	9227	$18.50	94	30425107	106	9227	$18.50
15	30424215	27	9227	$18.50	55	30425238	67	9227	$18.50	95	30425106	107	9227	$18.50
16	30424216	28	9227	$18.50	56	30425239	68	9227	$18.50	96	30425105	108	9227	$18.50
17	30424217	29	9227	$18.50	57	30425240	69	9227	$18.50	97	30425104	109	9227	$18.50
18	30424218	30	9227	$18.50	58	30425241	70	9227	$18.50	98	30425103	110	9227	$18.50
19	30424219	31	9227	$18.50	59	30425242	71	9227	$18.50	99	30425102	111	9227	$18.50
20	30424220	32	9227	$18.50	60	30425243	72	9227	$18.50	100	30425101	112	9227	$18.50
21	30424221	33	9227	$18.50	61	30425244	73	9227	$18.50	101	30425111	113	9227	$18.50
22	30424222	34	9227	$18.50	62	30425245	74	9227	$18.50	102	30425110	114	9227	$18.50
23	30424223	35	9227	$18.50	63	30425246	75	9227	$18.50	103	30425109	115	9227	$18.50
24	30424224	36	9227	$18.50	64	30425247	76	9227	$18.50	104	30425108	116	9227	$18.50
25	30424225	37	9227	$18.50	65	30425248	77	9227	$18.50	105	30425107	117	9227	$18.50
26	30424226	38	9227	$18.50	66	30425249	78	9227	$18.50	106	30425106	118	9227	$18.50
27	30424227	39	9227	$18.50	67	30424122	79	9227	$18.50	107	30425105	119	9227	$18.50
28	30424228	40	9227	$18.50	68	30424121	80	9227	$18.50	108	30425104	120	9227	$18.50
29	30424229	41	9227	$18.50	69	30424120	81	9227	$18.50	109	30425103	121	9227	$18.50
30	30425213	42	9227	$18.50	70	30424119	82	9227	$18.50	110	30425102	122	9227	$18.50
31	30425214	43	9227	$18.50	71	30424118	83	9227	$18.50	111	30425101	123	9227	$18.50
32	30425215	44	9227	$18.50	72	30424117	84	9227	$18.50	112	30423501	1	9228	$18.50
33	30425216	45	9227	$18.50	73	30424116	85	9227	$18.50	113	30423502	2	9228	$18.50
34	30425217	46	9227	$18.50	74	30424115	86	9221	$18.50	114	30423503	3	9228	$18.50
35	30425218	47	9227	$18.50	75	30424114	87	9227	$18.50	115	30426221	4	9228	$18.50
36	30425219	48	9227	$18.50	76	30424113	88	9227	$18.50	116	30426222	5	9228	$18.50
37	30425220	49	9227	$18.50	77	30424112	89	9227	$18.50	117	30426223	6	9228	$18.50
38	30425221	50	9227	$18.50	78	30424111	90	9227	$18.50	118	30426224	7	9228	$18.50
39	30425222	51	9227	$18.50	79	30424110	91	9227	$18.50	119	30426225	8	9228	$18.50
40	30425223	52	9227	$18.50	80	30424109	92	9227	$18.50	120	30426226	9	9228	$18.50

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
121	30423411	10	9228	$18.50	180	30426105	69	9228	$18.50	239	30427210	80	8857	$18.50
122	30423410	11	9228	$18.50	181	30426104	70	9228	$18.50	240	30427211	81	8857	$18.50
123	30423409	12	9228	$18.50	182	30426103	71	9228	$18.50	241	30427212	82	8857	$18.50
124	30423408	13	9228	$18.50	183	30426102	72	9228	$18.50	242	30427213	83	8857	$18.50
125	30423407	14	9228	$18.50	184	30426101	73	9228	$18.50	243	30427229	55	8857	$18.50
126	30423406	15	9228	$18.50	185	30423307	74	9228	$18.50	244	30427228	56	8857	$18.50
127	30423405	16	9228	$18.50	186	30423308	75	9228	$18.50	245	30427227	57	8857	$18.50
128	30423404	17	9228	$18.50	187	30423309	76	9228	$18.50	246	30427226	58	8857	$18.50
129	30423403	18	9228	$18.50	188	30423301	77	9228	$18.50	247	30427225	59	8857	$18.50
130	30423402	19	9228	$18.50	189	30423302	78	9228	$18.50	248	30427224	60	8857	$18.50
131	30423401	20	9228	$18.50	190	30423303	79	9228	$18.50	249	30427223	61	8857	$18.50
132	30426201	21	9228	$18.50	191	30423304	80	9228	$18.50	250	30427222	62	8857	$18.50
133	30426202	22	9228	$18.50	192	30423201	81	9228	$18.50	251	30427221	63	8857	$18.50
134	30426203	23	9228	$18.50	193	30423202	82	9228	$18.50	252	30427220	64	8857	$18.50
135	30426204	24	9228	$18.50	194	30423115	83	9228	$18.50	253	30427219	65	8857	$18.50
136	30426205	25	9228	$18.50	195	30423116	84	9228	$18.50	254	30427218	66	8857	$18.50
137	30426206	26	9228	$18.50	196	30423117	85	9228	$18.50	255	30427217	67	8857	$18.50
138	30426207	27	9228	$18.50	197	30423118	86	9228	$18.50	256	30427216	68	8857	$18.50
139	30426208	28	9228	$18.50	198	30423119	87	9228	$18.50	257	30427215	69	8857	$18.50
140	30426209	29	9228	$18.50	199	30423120	88	9228	$18.50	258	30427214	70	8857	$18.50
141	30426210	30	9228	$18.50	200	30423121	89	9228	$18.50	259	30427201	71	8857	$18.50
142	30426211	31	9228	$18.50	201	30423122	90	9228	$18.50	260	30427202	72	8857	$18.50
143	30426212	32	9228	$18.50	202	30423123	91	9228	$18.50	261	30427203	73	8857	$18.50
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145	30426214	34	9228	$18.50	204	30423102	11	9227	$18.50	263	30427205	75	8857	$18.50
146	30426215	35	9228	$18.50	205	30423103	10	9227	$18.50	264	30427206	76	8857	$18.50
147	30426216	36	9228	$18.50	206	30423104	9	9227	$18.50	265	30427207	77	8857	$18.50
148	30426217	37	9228	$18.50	207	30423105	8	9227	$18.50	266	30427320	23	8857	$18.50
149	30426218	38	9228	$18.50	208	30423106	7	9227	$18.50	267	30427319	24	8857	$18.50
150	30426219	39	9228	$18.50	209	30423107	6	9227	$18.50	268	30427318	25	8857	$18.50
151	30426220	40	9228	$18.50	210	30423108	5	9227	$18.50	269	30427317	26	8857	$18.50
152	30426133	41	9228	$18.50	211	30423109	4	9227	$18.50	270	30427316	27	8857	$18.50
153	30426132	42	9228	$18.50	212	30423110	3	9227	$18.50	271	30427315	28	8857	$18.50
154	30426131	43	9228	$18.50	213	30423111	2	9227	$18.50	272	30427314	29	8857	$18.50
155	30426130	44	9228	$18.50	214	30423112	1	9227	$18.50	273	30427313	30	8857	$18.50
156	30426129	45	9228	$18.50	215	30423124	1	8857	$18.50	274	30427312	31	8857	$18.50
157	30426128	46	9228	$18.50	216	30423125	2	8857	$18.50	275	30427311	32	8857	$18.50
158	30426127	47	9228	$18.50	217	30427339	3	8857	$18.50	276	30427310	33	8857	$18.50
159	30426126	48	9228	$18.50	218	30427338	4	8857	$18.50	277	30427309	34	8857	$18.50
160	30426125	49	9228	$18.50	219	30427337	5	8857	$18.50	278	30427308	35	8857	$18.50
161	30426124	50	9228	$18.50	220	30427336	6	8857	$18.50	279	30427307	36	8857	$18.50
162	30426123	51	9228	$18.50	221	30427335	7	8857	$18.50	280	30427306	37	8857	$18.50
163	30426122	52	9228	$18.50	222	30427334	8	8857	$18.50	281	30427305	38	8857	$18.50
164	30426121	53	9228	$18.50	223	30427333	9	8857	$18.50	282	30427304	39	8857	$18.50
165	30426120	54	9228	$18.50	224	30427332	10	8857	$18.50	283	30427303	40	8857	$18.50
166	30426119	55	9228	$18.50	225	30427331	11	8857	$18.50	284	30427302	41	8857	$18.50
167	30426118	56	9228	$18.50	226	30427330	12	8857	$18.50	285	30427301	42	8857	$18.50
168	30426117	57	9228	$18.50	227	30427329	13	8857	$18.50	286	30427101	43	8857	$18.50
169	30426116	58	9228	$18.50	228	30427328	14	8857	$18.50	287	30427102	44	8857	$18.50
170	30426115	59	9228	$18.50	229	30423203	15	8857	$18.50	288	30427103	45	8857	$18.50
171	30426114	60	9228	$18.50	230	30427327	16	8857	$18.50	289	30427104	46	8857	$18.50
172	30426113	61	9228	$18.50	231	30427326	17	8857	$18.50	290	30427105	47	8857	$18.50
173	30426112	62	9228	$18.50	232	30427325	18	8857	$18.50	291	30427106	48	8857	$18.50
174	30426111	63	9228	$18.50	233	30427324	19	8857	$18.50	292	30427107	49	8857	$18.50
175	30426110	64	9228	$18.50	234	30427323	20	8857	$18.50	293	30427108	50	8857	$18.50
176	30426109	65	9228	$18.50	235	30427322	21	8857	$18.50	294	30427109	51	8857	$18.50
177	30426108	66	9228	$18.50	236	30427321	22	8857	$18.50	295	30427110	52	8857	$18.50
178	30426107	67	9228	$18.50	237	30427208	78	8857	$18.50	296	30427111	53	8857	$18.50
179	30426106	68	9228	$18.50	238	30427209	79	8857	$18.50	297	30427112	54	8857	$18.50

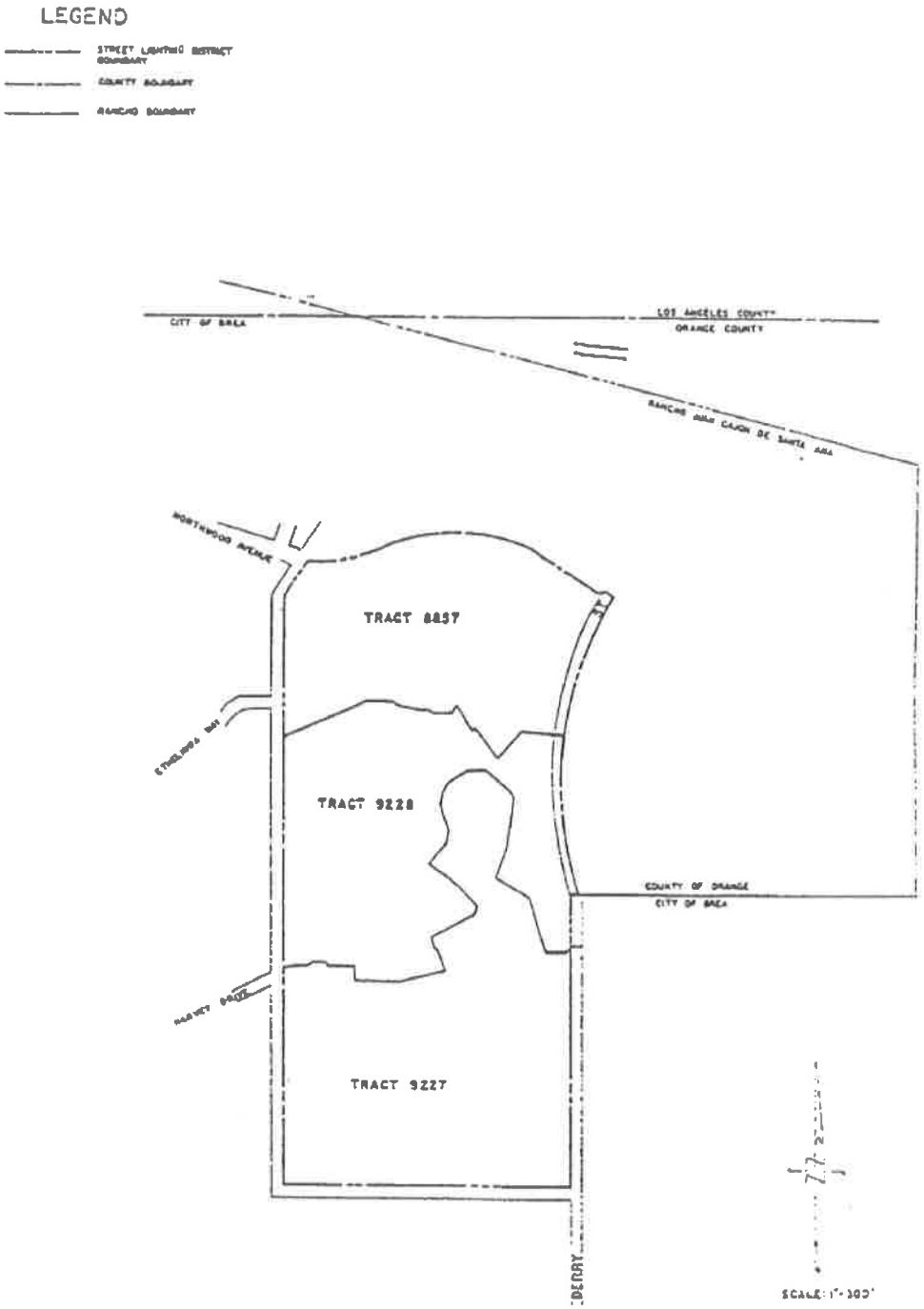
PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Lighting Maintenance District No. 2 is included herein.

District No. 2 is generally located west of Berry Street, north of Central Avenue, and south of Northwood Avenue.

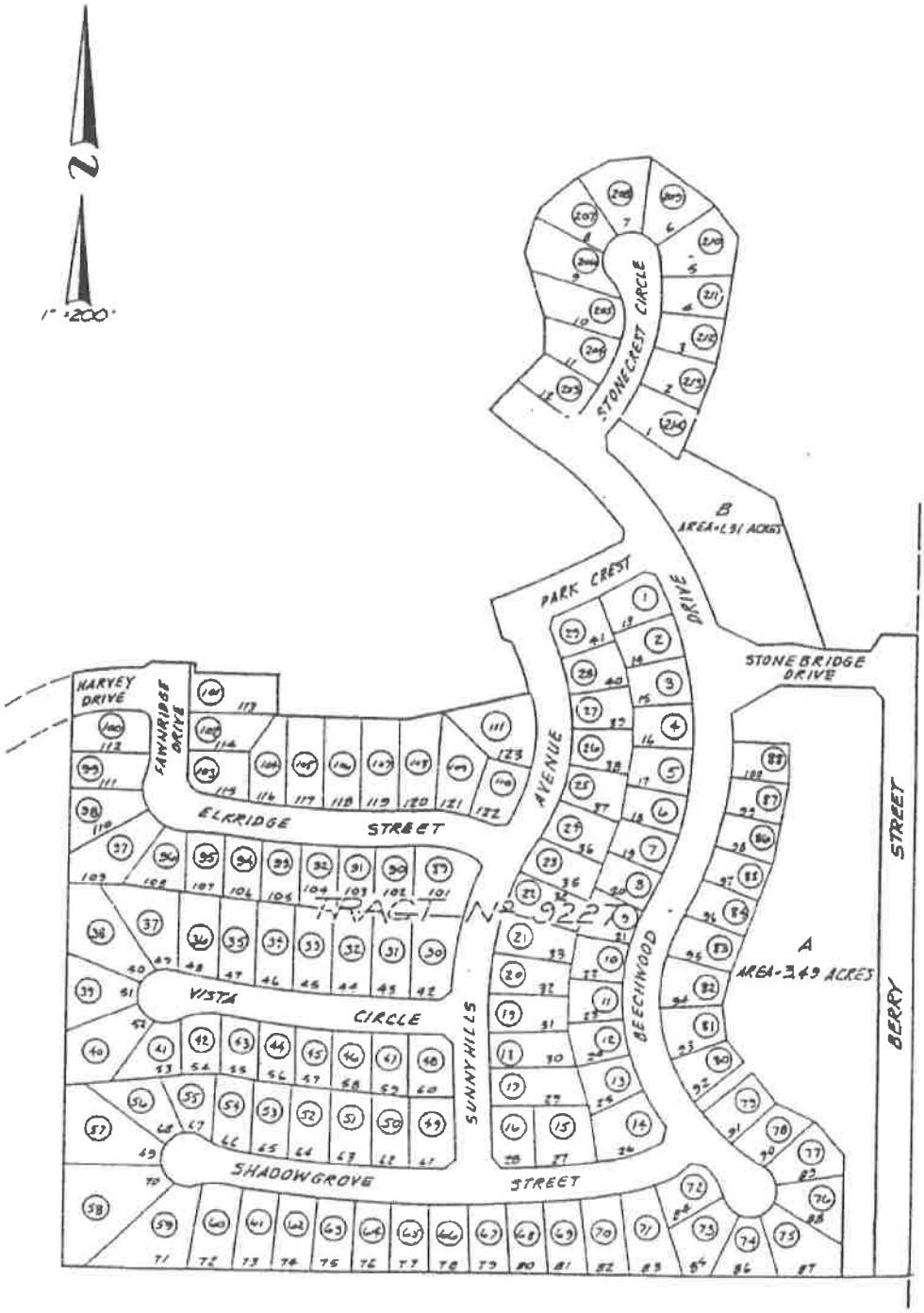
The boundaries of District No. 2 are described as "being the boundary of Annexation No. 8-74 to the City of Brea, County of Orange, State of California."

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for fiscal year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.



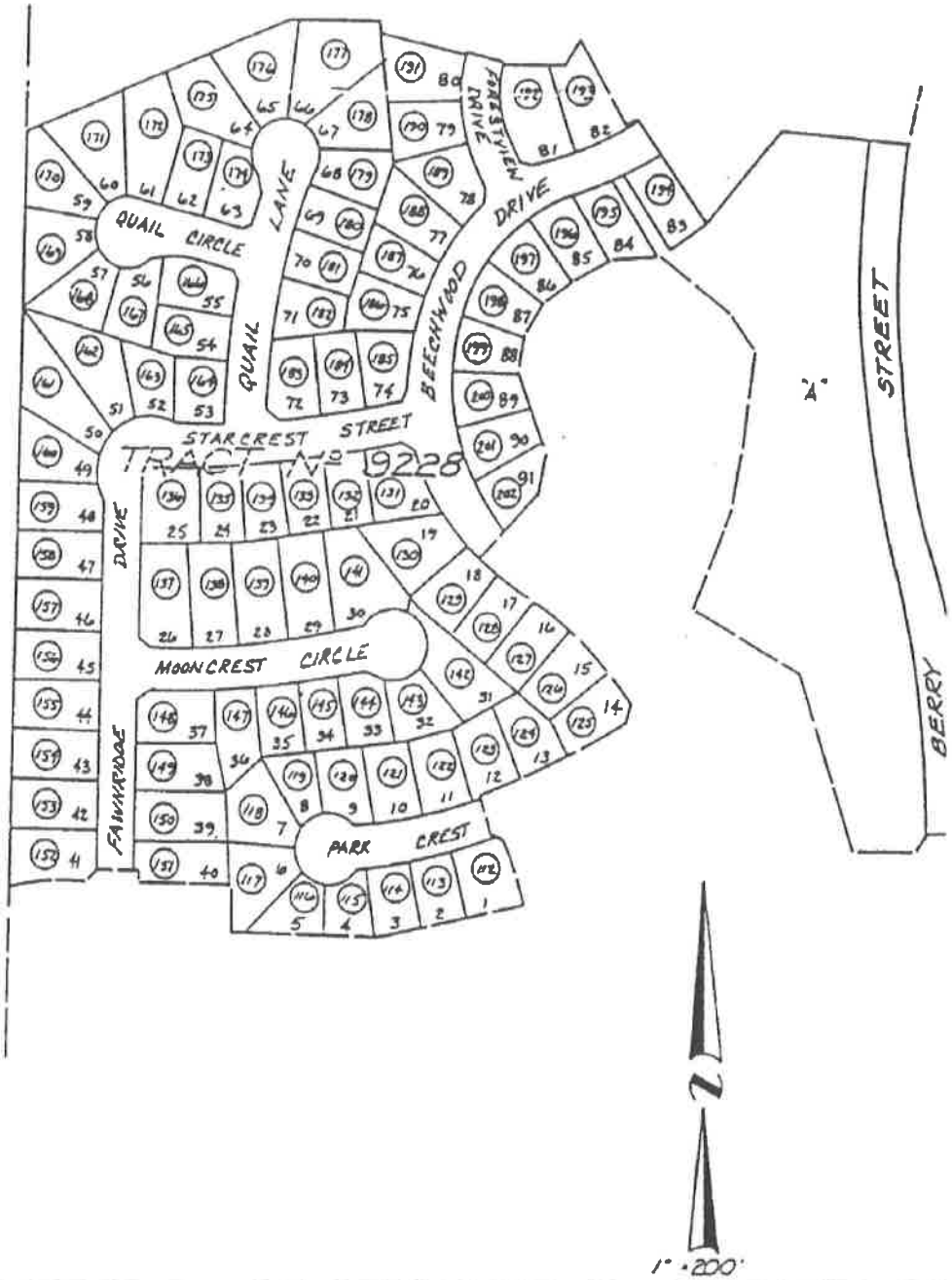
ASSESSMENT DIAGRAM BOUNDRIES
STREET LIGHTING DISTRICT NO. 2
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF



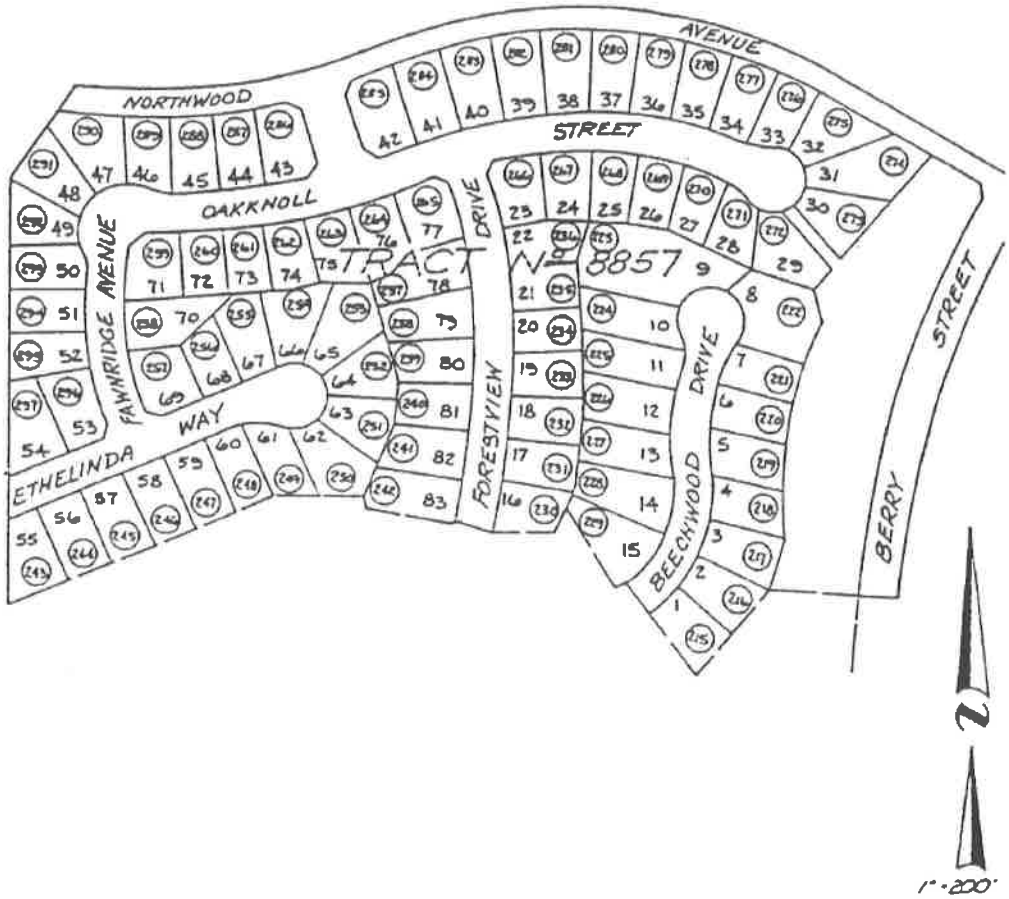
ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT Nº2

SHEET 2OF



ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT Nº 2

SHEET 3C



ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT Nº 2

SHEET 40

Landscape and Lighting Maintenance District No. 3

City of Brea

Prepared under the authority of the
Landscape and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

TABLE OF CONTENTS

City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Landscape & Lighting Maintenance District No. 3

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 3, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code, Article XIIID of the California Constitution, and the Proposition 218 Omnibus Implementation Act.

Background:

The City Council of the City of Brea adopted Resolution No. 78-77 on July 5, 1978 creating Lighting and Maintenance District No. 3. This Lighting and Maintenance District was a condition of development for Tract No. 8242 in the City of Brea.

Tract No. 8242 was planned and has been developed adjacent to a 40-foot MWD easement for the MWD Lower Feeder, which diagonally traverses the property limits of Tract No. 8242.

This MWD easement was graded (within the limits of MWD specifications) and landscaped (under conditions of development) to act as a greenbelt trail area for the residents of the tract.

In addition to the MWD easement greenbelt, another landscaping greenbelt area was completed in a 20-foot easement adjacent to Birch Street.

In order to assure the maintenance of the greenbelts and the payment of fees for maintaining the greenbelt and the cost of energy for theme lighting, a condition of development was the requirement that a Lighting and Maintenance District be formed over the entire limits of Tract No. 8242.

In FY 2003-04, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator which allows the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the landscape and lighting improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 3 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$12,923
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$103
	Fixed Costs Totals	**$13,201**
2. ROUTINE COSTS		
4211	Postage	$180
4249	Professional Svc-Other	$35,000
4261	Svc/Repairs to Equipment	$1,500
4266	Contract Services/Grounds Maintenance	$30,192
4282	Electricity	$1,800
4285	Water	$23,200
4337	Electrical Supplies & Parts	$1,000
4339	Construction & Maintenance/Other	$3,000
4379	Nursery Supplies	$250
4441	Miscellaneous Expense	$100
5800	Insurance and Other Expenses	$1,326
	Routine Costs Totals	**$97,548**
	Total Costs (Fixed & Routine)	**$110,749**
	Est. Fund Balance as of 1-Jul-2023	**$9,757**
	Projected Reserve Balance 30-Jun-2024	**$3,055**
	FY 2023-24 Annual Assessments	**$104,047**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIIID also requires that publicly owned property which benefit from the improvements be assessed.

SPECIAL BENEFIT ANALYSIS

Street Landscaping, Slopes and Greenbelts. Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> "... there is no lack of opinion, based on general principals and experience and common sense, that parkways *do in fact add value* to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a *provable* financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the

landscaping along side the roadway.

The ongoing operation and maintenance of the street landscaping, slopes and greenways within the district, as identified in Part A of this Report, provide beautification to the areas that result in a special benefit to the parcels within the tracts adjacent to the improvements. If these landscaped areas were not properly maintained, the tract would be blighted.

Theme Lighting. Proper maintenance and operation of pedestrian and street lights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

BENEFITS OF STREET LIGHTING

Security and Safety
- Mitigates crime
- Alleviates the fear of crime
- Enhances safe ingress/egress to property

Community Character and Vitality
- Promotes social interaction
- Contributes to a positive nighttime visual image

ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$104,047/ 188 SFR's = $553.44 / SFR

This assessment rate is the maximum rate. This maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2023-24 is 4.9%.

Maximum Assessment Rate Calculation		
Fiscal Year	**CPI Increase**	**Maximum Assessment**
FY 2003-04		$336.27 / SFR
FY 2004-05	1.8%	$342.32 / SFR
FY 2005-06	4.4%	$357.39 / SFR
FY 2006-07	4.5%	$373.47 / SFR
FY 2007-08	4.3%	$389.53 / SFR
FY 2008-09	3.3%	$402.38 / SFR
FY 2009-10	3.5%	$416.47 / SFR
FY 2010-11	0%	$416.47 / SFR
FY 2011-12	1.2%	$421.47 / SFR
FY 2012-13	2.7%	$432.85 / SFR
FY 2013-14	2%	$441.51 / SFR
FY 2014-15	1.1%	$446.37 / SFR
FY 2015-16	.7%	$449.49 / SFR
FY 2016-17	2%	$458.48 / SFR
FY 2017-18	1.9%	$467.19 / SFR
FY 2018-19	2.8%	$480.27 / SFR
FY2019-20	3.2%	$495.64 / SFR
FY2020-21	3.1%	$511.00/SFR
FY 2021-22	1.6%	$519.18/SFR
FY 2022-23	6.6%	$553.44/SFR
FY 2023-24	4.9%	$580.56/SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
1	32026208	1	8242	$553.44	39	32024107	39	8242	$553.44
2	32026209	2	8242	$553.44	40	32024108	40	8242	$553.44
3	32026210	3	8242	$553.44	41	32024109	41	8242	$553.44
4	32026211	4	8242	$553.44	42	32024110	42	8242	$553.44
5	32026212	5	8242	$553.44	43	32024111	43	8242	$553.44
6	32026213	6	8242	$553.44	44	32024112	44	8242	$553.44
7	32026214	7	8242	$553.44	45	32024113	45	8242	$553.44
8	32026215	8	8242	$553.44	46	32024114	46	8242	$553.44
9	32025401	9	8242	$553.44	47	32024125	47	8242	$553.44
10	32025402	10	8242	$553.44	48	32024126	48	8242	$553.44
11	32025403	11	8242	$553.44	49	32024127	49	8242	$553.44
12	32025404	12	8242	$553.44	50	32024128	50	8242	$553.44
13	32025405	13	8242	$553.44	51	32024123	51	8242	$553.44
14	32025406	14	8242	$553.44	52	32024124	52	8242	$553.44
15	32025311	15	8242	$553.44	53	32024210	53	8242	$553.44
16	32025309	16	8242	$553.44	54	32024209	54	8242	$553.44
17	32025308	17	8242	$553.44	55	32024208	55	8242	$553.44
18	32025307	18	8242	$553.44	56	32024207	56	8242	$553.44
19	32025306	19	8242	$553.44	57	32024206	57	8242	$553.44
20	32025305	20	8242	$553.44	58	32024205	58	8242	$553.44
21	32025304	21	8242	$553.44	59	32024204	59	8242	$553.44
22	32025303	22	8242	$553.44	60	32024203	60	8242	$553.44
23	32025302	23	8242	$553.44	61	32024202	61	8242	$553.44
24	32025301	24	8242	$553.44	62	32024201	62	8242	$553.44
25	32025207	25	8242	$553.44	63	32024226	63	8242	$553.44
26	32025208	26	8242	$553.44	64	32024225	64	8242	$553.44
27	32025209	27	8242	$553.44	65	32024224	65	8242	$553.44
28	32025210	28	8242	$553.44	66	32024223	66	8242	$553.44
29	32025201	29	8242	$553.44	67	32024222	67	8242	$553.44
30	32025202	30	8242	$553.44	68	32024221	68	8242	$553.44
31	32025203	31	8242	$553.44	69	32024220	69	8242	$553.44
32	32025204	32	8242	$553.44	70	32024219	70	8242	$553.44
33	32024101	33	8242	$553.44	71	32024218	71	8242	$553.44
34	32024102	34	8242	$553.44	72	32024217	72	8242	$553.44
35	32024103	35	8242	$553.44	73	32024216	73	8242	$553.44
36	32024104	36	8242	$553.44	74	32024215	74	8242	$553.44
37	32024105	37	8242	$553.44	75	32024214	75	8242	$553.44
38	32024106	38	8242	$553.44	76	32024213	76	8242	$553.44

AD #	APN	Lot	Tract	Asmt
77	32024212	77	8242	$553.44
78	32024211	78	8242	$553.44
79	32025138	79	8242	$553.44
80	32025137	80	8242	$553.44
81	32025136	81	8242	$553.44
82	32025135	82	8242	$553.44
83	32025134	83	8242	$553.44
84	32025133	84	8242	$553.44
85	32025132	85	8242	$553.44
86	32025131	86	8242	$553.44
87	32025130	87	8242	$553.44
88	32025129	88	8242	$553.44
89	32025128	89	8242	$553.44
90	32025127	90	8242	$553.44
91	32025126	91	8242	$553.44
92	32025125	92	8242	$553.44
93	32025124	93	8242	$553.44
94	32025123	94	8242	$553.44
95	32025122	95	8242	$553.44
96	32025121	96	8242	$553.44
97	32025120	97	8242	$553.44
98	32025119	98	8242	$553.44
99	32025118	99	8242	$553.44
100	32025117	100	8242	$553.44
101	32025116	101	8242	$553.44
102	32025115	102	8242	$553.44
103	32024301	103	8242	$553.44
104	32024302	104	8242	$553.44
105	32024302	105	8242	$553.44
106	32024304	106	8242	$553.44
107	32026250	107	8242	$553.44
108	32026251	108	8242	$553.44
109	32026252	109	8242	$553.44
110	32026253	110	8242	$553.44
111	32025114	111	8242	$553.44
112	32025113	112	8242	$553.44
113	32025112	113	8242	$553.44
114	32025111	114	8242	$553.44
115	32025109	115	8242	$553.44
116	32025108	116	8242	$553.44
117	32025107	117	8242	$553.44
118	32025106	118	8242	$553.44
119	32025105	119	8242	$553.44
120	32025104	120	8242	$553.44
121	32025103	121	8242	$553.44
122	32025102	122	8242	$553.44
123	32025101	123	8242	$553.44
124	32026242	124	8242	$553.44
125	32026243	125	8242	$553.44
126	32026244	126	8242	$553.44
127	32026245	127	8242	$553.44
128	32026246	128	8242	$553.44
130	32026248	130	8242	$553.44
131	32026249	131	8242	$553.44
132	32024305	132	8242	$553.44
133	32024306	133	8242	$553.44
134	32024307	134	8242	$553.44
135	32024308	135	8242	$553.44
136	32024309	136	8242	$553.44
137	32024310	137	8242	$553.44
138	32024401	138	8242	$553.44
139	32024402	139	8242	$553.44
140	32024403	140	8242	$553.44
141	32024404	141	8242	$553.44
142	32024405	142	8242	$553.44
143	32024406	143	8242	$553.44
144	32024407	144	8242	$553.44
145	32026234	145	8242	$553.44
146	32026235	146	8242	$553.44
147	32026236	147	8242	$553.44
148	32026237	148	8242	$553.44
149	32026238	149	8242	$553.44
150	32026239	150	8242	$553.44
151	32026240	151	8242	$553.44
152	32026241	152	8242	$553.44
153	32026217	153	8242	$553.44
154	32026218	154	8242	$553.44
155	32026319	155	8242	$553.44
156	32026220	156	8242	$553.44
157	32026221	157	8242	$553.44
158	32026227	158	8242	$553.44
159	32026228	159	8242	$553.44
160	32026229	160	8242	$553.44
161	32026230	161	8242	$553.44
162	32026231	162	8242	$553.44
163	32026232	163	8242	$553.44
164	32026233	164	8242	$553.44
165	32026222	165	8242	$553.44
166	32026223	166	8242	$553.44
167	32026224	167	8242	$553.44
168	32026225	168	8242	$553.44
169	32026226	169	8242	$553.44
170	32026206	170	8242	$553.44
171	32026205	171	8242	$553.44
172	32026204	172	8242	$553.44
173	32026203	173	8242	$553.44
174	32026202	174	8242	$553.44
175	32026201	175	8242	$553.44

AD #	APN	Lot	Tract	Asmt
176	32026101	176	8242	$553.44
177	32026102	177	8242	$553.44
178	32026103	178	8242	$553.44
179	32026104	179	8242	$553.44
180	32026105	180	8242	$553.44
181	32026106	181	8242	$553.44
182	32026107	182	8242	$553.44
183	32026108	183	8242	$553.44
184	32026109	184	8242	$553.44
185	32026110	185	8242	$553.44
186	32026111	186	8242	$553.44
187	32026112	187	8242	$553.44
188	32026113	188	8242	$553.44

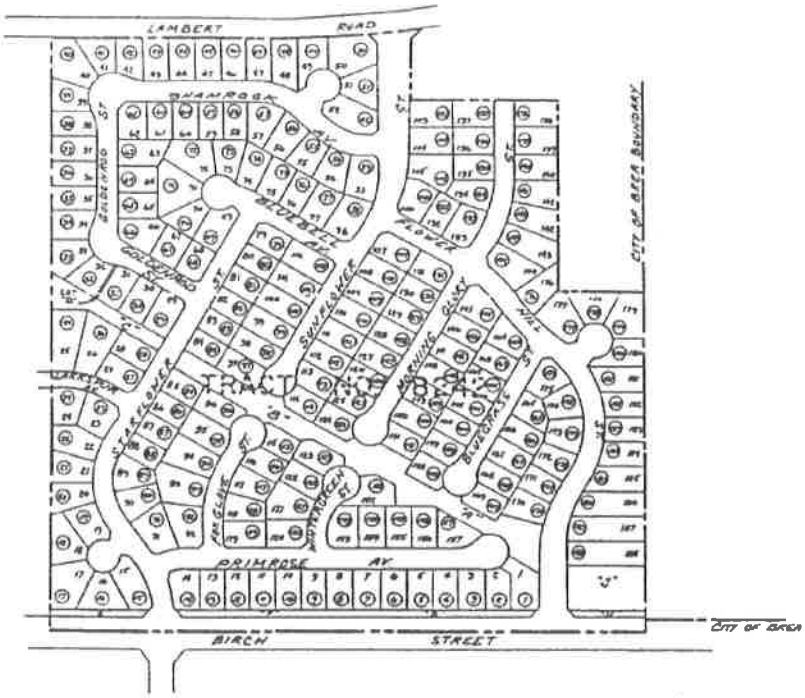
PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 3 is included herein.

The boundaries of the District are described as being the blue border of Tract No. 8242, as shown on a map recorded in Book 428, pages 19 through 24 of Miscellaneous Maps of Orange County, California.

Assessment Parcels 1 through 188 being also Lots 1 through 188 of Tract No. 8242.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.



LEGEND

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

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

SHEET 1 OF 1

Lighting Maintenance District No. 4

City of Brea

Prepared under the authority of the
Landscaping and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

TABLE OF CONTENTS

City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Lighting Maintenance District No. 4

Transmitted herewith for your review and consideration is a report entitled, "Lighting Maintenance District No. 4, City of Brea."

This report has been prepared in accordance with the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscaping and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

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Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background:

The City Council of the City of Brea adopted Resolution No. 78-7 on January 3, 1978 approving Tentative Tract 9298 and the condition therefore for the improvement of Tentative Tract 9298.

On May 26, 1981, the City Council of the City of Brea by minute motion deleted paragraph AA of PC 91-77 of the Planning Commission of the City of Brea and ordered the creation of a lighting Maintenance District for Street Lighting only. No landscape maintenance requirements are included in this report, as the areas that are landscaped are being maintained by the Homeowners' Association under the requirements of the development upon the sale of any portion of Tentative Tract 9298. The formation of the district and the levy of the first annual assessment were completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on July 5, 1978, by City Council Resolution No. 78-76.

The purpose of this report is to be utilized by the staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California Streets and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of street lighting, will be operated, serviced and maintained as generally described as follows:

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities; providing for the cleaning, sandblasting, and painting of poles and other improvements for general upkeep and to remove or cover graffiti.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT #4 – ANNUAL COST FACTORS

Acct #	**Description**	**FY 23-24 Est.**
1. Fixed Costs		**Expenses**
4111	Salaries & Benefits	$1,813
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$0
	Fixed Costs Totals	**$1,988**
2. ROUTINE COSTS		
4211	Postage	$105
4261	Repairs to Equipment	$1,000
4337	Electrical Supplies	$1,800
4441	Miscellaneous Expense	$0
5800	Insurance and Other Expenses	$200
	Routine Costs Totals	**$3,105**
	Total Costs (Fixed & Routine)	**$5,093**
	Est. Fund Balance as of 1-Jul-2023	**$16,140**
	Projected Reserve Balance 30-Jun-2024	**$13,807**
	FY 2023-24 Annual Assessments	**$2,760**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

ASSESSMENT METHODOLOGY

The Park Paseo Development project (Tract Numbers 10224, 10324, 10325, 10326, 10327 and 9298, all a portion of Tentative Tract No. 9298 in the City of Brea) was developed under conditions of development as required by the City Council of the City of Brea.

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$2,760 / 230 SFR's = $12.00 / SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
1	32027131	1	10224	$12.00	41	32027156	10	10324	$12.00	81	32029208	19	10325	$12.00
2	32027130	2	10224	$12.00	42	32027157	11	10324	$12.00	82	32029209	20	10325	$12.00
3	32027129	3	10224	$12.00	43	32027158	12	10324	$12.00	83	32029210	21	10325	$12.00
4	32027128	4	10224	$12.00	44	32027159	13	10324	$12.00	84	32029211	22	10325	$12.00
5	32027127	5	10224	$12.00	45	32027160	14	10324	$12.00	85	32029212	23	10325	$12.00
6	32027126	6	10224	$12.00	46	32027161	15	10324	$12.00	86	32029213	24	10325	$12.00
7	32027125	7	10224	$12.00	47	32027162	16	10324	$12.00	87	32029214	25	10325	$12.00
8	32027124	8	10224	$12.00	48	32027163	17	10324	$12.00	88	32029215	26	10325	$12.00
9	32027123	9	10224	$12.00	49	32027164	18	10324	$12.00	89	32029201	27	10325	$12.00
10	32027122	10	10224	$12.00	50	32027165	19	10324	$12.00	90	32029202	28	10325	$12.00
11	32027121	11	10224	$12.00	51	32027166	20	10324	$12.00	91	32029203	29	10325	$12.00
12	32027120	12	10224	$12.00	52	32027167	21	10324	$12.00	92	32029204	30	10325	$12.00
13	32027119	13	10224	$12.00	53	32027178	1	11827	$12.00	93	32029205	31	10325	$12.00
14	32027118	14	10224	$12.00	54	32027179	2	11827	$12.00	94	32029206	32	10325	$12.00
15	32027117	15	10224	$12.00	55	32027180	3	11827	$12.00	95	32029207	33	10325	$12.00
16	32027116	16	10224	$12.00	56	32029143	4	11827	$12.00	96	32029112	34	10325	$12.00
17	32027115	17	10224	$12.00	57	32029145	5	11827	$12.00	97	32029148	10	11827	$12.00
18	32027114	18	10224	$12.00	58	32029144	6	11827	$12.00	98	32029149	9	11827	$12.00
19	32027113	19	10224	$12.00	59	32029102	28	10324	$12.00	99	32029150	19	11827	$12.00
20	32027112	20	10224	$12.00	60	32029107	29	10324	$12.00	100	32029151	12	11827	$12.00
21	32027111	21	10224	$12.00	61	32029147	7	11827	$12.00	101	32029152	11	11827	$12.00
22	32027110	22	10224	$12.00	62	32029146	8	11827	$12.00	102	32029253	1	10326	$12.00
23	32027109	23	10224	$12.00	63	32029235	1	10325	$12.00	103	32029254	2	10326	$12.00
24	32027108	24	10224	$12.00	64	32029236	2	10325	$12.00	104	32029255	3	10326	$12.00
25	32027107	25	10224	$12.00	65	32029237	3	10325	$12.00	105	32029256	4	10326	$12.00
26	32027106	26	10224	$12.00	66	32029238	4	10325	$12.00	106	32029257	5	10326	$12.00
27	32027105	27	10224	$12.00	67	32029239	5	10325	$12.00	107	32029258	6	10326	$12.00
28	32027104	28	10224	$12.00	68	32029231	6	10325	$12.00	108	32029246	7	10326	$12.00
29	32027103	29	10224	$12.00	69	32029232	7	10325	$12.00	109	32029247	8	10326	$12.00
30	32027102	30	10224	$12.00	70	32029233	8	10325	$12.00	110	32029248	9	10326	$12.00
31	32027101	31	10224	$12.00	71	32029234	9	10325	$12.00	111	32029249	10	10326	$12.00
32	32027147	1	10324	$12.00	72	32029216	10	10325	$12.00	112	32029250	11	10326	$12.00
33	32027148	2	10324	$12.00	73	32029217	11	10325	$12.00	113	32029251	12	10326	$12.00
34	32027149	3	10324	$12.00	74	32029218	12	10325	$12.00	114	32029252	13	10326	$12.00
35	32027150	4	10324	$12.00	75	32029219	13	10325	$12.00	115	32029240	14	10326	$12.00
36	32027151	5	10324	$12.00	76	32029220	14	10325	$12.00	116	32029241	15	10326	$12.00
37	32027152	6	10324	$12.00	77	32029221	15	10325	$12.00	117	32029242	16	10326	$12.00
38	32027153	7	10324	$12.00	78	32029222	16	10325	$12.00	118	32029243	17	10326	$12.00
39	32027154	8	10324	$12.00	79	32029223	17	10325	$12.00	119	32029244	18	10326	$12.00
40	32027155	9	10324	$12.00	80	32029224	18	10325	$12.00	120	32029245	19	10326	$12.00

AD #	APN	Lot	Tract	Asmt
121	32029225	20	10326	$12.00
122	32029226	21	10326	$12.00
123	32029227	22	10326	$12.00
124	32029228	23	10326	$12.00
125	32029229	24	10326	$12.00
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153	32031107	18	10327	$12.00
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225	32031408	49	9298	$12.00
226	32031409	50	9298	$12.00
227	32031410	51	9298	$12.00
228	32031411	52	9298	$12.00
229	32031412	53	9298	$12.00
230	32031413	54	9298	$12.00

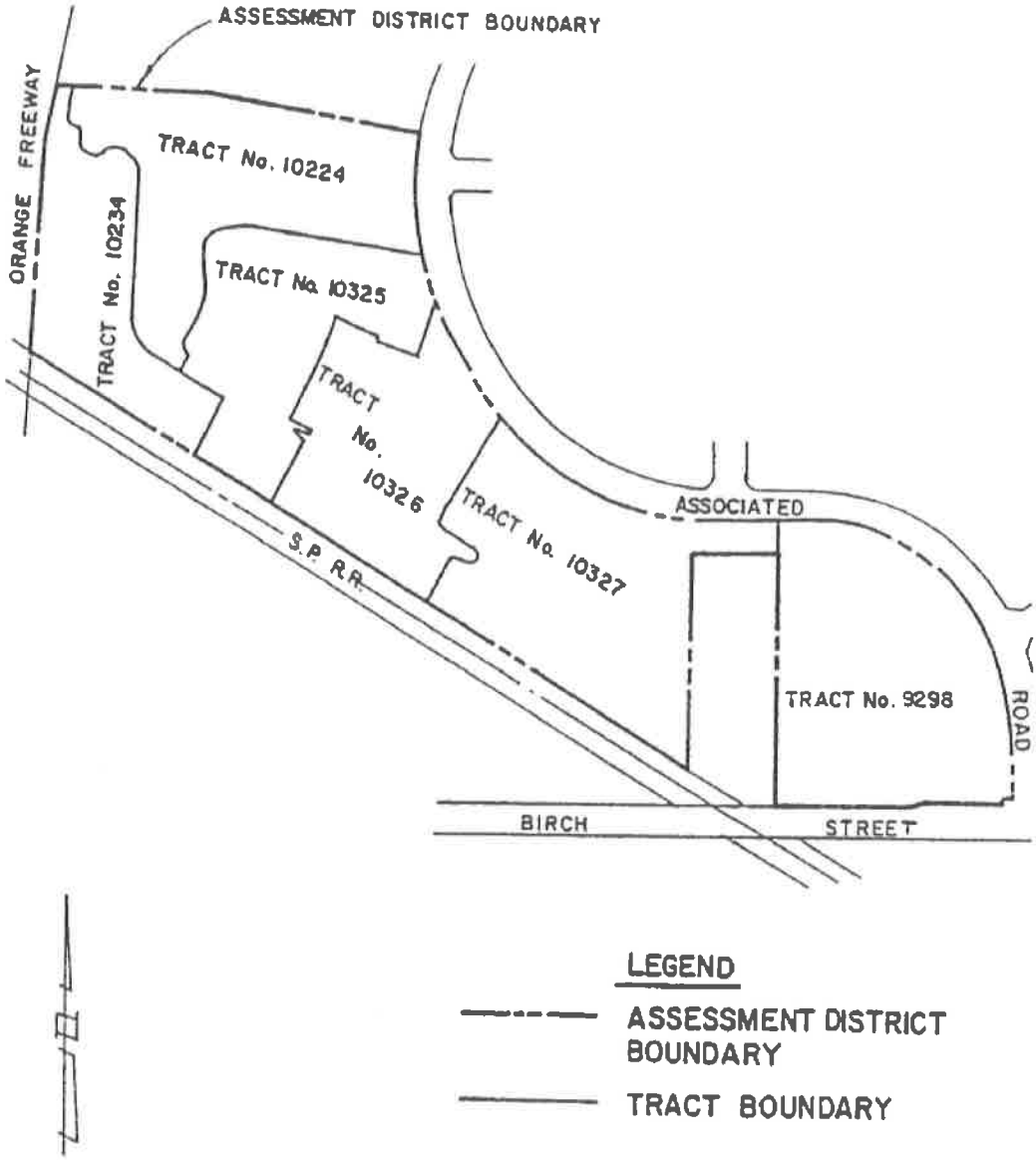
PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Lighting Maintenance District No. 4 is included herein.

District No. 4 is generally located east of the Orange Freeway, North of Birch Street and the Southern Pacific Railroad right of way and South and West of Associated Road. The lands within the District boundaries include Tract 10224, Tract 10324, Tract 10325, Tract 10326, Tract 10327 and Tract 9298 in the City of Brea, County of Orange, State of California. The entire Project is commonly known as "Park Paseo" project in the City of Brea.

The boundaries of the District are described as the North line of Tract 10224, the Easterly line of Tracts 10224 and Tract 10324, the Northerly line of Tracts 10326, Tract 10327 and Tract 9298, the Easterly line of Tract 9298 together with the South line of Tract 9298 and the Southerly line of Tract 10327, Tract 10326, Tract 10325, Tract 10324 and the West line and North line of Tract 10324 in the City of Brea, County of Orange, State of California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.

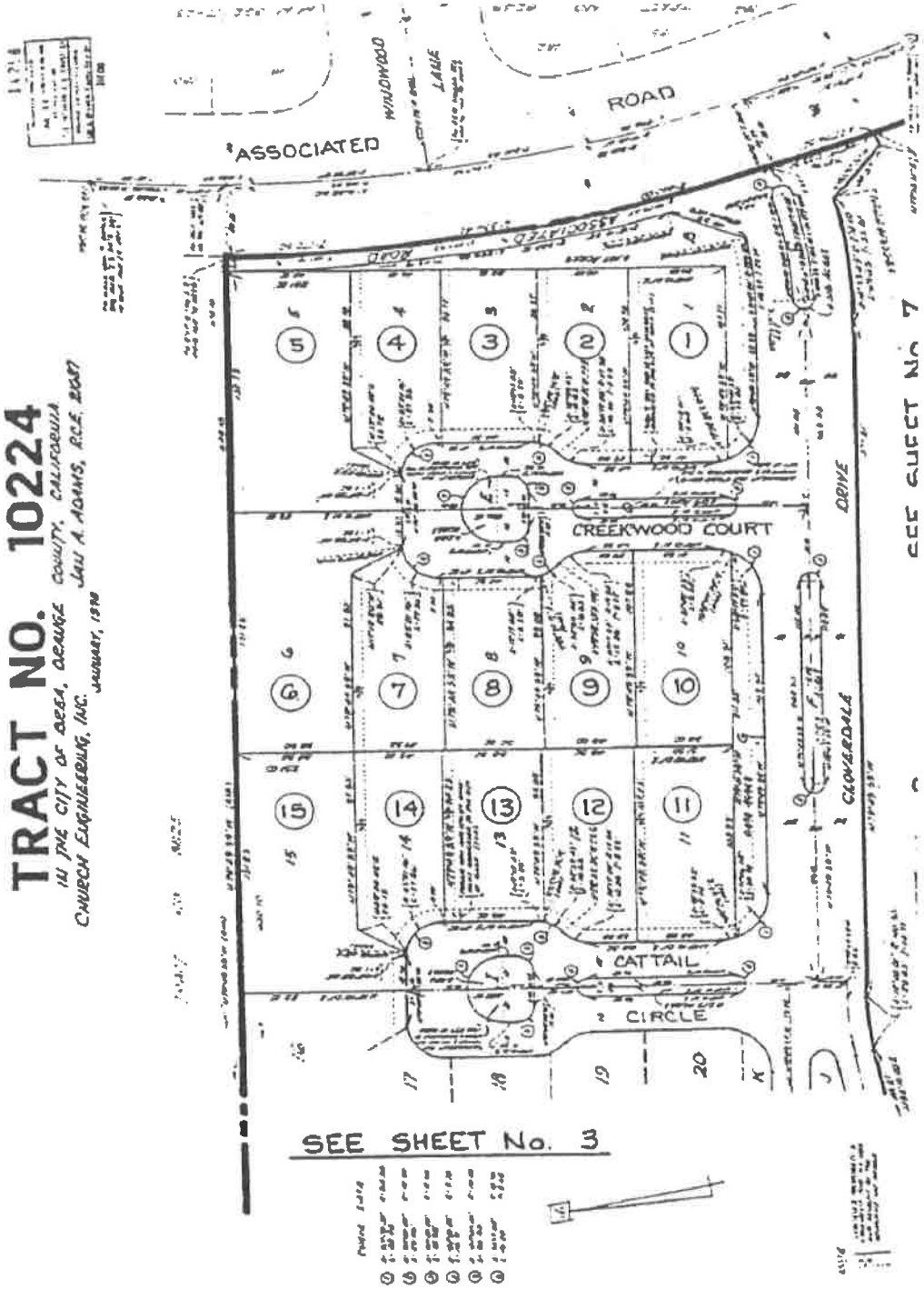


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No.4

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

SHEET 1 OF 17

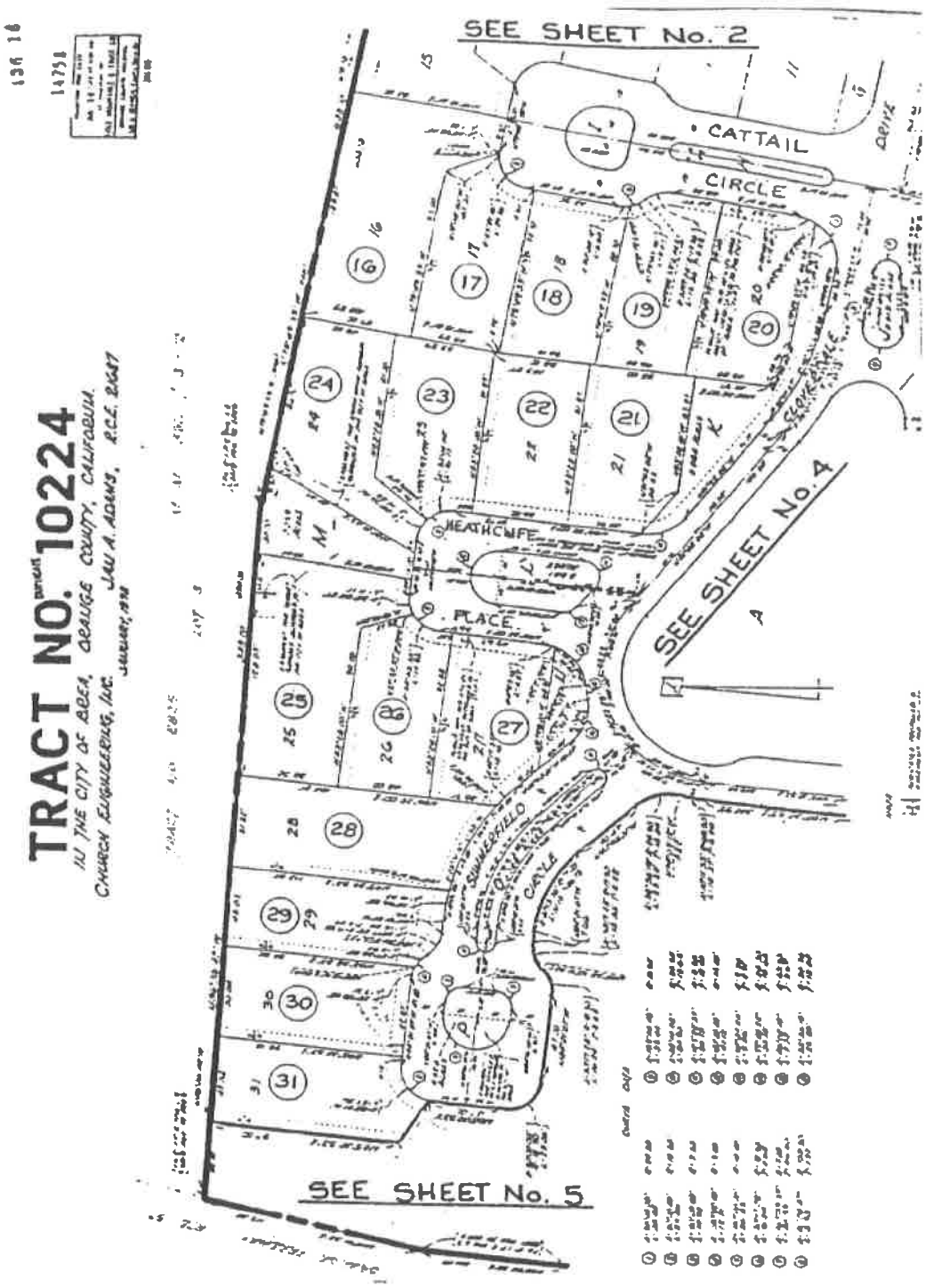


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 2 OF 17

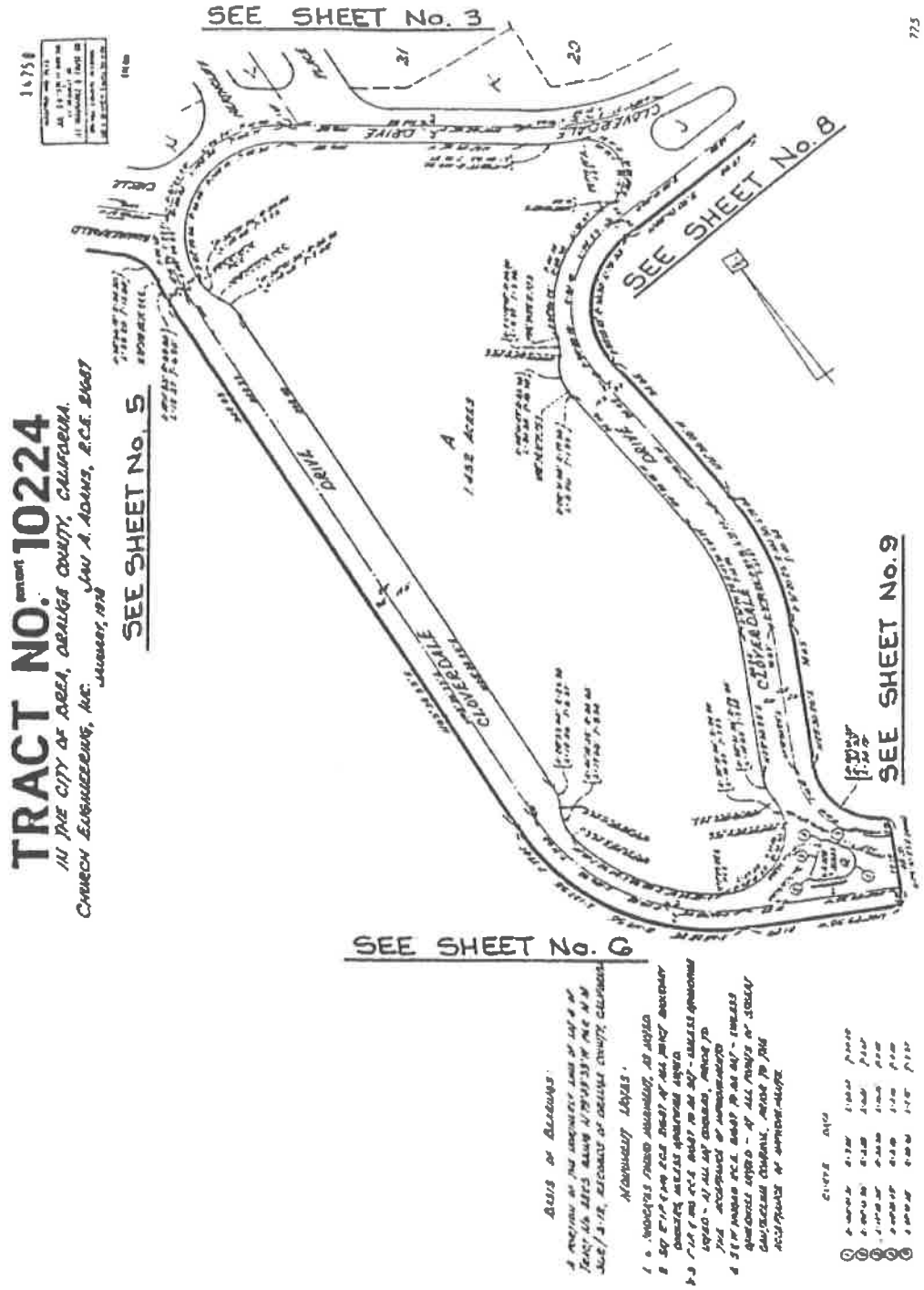


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 3 OF 17

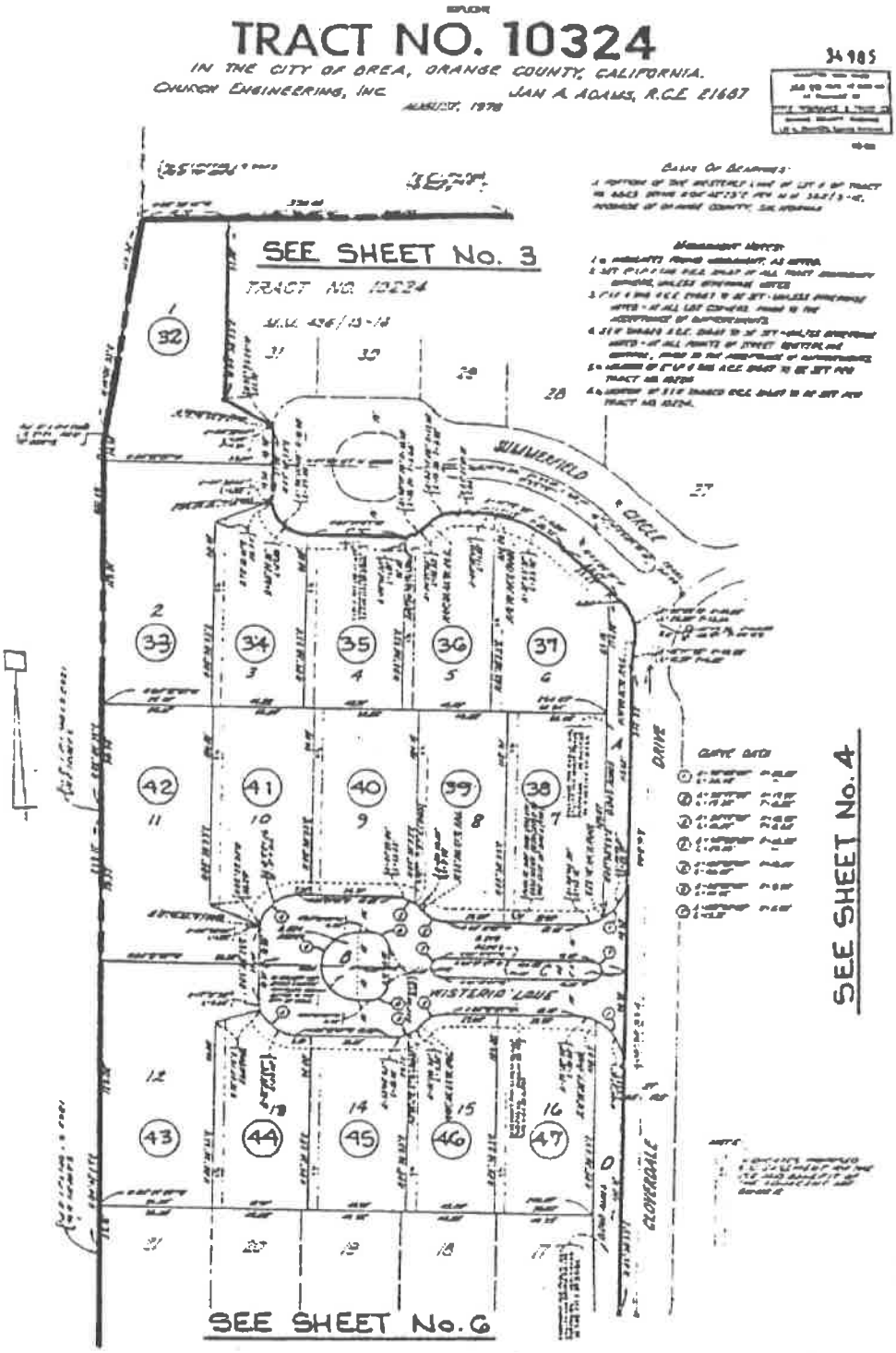


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 4 OF 17

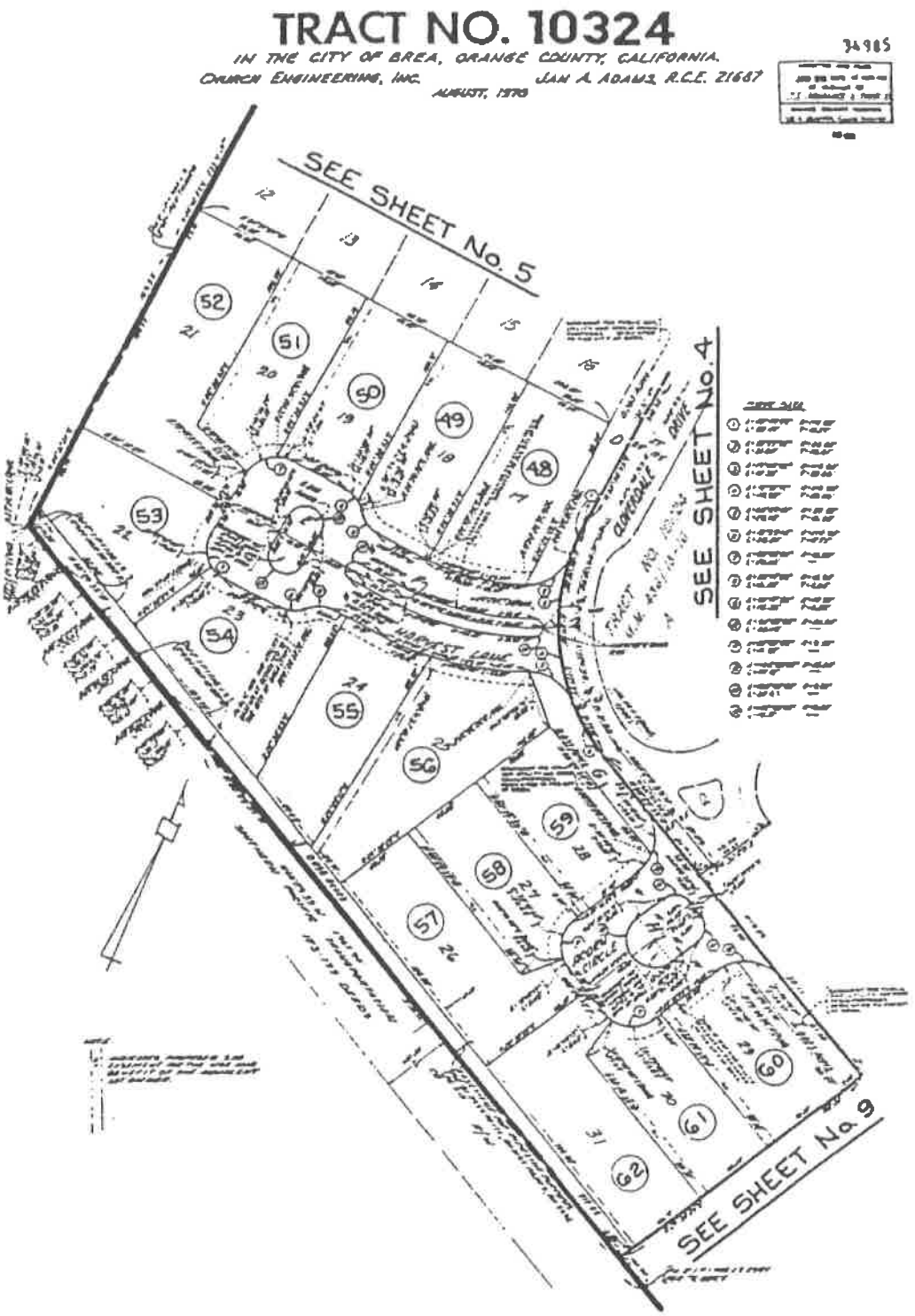


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 5 OF 17

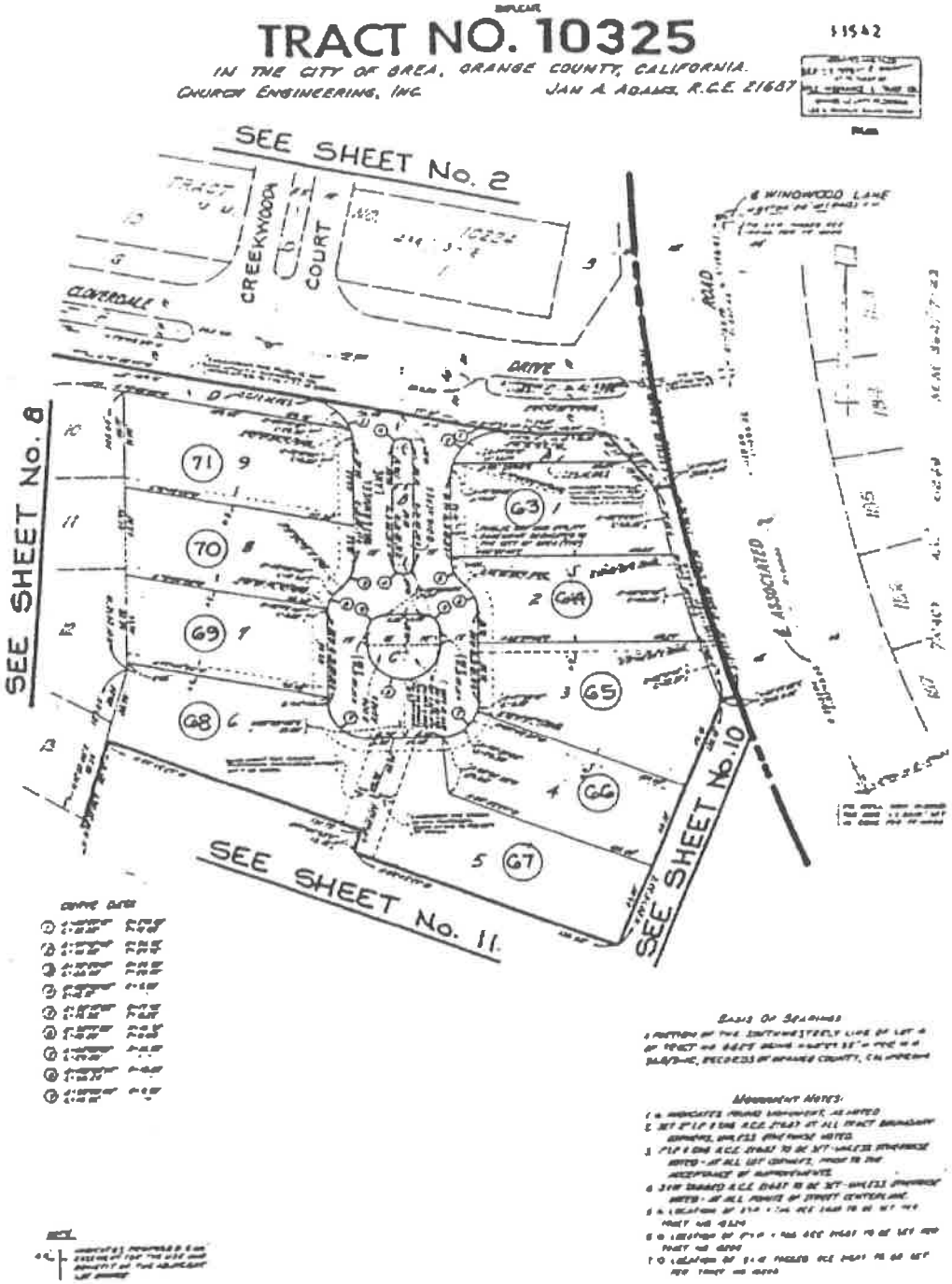


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 6 OF 17

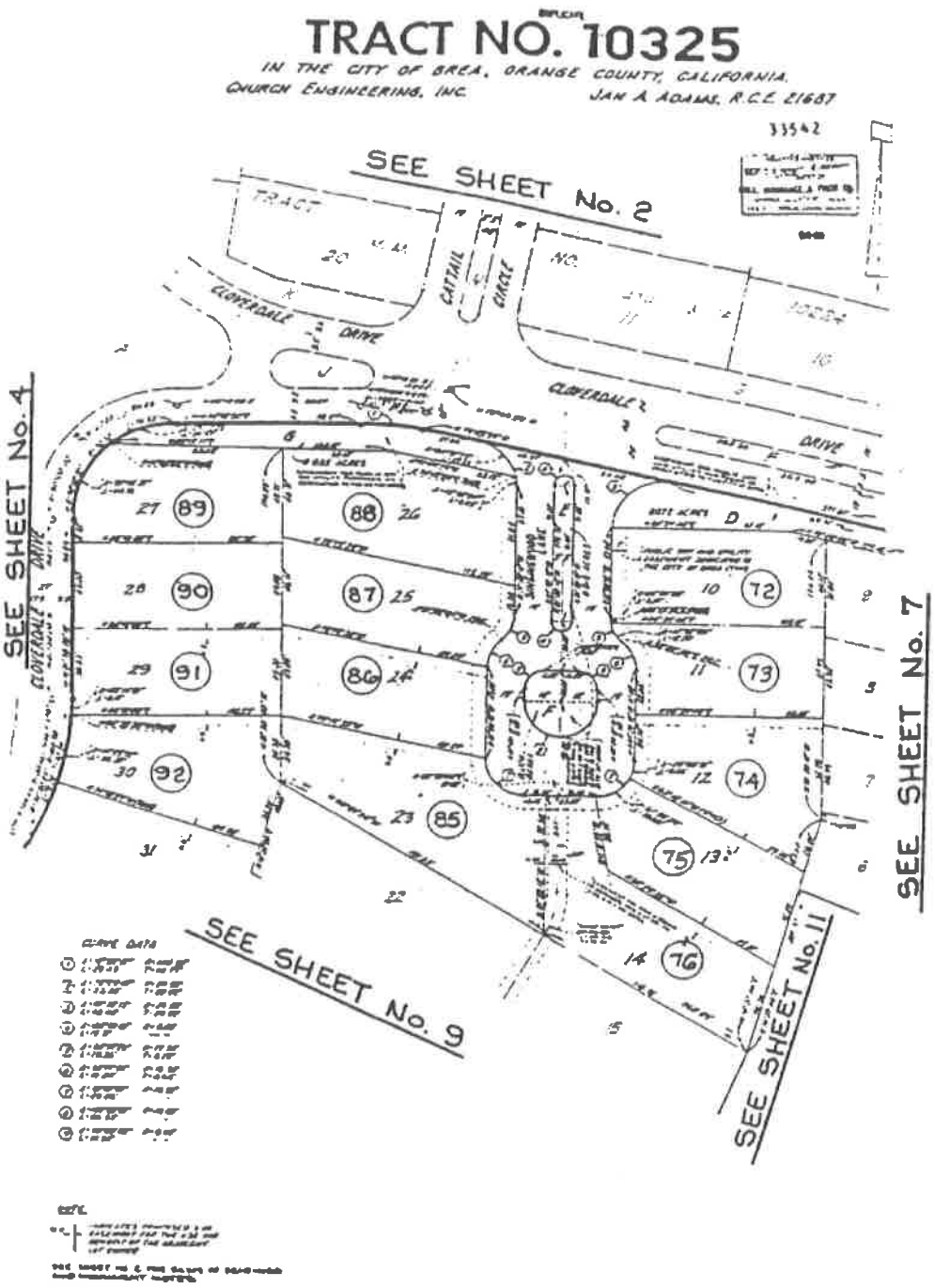


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 7 OF 17

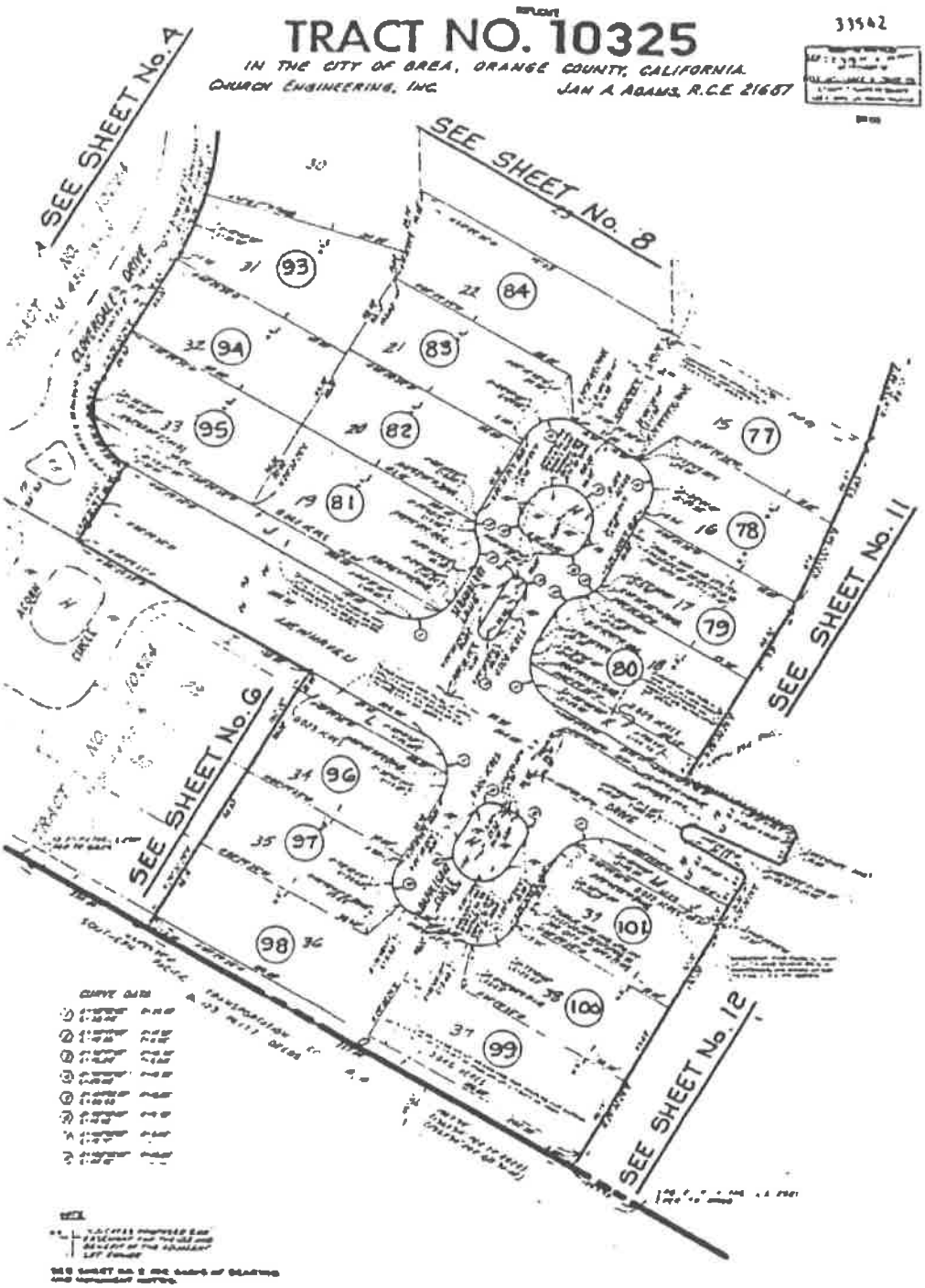


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 8 OF 17

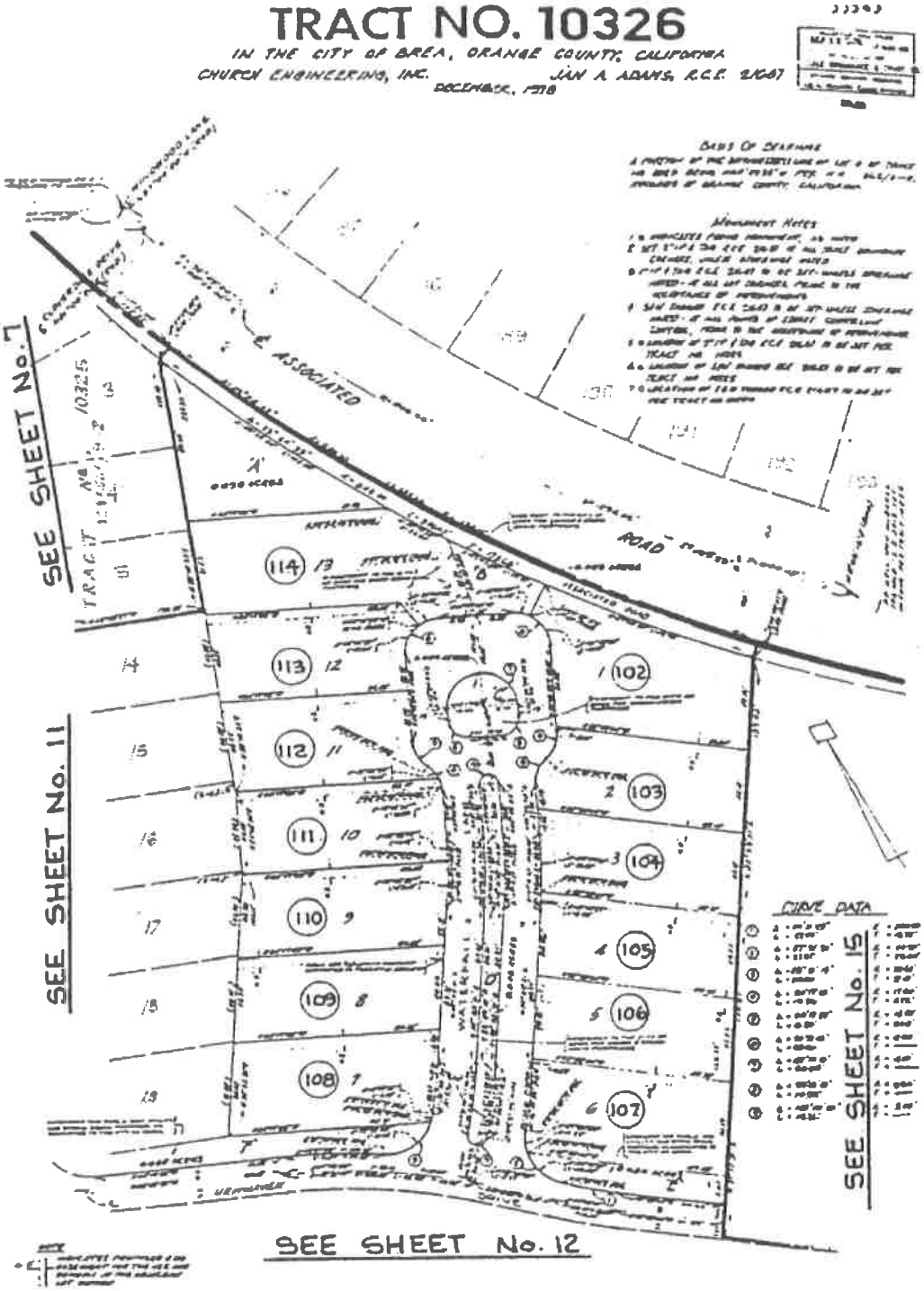


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 9 OF 17

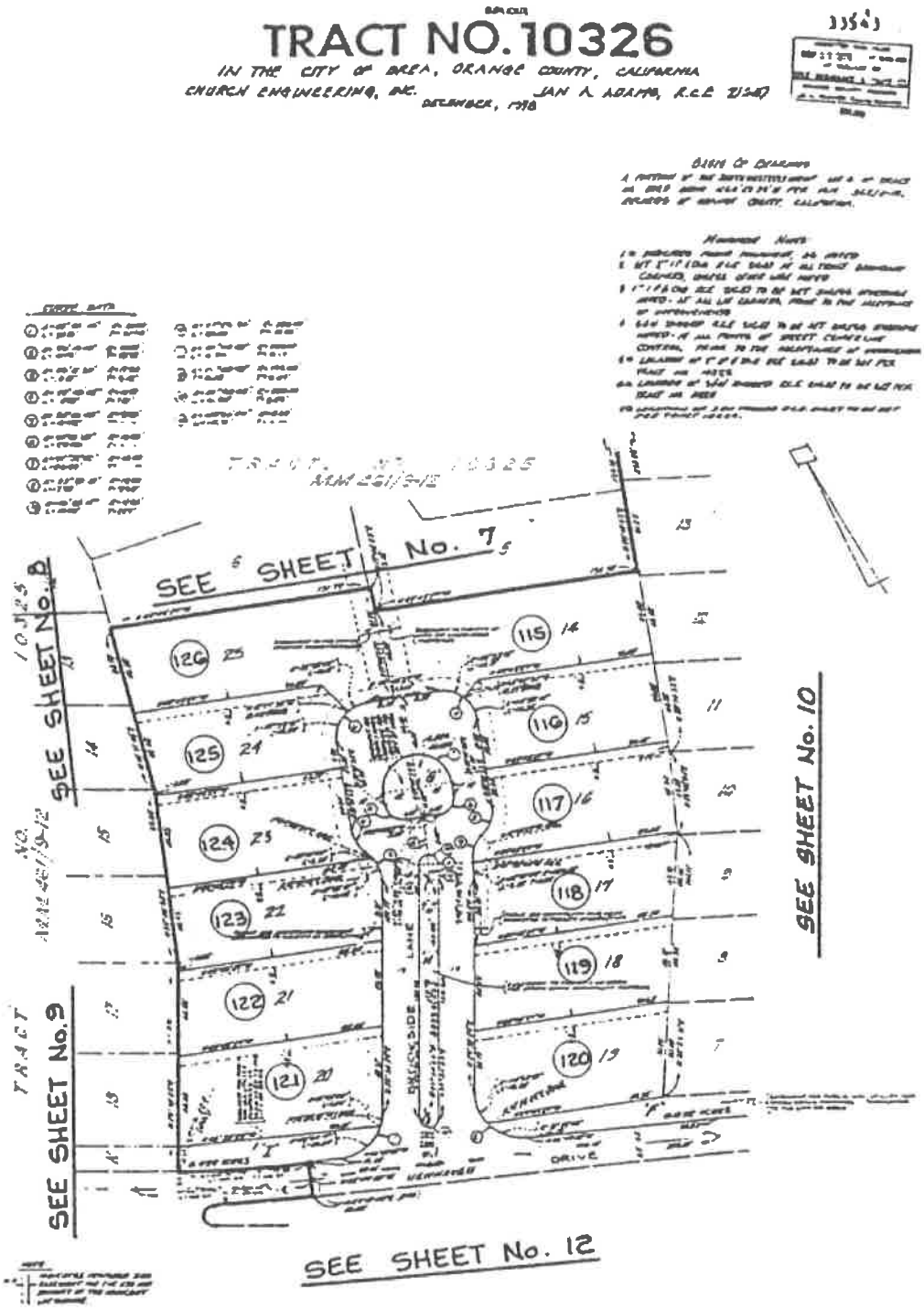


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

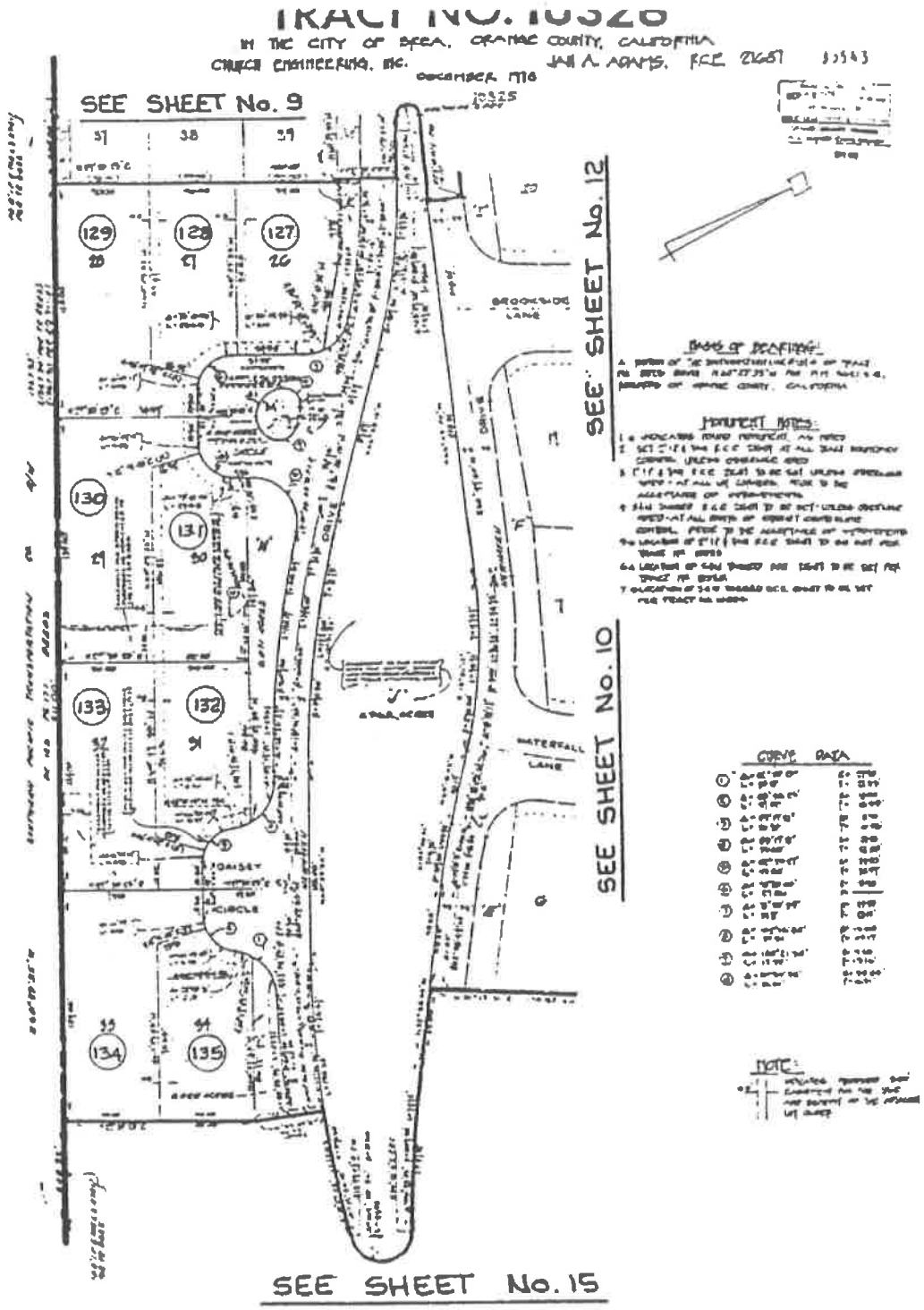
SHEET 10 OF 17



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 11 OF 17

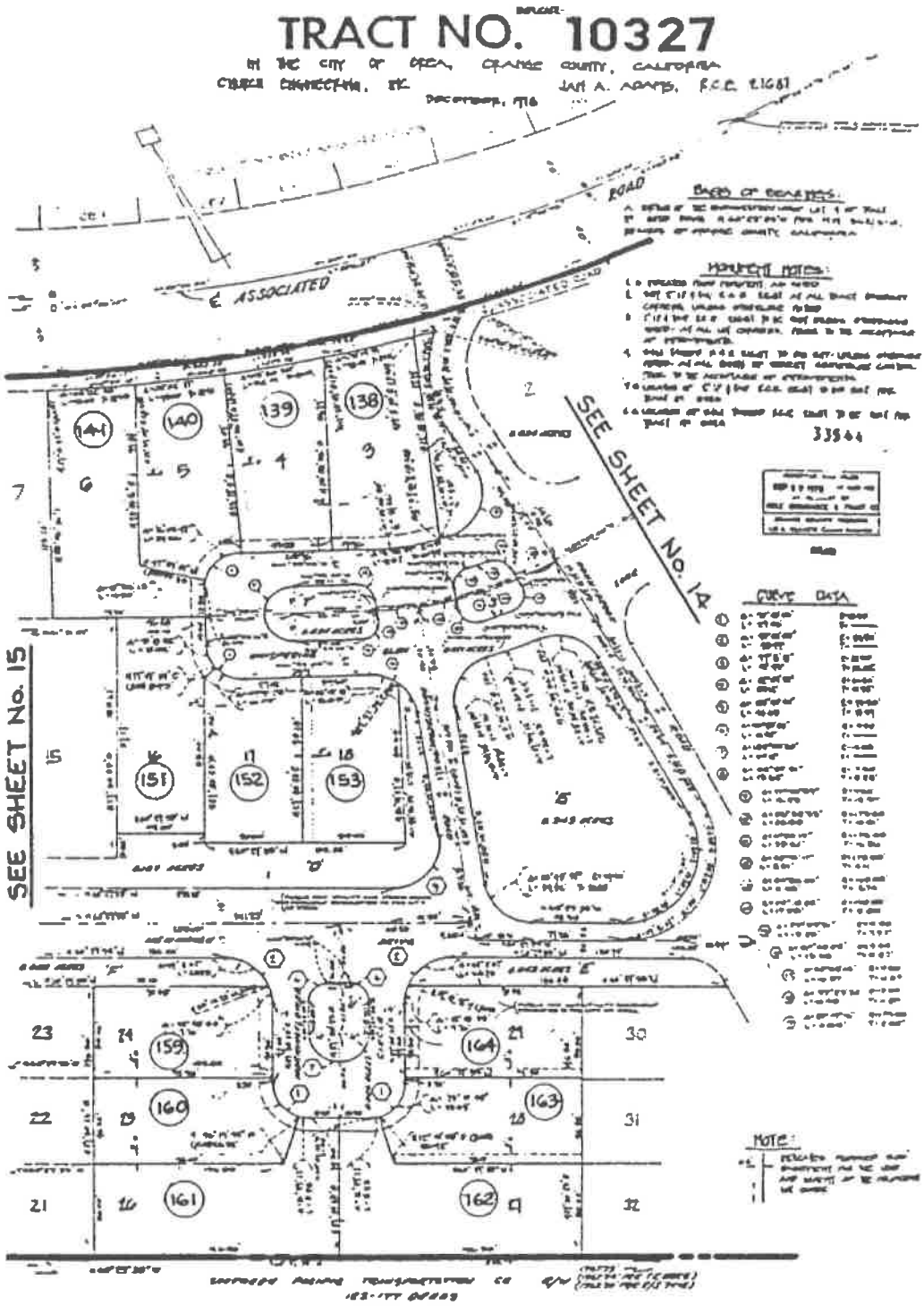


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 12 OF 17

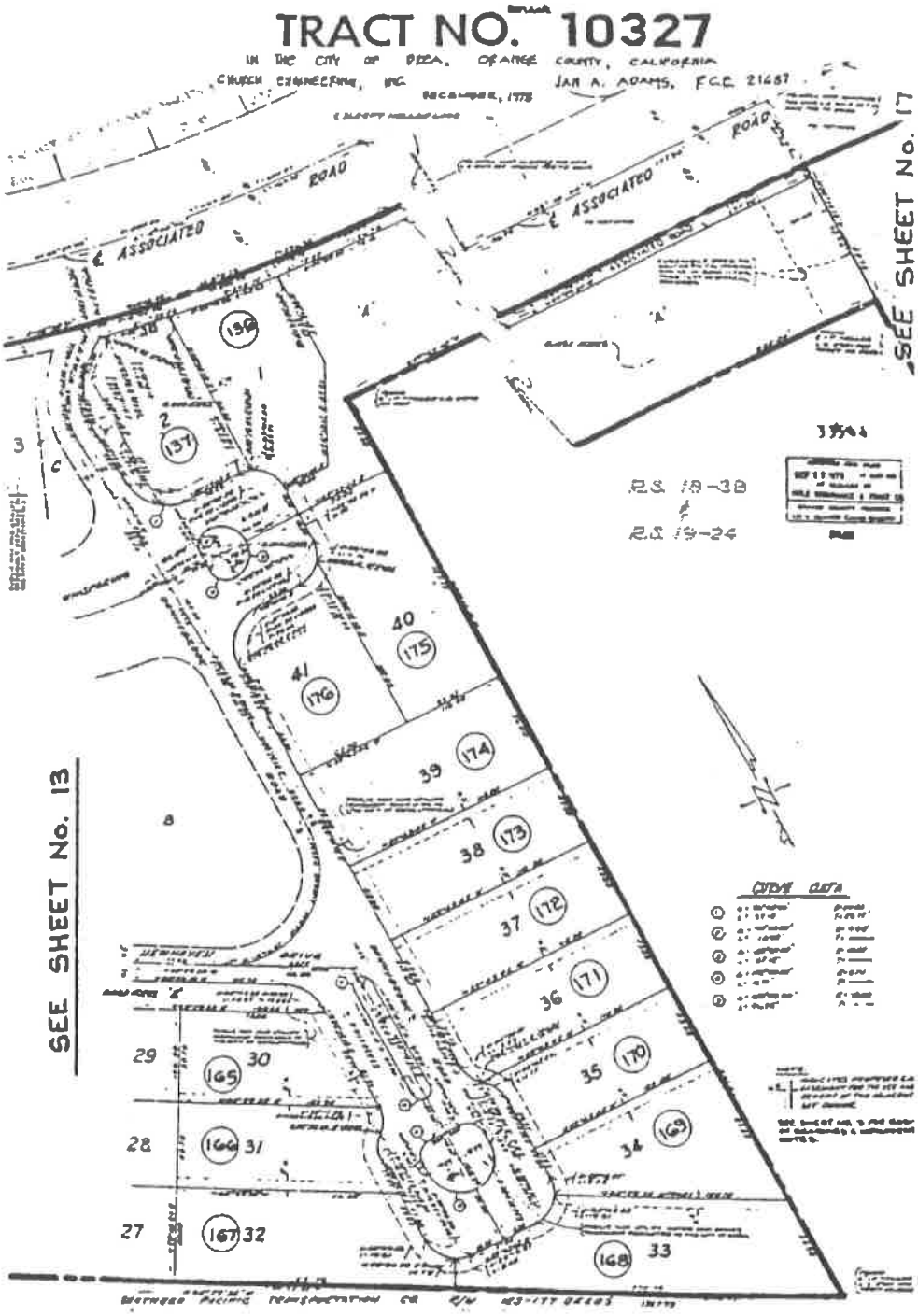


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

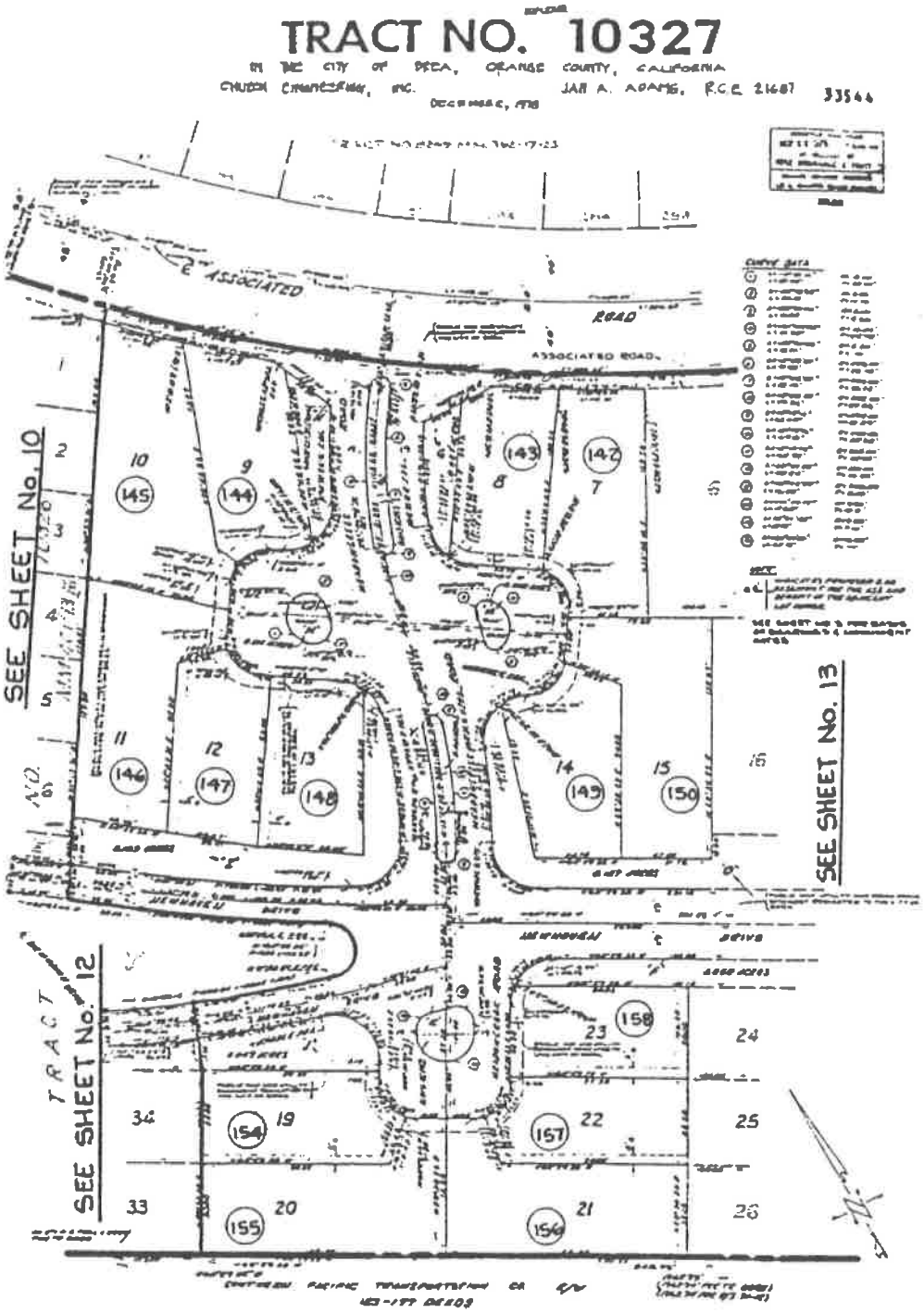
SHEET 13 OF 17



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

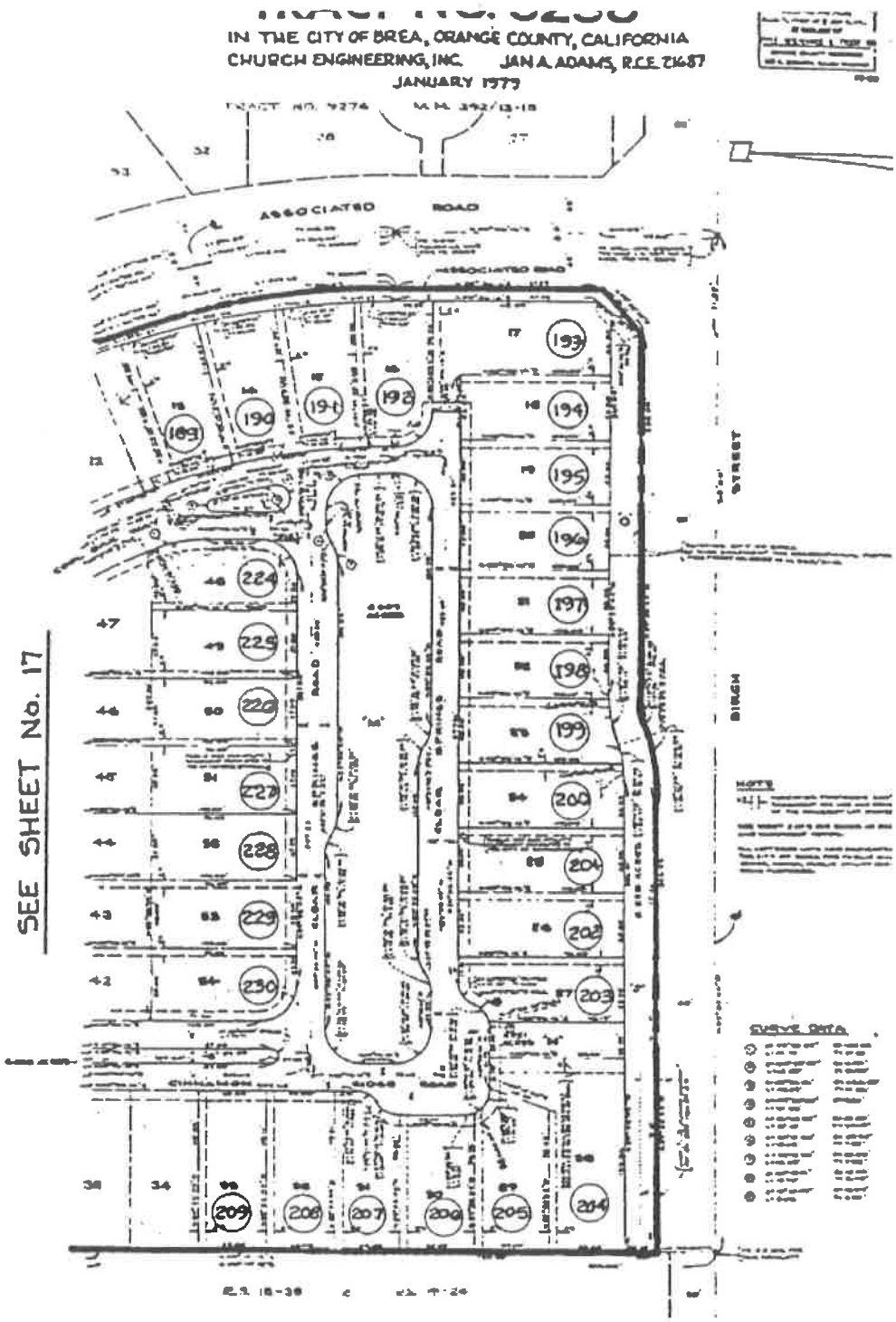


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 15 OF 17

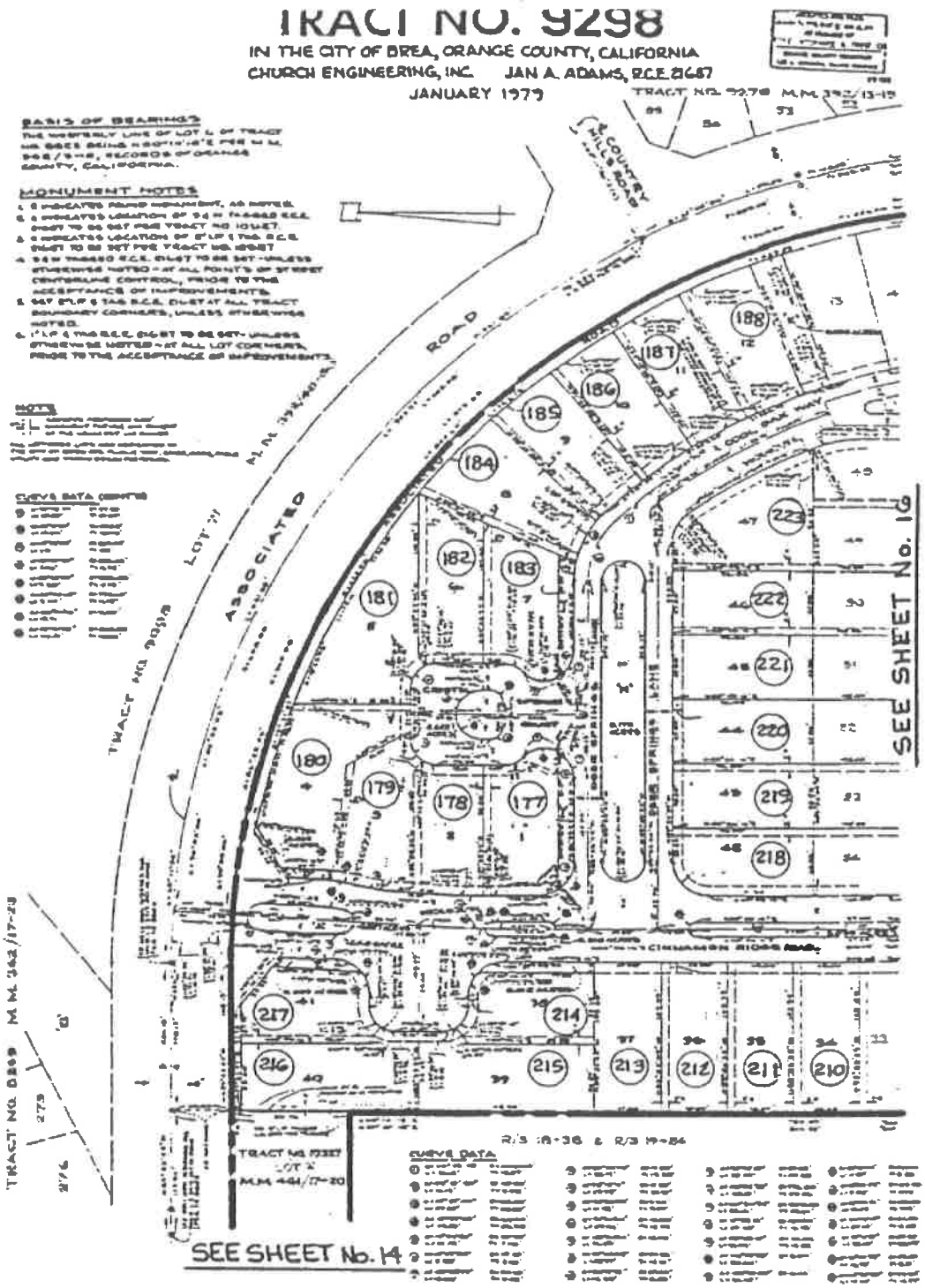


ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 16 OF 17



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

SHEET 17 OF 17

Landscape and Lighting Maintenance District No. 5

City of Brea

Prepared under the authority of the
Landscape and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

TABLE OF CONTENTS

City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April, 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Landscape & Lighting Maintenance District No. 5

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 5, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631). Because we are proposing to increase assessments to cover increased costs, we will be mailing out notices and assessment ballots to all affected property owners, in conformance with Proposition 218.

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

s:\maintenance\maint districts\assessment 23-24\llmd5 23-24.doc

Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code, Article XIIID of the California Constitution, and the Proposition 218 Omnibus Implementation Act.

Background:

On June 1, 1982 the City Council of the City of Brea adopted and approved Resolution No. 82-57 creating Landscape and Lighting Maintenance District No. 5 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 5 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as "Canyon Country," and Tentative Tract No. 9414, known as "Canyondale."

In FY 2003-04, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of slopes, greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 5 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$17,500
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$140
	Fixed Costs Totals	**$17,815**
2. ROUTINE COSTS		
4211	Postage	$55
4249	Svc & Repair Equipment	$50,000
4261	Repairs to Equipment	$1,500
4266	Contract Services/Grounds Maintenance	$34,325
4269	Equipment Service-Other	$1,000
4282	Electricity	$1,800
4285	Water	$26,000
4337	Electrical Supplies & Parts	$1,500
4339	Construction & Maintenance/Other	$0
4441	Miscellaneous Expense	$300
5800	Insurance and Other Expenses	$2,000
	Routine Costs Totals	**$118,480**
	Total Costs (Fixed & Routine)	**$136,295**
	Est. Fund Balance as of 1-Jul-2023	**$65,057**
	Projected Reserve Balance 30-Jun-2024	**$45,354**
	FY 2023-24 Annual Assessments	**$116,592**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIIID also requires that publicly owned property which benefit from the improvements be assessed.

SPECIAL BENEFIT ANALYSIS

Street Landscaping, Slopes and Greenbelts. Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

> "... there is no lack of opinion, based on general principals and experience and common sense, that parkways *do in fact add value* to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a *provable* financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping along side the roadway.

The ongoing operation and maintenance of the street landscaping, slopes and greenways within the district, as identified in Part A of this Report, provide beautification to the areas that result in a special benefit to the parcels within the tracts adjacent to the improvements. If these landscaped areas were not properly maintained, the tract would be blighted.

Theme Lighting. Proper maintenance and operation of pedestrian and street lights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

BENEFITS OF STREET LIGHTING

Security and Safety	**Community Character and Vitality**
• Mitigates crime	• Promotes social interaction
• Alleviates the fear of crime	• Contributes to a positive nighttime visual image
• Enhances safe ingress/egress to property	

ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$116,592 / 113 SFR's = $1031.79 / SFR

This assessment rate is not considered a maximum rate. This maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2023-24 is 4.9%.

Maximum Assessment Rate Calculation		
Fiscal Year	**CPI Increase**	**Maximum Assessment**
FY 2003-04		$679.00 / SFR
FY 2004-05	1.8%	$691.22 / SFR
FY 2005-06	4.4%	$721.64 / SFR
FY 2006-07	4.5%	$754.11 / SFR
FY 2007-08	4.3%	$786.54 / SFR
FY 2008-09	3.3%	$812.50 / SFR
FY 2009-10	3.5%	$840.94 / SFR
FY 2010-11	0%	$840.94 / SFR
FY 2011-12	1.2%	$851.03 / SFR
FY 2012-13	2.7%	$874.00 / SFR
FY 2013-14	2%	$891.48 / SFR
FY 2014-15	1.1%	$901.28 / SFR
FY 2015-16	.7%	$907.59 / SFR
FY 2016-17	2%	$925.74 / SFR
FY 2017-18	1.9%	$943.33 / SFR
FY 2018-19	2.8%	$969.74 / SFR
FY 2019-20	3.2%	$1,000.77 / SFR
FY 2020-21	3.1%	$1031.79/SFR
FY 2021-22	1.6%	$1048.30/SFR
FY 2022-23	6.5%	$1116.44/SFR
FY 2023-24	4.9%	$1171.15/SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
1	30604102	1	9111	$1031.79	41	30604210	27	9473	$1031.79	81	30605318	18	9414	$1031.79
2	30604103	2	9111	$1031.79	42	30604209	28	9473	$1031.79	82	30605319	19	9414	$1031.79
3	30604104	3	9111	$1031.79	43	30604208	29	9473	$1031.79	83	30605320	20	9414	$1031.79
4	30604105	4	9111	$1031.79	44	30604207	30	9473	$1031.79	84	30605321	21	9414	$1031.79
5	30604106	5	9111	$1031.79	45	30604206	31	9473	$1031.79	85	30605322	22	9414	$1031.79
6	30604107	6	9111	$1031.79	46	30604205	32	9473	$1031.79	86	30605323	23	9414	$1031.79
7	30604108	7	9111	$1031.79	47	30604204	33	9473	$1031.79	87	30605324	24	9414	$1031.79
8	30604109	8	9111	$1031.79	48	30604203	34	9473	$1031.79	88	30605325	25	9414	$1031.79
9	30604110	9	9111	$1031.79	49	30604202	35	9473	$1031.79	89	30605326	26	9414	$1031.79
10	30604111	10	9111	$1031.79	50	30604201	36	9473	$1031.79	90	30605327	27	9414	$1031.79
11	30604112	11	9111	$1031.79	51	30604301	37	9473	$1031.79	91	30605328	28	9414	$1031.79
12	30604113	12	9111	$1031.79	52	30604302	38	9473	$1031.79	92	30605329	29	9414	$1031.79
13	30604114	13	9111	$1031.79	53	30604303	39	9473	$1031.79	93	30605330	30	9414	$1031.79
14	30604115	14	9111	$1031.79	54	30604304	40	9473	$1031.79	94	30605331	31	9414	$1031.79
15	30604502	1	9473	$1031.79	55	30604305	41	9473	$1031.79	95	30605103	32	9414	$1031.79
16	30604501	2	9473	$1031.79	56	30604306	42	9473	$1031.79	96	30605102	33	9414	$1031.79
17	30604415	3	9473	$1031.79	57	30604307	43	9473	$1031.79	97	30605101	34	9414	$1031.79
18	30604414	4	9473	$1031.79	58	30604308	44	9473	$1031.79	98	30605201	35	9414	$1031.79
19	30604413	5	9473	$1031.79	59	30604309	45	9473	$1031.79	99	30605202	36	9414	$1031.79
20	30604412	6	9473	$1031.79	60	30604310	46	9473	$1031.79	100	30605203	37	9414	$1031.79
21	30604411	7	9473	$1031.79	61	30604311	47	9473	$1031.79	101	30605204	38	9414	$1031.79
22	30604410	8	9473	$1031.79	62	30604312	48	9473	$1031.79	102	30605205	39	9414	$1031.79
23	30604409	9	9473	$1031.79	63	30604313	49	9473	$1031.79	103	30605206	40	9414	$1031.79
24	30604408	10	9473	$1031.79	64	30605301	1	9414	$1031.79	104	30605207	41	9414	$1031.79
25	30604407	11	9473	$1031.79	65	30605302	2	9414	$1031.79	105	30605208	42	9414	$1031.79
26	30604406	12	9473	$1031.79	66	30605303	3	9414	$1031.79	106	30605209	43	9414	$1031.79
27	30604405	13	9473	$1031.79	67	30605304	4	9414	$1031.79	107	30605210	44	9414	$1031.79
28	30604404	14	9473	$1031.79	68	30605305	5	9414	$1031.79	108	30605211	45	9414	$1031.79
29	30604403	15	9473	$1031.79	69	30605306	6	9414	$1031.79	109	30605212	46	9414	$1031.79
30	30604402	16	9473	$1031.79	70	30605307	7	9414	$1031.79	110	30605213	47	9414	$1031.79
31	30604401	17	9473	$1031.79	71	30605308	8	9414	$1031.79	111	30605214	48	9414	$1031.79
32	30604219	18	9473	$1031.79	72	30605309	9	9414	$1031.79	112	30605215	49	9414	$1031.79
33	30604218	19	9473	$1031.79	73	30605310	10	9414	$1031.79	113	30605216	50	9414	$1031.79
34	30604217	20	9473	$1031.79	74	30605311	11	9414	$1031.79					
35	30604216	21	9473	$1031.79	75	30605312	12	9414	$1031.79					
36	30604215	22	9473	$1031.79	76	30605313	13	9414	$1031.79					
37	30604214	23	9473	$1031.79	77	30605314	14	9414	$1031.79					
38	30604213	24	9473	$1031.79	78	30605315	15	9414	$1031.79					
39	30604212	25	9473	$1031.79	79	30605316	16	9414	$1031.79					
40	30604211	26	9473	$1031.79	80	30605317	17	9414	$1031.79					

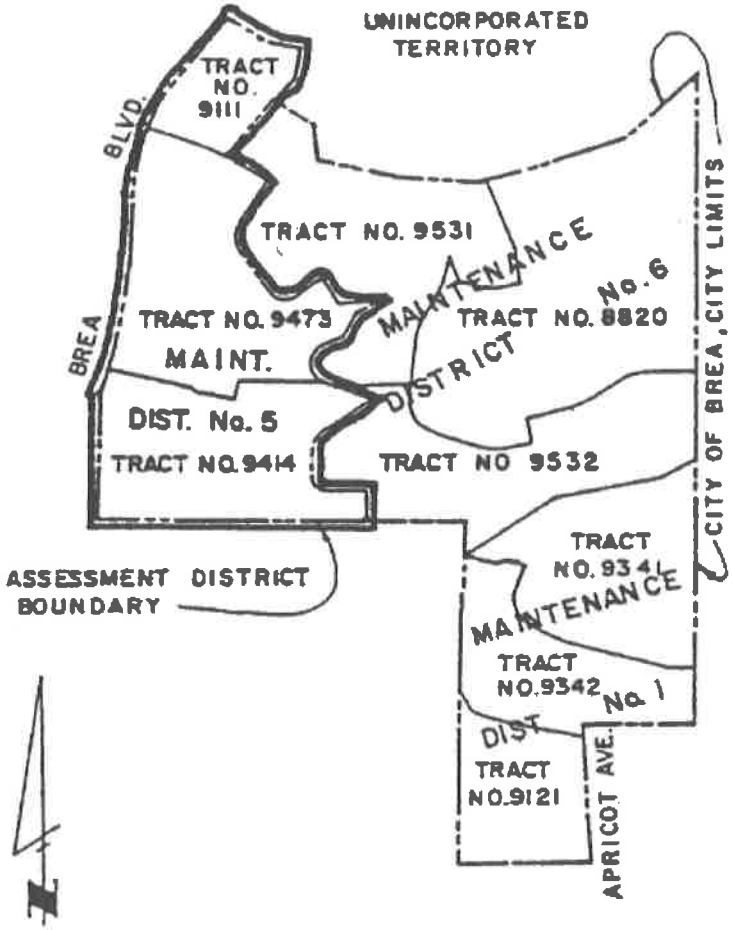
PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 5 is included herein.

District No. 5 is generally located east of Brea Boulevard and north of State College Boulevard, and includes Tract Nos. 9111, 9414 and 9473.

District No. 5 includes all properties in the City of Brea located within the tract boundary of Tract No. 9111 recorded in Book 374, Pages 24, 25 and 26 of Tract No. 9414 recorded in Book 409, Pages 8 and 9, and of Tract No. 9473 recorded in Book 291, Pages 26, 27 and 28 all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.



SCALE : 1" = 600'

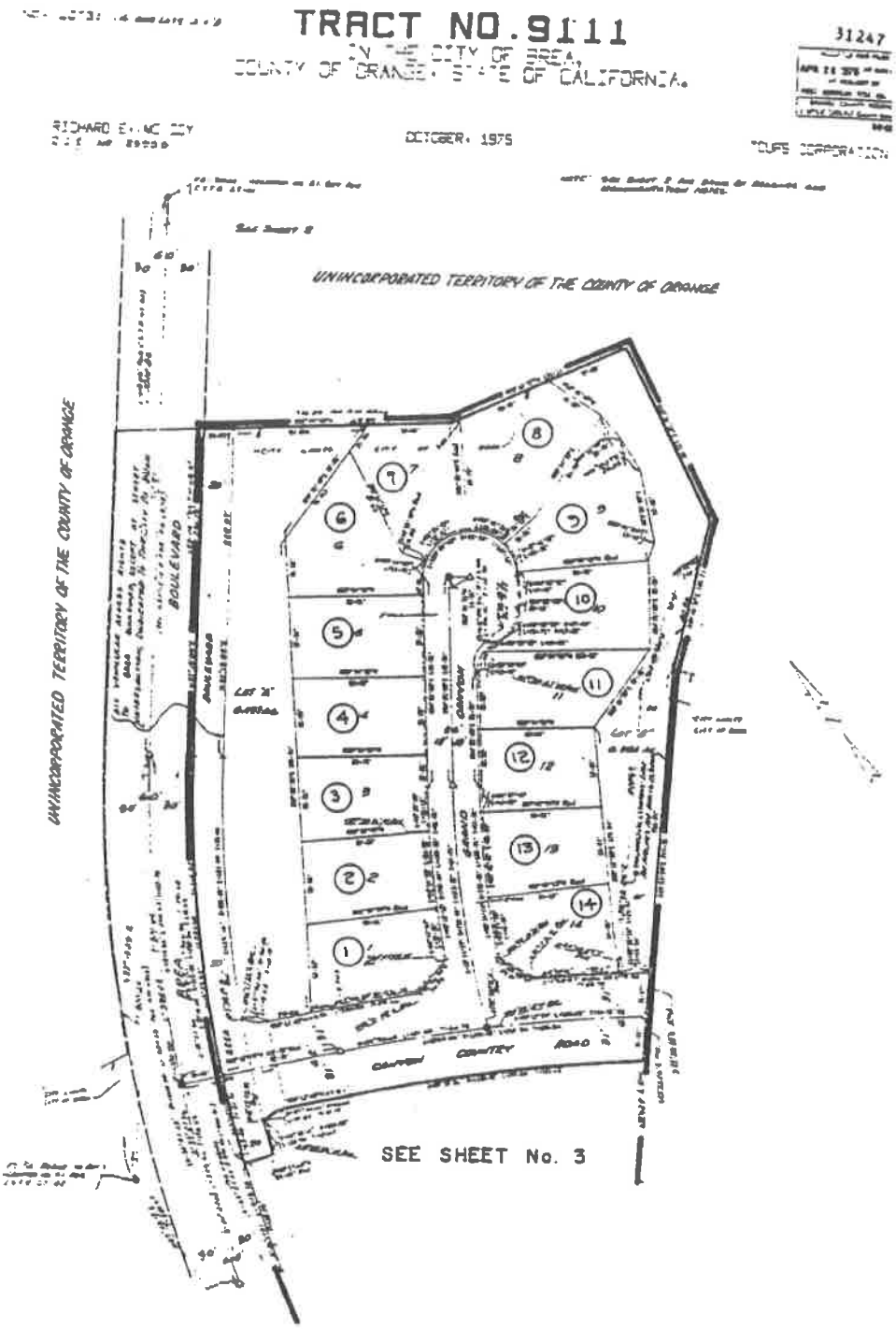
LEGEND

ASSESSMENT DISTRICT BOUNDRY
TRACT BOUNDRY
10 ASSESSMENT DISTRICT NUMBER
7 TRACT LOT NUMBER

113 PARCELS

SHEET 1 OF

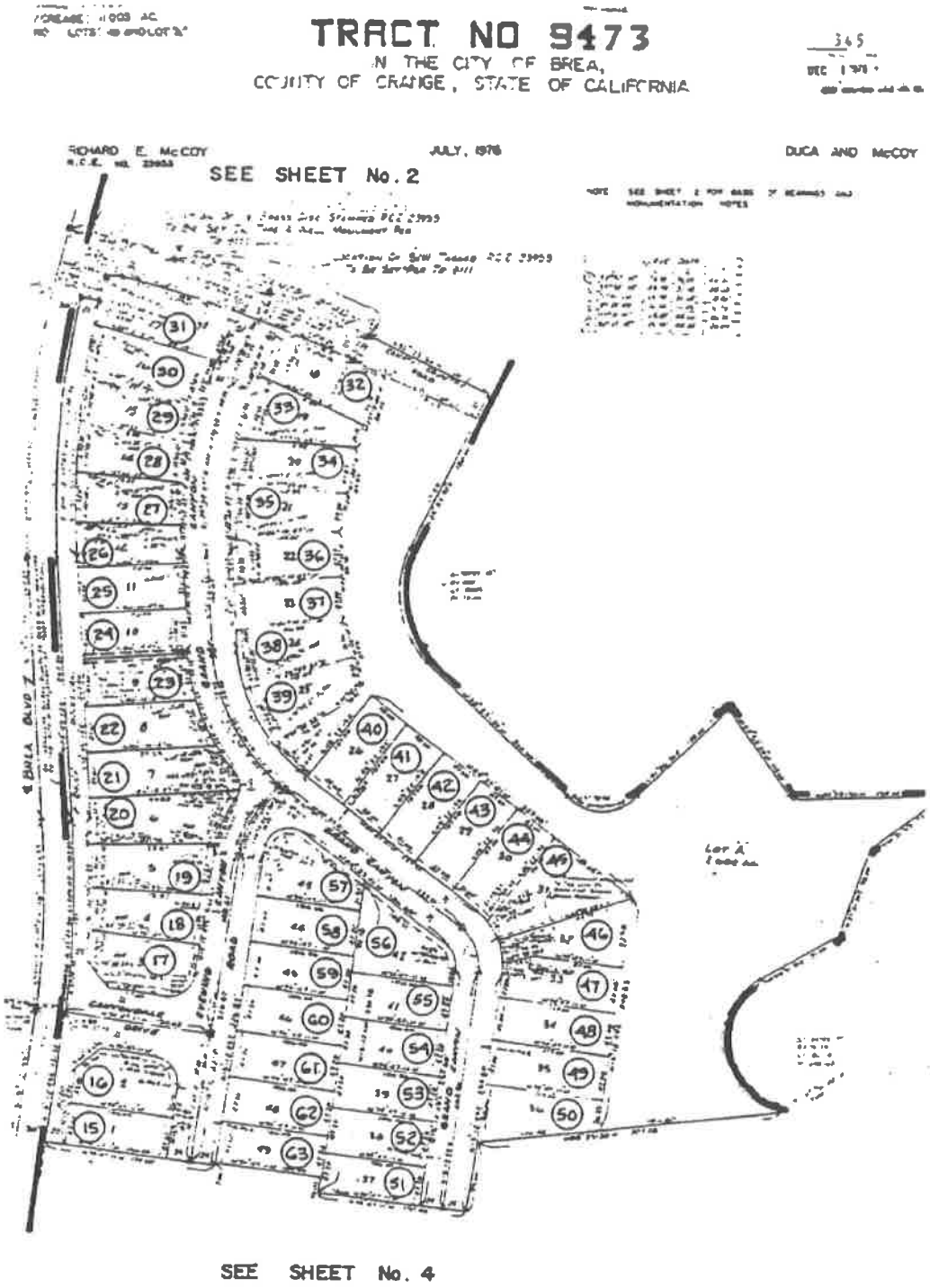
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



113 PARCELS

SHEET 2 OF 4

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



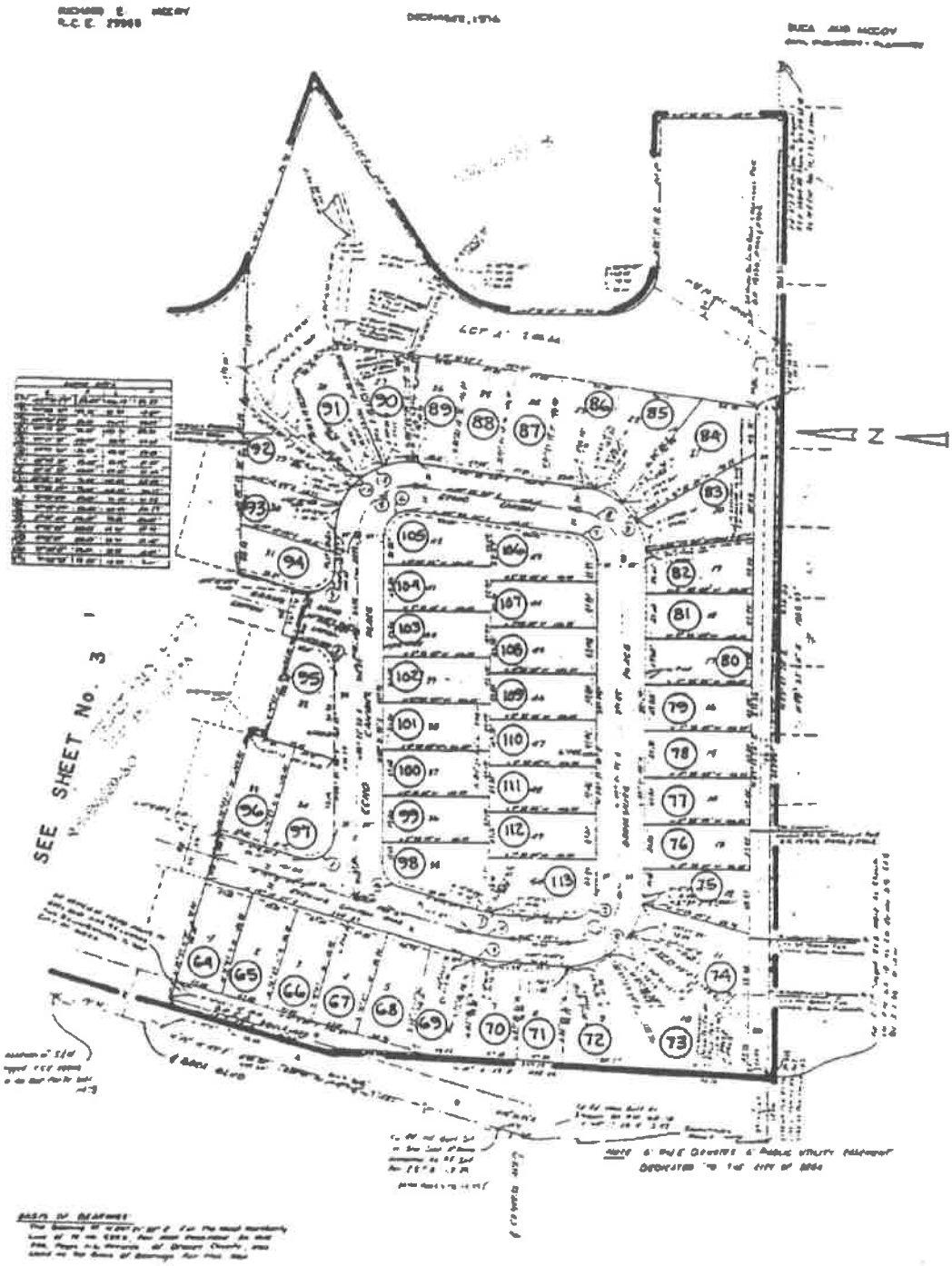
113 PARCELS

SHEET 3 OF 4

ASSESSMENT DIAGRAM.

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

TRACT NO 5318
IN THE CITY OF BREA.
COUNTY OF ORANGE, STATE OF CALIFORNIA



113 PARCELS

SHEET 4 OF 4

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

Landscape and Lighting Maintenance District No. 6

City of Brea

Prepared under the authority of the
Landscape and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

TABLE OF CONTENTS

City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Landscape & Lighting Maintenance District No. 6

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 6, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

s:\maintenance\maint districts\assessment 23-24\llmd6 23-24.doc

Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background:

On June 1, 1982 the City Council of the City of Brea adopted and approved Resolution No. 83-58 creating Landscape and Lighting Maintenance District No. 6 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 6 in the City of Brea was a requirement of the City of Brea for the development of Tentative Tract No. 8820, known as the "Canyon Country" development project.

In FY 2005-06, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of slopes, greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 6 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$16,900
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$440
	Fixed Costs Totals	**$17,515**
2. ROUTINE COSTS		
4211	Postage	$135
4249	Professional Svc-Other	$60,000
4261	Repairs to Equipment	$5,000
4266	Contract Services/Grounds Maintenance	$75,775
4269	Equipment Service-Other	$2,000
4282	Electricity	$4,500
4285	Water	$73,500
4337	Electrical Supplies & Parts	$2,000
4339	Construction & Maintenance/Other	$1,000
4441	Miscellaneous Expense	$250
5800	Insurance and Other Expenses	$1,945
	Routine Costs Totals	**$226,105**
	Total Costs (Fixed & Routine)	**$243,620**
	Est. Fund Balance as of 1-Jul-2023	**$147,749**
	Projected Reserve Balance 30-Jun-2024	**$140,426**
	FY 2023-24 Annual Assessments	**$236,297**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$236,297 / 135 SFR's = $1,750.35 / SFR

This assessment rate is not the maximum rate. The maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2023-24 is 4.9%.

Maximum Assessment Rate Calculation		
Fiscal Year	**CPI Increase**	**Maximum Assessment**
FY 2005-06		$1350.00 / SFR
FY 2006-07	4.5%	$1411.00 / SFR
FY 2007-08	4.3%	$1472.00 / SFR
FY 2008-09	3.3%	$1521.00 / SFR
FY 2009-10	3.5%	$1574.24 / SFR
FY 2010-11	0%	$1574.24 / SFR
FY 2011-12	1.2%	$1593.13 / SFR
FY 2012-13	2.7%	$1636.14 / SFR
FY 2013-14	2%	$1668.86 / SFR
FY 2014-15	1.1%	$1676.22 / SFR
FY 2015-16	.7%	$1687.95 / SFR
FY 2016-17	2%	$1721.71 / SFR
FY 2017-18	1.9%	$1754.42 / SFR
FY 2018-19	2.8%	$1803.54 / SFR
FY 2019-20	3.2%	$1861.25 / SFR
FY 2020-21	3.1%	$1918.95/SFR
FY 2021-22	1.6%	$1949.65/SFR
FY 2022-23	6.5%	$2076.38/SFR
FY 2023-24	4.9%	$2180.07/SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD #	APN	Lot	Tract	Annual Asmt
1	30606101	1	9531	$1,750.35
2	30606102	2	9531	$1,750.35
3	30606103	3	9531	$1,750.35
4	30606104	4	9531	$1,750.35
5	30606105	5	9531	$1,750.35
6	30606106	6	9531	$1,750.35
7	30606107	7	9531	$1,750.35
8	30606201	8	9531	$1,750.35
9	30606202	9	9531	$1,750.35
10	30606203	10	9531	$1,750.35
11	30606205	11	9531	$1,750.35
12	30606206	12	9531	$1,750.35
13	30606207	13	9531	$1,750.35
14	30606208	14	9531	$1,750.35
15	30606209	15	9531	$1,750.35
16	30606211	16	9531	$1,750.35
17	30606213	17	9531	$1,750.35
18	30606214	18	9531	$1,750.35
19	30606215	19	9531	$1,750.35
20	30603236	20	9531	$1,750.35
21	30606235	21	9531	$1,750.35
22	30606218	22	9531	$1,750.35
23	30603220	23	9531	$1,750.35
24	30603221	24	9531	$1,750.35
25	30603222	25	9531	$1,750.35
26	30603223	26	9531	$1,750.35
27	30603224	27	9531	$1,750.35
28	30606307	28	9531	$1,750.35
29	30606308	29	9531	$1,750.35
30	30606303	30	9531	$1,750.35
31	30606304	31	9531	$1,750.35
32	30606305	32	9531	$1,750.35
33	30606306	33	9531	$1,750.35
34	30603225	34	9531	$1,750.35
35	30606226	35	9531	$1,750.35
36	30606227	36	9531	$1,750.35
37	30606234	37	9531	$1,750.35
38	30606233	38	9531	$1,750.35
39	30606232	39	9531	$1,750.35
40	30606231	40	9531	$1,750.35
41	30606230	41	9532	$1,750.35
42	30606229	42	9532	$1,750.35
43	30608102	43	9532	$1,750.35
44	30608103	44	9532	$1,750.35
45	30608104	45	9532	$1,750.35
46	30608105	46	9532	$1,750.35
47	30608106	47	9532	$1,750.35
48	30608107	48	9532	$1,750.35
49	60608108	49	9532	$1,750.35
50	30608110	50	9532	$1,750.35
51	30608111	51	9532	$1,750.35
52	30608112	52	9532	$1,750.35
53	30608113	53	9532	$1,750.35
54	30608114	54	9532	$1,750.35
55	30608115	55	9532	$1,750.35
56	30608116	56	9532	$1,750.35
57	30608117	57	9532	$1,750.35
58	30608118	58	9532	$1,750.35
59	30608129	59	9532	$1,750.35
60	30608128	60	9532	$1,750.35
61	30608121	61	9532	$1,750.35
62	30608122	62	9532	$1,750.35
63	30608221	63	9532	$1,750.35
64	30608220	64	9532	$1,750.35
65	30608219	65	9532	$1,750.35
66	30608218	66	9532	$1,750.35
67	30608217	67	9532	$1,750.35
68	30608216	68	9532	$1,750.35
69	30608215	69	9532	$1,750.35
70	30608214	70	9532	$1,750.35
71	30608213	71	9532	$1,750.35
72	30608212	72	9532	$1,750.35
73	30608211	73	9532	$1,750.35
74	30608210	74	9532	$1,750.35
75	30608209	75	9532	$1,750.35
76	30608208	76	9532	$1,750.35

AD #	APN	Lot	Tract	Annual Asmt
77	30608227	77	9532	$1,750.35
78	30608226	78	9532	$1,750.35
79	30608225	79	9532	$1,750.35
80	30608224	80	9532	$1,750.35
81	30608223	81	9532	$1,750.35
82	30608202	82	9532	$1,750.35
83	30608201	83	9532	$1,750.35
84	30607301	84	8820	$1,750.35
85	30607302	85	8820	$1,750.35
86	30607332	86	8820	$1,750.35
87	30607304	87	8820	$1,750.35
88	30607305	88	8820	$1,750.35
89	30607306	89	8820	$1,750.35
90	30607307	90	8820	$1,750.35
91	30607308	91	8820	$1,750.35
92	30607309	92	8820	$1,750.35
93	30607333	93	8820	$1,750.35
94	30607311	94	8820	$1,750.35
95	30607312	95	8820	$1,750.35
96	30607334	96	8820	$1,750.35
97	30607335	97	8820	$1,750.35
98	30607336	98	8820	$1,750.35
99	30607316	99	8820	$1,750.35
100	30607317	100	8820	$1,750.35
101	30607318	101	8820	$1,750.35
102	30607319	102	8820	$1,750.35
103	30607320	103	8820	$1,750.35
104	30607321	104	8820	$1,750.35
105	30607322	105	8820	$1,750.35
106	30607323	106	8820	$1,750.35
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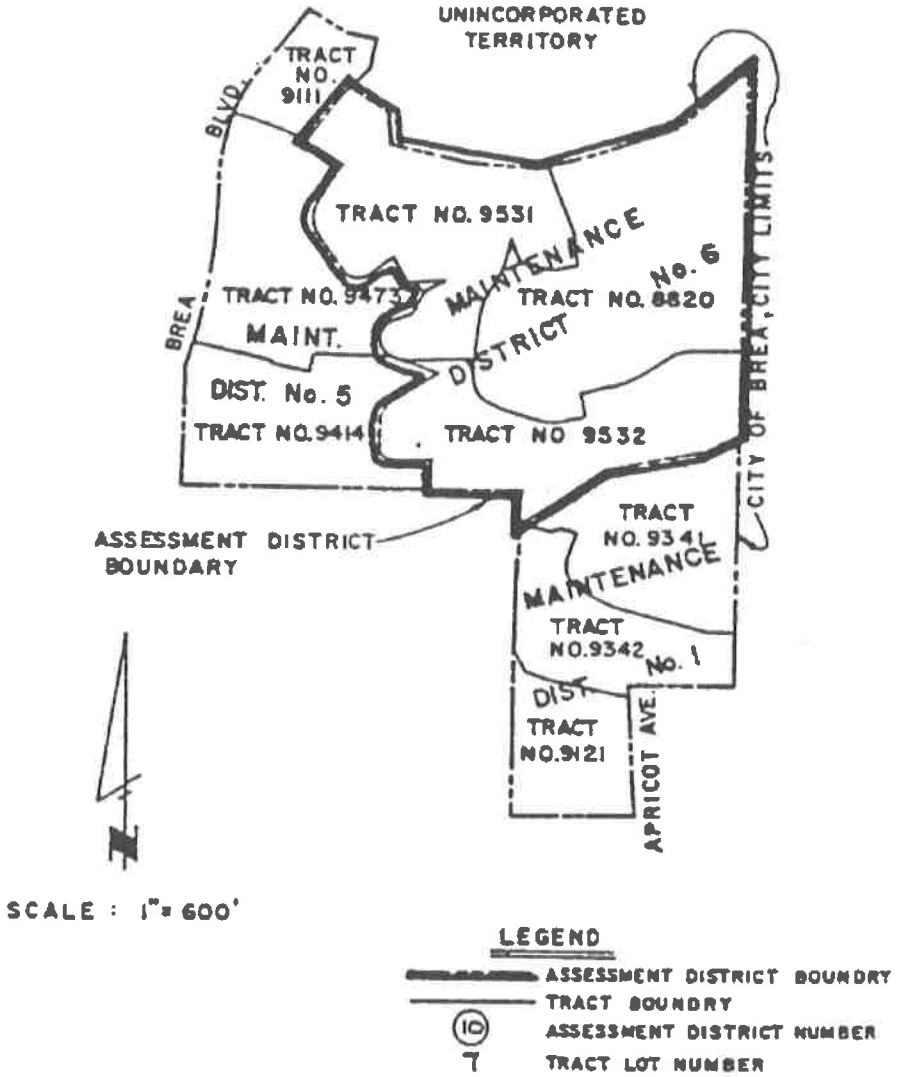
109	30607203	109	8820	$1,750.35
110	30607202	110	8820	$1,750.35
111	30607201	111	8820	$1,750.35
112	30607205	112	8820	$1,750.35
113	30607206	113	8820	$1,750.35
114	30607207	114	8820	$1,750.35
115	30607208	115	8820	$1,750.35
116	30607209	116	8820	$1,750.35
117	30607210	117	8820	$1,750.35
118	30607211	118	8820	$1,750.35
119	30607212	119	8820	$1,750.35
120	30607213	120	8820	$1,750.35
121	30607325	121	8820	$1,750.35
122	30607326	122	8820	$1,750.35
123	30607327	123	8820	$1,750.35
124	30607328	124	8820	$1,750.35
125	30607329	125	8820	$1,750.35
126	30607330	126	8820	$1,750.35
127	30607110	127	8820	$1,750.35
128	30607109	128	8820	$1,750.35
129	30607108	129	8820	$1,750.35
130	30607107	130	8820	$1,750.35
131	30607106	131	8820	$1,750.35
132	30607105	132	8820	$1,750.35
133	30607104	133	8820	$1,750.35
134	30607103	134	8820	$1,750.35
135	30607102	135	8820	$1,750.35

PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 6 is included herein.

District No. 6 includes all the properties in the City of Brea located within the tract boundary of Tract No. 8820, recorded in Book 454, Pages 19 through 24 inclusive, Tract No. 9531 recorded in Book 423, Pages 24 through 28 inclusive, and Tract No. 9532 recorded in Book 454, Pages 25 through 28, all of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.



SCALE : 1" = 600'

LEGEND

- ASSESSMENT DISTRICT BOUNDRY
- TRACT BOUNDRY
- (10) ASSESSMENT DISTRICT NUMBER
- 7 TRACT LOT NUMBER

135 PARCELS

SHEET 1 OF 10

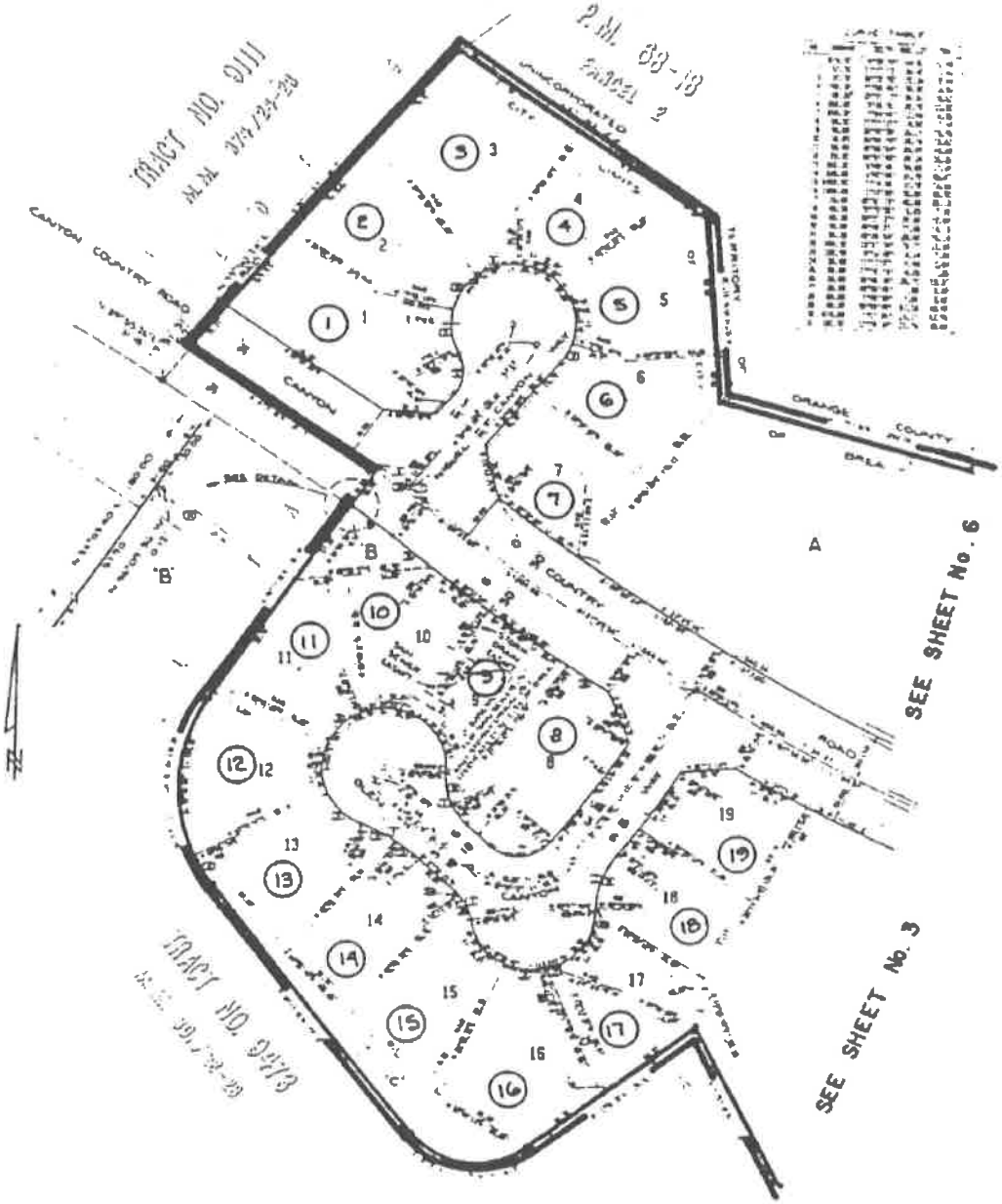
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DUPLICATE

TRACT NO. 9531

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

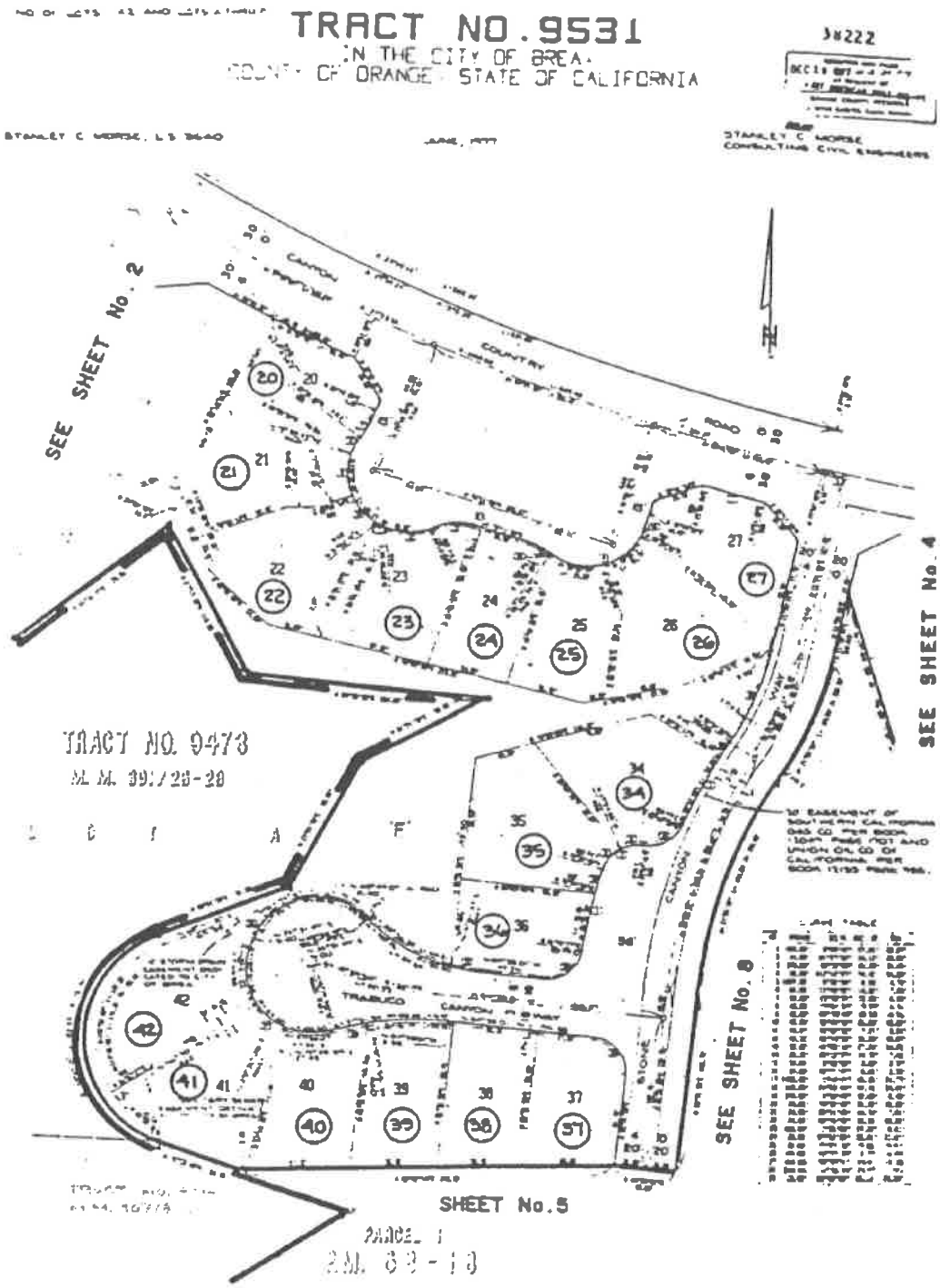
STANLEY C MORSE
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 2 OF 10

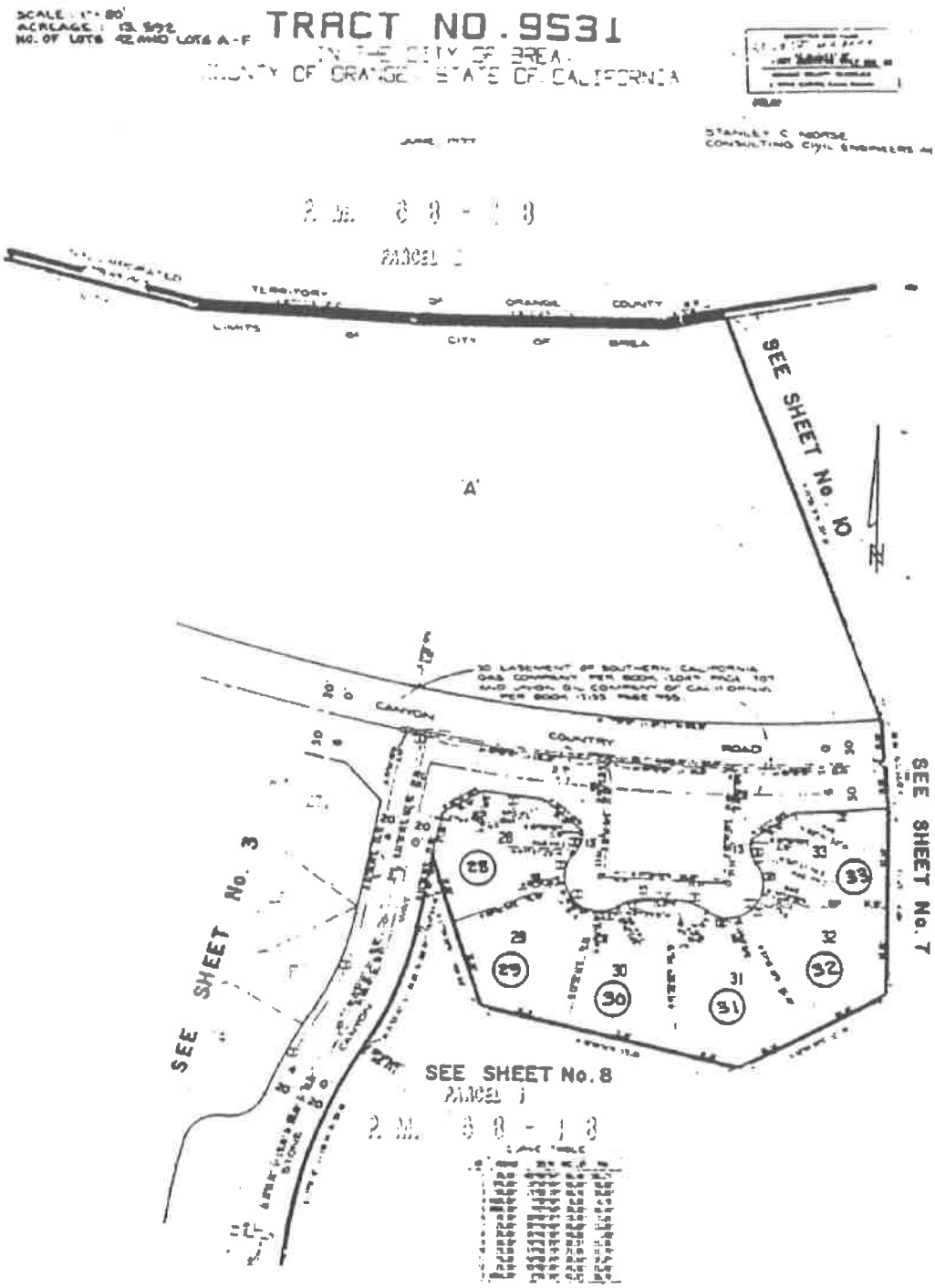
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



135 PARCELS

SHEET 3 OF 10

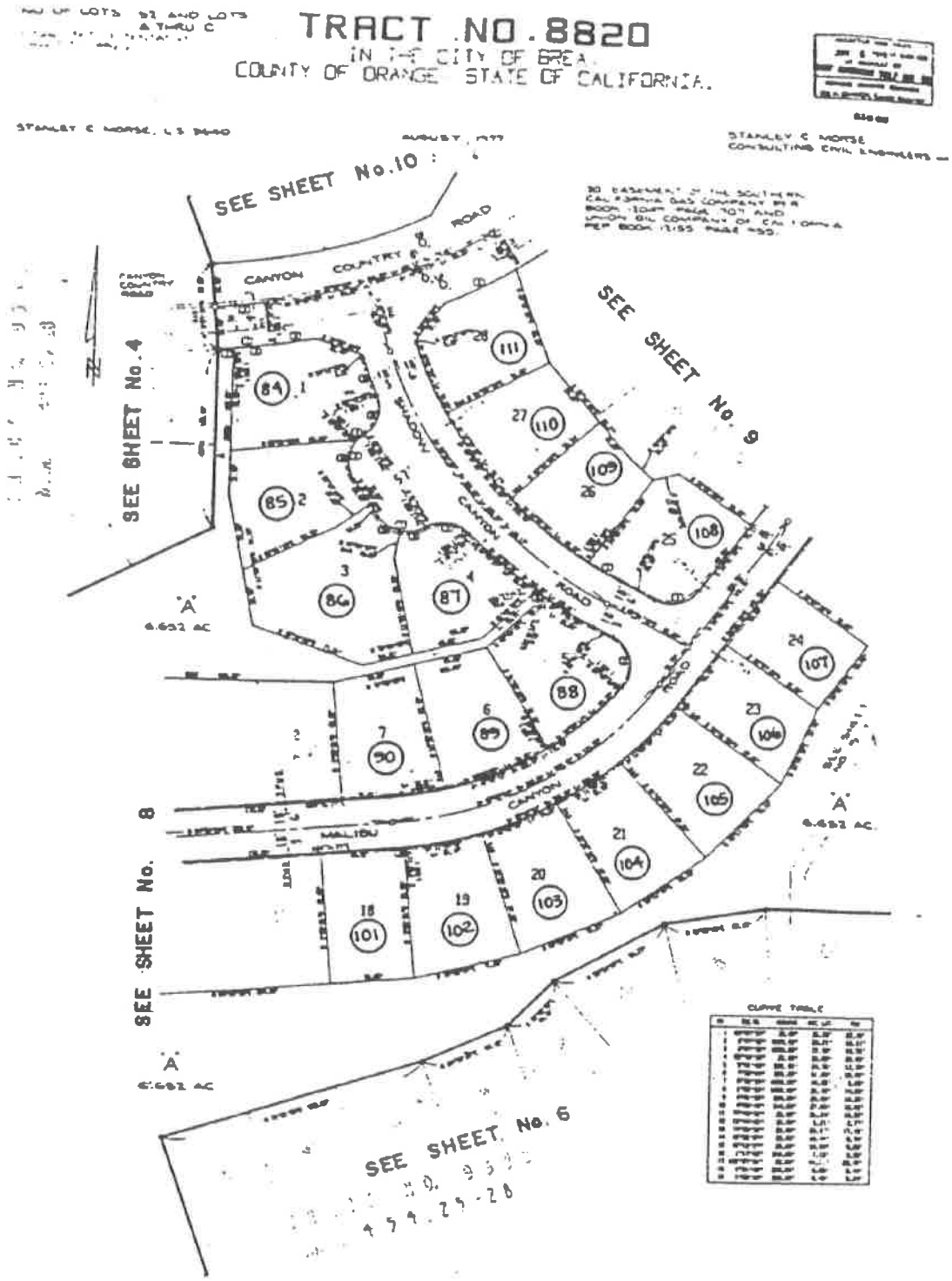
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



135. PARCELS

SHEET 4 OF 10

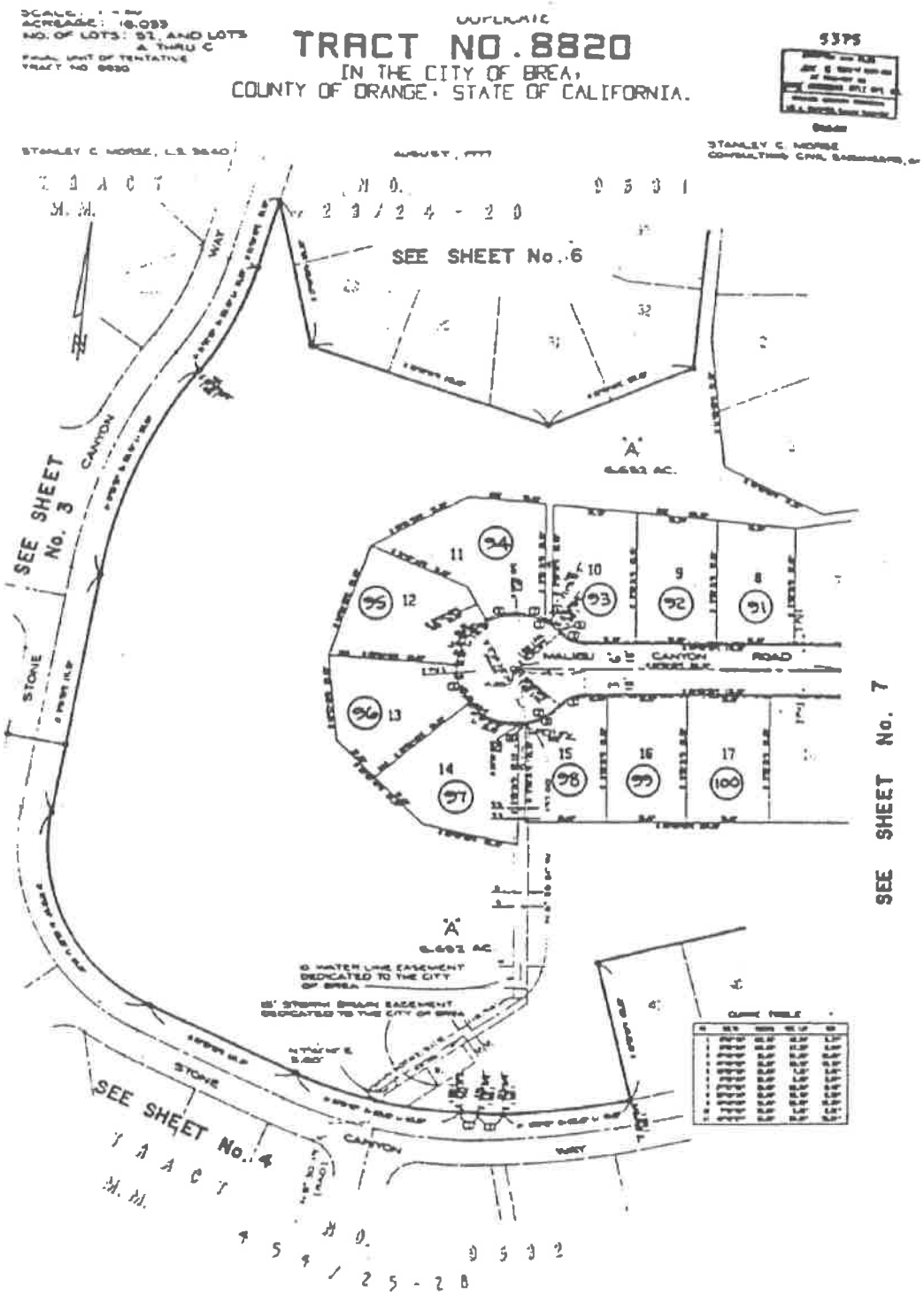
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6



135 PARCELS

SHEET 7 OF 10

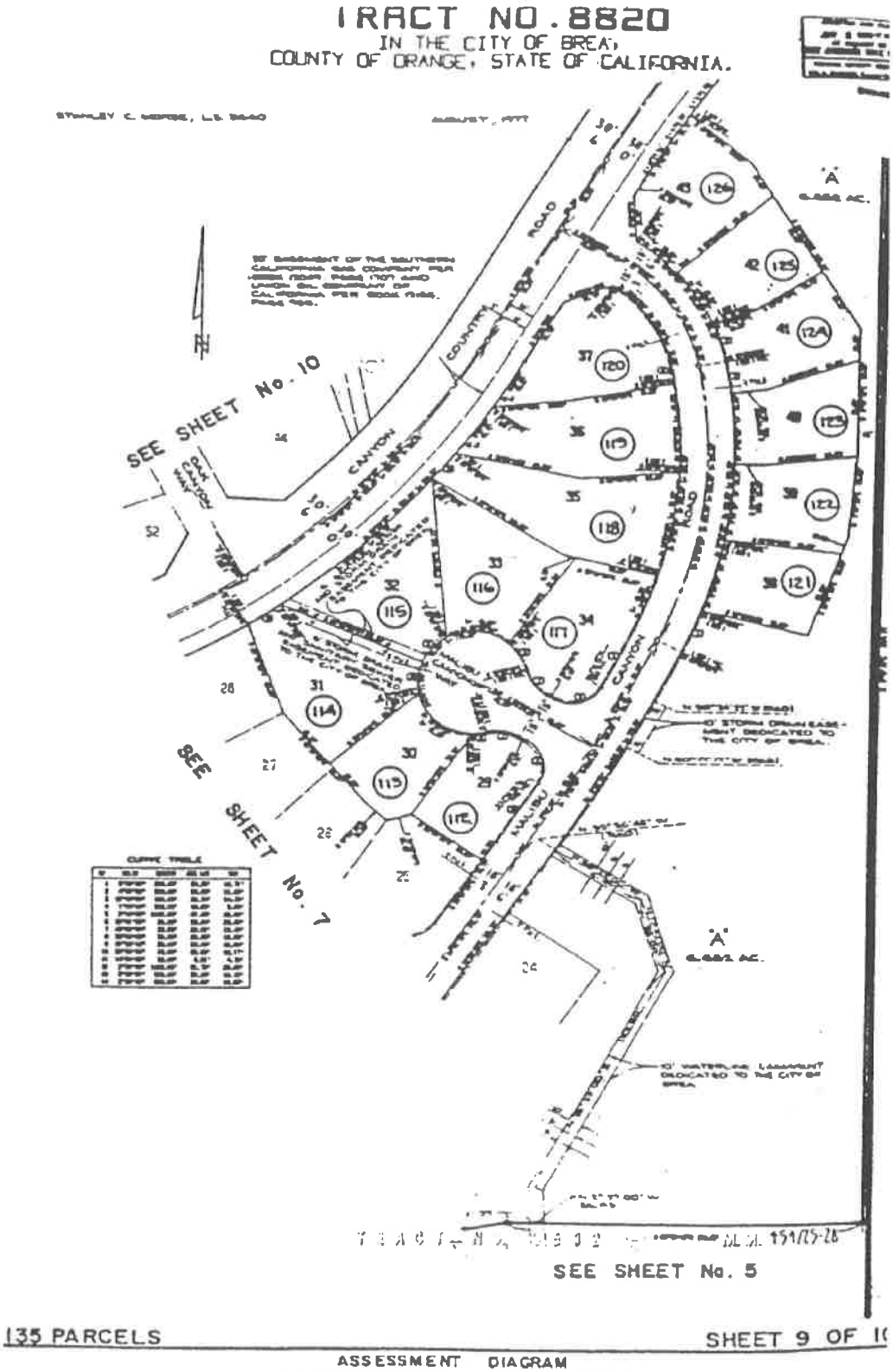
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



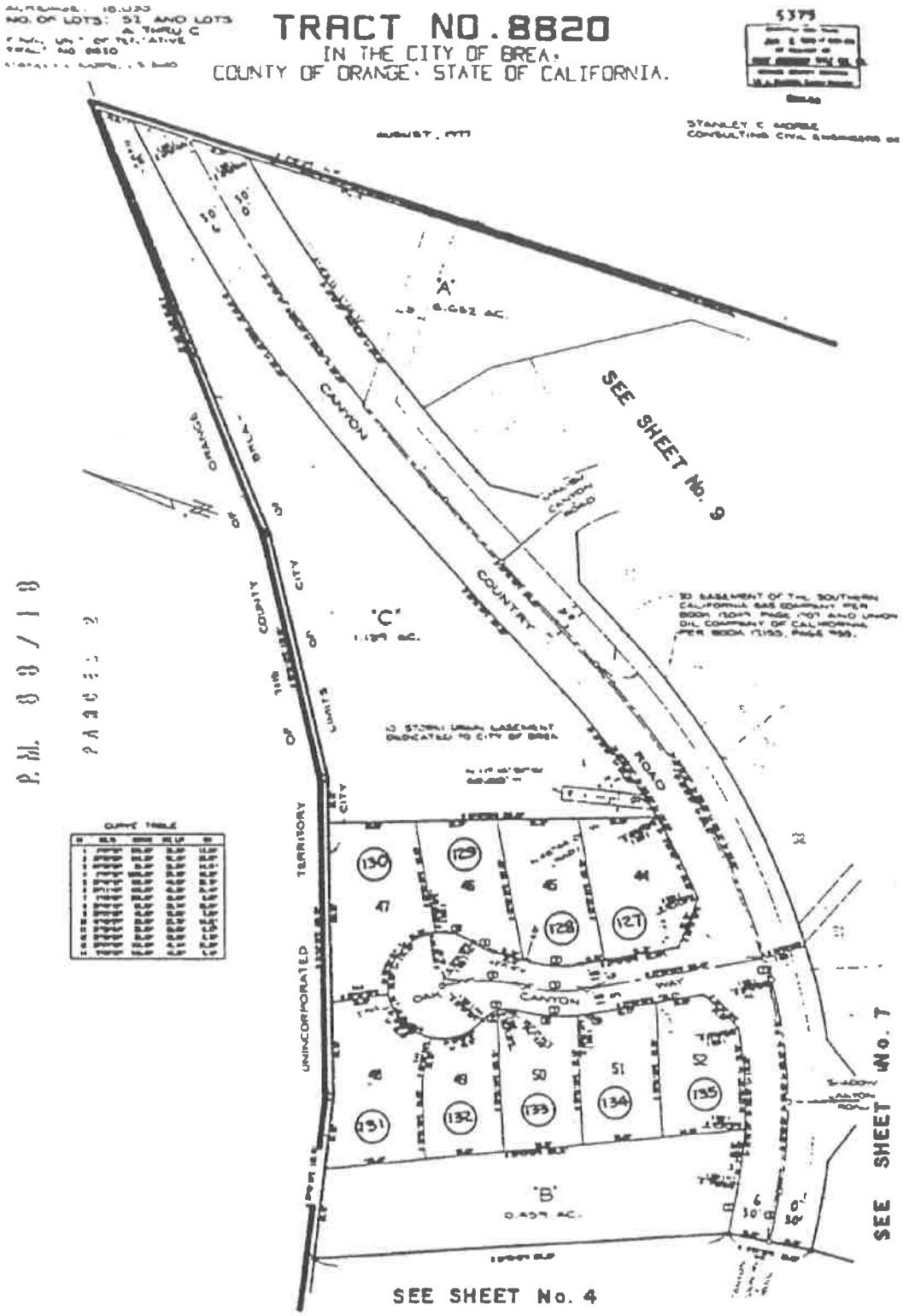
135 PARCELS

SHEET 8 OF 10

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



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



135 PARCELS

SHEET 10 OF 10

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

Landscape and Lighting Maintenance District No. 7

City of Brea

Prepared under the authority of the
Landscape and Lighting Act of 1972
Streets and Highways Code
State of California

Fiscal Year 2023-24

Submitted by:

Michael Ho
Director of Public Works

April 18, 2023

TABLE OF CONTENTS

City of Brea
1 Civic Center Circle
Brea, California 92821-5732
P: 714.990.7600 | F: 714.990.2258
www.cityofbrea.net

April 18, 2023

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

Re: Engineer's Report, Landscape & Lighting Maintenance District No. 7

Transmitted herewith for your review and consideration is a report entitled, "Landscape and Lighting Maintenance District No. 7, City of Brea."

This report has been prepared in accordance with the Landscape and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code. The report includes all the requirements of the Landscape and Lighting Act of 1972 and the Streets and Highways Code, with particular reference to annual assessments after formation thereof of the District.

The report is submitted herewith for consideration at your next meeting to set a hearing date for the purpose of levying an annual assessment (Streets and Highways Code, Section 22620 to Section 22631).

Respectfully submitted,

Michael Ho, P.E., Director
Public Works Department

s:\maintenance\maint districts\assessment 23-24\llmd7 23-25.doc

Introduction and Background

Introduction:

This report has been prepared and is submitted for consideration by the City Council of the City of Brea under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background:

On August 1, 1995 the City Council of the City of Brea adopted and approved Resolution No. 95-85 creating Landscape and Lighting Maintenance District No. 7 in the City of Brea.

The creating of Landscape and Lighting Maintenance District No. 7 in the City of Brea was a requirement of the City of Brea for the development of Tract Nos. 14658, 14657, 15670 and 14656.

The formation of the district and the levy of the first annual assessment was completed in accordance with the requirements of the Landscaping and Lighting Act of 1972 on August 1, 1995.

In FY 2007-08, the property owners submitted ballots and approved an increase in assessment rate. Included in that balloting was an annual CPI escalator that will allow the assessment rate to keep up with the cost of living. The annual escalator sets the maximum rate that the properties might be assessed.

The purpose of this report is to be utilized by the City Staff, the City Council, and the County Assessor in the levy and collection of an annual assessment after formation of an assessment district under the requirements of the Landscaping and Lighting Act of 1972 (State of California and Highways Code, Section 22620 to 22631).

PART A
PLANS AND SPECIFICATIONS

The facilities, which consist of slopes and greenbelt areas and theme lighting, will be operated, serviced and maintained as generally described as follows:

Landscaping and Appurtenant Facilities
Facilities include but are not limited to: landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth and appurtenant facilities, in public street and sidewalk rights-of-way, including medians, parkways and dedicated easements within the boundaries of the Assessment District.

Lighting, Traffic Signals and Appurtenant Facilities
Facilities include but are not limited to: Poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting and traffic signals in public street and sidewalk rights-of-way and dedicated easements within the boundaries of the Assessment District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.

PART B
ESTIMATE OF COST

The estimated cost of the operation, servicing and maintenance of the street and sidewalk improvements for Fiscal Year 2023-24, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 7 - ANNUAL COST FACTORS

Acct #	Description	FY 23-24 Est. Expenses
1. Fixed Costs		
4111	Salaries & Benefits	$6,275
4113	Overtime	$100
4243	Engineering	$0
4244	Legal	$75
4412	Property Tax Collection	$103
	Fixed Costs Totals	**$6,553**
2. ROUTINE COSTS		
4211	Postage	$45
4249	Professional Svc-Other	$2,000
4261	Svc & Repair Equip (4261)	$70
4266	Contract Grounds Maintenance	$15,000
4269	Bldg & Equipment Svc	$100
4285	Water	$8,000
4337	Electrical Supplies	$200
4339	Construction & Maintenance	$0
5800	Insurance and Other Expenses	$710
	Routine Costs Totals	**$26,125**
	Total Costs (Fixed & Routine)	**$32,678**
	Est. Fund Balance as of 1-Jul-2023	**$5,863**
	Projected Reserve Balance 30-Jun-2024	**$6,956**
	FY 2023-24 Annual Assessments	**$33,411**

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the Districts. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the Districts by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART C
METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include construction, operation, maintenance and servicing of street lights, traffic signals and landscaping.

Section 22573 of the Landscaping and Lighting Act of 1972 (the 1972 Act) requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" based on the actual benefit rather than a "special tax."

ASSESSMENT METHODOLOGY

The parcels of land in the District are single family residential (SFR) lots, with each of these lots benefiting equally from the improvements being maintained. Therefore, the costs associated with the landscaping and lighting within and directly adjacent to the tract will be apportioned on a residential lot basis as follows:

$33,411 / 96 SFR's = $348.03 / SFR

This assessment rate is the maximum rate. The maximum assessment rate will be increased each year by the annual change in the Consumer Price Index (CPI), All Urban Consumers, for the Los Angeles, Riverside and Orange County areas. The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase. The calculation for the maximum assessment rate is provided in the table below. The increase in CPI for FY 2023-24 is 4.9%.

Maximum Assessment Rate Calculation		
Fiscal Year	**CPI Increase**	**Maximum Assessment**
FY 2007-08		$245.00 / SFR
FY 2008-09	3.3%	$253.05 / SFR
FY 2009-10	3.5%	$261.91 / SFR
FY 2010-11	0%	$261.91 / SFR
FY 2011-12	1.2%	$265.05 / SFR
FY 2012-13	2.7%	$272.21 / SFR
FY 2013-14	2%	$277.65 / SFR
FY 2014-15	1.1%	$280.70 / SFR
FY 2015-16	.7%	$282.66 / SFR
FY 2016-17	2%	$288.31 / SFR
FY 2017-18	1.9%	$293.79 / SFR
FY 2018-19	2.8%	$302.02 / SFR
FY 2019-20	3.2%	$311.68 / SFR
FY 2020-21	3.1%	$321.34/SFR
FY 2021-22	1.6%	$326.48/SFR
FY 2022-23	6.5%	$347.70/SFR
FY 2023-24	4.9%	$365.08/SFR

PART D
ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, is contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the Orange County assessment roll and this roll is, by reference, made part of this Report.

AD#	APN	Lot	Tract	Asmt	AD#	APN	Lot	Tract	Asmt
1	29646113	1	14658	$348.03	39	29643133	18	14657	$348.03
2	29643114	2	14658	$348.03	40	29633150	1	15070	$348.03
3	29643115	3	14658	$348.03	41	29633149	2	15070	$348.03
4	29643116	4	14658	$348.03	42	29633148	3	15070	$348.03
5	29643117	5	14658	$348.03	43	29633147	4	15070	$348.03
6	29643118	6	14658	$348.03	44	29633146	5	15070	$348.03
7	29643119	7	14658	$348.03	45	29633145	6	15070	$348.03
8	29643120	8	14658	$348.03	46	29633144	7	15070	$348.03
9	29643121	9	14658	$348.03	47	29643143	8	15070	$348.03
10	29643101	10	14658	$348.03	48	29633141	9	15070	$348.03
11	29643102	11	14658	$348.03	49	29633140	10	15070	$348.03
12	29643103	12	14658	$348.03	50	29633139	11	15070	$348.03
13	29643104	13	14658	$348.03	51	29633138	12	15070	$348.03
14	29643105	14	14658	$348.03	52	29633137	13	15070	$348.03
15	29643106	15	14658	$348.03	53	29633134	14	15070	$348.03
16	29643107	16	14658	$348.03	54	29633133	15	14657	$348.03
17	29643108	17	14658	$348.03	55	29633132	16	14657	$348.03
18	29643109	18	14658	$348.03	56	29633131	17	14657	$348.03
19	29643110	19	14658	$348.03	57	29633130	18	14657	$348.03
20	29643111	20	14658	$348.03	58	29633129	19	14657	$348.03
21	29643112	21	14658	$348.03	59	29633128	20	14657	$348.03
22	29643134	1	14657	$348.03	60	29633126	21	14657	$348.03
23	29643135	2	14657	$348.03	61	29633125	22	14657	$348.03
24	29643136	3	14657	$348.03	62	29633124	23	14657	$348.03
25	29643137	4	14657	$348.03	63	29633123	24	14657	$348.03
26	29643138	5	14657	$348.03	64	29633122	25	14657	$348.03
27	29643139	6	14657	$348.03	65	29633121	26	14657	$348.03
28	29643140	7	14657	$348.03	66	29633120	27	14657	$348.03
29	29643141	8	14657	$348.03	67	29644104	1	14656	$348.03
30	29643142	9	14657	$348.03	68	29644105	2	14656	$348.03
31	29643143	10	14657	$348.03	69	29644106	3	14656	$348.03
32	29643126	11	14657	$348.03	70	29644107	44	14656	$348.03
33	29643127	12	14657	$348.03	71	29644108	5	14656	$348.03
34	29643128	13	14657	$348.03	72	29644109	6	14656	$348.03
35	29643129	14	14657	$348.03	73	29644110	7	14656	$348.03
36	29643130	15	14657	$348.03	74	29644111	8	14656	$348.03
37	29643131	16	14657	$348.03	75	29644112	9	14656	$348.03

38	29643132	17	14657	$348.03	76	29644113	10	14656	$348.03

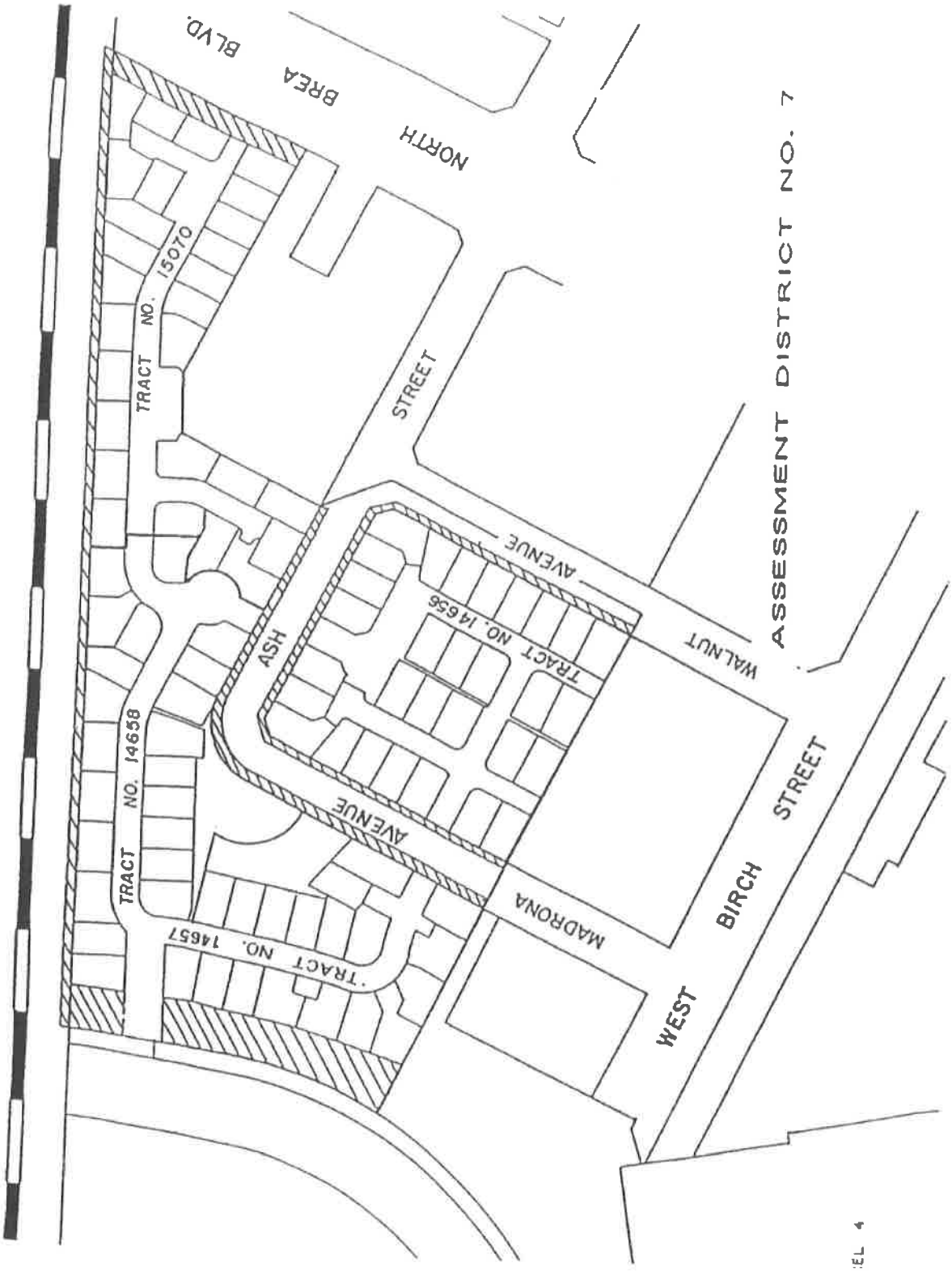
AD#	APN	Lot	Tract	Asmt
77	29644114	11	14656	$348.03
78	29644115	12	14656	$348.03
79	29644116	13	14656	$348.03
80	29644117	14	14656	$348.03
81	29644118	15	14656	$348.03
82	29644119	16	14656	$348.03
83	29644120	17	14656	$348.03
84	29644121	18	14656	$348.03
85	29644122	19	14656	$348.03
86	29644123	20	14656	$348.03
87	29644124	21	14656	$348.03
88	29644125	22	14656	$348.03
89	29644126	23	14656	$348.03
90	29644127	24	14656	$348.03
91	29644128	25	14656	$348.03
92	29644129	26	14656	$348.03
93	29644130	27	14656	$348.03
94	29644101	28	14656	$348.03
95	29644102	29	14656	$348.03
96	29644103	30	14656	$348.03

PART E
ASSESSMENT DISTRICTS' BOUNDARIES

A diagram of the boundaries of Landscape and Lighting Maintenance District No. 7 is included herein.

District No. 7 includes all properties in the City of Brea located within the tract boundary of Tract No. 14658 recorded in Book 724, Pages 9 through 11, of Tract No. 14657 recorded in Book 733, Pages 15, 16, and 17, and of Tract Nos. 15070 and 14656 of Miscellaneous Maps, records of Orange County, California.

Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for Fiscal Year 2023-24. The Assessor's maps and records are incorporated by reference herein and made part of this report.


NORTH BREA BLVD.
TRACT NO. 15070
STREET
ASH
AVENUE
TRACT NO. 14656
WALNUT
ASSESSMENT DISTRICT NO. 7
TRACT NO. 14658
AVENUE
MADRONA
TRACT NO. 14657
WEST BIRCH STREET

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: Local Hazard Mitigation Plan

RECOMMENDATION

Approve the professional service agreement with Atlas Planning Solutions to develop a Hazard Mitigation Plan for the City of Brea for a not to exceed amount of $75,000; and
Authorize the City Manager to execute the agreement.

BACKGROUND/DISCUSSION

A Local Hazard Mitigation Plan is a framework that guides our community in making decisions and developing policies to reduce or eliminate risk to life and property. The plan identifies the types of hazards that threaten our community, evaluates our vulnerability to those threats, and outlines a strategy to reduce or eliminate the risk posed by those threats to break the cycle of repeated destruction by natural hazard events. The Federal Disaster Mitigation Act of 2000 (DMA 2000) requires that a community have an approved hazard mitigation plan in order to be eligible to apply for and receive Federal Emergency Management Agency hazard mitigation funds. Receipt of these funds can be critical to implementation of identified hazard mitigation programs. The City of Brea has never had a Local Hazard Mitigation Plan.

A decision package was submitted and approved for inclusion within the fiscal year 2022-23 General Fund Operating Budget for $75,000 to develop a Local Hazard Mitigation Plan. Since that time, the City was awarded a Hazard Mitigation Grant Program grant from FEMA through the California Office of Emergency Services for the same amount.
The city issued a Request For Proposal (RFP) on January 10, 2023 for a consultant to coordinate, facilitate and prepare a new City of Brea Local Hazard Mitigation Plan. The deadline to submit proposals was on February 16, 2023. The City received submittals from three Consultants:

- Atlas Planning Solutions ($71,340)
- Foster Morrison Consulting ($76,320)
- Jacob Green and Associates ($94,770)

Staff reviewed the proposals and conducted a phone interview with each consultant. While each of the proposals met the requirements of the RFP, Atlas Planning Solutions stood out with their experience working with several local Orange County cities with the same type of topography and wildfire risk. Atlas is also the lowest cost of the three proposals. The agreement with Atlas Planning Solutions is provided as Attachment A and includes a 10% contingency.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their April 11, 2023 meeting and recommended for Council approval.

FISCAL IMPACT/SUMMARY

The City of Brea was awarded a Hazard Mitigation Grant Program grant from FEMA through the California Office of Emergency Services to develop a Local Hazard Mitigation Plan. The grant will reimburse up to $56,250 and the remaining funding will come from the General Fund and has been appropriated in the fiscal year 2022-23 Operating Budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lisa Keyworth

Attachments

RFP
Atlas Proposal
PSA signed by Consultant

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

1. INTRODUCTION:

The City of Brea, California is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Brea (hereby referred to as the 'City') Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's FEMA-approved mitigation plan. The Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) approved plan will help identify mitigation actions that will make the City and plan participants more disaster resistant. The City has obtained a FEMA grant for the development of this LHMP. The grant award period ends on October 18, 2024.

This will be an inclusive citywide planning process and will include the following participants seeking Cal OES and FEMA Region 9 approval of the Plan: City, local districts, schools, colleges and Universities, businesses, industries, Brea volunteers, Cal OES, members of the public agencies, and other stakeholders will be invited to participate in the plan development process as members of the planning committee.

Qualified firms that would like to be considered will need to submit a response to this Request for Proposals (RFP) no later than February 16, 2023. No facsimiles or electronic transmissions will be accepted. Responses must meet the requirements outlined in the Submittal Requirements section.

2. RECIEPT OF PROPOSALS

Interested parties should provide the following reproductions of proposals, signed by an officer of the firm who is authorized to execute legally binding agreements:

- Four (2) bound copies of the proposal
- Two (2) Flash drive with PDF copy of proposal

The proposals shall be delivered to:

Lisa Keyworth, Emergency Preparedness Coordinator

Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

3. REQUESTS FOR INFORMATION (RFI)

Should a Consultant require additional information prior to submitting a proposal, please send requests to Lisa Keyworth, Emergency Preparedness Coordinator. Responses will be posted on the City's website in the form of an Addendum. The deadline to submit an RFI is January 31, 2023.

For further information and questions concerning this RFP, please contact Lisa Keyworth in writing, via email, to: Lisak@cityofbrea.net. All requests for information and responses to questions will be posted on the City's website (www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes). Please check the City's website for the latest information and queries concerning this RFP.

The City reserves the right to amend or supplement this RFP prior to the Proposal Due Date. All addendum(s), responses to questions received, and additional information will be posted to the Brea Procurement Registry, located on the City's website at https://www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes. Proposers should check this web page daily for new information.

No formal Pre-Proposal Meeting will be held.

The City intends to follow, but will not be bound by, the following timeline:

- Distribution of the RFP: January 10, 2023
- Deadline to Submit Questions: January 31, 2023
- Deadline to Submit Proposals: February 16, 2023
- Review of Submittals (week of): February 21, 2023*
- Scheduled Interviews (week of): March 6, 2023**
- Contract Review by City Council: April 4, 2023*

* = tentative; ** = at City's option; times are 2:00 pm local time unless stated otherwise.

4. **CITY INFORMATION**

The City of Brea was incorporated in 1917 and operates under the Council/Manager form of government. Brea is host to several retail and entertainment centers, industrial parks, restaurants

and commercial complexes, including several corporate headquarters. Expansion of housing has also been evident including homes, apartments, senior facilities and designated lowincome properties.

Today, the City of Brea is 12.43 square miles with a residential population over 43,000 and a daytime population of approximately 120,000.

Brea is a full-service city with its own Police, Fire, and Public Works Departments. The provision of quality public safety services is the highest priority for the City Council and is reflected in both day-to-day circumstances as well as extraordinary occurrences. Concern for the environment and maintaining quality open spaces is also a priority and is reflected in on-going efforts such as recycling, use of fire and drought tolerant landscaping, and preservation and protection of our open spaces, particularly the Chino Hills State Park area. Brea occupies a unique topographic and geographic location in the northernmost section of Orange County along the base of the Puente and Chino Hills.

It is bordered to the north by Los Angeles County and to the east by San Bernardino County, with the SR-57 freeway and major arterial routes such as Imperial Hwy and Carbon Canyon Road providing easy and direct access to several adjacent communities. While most of the City is built on flat land, the Carbon Canyon area provides hillside areas that visually define and frame the community. Over the next 20 years, growth into these surrounding hillsides will influence Brea which will result in an expansion of land, population and business within the City's sphere of influence.

5. SCOPE OF WORK

The City is seeking a qualified firm ("Consultant") that has extensive experience in preparing Hazard Mitigation Plans, a proven ability to assess a City's current conditions, and knowledge of current State and Federal regulations as it applies to the specific requirements for completion of a Hazard Mitigation Plan. The Scope of Work for this project is organized into four phases in accordance with the DMA 2000 planning requirement process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process for five (5) years after the HMP is approved.

LHMP Planning/Development Process

As part of the LHMP planning and development process, the City will organize a Hazard Mitigation Core Planning Committee and Hazard Mitigation Stakeholder's Committee. Members of the HMP planning team will include representatives from city departments, staff with other

local, state, and federal agencies; and take the "whole community" approach including non-profits, American Red Cross, religious institutions, disability access and functional needs groups, experts, or members of the public, city volunteers, and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate during the planning process. The HMP Committees will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects.

The consultant shall facilitate a *minimum* of four (4) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City's webpage and social media platforms on a monthly basis during the duration of the contract.

When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant. The consultant will attend all committee meetings and memorialize meeting discussions.

- Note: For security reasons, all constative critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

Working with the City, the consultant will ensure the Brea LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development

- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)
A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural and human caused hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

a) Hazard Identification and Profiles: The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:

- Flood-related hazards
- Wildfire hazards
- Earthquake hazards
- Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, Santa Ana winds, lightning, etc.)
- Nuclear hazards
- Tsunami
- Climate change hazards
- Drought
- Terrorism
- Other human caused hazards
- Vector based hazards
- Biological/Pandemic hazards
- Aviation disaster hazards
- Other hazards as identified by the HMP Committee and other data sources

b) Hazard Mapping: Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

- Public buildings

- Critical facilities and infrastructure
- Maps that depict the location of parcels, structures, land use, and populations
- Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc.)

c) Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area/city and within identified hazard areas
- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Potential dollar losses from identified hazards will be estimated through a process that utilizes Hazards US – Multi Hazard (HAZUS-MH) or GIS analysis of County assessor's data with hazard locations
- Description of land uses and development trends to advise future land use decisions

d) Capability Assessment: A capability assessment will be conducted by the consultant that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions.

Hazard Mitigation Strategy
The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

a) Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.

b) Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental,

social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City and all plan participants.

c) Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties. The draft plan will be free from grammatical errors, professionally formatted, with professional tabs, color graphs and charts, maps/graphs and charts that are of appropriate and reasonable viewing size, table of contents and presented in three (3) binders and a flash drive (that is not converted to a PDF for editing purposes).

Hazard Mitigation Plan Maintenance Process

a) Monitoring, Evaluating, and Updating: This chapter will detail how the City HMP Committee will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every *five years* in accordance with the requirements of the DMA Act of 2000. During this five-year process, the public must have access to the LHMP and ability to comment on updates.

b) Incorporation into Existing Planning Mechanisms: The City will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local Emergency Operations Plan, and other adopted Emergency Operations Plan Annexes. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized as a consideration during the next updating process.

c) Implementation Schedule: The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

d) Continued Public Involvement: The City is committed to continued public and whole community involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.

e) Final Plan: The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. The Consultant is responsible for all plan revisions from Cal OES State Hazard Mitigation Officer, FEMA, or the City until it is adopted by the City of Brea City Council. The consultant will prepare the final submission of the LHMP to both Cal OES and FEMA in the manner they require. The consultant will also provide the City with four (4) hard copies of the LHMP in binders, a two (2) flash drives with the complete plan, maps, graphs, charts, tabs, etc.

f) LHMP Adoption and Approval: After approval from Cal OES and FEMA Region 9, the final plan will be submitted to the Brea City Council for approval and adoption.

g) Payment to Consultant: The consultant will be compensated the agreed amount for the project **after all corrections/updates have been made and the LHMP has been approved by CalOES, FEMA Region 9, and adopted by the Brea City Council.**

VI. Contents of Proposal

The City does not require consultants to prepare proposals in any particular format. It is anticipated that consultants based upon their prior experience develop their own proposals in a manner best suited to represent their particular organization. However, all requirements and items listed in this RFP must be addressed and confirmed including the completion of Appendix A - Forms.

Proposals shall be concise and not exceed twenty-five (25) pages *excluding* covers and resumes. Consultants are discouraged from using general company advertising literature such as brochures, unless directly related and referenced in the proposal.

Proposals shall include, at minimum, the following:

a. Understanding - Consultant shall discuss their understanding of the requested services as described in this document.

b. Project Team – Consultant shall prepare a Project Organization Chart showing the relationship between each team member and subconsultants, and communication lines with City Project Manager/Emergency Preparedness Coordinator. Consultant shall include one-page resumes of key project personnel. Resumes shall be included in the proposal appendices.

Include a written statement acknowledging that the individuals included in the Project Organization Chart will perform the work and that team members will not be replaced or removed from the team without written approval from the City.

c. Project Experience – Consultant shall provide descriptions of previous projects completed by the firm's current employees of similar type, size and scope. Projects shall include date of completion and client reference information.

d. Project Approach – Consultant shall provide a write-up on how they propose to meet the project objectives, any anticipated problems that may be encountered, and how each problem will be addressed. Consultants shall state any assumptions made for their proposal.

e. Project Schedule - Include a detailed preliminary design work schedule component, incorporating all anticipated milestone dates, meetings, and document review periods.

f. Project Cost - Shall include all incidentals and per diem charges. No additional reimbursement will be provided for incidentals and/or per diems such as mileage, toll road fees, miscellaneous fees, prints, lodging, insurance, meals or mark-ups. A detailed cost proposal to include project outcome and milestones and deliverables shall be outlined in the scope of work.

g. Acceptance of City Standard Consultant Service Agreement - A copy of the City's Standard Consultant Services Agreement and General Provisions is included in the Appendix B for review. The Consultant is required to obtain and maintain coverage for the listed insurance policies throughout the project. The Consultant shall state whether or not they agree to the contract language and should identify any discrepancies.

VII. Addendum

All responses to RFI's will be provided to Consultant electronically via addendum. The Consultant shall note on the proposal cover letter acknowledgement and agreement to all addenda issued by the City.

VIII. Contract Award

Selected Consultant shall enter into a written contract with the City binding all terms and conditions of the proposal and items negotiated prior to award of contract. Contract period shall be for the entire duration of the project unless modified.

IX. Proposal Development

By submitting a proposal, the Consultant agrees that the costs to prepare and submit a proposal will be the responsibility of the Consultant.

X. Non-Obligation

This Request for Proposal (RFP) shall not be construed to create an obligation on part of the City to enter into a contract with a Consultant. The RFP is for solicitation of proposals only. The City reserves the right to reject any and all proposals or to accept the proposal that, in the supposition of the City, is of most value.

XI. Selection Criteria

The City will evaluate proposals based on the Consultant's response to all items of this RFP. The following serves to list some of the criteria that may be used in the evaluation and comparison of proposals as well as the importance of each selection criteria.

a. Project Understanding (5%)

b. Qualifications of the Project Team (15%)

c. Relative Project Experience (20%)

d. Project Approach and Proposal Contents (45%)

e. Proposed Cost (15%)

XII. Selection Procedures

Proposals will be thoroughly reviewed by City staff and evaluated specifically on proposal content. Should the need arise, the City will conduct interviews with the top three prospective firms prior to selection. Compensation and rates discussed with Consultants will not be disclosed to other candidates. When the final selection is made and all terms of the contract have been established, a recommendation of award will be made to the Brea City Council.

XIII. Schedule

The following dates are estimates. The City shall not be held responsible for any changes in the schedule shown below. Any schedule change affecting the RFP submittal will be distributed via addendum.

a. Advertisement of RFP- January 10, 2023
b. RFI Due Date - January 31, 2023
c. Proposals Due Date - February 16, 2023
d. City Council Approval Date - April 4, 2023
e. Contract Execution Date - April 4, 2023
f. Notice to Proceed May 1, 2023

Appendix A

Forms

STANDARD FORM A
REFERENCES FORM

_____
(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and/or non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020).**

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Project	
Completion Date & Value	
2. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Project	
Completion Date & Value	
3. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Project	
Completion Date & Value	
4. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Project	

Completion Date & Value	

STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.
☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

_____
(Offeror's Company Name)

Select one:

☐ **No Exceptions**

By checking the above box, Offeror declares their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

☐ **With Exceptions**

By checking the above box, Offeror declares their Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title _____

Date: _____

STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

_____
(Offeror's Company Name)

☐ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title _____

Date: _____

STANDARD FORM E
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

_____
(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title _____

Date: _____

STANDARD FORM F
OFFEROR QUALIFICATIONS RESPONSE FORM

_____
(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

D. Names and titles of the principal owner(s).

E. Person(s) authorized to make commitments for your company.

F. Special recognition or awards.

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

B. Familiarity with state and federal procedures.

C. Experience working with public agencies.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

B. Demonstrated Technical Ability.

C. Capability of developing innovative or advanced techniques.

D. Special qualifications, training, credentials.

E. Staff names, titles, role, qualifications, and experience assigned to this project.

F. Designated project manager assigned to this project.

4. Understanding.

Provide the following information relative to required services:

A. Understanding of the work to be done based on this Solicitation.

B. Include issues that you believe will require special consideration for this project.

C. Identify unique approaches or strengths your company has relative to required services.

5. Approach.

Provide the following information relative to required services:

A. Understanding of the work to be done.

B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

C. Names and titles of key management personnel.

D. Team to be assigned for these services.

Submitted by:

Signature: _____

Name/Title _____

Date: _____

STANDARD FORM G
FIRM OFFER FORM

_____
(Offeror's Company Name)

FIRM OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name:

Business Address:

Federal ID#:

Business Type (Contractor enter a number) 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation; 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____
Name:
Title:
Email:

Date Signed:
CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: _____
Name:
Title:
Email:

Date Signed:
CORPs: Secretary, Assist. Secretary, Chief Finance Officer, Assist. Treasurer
LLCs: Manager

[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.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

STANDARD FORM H
PRICE FORM

_____
(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Amounts
1		$
2		$
3		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	Project Total Costs (add above lines)	$

Appendix B

City's Standard Consultant Services Agreement and General Provisions

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated **{AgreementDate}** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **{ServiceProviderFullName}** a **{OrganizationType}** ("Contractor").

This Professional Services Agreement ("Agreement") is dated **{AgreementDate}** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **{ConsultantName}** a **{LegalStatus}** ("Consultant").

RECITALS

City desires to retain Consultant as an independent contractor to provide the following professional services: **Preparation of a Local Hazard Mitigation Plan including the organization of four phases in accordance with the DMA 2000 planning requirement process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process for five (5) years after the HMP is approved.**

A. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals, and as required by the City's RFP **# 2023.01.10.01** and the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule indicated in the Proposal.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of **{Contract Amount}** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Term.

The term of this Agreement shall commence on **{TermStartDate}** ("Effective Date"). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services, whichever occurs first.

4. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City's written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four years from the date of final payment by City.

6. Standard of Care.

The Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If ☒, then required	Combined Single Limit
☒Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
☒Automobile Liability	$2,000,000 per occurrence (any auto) for bodily injury and property damage
☒Workers' Compensation	In the amount required by California law
☒Employer's Liability	$1,000,000 per occurrence
☒Professional Liability	$2,000,000 per claim and aggregate (errors and omissions)
☐ Cyber Liability	$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; 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 City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 3 above includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of

this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

17. Party Representatives.

A. Consultant hereby designates **{ContractorRepName}**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **{CityRepName}** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following

deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City	**Consultant**
City of Brea	**{ContractorFullName}**
1 Civic Center Circle	**{ConPMStreetAddress}**
Brea, CA 92821	**{ConPMcity}, {ConPMstate} {ConPMzip}**
	{ConPMCountry}
George Avery	**{ConPMName}**
georgea@cityofbrea.net	**{ConPMEmail}**
	{ConPMPhone}

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

26. Exhibits.

The attached **Exhibit A is** incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and Exhibit A, then provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services Requirements shall govern.

27. Entire Agreement.

This Agreement (including the attached Exhibit) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

{ConsultantFullName}

By: _____
{ConSigner1Name}
{ConSigner1Title}
{ConSigner1Email}

Date Signed: _____
CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief Finance Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____
Mayor, City of Brea

Date Signed: _____

Attest (if over $25,000)

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A
Scope of Services

1. Scope of Services

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 1 TO EXHIBIT A

Consultant's Proposal and Fee Schedule

{TO BE INSERTED}

Proposal for:

Local Hazard Mitigation Plan

City of Brea
1 Civic Center Cir, 2nd Floor,
Fire Administration,
Brea, CA 92821

Atlas Planning Solutions
6578 BARRANCA DR | RIVERSIDE, CA 92506

Table of Contents

I. Cover Letter

February 16, 2023

Lisa Keyworth
Emergency Preparedness Coordinator
City of Brea
1 Civic Center Cir, 2nd Floor,
Fire Administration,
Brea, CA 92821

Dear Ms. Keyworth,

Like many other communities in Southern California, the City of Brea faces numerous challenges associated with natural and human-caused hazards. Hazards like wildfire, landslides, and flooding, in addition to development pressures and community reinvestment, impact where and how the City will manage the risks associated with growth. This, coupled with new rules and requirements from the state and Federal government, creates an opportunity for Brea to proactively identify and assess the hazards that affect residents and businesses. The City's desire to update its local hazard mitigation plan can become the catalyst to address many of the natural hazard issues within the city and secure future grant funding to fix many of the problems from the past. Knowing the challenges that cities face with limited budgets, reduced staffing, and limited resources, this opportunity can help ensure the community doesn't fall further behind.

The proposal prepared by Atlas Planning Solutions meets the RFP requirements identified by the City. In addition, Atlas Planning Solutions has reviewed the Addendum dated January 31, 2023, which answers three questions asked of the City.

For the Atlas Planning Solutions Team, Aaron Pfannenstiel will serve as the project manager and the City's primary point of contact. Mr. Pfannenstiel is committed to ensuring the highest quality product and process for the City and ensures that all personnel proposed will work on this project. As a firm principal, Aaron has read and will comply with all terms and conditions contained in this RFP and is authorized to negotiate and execute contracts on behalf of the firm. The cost proposal included remains valid for 180 days from the date of submittal. If you have questions or would like to schedule an interview with our team, please contact us at your convenience.

Primary Point of Contact
Aaron Pfannenstiel
Principal
Phone: 951-444-9379
Email: aaron@atlasplanning.org

Respectfully submitted,

Aaron Pfannenstiel

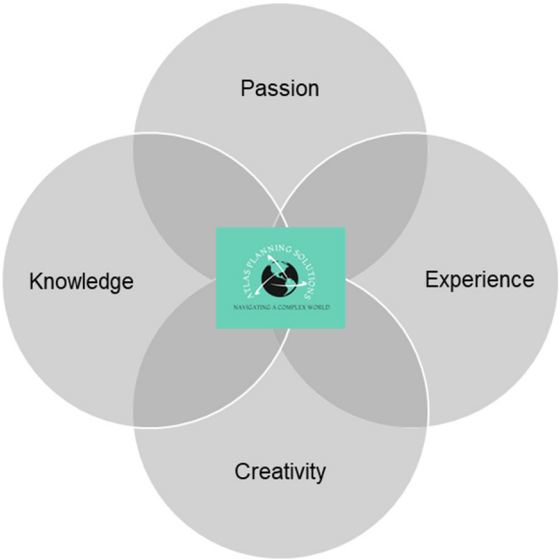
II. Understanding

The City's desire to update the Local Hazard Mitigation Plan (LHMP) is a significant step towards improving the quality of life for current and future residents and businesses. Based on the RFP, the Atlas Planning Solutions (APS) team understands that this updated plan must:

- Meet the current and future needs of Brea staff and City Departments.
- Meet the current and future needs of residents and businesses.
- Meet Disaster Mitigation Act of 2000 (DMA 2000) requirements and the latest guidance prepared by FEMA, which goes into effect on April 19, 2023.
- Remain consistent with the City's General Plan, Emergency Operations Plan, and California State Hazard Mitigation Plan.
- Identify updated mitigation strategies and actions that make the community safer and more disaster resistant.
- Meet the grant award period, which ends on October 18, 2024.
- Provide opportunities for various stakeholders to participate in the planning process.

Atlas Planning Team Differentiators

Based on this understanding, the APS Team offers the following differentiators:



Passion – Members of our team are passionate about helping clients tackle the issues surrounding climate change, sustainability, hazards, and resilience. This has been a focus for many of our team members' careers. Helping clients address these issues is something we care about personally and professionally.

Experience – Members of our team have worked in urban planning, hazard mitigation, and emergency management for decades. Through these efforts, we have been able to help hundreds of clients, provide guidance to state and federal agencies on these topics, speak at conferences, and develop tools and plans that help drive the profession toward better quality and content. This experience has helped save time and money and avoid many pitfalls that have befallen other jurisdictions in the past.

Creativity – Hazard mitigation planning can be a creative endeavor for our clients. Facilitating this process has allowed many agencies to challenge some of the long-held beliefs, establish new policies, and create projects and opportunities that leverage this plan as well as many other plans.

Knowledge – Our team does not focus solely on hazard mitigation plans. Instead, we understand how these plans fit into the bigger picture for an agency and try to leverage the process, allowing for integration into other planning efforts. We understand the value of incorporating the LHMP into the City's Safety Element and the benefits surrounding evacuation planning and emergency operations, which affects the City in various ways. Our goal is to ensure this plan and process helps the City better understand how to leverage new funding sources and accomplish more in the end.

III. Project Team

A. Atlas Planning Solutions

Atlas Planning Solutions (APS) focuses on making the world a better place. Founded in 2018 in Riverside, California, our mission is to leverage our skills and experience in comprehensive planning, climate adaptation, and hazard mitigation, offering clients a wide range of consulting services to help them navigate their complex problems and issues. Our focus is on successful client outcomes that build agency capacity, create resilient places to live and work, and create communities that thrive in this ever-changing landscape.

As a small, woman-owned, and disabled veteran-owned business in the State of California, APS understands that successful outcomes rely on client satisfaction, optimal project management, and a clear understanding of clients' needs. We strive to exceed our client's expectations, which has translated into repeat business and numerous referrals for our services.

APS specializes in climate adaptation services and the integration of Hazard Mitigation Planning and General Plan Safety Elements. Since 2006, the State of California has incentivized integrating these two documents, which has become a core service of the firm.

Atlas Planning Solutions Business Information

Legal Name: Atlas Planning Solutions |S-Corporation, Incorporated in 2018 in the State of California.
Address: 6578 Barranca Drive, Riverside, CA 92506
Phone: 951-444-9376
Email: aaron@atlasplanning.org; suzanne@atlasplanning.org

Firm Principals/ Officers:

- Suzanne Murray – Principal/ CEO
- Aaron Pfannenstiel – Principal/ CFO/Project Manager

Staff Members:

- Dennis Larson – Senior Planner/GIS Analyst
- Crystal Stueve – Associate Planner
- Robert Jackson – Assistant Planner

Number of Years in Business: **4+ years**
Number of Years Performing Requested Services: **22+ Years**

To support this effort, Atlas Planning Solutions has partnered with Navigating Preparedness Associates. Our two firms frequently partner on projects to provide better client service and increased capabilities. The following are details regarding the firm and personnel:

Navigating Preparedness Associates (NPA) Firm Description

Navigating Preparedness Associates (NPA), Limited Liability Corporation (LLC) is a Disabled Veteran-Owned Small Business Enterprise (SDVBE), California #1770371, with a single office located in Lafayette, California. Founded in 2014, NPA provides emergency management solutions for local, state, and federal government and private industry. Our associates are experts in delivering solutions across a broad spectrum of mitigation, preparedness, response, and recovery functions.

Navigating Preparedness Associates (NPA) has decades of experience in the following areas:

- Disaster Mitigation Act (DMA) 2000 Compliant Hazard Mitigation Plans
- Water District Emergency Preparedness
- Public Health Emergency Preparedness and Response
- City, County, and Special District Emergency Operations Plans
- Maritime Threat Analysis and Response
- Catastrophic Incident Planning
- Homeland Security Exercise and Evaluation Program (HSEEP) Compliant Exercises

B. Qualifications and Experience of Proposed Project Staff

The APS team is comprised of key staff with diverse skill sets and experience. We operate under a working principal model, whereby principal owners of the firm are actively involved and engaged with day-to-day client management, deliverable preparation, and project oversight based on client needs. The team members proposed for this effort are summarized below, and resumes are provided in **Attachment A**.

Aaron Pfannenstiel will serve as the Project Manager for the APS Team and brings over 20 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer.

Suzanne Murray will serve as a Quality Assurance/Quality Control specialist. With over 16 years of technical writing and editing experience and an emphasis on documents and reports prepared for the federal government, including standard operating procedures, information reports, information and white papers, and presentations. Her primary role with Atlas Planning is preparing and reviewing hazard mitigation and emergency management documents.

Dennis Larson will serve as a senior planner and brings over 22 years of experience leading public agency management programs, policy research efforts, and technical analyses. Dennis will provide vital support to plan integration and vulnerability analysis portions of the plan. Mr. Larson's specialties include advanced planning project development, climate resiliency policy, Geographic Information Services, and economic impact analyses.

Crystal Stueve will serve as a primary researcher and author. With a strong background in writing and research and reliance on over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, documentation of processes and outcomes, and developing plans that are easy to read, understand, and implement.

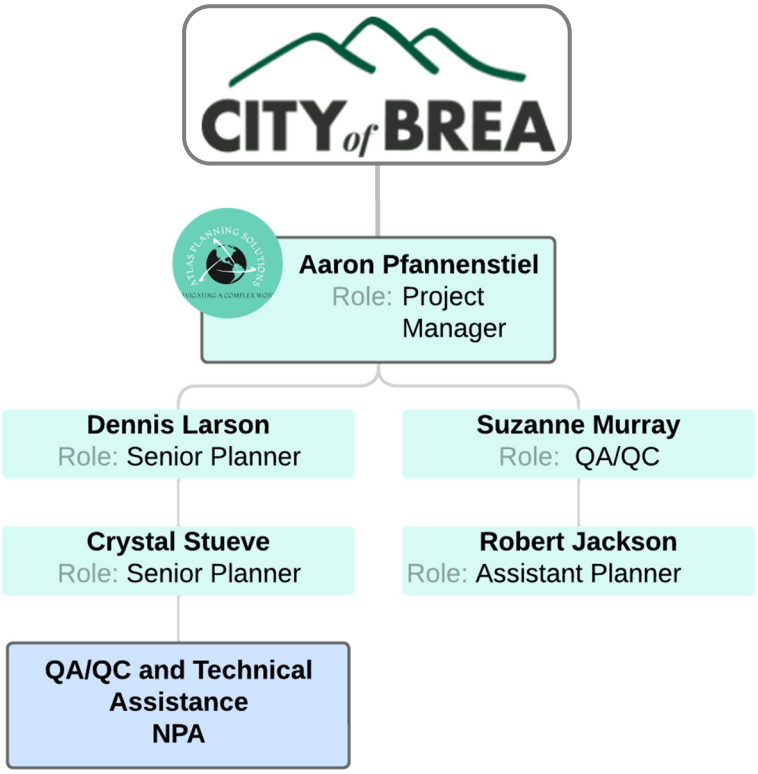
Robert Jackson will serve as a primary researcher and author. Mr. Jackson has supported Atlas Planning for the past three years, updating LHMPs and Safety Elements, and will bring that knowledge and experience to this effort for the City.

Lee Rosenberg is a Certified Emergency Manager (CEM) with over 35 years of experience leading real-world contingency operations and addressing complex emergency and disaster issues. Mr. Rosenberg is a retired US Navy Captain who also served as a Federal Emergency Management Agency (FEMA) Region IX (RIX) Federal Coordinating Officer. Mr. Rosenberg will serve as a senior planner and subject matter expert for this project, lending his experience and leadership to this project.

C. Team Organizational Chart

To effectively manage the APS Team, the following organization chart was developed to highlight how team members will interact with the City. The primary point of contact for the APS Team, **Aaron Pfannenstiel,** will be the primary point of contact with the City's Project Manager and the go-between for the rest of the APS Team. This structure is similar to many of the other successful projects completed by our team in jurisdictions throughout Orange County and California.

All staff proposed on this organizational chart will perform the duties prescribed in this proposal. If, for any reason, a staffing change is required, Aaron Pfannenstiel will notify the City's Project Manager of the proposed change and receive written approval for the proposed change prior to new staff working on the project.



IV. Project Experience

Atlas Planning Solutions' Hazard Mitigation Planning Experience

Atlas Planning Solutions staff have completed or are currently working on several Local Hazard Mitigation Plans and General Plan Safety Elements throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing hazards and resiliency within California, Atlas Planning Solutions has a breadth of experience to support the City.

Over the past 10 years, Atlas Planning Solutions staff have assisted the following jurisdictions throughout Southern California (Jurisdictions in common with Brea are in **bold**):

Atlas Planning Solutions Prior Experience				
Jurisdiction	LHMP Assistance	Safety Element Assistance	Climate Adaptation Assistance	Evacuation Assistance
City of Anaheim (2022)	✓	✓	✓	✓
City of Canyon Lake (2022)		✓	✓	✓
City of Capitola (2013)	✓		✓	
City of Colton (2019)	✓	✓	✓	
City of Costa Mesa (2021)	✓	✓	✓	
City of Culver City/Culver City School District (2017)	✓		✓	
City of Duarte (2013)	✓		✓	
City of Encinitas (2023)		✓	✓	✓
City of Fullerton (2019)*	✓	✓	✓	
City of Hollister (2022)	✓		✓	
City of Huntington Beach* (2012, 2017, 2022)	✓	✓	✓	
City of Irvine (2020)*	✓		✓	
City of La Palma (2020)	✓		✓	
City of Laguna Beach (2018, 2021)*	✓	✓	✓	✓
City of Laguna Woods (2017)		✓	✓	
City of Lancaster (2021)		✓	✓	✓
City of Loma Linda (2022)	✓	✓	✓	✓
City of Maricopa (2015)	✓	✓	✓	
City of Palm Desert (2017)		✓		
City of Perris (2021)		✓	✓	✓
City of Rancho Cucamonga (2021)	✓	✓	✓	✓
City of Redondo Beach (2020)	✓		✓	
City of Santa Rosa (2016, 2022)	✓	✓	✓	✓
City of Saratoga (2012, 2023)		✓		✓
City of Seal Beach (2019)	✓	✓	✓	

City of South Gate (2018)	✓	✓	✓	✓
City of Stanton (2022)	✓		✓	
City of Torrance (2017)	✓		✓	
City of Vernon (2022)	✓		✓	✓
City of Westminster (2017)	✓		✓	
Town of Hillsborough (2023)		✓	✓	✓
Town of Portola Valley (2023)		✓	✓	✓
Town of Windsor (2017)	✓		✓	
County of Butte (2023)		✓		
County of Inyo/City of Bishop (2017)	✓		✓	
County of Mendocino (2021)	✓	✓	✓	✓
County of San Diego (2021)		✓		✓
County of Santa Clara (2023)		✓	✓	✓

The following representative projects highlight Atlas Planning Solutions' relevant experience. Several of these provide reference information as identified by the RFP.

2023 Costa Mesa LHMP Update | City of Costa Mesa, CA
Atlas Planning Solutions is currently preparing the City of Costa Mesa's first Local Hazard Mitigation Plan. This plan focuses on key issues within the community, such as aircraft incidents, space weather, climate change, dam failure, seismic and geologic hazards, flooding, hazardous materials, and terrorism/mass-casualty incidents. As part of this effort, our team is also updating the City's Emergency Operations Plan and providing guidance on future updates to the General Plan Safety Element and Evacuation Assessment. The plan was recently reviewed by Cal OES and, after minor revisions, has been transmitted to FEMA for final review and approval. This project is currently within budget and the original schedule, even with delays suffered by the COVID-19 pandemic and changeover in City staff. Completion will occur on budget and within the original grant window identified by FEMA/Cal OES.

Duration: March 2021– March 2023
Cost: $150,000
Type of Contract: LHMP Preparation and Emergency Operations Plan Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Costa Mesa
Contact Name and Title	Brenda Emrick
Company Address	77 Fair Drive, Costa Mesa, CA 92626
Contact Telephone Number	714-327-7406
Contact Email	brenda.emrick@costamesaca.gov
Timeframe	March 2021– March 2023

2022 Anaheim LHMP Update | City of Anaheim, CA
Atlas Planning Solutions recently updated the 2017 City of Anaheim LHMP. This update focused on re-prioritizing plan goals and mitigation actions. As part of the update, the City and APS collaborated on revisions to mitigation actions and priorities to ensure future actions were

implementable, which was a big concern for the City. As part of this effort, Atlas Planning Solutions updated the City's General Plan Safety Element (adopted on 1/10/2023), addressing climate adaptation and evacuation concerns. This plan was approved in May 2022 and received zero comments from FEMA during their review. This project was completed on time and within the original budget.

Duration: June 2021 – May 2022 (LHMP Update Timeframe)
Cost: $110,000
Type of Contract: LHMP Update and General Plan Safety Element Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Anaheim
Contact Name and Title	Dr. Jannine Wilmoth
Company Address	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805
Contact Telephone Number	714-765-4095
Contact Email	jwilmoth@anaheim.net
Timeframe	June 2021 – January 2023

2022 / 2017 / 2012 Huntington Beach Local Hazard Mitigation Plan Updates | City of Huntington Beach, CA
Atlas Planning Solutions updated the City's 2022 LHMP. This is the third opportunity for Atlas Planning Solutions staff to support the City with their LHMP. Prior updates occurred in 2012 and 2017. These updates included reviews of city plans and policies, identification of facilities necessary for city operation, prioritization of hazards, preparation of hazard profiles that could impact the city, preparation of a risk assessment, and updated mitigation actions to reduce potential vulnerabilities in the future. The process included facilitating meetings with City department personnel and various stakeholders and close coordination with City staff to ensure that the appropriate focus and direction were used to complete the document. In addition, an online public opinion survey was distributed to over 3,000 residents, stakeholders, and interested parties via a press release, direct correspondence, and the City's website. The final review of both the 2012 and 2017 plans by Cal OES and FEMA Region IX resulted in minimal comments and revisions. The 2022 LHMP Update received zero comments from FEMA during their review and was adopted by the City in December 2022. This project was completed on time and within budget. All prior updates have also been completed in the same manner.

Contract Year: July 2021 – December 2022
Cost: $30,000
Type of Contract: LHMP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Huntington Beach
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Company Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Timeframe	July 2021 – December 2022

2021 Rancho Cucamonga LHMP Update | City of Rancho Cucamonga, CA
Atlas Planning Solutions has assisted the City of Rancho Cucamonga since December 2019 with various hazard-related efforts. During this time, the APS Team assisted with an update to the General Plan Safety Element (as part of the Plan RC project), updated the City's 2021 Local Hazard Mitigation Plan, supported the preparation of an Evacuation Assessment that met both SB99 and AB 747 requirements, and is currently updating the City's Emergency Operations Plan. Key concerns throughout these projects focus on the prevalence of high wildfire risks that could trigger the need for emergency response and evacuations. Key outcomes of this effort include better integration of the EOP, LHMP, and Evacuation Assessment with the General Plan Safety Element and the ability of the City to better align goals, policies, and implementation actions across these different planning frameworks. The LHMP Update was completed in approximately 15 months (suffering minor delays during the start of the COVID-19 pandemic). Review and approval by Cal OES and FEMA involved minor revisions that significantly streamlined the review and approval process. This project was completed on time and within budget.

Duration: February 2020 – May 2021 (LHMP Update Timeframe)
Cost: $179,240
Type of Contract: LHMP Update, General Plan Safety Element Update, Evacuation Assessment, and EOP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	City of Rancho Cucamonga (Fire Protection District)
Contact Name and Title	Joseph Ramos, Emergency Management Coordinator
Company Address	10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Contact Telephone Number	909-774-3009
Contact Email	Joseph.Ramos@cityofrc.us
Timeframe	December 2019 – December 2022

2021 County of Mendocino Safety Element Update, LHMP Update, and Climate Adaptation Vulnerability Assessment | County of Mendocino, CA
Atlas Planning Solutions led a multi-disciplinary team that updated the Mendocino County Multi-Jurisdictional Hazard Mitigation Plan and General Plan Safety Element and prepared a Climate Adaptation Vulnerability Assessment. This update focused on recent wildfire incidents that have occurred within the region in the past three years, as well as the changing regulatory requirements necessary to ensure compliance with state law. Both the MJHMP and Climate Adaptation Vulnerability Assessment provide the foundation for goals and policies that the County and Cities will implement in the future, as well as mitigation strategies to further reduce potential hazards in the near term.

Duration: March 2020 – June 2021
Cost: $289,828
Type of Contract: Safety Element Update, LHMP Update, Climate Adaptation Vulnerability Assessment
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Reference Information	
Company Name	County of Mendocino
Contact Name and Title	Nash Gonzalez, Planning Director
Company Address	501 Low Gap Road, Ukiah, CA 95482
Contact Telephone Number	707-234-6693
Contact Email	gonzalezn@mendocinocounty.org
Timeframe	March 2020 – June 2021

2020 Irvine LHMP Update | City of Irvine, CA
Atlas Planning Solutions prepared the 2020 update of the City of Irvine LHMP. This update focused on refreshing the last updated plan in 2005 and ensuring the current version met all of the new FEMA requirements introduced in 2011. As part of the update, the APS Team had to navigate the changing conditions associated with COVID-19 restrictions and demands on staff time and capacity. The plan's update received minimal comments from Cal OES and obtained FEMA approval without comment.

Contract Year: August 2019 – August 2020
Cost: $75,101
Type of contract: LHMP Update
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Dennis Larson

Reference Information	
Company Name	City of Irvine
Contact Name and Title	Robert Simmons, Emergency Management Administrator
Company Address	1 Civic Center Plaza, Irvine, CA 92606
Contact Telephone Number	949-724-7235
Contact Email	rsimmons@cityofirvine.org
Timeframe	August 2019 – August 2020

2021 Laguna Beach Safety Element Update and 2018 Laguna Beach Local Hazard Mitigation Plan | City of Laguna Beach, CA

Atlas Planning Solutions staff have supported several projects for the City of Laguna Beach. In 2021 APS supported the City's update of the General Plan Safety Element. This update focused on streamlining the Safety Element, which was previously adopted in 1995. As part of this process, APS updated the element to ensure compliance with Government Code, updated (SB 1241, SB 379, AB 2140) and supported the City during the Cal Fire/ Board of Forestry review and approval process, and facilitated discussions with Emergency and Disaster Preparedness Committee members that collaborated on the element update process. During the update, Aaron worked with Marc Weiner, James Brown, and Brenden Manning.

Prior to joining Atlas Planning Solutions, Aaron Pfannenstiel managed the preparation of the City's first LHMP. Key issues identified in this LHMP included wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. During the update, Aaron worked with Jordan Villwock (previous Emergency Services Coordinator for Laguna Beach).

Contract Year: June 2000 – August 2001 | July 2017 – June 2019
Cost: $115,000
Type of Contract: Safety Element Update | LHMP (New)
Key Staff: Aaron Pfannenstiel, Suzanne Murray, Robert Jackson, Crystal Stueve

Company Name	City of Laguna Beach
Contact Name and Title	Marc Wiener, Community Development Director
Company Address	505 Forest Avenue, Laguna Beach, CA 92651
Contact Telephone Number	949-497-0361
Contact Email	mwiener@lagunabeachcity.net
Timeframe	June 2020–August 2021

Company Name	City of Ontario (for a project at City of Laguna Beach)
Contact Name and Title	Jordan Villwock, Fire Administration Director
Company Address	415 E. B Street, Ontario, CA 91764
Contact Telephone Number	909-395-2543
Contact Email	jvillwock@ontarioca.gov
Timeframe	July 2017–June 2019

Navigating Preparedness Associates (NPA) Hazard Mitigation Planning Experience

NPA has completed the development of, or updates to, dozens of LHMPs. Key relevant past projects completed by NPA are identified below:

- Valley County Water District: LHMP update (2020)
- City of Lynwood LHMP (2020)
- City of Artesia LHMP (2020)
- City of Hawthorne LHMP (2020)
- County of Tulare Multi-jurisdiction LHMP (2018)
- Gila County, AZ Multi-jurisdiction LHMP (2018)
- City of Hermosa Beach LHMP (2017)
- City of Covina - Water Agency ERP (2017)
- City of Pittsburg, CA (2016)
- Water Emergency Transportation Authority: Develop LHMP and other projects (2016)

V. Project Approach

The APS Team approach to updating Brea's Local Hazard Mitigation Plan requires adherence to the following:

Federal Laws

- Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended.

Federal Regulations

- 44 CFR Part 201 Mitigation Planning.
- 44 CFR, Part 60, Subpart A, including § 60.3 Flood plain management criteria for flood-prone areas.
- 44 CFR Part 77 Flood Mitigation Grants.
- 44 CFR Part 206 Subpart N. Hazard Mitigation Grant Program.

Federal Guidance

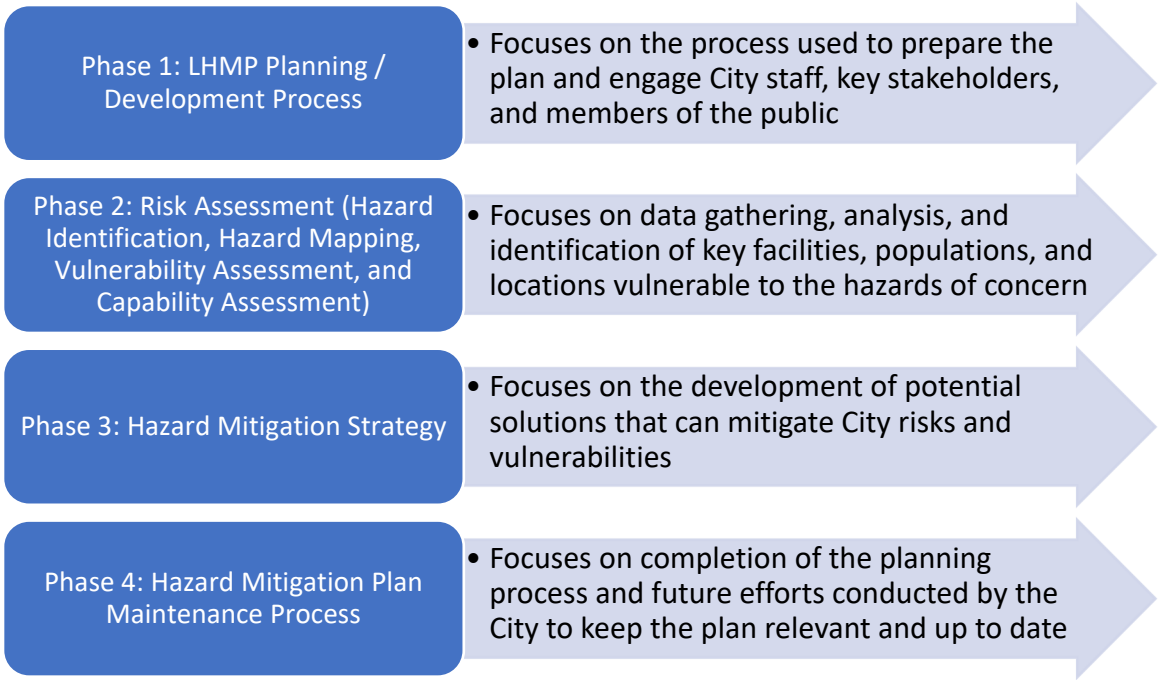
- FEMA Local Mitigation Planning Policy Guide (FP 206-21-0002), effective April 19, 2023

State Requirements

- California Government Code §8685.9 and §65302.6 (commonly referred to as Assembly Bill 2140) – incentivizing integration of the LHMP into the General Plan Safety Element
- California Government Code §65302 (G)(4) – requiring hazards exacerbated by climate change be discussed in the General Plan Safety Element

Approach Summary

To complete this, the APS Team proposes the following project approach, which reflects the City's project phases identified within the RFP:



Scope of Work

The following scope of work is based on the APS Team's understanding of the desired tasks and level of effort necessary to complete a DMA 2000–compliant LHMP. The scope developed is consistent with the City's RFP, including tasks that ensure an efficient and effective planning process. If any proposed tasks need refinement or further discussion, the APS Team will be happy to work with staff on refinements.

Phase 1 - LHMP Planning/Development Process

APS will conduct a Kick-Off conference call with key staff to form the Hazard Mitigation Planning Committee (HMPC), including key City Departments, identified stakeholders, and other relevant organizations/agencies that support City functions. As part of this call, the APS Team will conduct initial research and discuss key project outcomes, prior planning efforts, and current issues facing the City. Key stakeholders identified by the City include local districts, schools, colleges and Universities, businesses, industries, Brea volunteers, Cal OES, and members of the public. Membership of the HMPC will come from these groups, where appropriate.

HMPC Meetings

The APS Team will facilitate three HMPC meetings (in person or virtually) to facilitate the hazard mitigation planning process. A summary of the anticipated topics for these meetings include:

HMPC Meeting 1 – Review the planning process, key hazards of concern, and data gathering and research.
HMPC Meeting 2 – Review hazard profiles, risk assessment results, and mapping.
HMPC Meeting 3 – Review mitigation strategies and actions to be undertaken by the City.

Documentation of these meetings will become a foundation of the planning process described in the plan.

Outreach and Engagement

In preparation for outreach and engagement activities, the APS Team will prepare a memorandum to the City describing the community engagement strategy in terms of groups to be contacted, the structure of meetings and workshops, and methods of advertising the events. As part of this task, the APS Team will coordinate with City staff to ensure the list of contacts is comprehensive and properly targeted.

Upon completion of the engagement memorandum, the APS Team will develop materials to advertise planned workshops and suggest additional methods of alerting residents and businesses about the planning process and the importance of the LHMP. A flyer for website posting, social media blasts, and print advertisements will be prepared for the community engagement opportunities identified in the memo.

The RFP identifies four public meetings to be conducted to get input during the plan development process. To accommodate this, we propose conducting a focus group meeting, two community workshops, and a public hearing with either the Planning Commission, City Council, or as a joint workshop, as described below.

Focus Group Meeting

The APS Team working with the City will identify local and regional persons and agencies connected with Brea's public/life safety protection services and emergency preparedness planning. The purpose of the meeting is to gain a 360-degree perspective of local hazard mitigation planning issues, coordinated response efforts, and strategies for addressing any concerns in Brea. To track participants effectively, the APS team will develop a contact matrix that the team will use to conduct outreach to persons/organizations on the list to find a suitable date for a two-hour focus group meeting. As part of this effort, the APS Team will prepare materials for City staff to send to invitees.

Community Workshops

Our team recommends conducting two community workshops, the first of which would share what the project is and what the City is trying to accomplish with the update. The second meeting would occur closer to the Focus Group meeting and share insight and feedback received from stakeholders and progress made during the planning process. The APS Team has found that conducting these meetings during regularly scheduled Planning Commission or City Council meetings can help with attendance and participation. In preparation for these meetings, the APS Team will prepare materials to announce the meeting suitable for print publications and posting on the City's website and via social media.

City Meeting

Upon completion of the Public Review Draft LHMP, the APS Team proposes a meeting with Planning Commission and/or City Council to release the plan for comment and feedback. This meeting will provide an opportunity to share the process and results with these appointed/elected officials and provide opportunities for feedback and comment by members of the public.

City Staff Requirements

The APS Team anticipates City staff will support this task by reviewing the engagement strategy memo and outreach content; posting outreach content to the City website and social media accounts; assisting with arranging meeting locations, timing, and pertinent information; and attending meetings to provide feedback during the planning process.

Phase 2 - Hazard Identification and Profiling

The APS Team, in partnership with the HMPC, will identify relevant information regarding the anticipated natural hazard threats that could impact the city. Relying on previous work throughout Orange County, the APS Team will work with the HMPC in Meeting #1 to refine the list of relevant hazards and prioritize them for the City. **The following list** identifies potential hazards that may be included in the LHMP:

Natural Hazards	Human-Caused Hazards
Climate Change Earthquake Wildfire Flood Related (including dam failure) Severe weather-related (extreme temperatures, drought, fog, heavy rains/thunderstorms, Santa Ana winds, lightning) Tsunami Other Geologic and Soil	Aviation Disaster Biological/Pandemic Nuclear and other Hazardous Materials Terrorism Vector based Other Human-Caused

Those hazards listed in the **green** column have the greatest potential to assist the City in securing mitigation grant funds since they are natural hazards, while the hazards listed in the **blue** column may help reinforce the City's concerns surrounding emergency preparedness and response.

The prepared hazard assessment will prioritize the hazards included in the LHMP and create FEMA-compliant hazard profiles that will include GIS mapping and analysis. Through this process, the City will have a deeper understanding of local conditions and how your critical facilities may be affected (Figure 1).

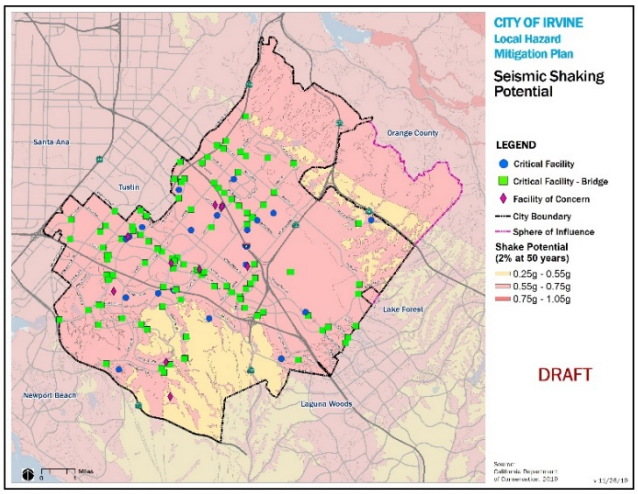


Figure 1 - Example of LHMP Seismic Hazards Mapping

As a standard practice, the APS Team addresses climate change within each hazard profile to ensure compliance with SB 379 requirements. This approach has been used by APS and has been found to make it easier to focus on updating the content within the plan, improving readability and continuity. The data and information gathered during this task will be shared with the HMPC during Meeting #2. During this task, we typically provide a public outreach opportunity that conveys the overall project information and initial information gathered on the hazards of concern identified by the HMPC for public input and feedback.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on relevant hazards, data, and historical information on the hazards of concern and guidance on new issues or concerns to be incorporated into the plan.

Asset Inventory and Vulnerability Analysis

Upon confirming the City's critical facilities inventory and initial GIS mapping, the APS Team will conduct a vulnerability assessment that relies on this information. This vulnerability assessment will include potential loss estimates, an analysis of the City's development trends and potential changes to demographics, and a social vulnerability analysis, relying on available GIS datasets provided by the City or other local, state, and/or federal agencies (FEMA National Risk Index). All maps prepared will be provided in both ArcGIS and PDF formats for City use. The data and information gathered during this task will be shared with the HMPC during Meeting #2. A key input will include using FEMA's National Risk Index to estimate potential losses (Figure 2). This is in place of HazUS, as FEMA is now relying on this index to ensure greater consistency between local planning efforts and datasets developed by State and Federal agencies. **If the City would prefer the use of HazUS in addition to the National Risk Index, our cost proposal has provided an optional budget to accommodate this request.**

Composite Expected Annual Loss			$996,141.73
Building Value	**$873,093.58**	Population	**0.02** fatalities
Agriculture Value	**$36.07**	Population Equivalence	**$123,012.08**

Figure 2 - FEMA National Risk Index - Composite Annual Loss for a Census Tract in Brea

In addition to the mapping and analysis, the APS Team will also prepare a Capabilities Assessment. This task includes a review of the existing planning regulations and programs that can support current mitigation capabilities. A key element of this review is identifying ways to expand this capability to ensure future efforts are easier and better integrated into the City mitigation planning framework.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Critical Facilities Inventory, the vulnerability assessment and capabilities assessment results, and any relevant data/information that may assist with the analysis as part of this task.

Phase 3 - Develop Mitigation Strategies/Actions

To initiate the development of mitigation strategies and actions, the APS Team will review the existing General Plan, Capital Improvement Plans, the Orange County LHMP, LHMPs from surrounding cities, and the State of California HMP. Based on this review, recommendations for the plan's hazard mitigation goals will be provided to the HMPC for discussion and feedback.

Upon completion of the Capabilities Assessment and Mitigation Goals, the APS Team will prepare City mitigation strategies and actions for future implementation. Using our mitigation action worksheets, we will identify the department lead for the specific mitigation action, funding and staffing resources, time frame for completion, and implementation steps for each prioritized mitigation action. The data and information gathered during this task will be shared with the HMPC during Meeting #3. As part of the mitigation actions development, the APS Team will create a Monitoring and Implementation Workbook that is incorporated into the Appendix of the LHMP. This workbook is intended to help City staff understand how mitigation actions should be monitored and implemented and opportunities to incorporate the plan and mitigation strategies and actions into other City functions and plans.

City Staff Requirements

The APS Team anticipates that City staff will provide feedback on potential strategies and capital improvement projects that may become actions. During HMPC Meeting #3, it is expected that participants will help identify additional actions to incorporate into the plan, priorities for these actions, and other relevant information to finalize them.

Phase 4 – Hazard Mitigation Plan Implementation and Maintenance Process

Upon completing Phases 1 through 3, the APS Team will prepare the Administrative Draft LHMP for City staff review. Using the process identified above, members of the HMPC will be assisting with plan development as the research, mapping, and analysis are conducted. In doing so, HMPC members will recognize much of the plan content based on their feedback and review in HMPC meetings 1 through 3. Upon completion, the plan will be provided to City staff for review and

comment. Completion of the Administrative Draft LHMP will include a Chapter within the plan that identifies the following key information required by FEMA:

- LHMP Monitoring, Evaluation, Implementation, and Updates
- Incorporation of the LHMP in existing planning mechanisms
- Schedule for LHMP Implementation
- Continued Public Involvement during the 5-year implementation period.

Once the APS Team has received a consolidated set of comments on the Administrative Draft Plan, the Public Review Draft LHMP will be prepared alongside the FEMA Plan Review Tool, which accompanies the plan when submitted to Cal OES/FEMA for approval.

City Staff Requirements

The APS Team anticipates City staff will provide feedback on the Administrative Draft LHMP document. If HMPC members identify additional information during this review, this information can be shared and incorporated into the Public Review Draft LHMP.

Public Draft Review and Revision

Upon completion of revisions and approval from the City, the Public Review Draft LHMP will be distributed for public review. Using the City's website, social media accounts, and distribution lists, the APS Team will work with staff to identify where the document can be accessed, either electronically or in hard copy. We typically recommend a review period of 30 days, but this can be modified based on staff desires. We also recommend a public meeting/workshop that provides an overview of the Public Review Draft LHMP document during the public review period, allowing for questions, comments, and feedback from the public and elected/appointed officials (depending on the meeting location). A compilation of public review comments will be incorporated into the plan, where appropriate, before transmittal to Cal OES/FEMA.

City Staff Requirements

The APS Team anticipates City staff will assist with outreach and engagement efforts during the public review period. Relying on content prepared by the APS Team, we will work with City staff to release announcements and facilitate meetings, allowing for feedback and insight into relevant community concerns that can improve the plan.

Cal OES/FEMA Draft Review

Upon completing the public review period, the APS Team will review the comments received and prepare the LHMP for transmittal to Cal OES/FEMA. Completing this task also includes finalizing the FEMA Plan Review Tool (Crosswalk), which accompanies the document when transmitted. Upon receiving comments from Cal OES and FEMA (if warranted), the APS Team will prepare revisions and coordinate with agency staff until deemed satisfactory, allowing the City to adopt the plan.

City Staff Requirements

The APS Team anticipates City staff will review any revisions requested by Cal OES/FEMA, if necessary.

Local Hazard Mitigation Plan Adoption

Upon receiving an Approvable Pending Adoption (APA) letter from FEMA, the APS Team will prepare a final version of the LHMP for presentation and adoption at City Council. The APS Team will assist staff with staff report content and an adoption resolution as part of this task.

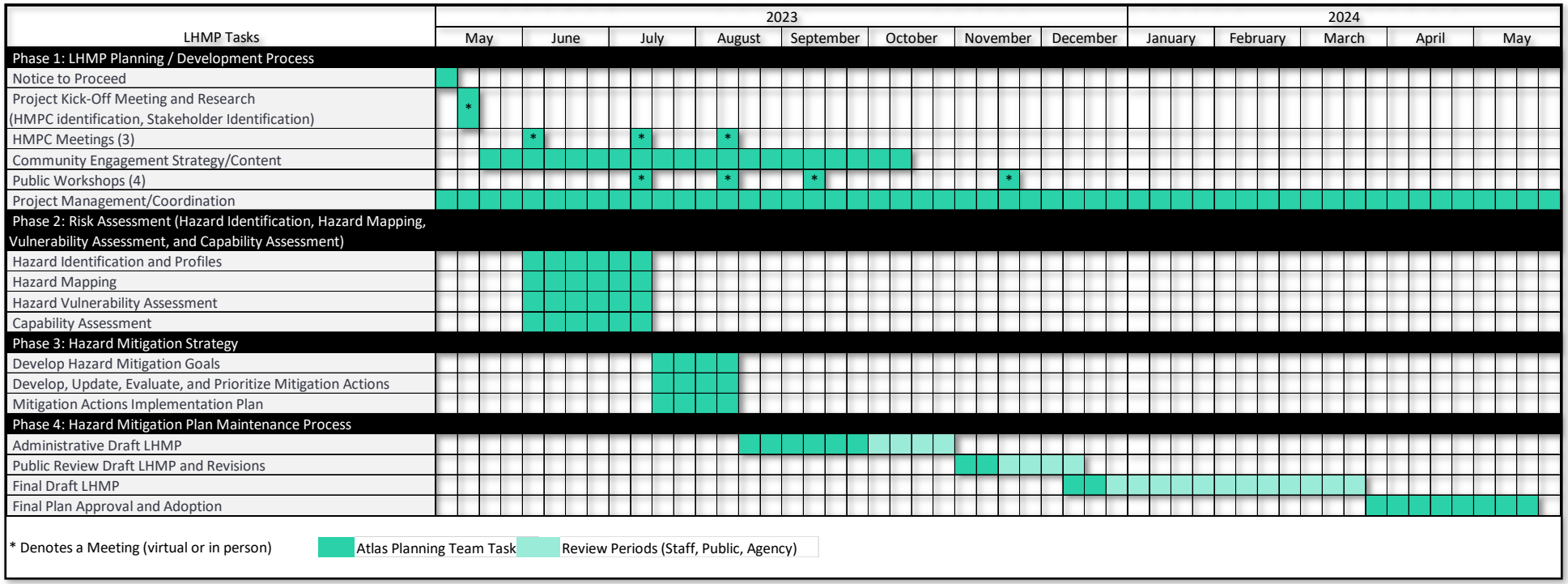
Note: Local Hazard Mitigation Plans are considered exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). As such, no environmental compliance is required to adopt the LHMP.

City Staff Requirements

The APS Team anticipates City staff will provide preferred document templates/formats for adoption materials and provide comments and feedback on presentation materials prepared by the APS Team. This task also assumes City staff will coordinate the dates and times for adoption hearings and any notice required to support those hearings.

Proposed Schedule

The schedule provided assumes an efficient planning process and discrete timeframes for internal and external outreach and coordination. Based on the proposed schedule, the APS Team anticipates a 12-month schedule to complete this project.



VI. Project Cost

Atlas Planning Solutions has provided the following cost proposal based on the following assumptions:

- Plan preparation will rely on readily available information from relevant existing plans and information from County and State plans.
- No issues are anticipated with the City's typical payment procedures and timeframes.
- No additional fees are anticipated beyond those identified in the proposed cost proposal.
- A 10% project contingency budget is recommended to allow for unanticipated project needs or additional work desired by the City. Use of this budget would only occur with prior approval by the LHMP Project Manager.

Task Name	Aaron Pfannenstiel	Suzanne Murray	Dennis Larson	Crystal Stueve	Robert Jackson	Lee Rosenberg	Total Fees
	$210	$140	$175	$135	$110	$165	
Phase 1: LHMP Planning / Development Process	52	18	12	24	46	4	$24,500
Project Kick-Off Meeting and Research (HMPC identification, Stakeholder Identification)	4	2	2	6	8	2	$3,490
HMPC Meetings (3)	12	6			12		$4,680
Community Engagement Strategy/Content	8	8	4	6	8		$5,190
Public Workshops (4)	16		4	12	16		$7,440
Project Management/Coordination	12	2	2		2	2	$3,700
Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	18	8	48	34	30	22	$24,820
Hazard Identification and Profiles	4	2	8	12	12	2	$5,790
Hazard Mapping	4	2	20	8	8	2	$6,910
Hazard Vulnerability Assessment	8	2	20	12	8	2	$8,290
Capability Assessment	2	2		2	2	16	$3,830
Phase 3: Hazard Mitigation Strategy	10	4	0	20	20	0	$7,560
Develop Hazard Mitigation Goals	2			4	4		$1,400
Develop, Update, Evaluate, and Prioritize Mitigation Actions	4	2		8	8		$3,080
Mitigation Actions Implementation Plan	4	2		8	8		$3,080
Phase 4: Hazard Mitigation Plan Maintenance Process	14	14	4	24	36	4	$13,460
Administrative Draft LHMP (includes: Monitoring, Evaluating, and Updating, Incorporation into Existing Planning Mechanisms, Implementation Schedule, and Continued Public Involvement)	4	4	2	8	16	4	$5,250
Public Review Draft LHMP and Revisions	4	4	2	8	8		$3,710
Final Draft LHMP	2	2		8	8		$2,660
Final Plan Approval and Adoption	4	4			4		$1,840
Reimbursable Expenses (mileage, reproduction, other materials)							$1,000
Grand Total	**94**	**44**	**64**	**102**	**132**	**30**	**$71,340**
HazUS Vulnerability Assessment (Optional)	4		16	16		4	$6,460

The proposed fee is our best estimation based on our understanding of City needs. If any assumptions are incorrect or require refinement, the APS Team will be happy to work with the City to refine this estimate.

VII. Acceptance of City Standard Consultant Agreement

The following are sections of the City's Professional Services Agreement that Atlas Planning Solutions requests an opportunity to discuss modifications to contract language.

Section 11 – Insurance

The Professional Services agreement identifies a liability requirement for automobile insurance as follows:

Automobile Liability: $2,000,000 per occurrence (any auto) for bodily injury and property damage.

Atlas Planning Solutions insurance policies cover personal vehicles for the firm's owners, along with an umbrella insurance policy. These vehicles will not be used to perform any work for the City, and the only time they will be used during the project is to transport staff to the City for an in-person meeting.

We would request a reduction of this requirement that meets our current insurance limits carried on our personal vehicles.

Section 12 – Indemnification

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless, and indemnify the Indemnitees from and against any and all reasonable Claims, whether actual, alleged, or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all reasonable costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

Atlas Planning has included additional wording in strike-out/underline in the above paragraph for City review and response.

Attachment A – Standard Forms

STANDARD FORM A
REFERENCES FORM

Atlas Planning Solutions

(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and/or non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020).**

1. Company Name	City of Costa Mesa
Address, City, State, Zip	77 Fair Drive, Costa Mesa, CA 92626
Contact's Name & Title	Brenda Emrick, Acting Emergency Services Manager
Contact's Phone #	714-327-7406
Contact's Email	brenda.emrick@costamesaca.gov
Project	Local Hazard Mitigation Plan and EOP Update
Completion Date & Value	March 2023 | $150,000
2. Company Name	City of Anaheim
Address, City, State, Zip	201 S. Anaheim Blvd, Suite 300, Anaheim, CA 92805
Contact's Name & Title	Dr. Jannine Wilmoth, Emergency Manager
Contact's Phone #	714-765-4095
Contact's Email	jwilmoth@anaheim.net
Project	Local Hazard Mitigation Plan and Safety Element Update
Completion Date & Value	January 2023 | $110,000
3. Company Name	City of Huntington Beach
Address, City, State, Zip	2000 Main St, Huntington Beach, CA 92648
Contact's Name & Title	Brevyn Mettler, Emergency Services Coordinator
Contact's Phone #	714-374-1565
Contact's Email	brevyn.mettler@surfcity-hb.com
Project	LHMP and EOP Updates
Completion Date & Value	December 2022 | $30,000
4. Company Name	City of Rancho Cucamonga
Address, City, State, Zip	10500 Civic Center Dr, Rancho Cucamonga, CA 91730
Contact's Name & Title	Joseph Ramos, Emergency Management Coordinator
Contact's Phone #	909-774-3009
Contact's Email	joseph.ramos@cityofrc.us
Project	LHMP, Safety Element, & EOP Updates and Evacuation Study
Completion Date & Value	December 2022 | $180,000

STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM

Atlas Planning Solutions
(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.
☐ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	Navigating Preparedness Associates, LLC
Address, City, State, Zip	3245 Driftwood Dr, Lafayette, CA 94549
Contact's Name & Title	Lee Rosenberg, Managing Director
Contact's Phone #	925-381-0583
Contact's Email	lee.rosenberg@navigatingpreparedness.com
Proposed work & amounts	QA/QC and Document Preparation | $4,500
License #s & Class	N/A
DIR # & Exp Date	N/A
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

Atlas Planning Solutions
(Offeror's Company Name)

Select one:

☑ **No Exceptions**

By checking the above box, Offeror declares their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

☐ **With Exceptions**

By checking the above box, Offeror declares their Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D

Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title Aaron Pfannenstiel / Chief Financial Officer

Date: 2-14-2023

STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

Atlas Planning Solutions
(Offeror's Company Name)

☑ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title Aaron Pfannenstiel / Chief Financial Officer

Date: 2-14-2023

STANDARD FORM E
INSURANCE COMMITMENT FORM

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

Atlas Planning Solutions
(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title Aaron Pfannenstiel / Chief Financial Officer

Date: 2-14-2023

STANDARD FORM F
OFFEROR QUALIFICATIONS RESPONSE FORM

Atlas Planning Solutions
(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

Atlas Planning Solutions | 6578 Barranca Dr, Riverside, CA 92506 | 951-444-9379
aaron@atlasplanning.org | suzanne@atlasplanning.org | www.atlasplanning.org

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

Atlas Planning Solutions was incorporated in December 2018 (4+ Years in Business)
No prior names have been used and the firm has not conducted any mergers or buyouts.

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Atlas Planning Solutions is a California S-Corporation

D. Names and titles of the principal owner(s).

Suzanne Murray | Chief Executive Officer (President)
Aaron Pfannenstiel | Chief Financial Officer (Secretary)

E. Person(s) authorized to make commitments for your company.

Suzanne Murray | Chief Executive Officer (President)
Aaron Pfannenstiel | Chief Financial Officer (Secretary)

F. Special recognition or awards.

California Small-Micro Business
California Disabled Veteran Business Enterprise

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

Atlas Planning Solutions has been providing consulting services to Cities and Counties since Inception. Principal staff working on this project have been performing these services for over 20 years.

B. Familiarity with state and federal procedures.

Atlas Planning Solutions staff have worked with state and federal reviewers on LHMP updates for the past 15 years and understand the nuances of these agencies regarding LHMP updates.

C. Experience working with public agencies.

Key staff members on the Atlas Planning Team have worked with public agencies for a majority of their careers (20 plus years). All work conducted by Atlas Planning Solutions is on behalf of public agencies within California.

D. Narrative of the working relationship with current business references for information not already included in the References Form.

All references provided have strong working relationships with Atlas Planning Solutions staff, which has resulted in successful project outcomes for each jurisdiction.

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

Atlas Planning Solutions maintain up to date financial records and tracks project budgets regularly to ensure additional work requests are avoided or minimized.

B. Demonstrated Technical Ability.

Atlas Planning Solutions' technical abilities rely on our 15 years of experience supporting communities with LHMP updates coupled with strong working relationships with FEMA and Cal OES staff.

C. Capability of developing innovative or advanced techniques.

Each LHMP update we undertake involves the identification of new innovations to meet client needs. Our goal is to make the plan easier for the City to understand and implement. This is at the heart of what we do.

D. Special qualifications, training, credentials.

N/A

E. Staff names, titles, role, qualifications, and experience assigned to this project.

Staff proposed for this project are identified in Section III of the Proposal
No additional staff will work on this project without prior City consent.

F. Designated project manager assigned to this project.

Aaron Pfannenstiel is the designated project manager for this project.

4. Understanding.

Provide the following information relative to required services:

A. Understanding of the work to be done based on this Solicitation.

The proposed workplan involves the update of the City's Local Hazard Mitigation Plan

B. Include issues that you believe will require special consideration for this project.

Coordination with elected and appointed officials and community outreach are two areas that should be given special consideration during this project.

C. Identify unique approaches or strengths your company has relative to required services.

Our knowledge and experience supporting community in and around Brea as well as our track record completing these project on time and on budget are key strengths to our approach.

5. Approach.

Provide the following information relative to required services:

A. Understanding of the work to be done.

Completion of an update to the Brea Local Hazard Mitigation Plan, that includes updated mapping, analysis, and mitigation strategies to support increased resilience within the community.

B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

The Atlas Planning Solutions team consists of six staff members ready to support the City of Brea and complete the project in accordance with the proposed scehdule.

C. Names and titles of key management personnel.

Key Management Personnel include: Suzanne Murray (QA/QC Reviewer, Aaron Pfannenstiel (Project Manager), and Lee Rosenberg (Subject Matter Expert)

D. Team to be assigned for these services.

The Altas Planning Solutions team consists of Aaron Pfannenstiel, Suzanne Murray, Dennis Larson, Crystal Stueve, Robert Jackson, and Lee Rosenberg.

Submitted by:

Signature: _____

Name/Title Aaron Pfannenstiel / Chief Financial Officer

Date: 2-14-2023

STANDARD FORM G
FIRM OFFER FORM

Atlas Planning Solutions

(Offeror's Company Name)

FIRM OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: Atlas Planning Solutions

Business Address: 6578 Barranca Dr, Riverside, CA 92506

Federal ID#: 83-2907286

Business Type (Contractor enter a number): 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation; 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: Suzanne Murray
Name: Suzanne Murray
Title: President, CEO
Email: suzanne@atlasplanning.org
Date Signed: 2-14-2023
CORPs: Chairperson, President, Vice President;
LLCs: Manager

By: [signature]
Name: Aaron Pfannenstiel
Title: Secretary, CFO
Email: aaron@atlasplanning.org
Date Signed: 2-14-2023
CORPs: Secretary, Assist. Secretary, Chief Finance Officer, Assist. Treasurer
LLCs: Manager

[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.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

STANDARD FORM H
PRICE FORM

Atlas Planning Solutions

(Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Amounts
1	Phase 1: LHMP Planning / Development Process	$24,500
2	Phase 2: Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	$24,820
3	Phase 3: Hazard Mitigation Strategy	$7,560
4	Phase 4: Hazard Mitigation Plan Maintenance Process	$13,460
5	Reimbursable Expenses (mileage, reproduction, other materials)	$1,000
6		$
7		$
8		$
9		$
10		$
	Project Total Costs (add above lines)	$71,340

Attachment B – Staff Resumes

The following resumes for Atlas Planning Solutions Team members supporting the Brea LHMP Update are provided below.

AARON PFANNENSTIEL, AICP

Principal, CFO

Email: aaron@atlasplanning.org
Phone: 951-444-9379
Years of Experience: 22

EDUCATION/DEGREES

- *MURP, 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona*
- *BA, 2001, Environmental Studies, University of California at Santa Barbara*
- *BS, 2001, Geological Sciences, University of California at Santa Barbara*

PROJECT MANAGER | SAFETY ELEMENT AND HAZARD MITIGATION SME

Aaron has 20 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. Over the past decade, he has also trained hundreds of students, planners, and other professionals in these topics.

Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. He recently assisted clients with developing innovative planning practices as part of a pilot program that enhances communities' adaptation to wildfires. Aaron has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

RELEVANT AND CURRENT EXPERIENCE

Local Hazard Mitigation Plan Updates
Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim*
- *City of Costa Mesa*
- *City of Hollister*
- *City of Huntington Beach*
- *City of Irvine*
- *City of Loma Linda*
- *City of Rancho Cucamonga*
- *City of Stanton*
- *City of Vernon*

General Plan Safety Elements
Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim*
- *City of Canyon Lake*
- *City of Encinitas*
- *City of Laguna Beach*
- *City of Lancaster*
- *City of Loma Linda*
- *City of Rancho Cucamonga*
- *City of Saratoga*
- *Town of Hillsborough*
- *Town of Portola Valley*
- *San Diego County*
- *Mendocino County*

SUZANNE MURRAY

Principal, CEO

Phone: 951-444-9379
Email: suzanne@atlasplanning.org
Years of Experience: 16

Education/Degrees:

- *M.A., Current, Emergency Management/Homeland Security, AMU*
- *M.A., 2008, English, National University*
- *B.A., 2004, English, University of California Riverside*
- *A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, AZ*
- *Certificate, 2021, Copyediting, UCSD Extension*

TECHNICAL WRITER, EDITOR | RESEARCHER | ANALYST | EDUCATOR

Suzanne Murray has authored many classified government documents throughout a 16-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan and Iraq, and North Korean cyberterrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates
Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim*
- *City of Costa Mesa*
- *City of Hollister*
- *City of Huntington Beach*
- *City of Irvine*
- *City of Loma Linda*
- *City of Rancho Cucamonga*
- *City of Stanton*
- *City of Vernon*

General Plan Safety Elements
Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim*
- *City of Canyon Lake*
- *City of Encinitas*
- *City of Laguna Beach*
- *City of Lancaster*
- *City of Loma Linda*
- *City of Rancho Cucamonga*
- *City of Saratoga*
- *Town of Hillsborough*
- *Town of Portola Valley*
- *San Diego County*
- *Mendocino County*

OTHER RELEVANT EXPERIENCE

United States Army Reserve, Human Intelligence Collector, 2004-Present

SAIC, Researcher for Detained Personnel in Bagram Afghanistan, 2011-2013

DENNIS LARSON

Senior Planner

Phone: 951-444-9379
Years of Experience: 24

Education/Degrees:

- *MA, Economics, California State San Diego*
- *BA, Geography, California State San Diego*

HAZARD MITIGATION PLANNER | GIS MAPPING TECHNICAL EXPERT | CLIMATE CHANGE SUBJECT MATTER EXPERT

Mr. Larson has 18 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies with measurable performance impacts.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates
Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim, Local Hazard Mitigation Plan Update*
- *City of Costa Mesa, Local Hazard Mitigation Plan*
- *City of Hollister, Local Hazard Mitigation Plan Update*
- *City of Huntington Beach Local Hazard Mitigation Plan Update*
- *City of Irvine, Local Hazard Mitigation Plan Update*
- *City of Loma Linda Local Hazard Mitigation Plan Update*
- *City of Rancho Cucamonga Local Hazard Mitigation Plan Update*
- *City of Stanton, Local Hazard Mitigation Plan*
- *City of Vernon, Local Hazard Mitigation Plan Update*

OTHER RELEVANT EXPERIENCE

- **San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element**
- **San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report**
- **San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report**
- **San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework**
- **City of Encinitas, FEMA Benefit-Cost Analysis for Coastal Hazard Resiliency**
- **City of San Diego, Otay Mesa Community Plan Update, Public Facilities, Safety, & Services Element**

CRYSTAL STUEVE

Senior Planner

Phone: 951-444-9379
Email: crystal@atlasplanning.org
Years of Experience: 15

Education/Degrees:

- *MA, 2017, Mass Communications & Journalism, Kent State University*
- *BS, 2012, Intelligence Management, Henley-Putnam University*

RESEARCHER | ANALYST | TECHNICAL WRITER AND EDITOR

Crystal Stueve has authored many classified government documents throughout her 19-year career in the military. Notable compositions include research and analytical reports on the Islamic State of Iraq and the Levant (ISIL) and militia groups within Iraq, and tactical and strategic reporting on Mexican Drug Trafficking Organizations and transnational organized crime that pose an immediate threat to national security. Additional documents include training manuals and unit standard operating procedures to enhance unit readiness and training capabilities.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates
Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim*
- *City of Costa Mesa*
- *City of Hollister*
- *City of Huntington Beach*
- *City of Rancho Cucamonga*
- *City of Stanton*
- *City of Vernon*

General Plan Safety Elements
Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim*
- *City of Encinitas*
- *City of Lancaster*
- *City of Loma Linda*
- *City of Rancho Cucamonga*
- *City of Saratoga*
- *San Diego County*
- *Mendocino County*

Emergency Operations Plan Updates
Supported the preparation of emergency operations plan updates for the following jurisdictions:

City of Costa Mesa, City of Loma Linda, City of Rancho Cucamonga, City of Newport Beach, Inyo County

OTHER RELEVANT EXPERIENCE

San Bernardino Police Department, Criminal Investigation Officer/EOC Specialist, 2018-2020

US Army Reserve, Human Intelligence Collector, 2014-Present

US Army Civil Affairs and Psychological Operations Command (Airborne) – Emergency Operations Center Analyst, 2012-2014

United States Army Reserve, Weapons of Mass Destruction Specialist, 2002-2012

ROBERT JACKSON

Assistant Planner

Phone: 951-444-9379
Email: robert@atlasplanning.org
Years of Experience: 2

RESEARCHER | ANALYST

Robert Jackson has worked for Atlas Planning as an assistant planner and has been an integral part in a multitude of projects since joining the team. He has experience in Local Hazard Mitigation Plan document preparation and updates. General Plan Safety Element update research, document review, and composition. While newer to the planning world, he has proven to be a valuable asset to the Atlas Planning Team.

Relevant and Current Project Experience

Local Hazard Mitigation Plan Updates

Supported the preparation and updates of Local Hazard Mitigation Plans for the following jurisdictions:

- *City of Anaheim, Local Hazard Mitigation Plan Update*
- *City of Costa Mesa, Local Hazard Mitigation Plan*
- *City of Hollister, Local Hazard Mitigation Plan Update*
- *City of Huntington Beach Local Hazard Mitigation Plan Update*
- *City of Irvine, Local Hazard Mitigation Plan Update*
- *City of Loma Linda Local Hazard Mitigation Plan Update*
- *City of Rancho Cucamonga Local Hazard Mitigation Plan Update*
- *City of Stanton, Local Hazard Mitigation Plan*
- *City of Vernon, Local Hazard Mitigation Plan Update*

General Plan Safety Elements

Supported the preparation of general plan safety element updates for the following jurisdictions:

- *City of Anaheim General Plan Safety Element Update*
- *City of Canyon Lake Safety Element Update*
- *City of Encinitas Safety Element Update*
- *City of Laguna Beach General Plan Safety Element Update*
- *City of Lancaster, General Plan Safety Element Update*
- *City of Loma Linda General Plan Safety Element Update*
- *City of Rancho Cucamonga General Plan Safety Element*
- *City of Saratoga General Plan Safety Element*
- *Town of Hillsborough General Plan Safety Element*
- *Town of Portola Valley General Plan Safety Element*
- *San Diego County General Plan Safety Element Update*
- *Mendocino County General Plan Safety Element Update*

Lee Rosenberg, CEM

Managing Principal

Years of Experience: 40 years

Education and Certifications

- Certified Emergency Manager (CEM), International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As the company leader, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 30 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008, where he provided support to states for numerous presidentially declared disasters. Before working for FEMA, Mr. Rosenberg completed a 30-year career in the US Navy, during which time he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Local Hazard Mitigation Plan Updates:

- City of Artesia
- City of Hawthorne,
- City of Lynwood
- Valley County Water District,
- City of Hermosa Beach
- Tulare County MJHMP

2015-2016 - San Francisco Bay Ferry/Water Emergency Transportation Authority, Emergency Response Plan (ERP) and EOP Revision

2006-2008 - FEMA RIX, Disaster Response Operations, Federal Coordinating Officer Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI

2004-2006 - US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area

1976-2006 - Captain, US Navy

Agreement No. 2023.04.04.01
Professional Services Agreement

This **Professional Services** Agreement ("Agreement") is dated **Tuesday, April 18, 2023** for reference purposes and is executed by the City of Brea, a California municipal corporation ("City"), and **Atlas Planning Solutions** a **C Corporation** ("Consultant").

RECITALS

A. City desires to retain Consultant as an independent contractor to provide the following **Professional Services**: **Preparation of a Local Hazard Mitigation Plan including the organization of four phases in accordance with the DMA 2000 planning requirement process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process for five (5) years after the HMP is approved.** for **Fire Services**.

B. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals and more specifically described in the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City's satisfaction (collectively, "Services").

2. Compensation

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule set forth in the attached **Exhibit A**.

B. In no event shall the total amount paid for the Services exceed the all-inclusive **lump sum** of **$ 71,340.00** ("Contract Amount"). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant's invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

3. Contingency Work.

A written amendment to this Agreement shall be executed for contingency work that increases the Contract Amount by more than 10.00% Contingency work that is below the foregoing limit may be approved in writing by the City Manager. Contractor's invoice shall include a detailed description of any approved contingency work.

4. Term.

The term of this Agreement shall commence **Tuesday, April 18, 2023** ("Effective Date"). Unless extended or earlier terminated as provided herein, **this Agreement shall expire upon satisfactory completion of the Services.** .

5. Time of Performance.

A. Consultant shall **commence the Services on the above Effective Date** and shall **complete the Services within the term of this agreement**, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term "force majeure event" means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant's lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

6. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by City.

7. Standard of Care.

Contractor's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Contractor shall maintain all professional licenses and certifications required to lawfully perform the Services.

8. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

C. Consultant shall comply with all applicable provisions included in the attached Special Provisions Section.

9. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant's utilization of subcontractors identified in Consultant's proposal for the Services.

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

10. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification

number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

12. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage
b. Personal Injury/Advertising Injury
c. Premises/Operations Liability
d. Products/Completed Operations Liability
e. Aggregate Limits that Apply per Project
f. Contractual Liability with respect to this Agreement
g. Broad Form Property Damage
h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

B. Automobile Liability

Automobile Liability Insurance is not required for this Agreement.

C. Workers' Compensation/Employer's Liability

Workers' Compensation and Employer's Liability Insurance is required for this Agreement as follows: i. Contractor certifies that Contractor is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement. ii. Contractor shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Contractor shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Contractor shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Contractor in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of "the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

Cyber Liability Insurance is not required for this Agreement.

F. Minimum Policy Limits Required

i. A.M. Best's Rating
Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

a. Commercial General Liability
$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal

injury, and property damage

b. Automobile Liability
$2,000,000 per occurrence (any auto) for bodily injury and property damage

c. Workers' Compensation and Employer's Liability
In the amount required by California law for Workers' Compensation Limit.
$1,000,000 per occurrence for Employer's Liability

d. Professional Liability
$2,000,000 per claim and aggregate (errors and omissions)

e. Cyber Liability
Cyber Liability Insurance is not required for this Agreement.

ii. Defense costs shall be payable in addition to the limits.

iii. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; 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 City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data(collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Contractor, its owners, officials, officers, employees, servants, subcontractors, contractors or agents (and/or any entity or individual for whom Contractor shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, or by City or any of the other Indemnitees. Contractor shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful

misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Contractor shall bear legal liability) in the performance of professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

14. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

15. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

16. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data

and files, and/or other media whatsoever created or developed by Contractor in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Contractor shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Contractor agrees that the compensation set forth in Section 2 of this Agreement includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16. B. Contractor hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above. C. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Contractor 's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Contractor shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

17. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Contractor by City, or otherwise acquired from City, in connection with Contractor 's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Contractor is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Contractor use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Contractor shall protect and maintain the security of City Data using methods providing not less than the level of security Contractor uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information. B. To the extent any City Data consists of

personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Contractor shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Contractor in connection with this Agreement. Notwithstanding the foregoing, Contractor shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Contractor shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access. C. Contractor shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

18. Party Representatives.

City hereby designates **Bill Gallardo**, or such person's designee, as the City Representative for this Agreement.

Consultant hereby designates **Aaron Pfannenstiel**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

19. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City	**Consultant**
City of Brea	**Atlas Planning Solutions**
1 Civic Center Circle	**6578 Barranca Drive**
Brea, CA 92821	**Riverside, CA 92506**
	USA
George Avery	**Aaron Pfannenstiel**
GeorgeA@CityofBrea.net	**aaron@atlasplanning.org**

(949) 435-9035 **(951) 444-9379**

20. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

21. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

23. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

24. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

25. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

26. City's Right to Employ Other Consultants.

City reserves its right to employ other Consultants to provide the Services or similar services.

27. Exhibits.

The attached **Exhibit A is** incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and any Exhibit, the provisions of this Agreement shall govern.

28. Entire Agreement.

This Agreement represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Atlas Planning Solutions

By: _____
Suzanne Murray
President
suzanne@atlasplanning.org

Date Signed: 3-30-2023

By: _____
Aaron Pfannenstiel
Chief Finance Officer
aaron@atlasplanning.org

Date Signed: 3-30-2023

[Corporation: 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. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

By: _____
Bill Gallardo
City Manager
BillGA@CityofBrea.net

Date Signed: _____

Attest (if over $25,000)

By: _____
Lillian Harris-Neal
City Clerk
LillianHN@CityofBrea.net

Date Signed: _____

SPECIAL PROVISIONS

No Special Provisions required for this Agreement.

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE
(Consultant's proposal attached)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

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

RECOMMENDATION

1. Approve the purchase of playground equipment from multiple manufacturers for a total of $1,891,816.00;
2. Approve the purchase of a prefabricated storage building from Public Restroom Company for $159,922.00; and
3. Authorize the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the equipment purchase price and authorize a vendor or manufacturer change for an approved equal.

BACKGROUND/DISCUSSION

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

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

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

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

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

On February 7, 2023, the City Council authorized the purchase of a prefabricated restroom/concession building, restroom/storage, and two trash enclosures. The concept plan for the all-accessible playground was also shared and approved by the City Council at the February 7, 2023 meeting. Since then, staff has received project cost estimates that were higher than anticipated and have been working on mitigating some of those costs without compromising the original priorities of the City Council, the Parks, Recreation and Human Services Commission, and the community.

Based on the extensive outreach and input received, staff and the architect have selected playground shade structures from one manufacturer and play equipment from seven manufacturers that offer various sensory opportunities throughout the accessible playground. As the plans have developed from concept to construction documents, it has become clear that purchasing a prefabricated storage building is much more affordable than designing and constructing an independent storage building. The storage building architecture will match the previously ordered restroom and trash structures. Due to lead times for the building and play equipment, staff recommends orders be placed now with the different manufacturers to avoid cost increases of up to 30-50%, which could occur in a General Contractor's bid. The proposed play equipment and storage items are in the detailed table below:

Manufacturer/Vendor	**Cost**	**Lead Time**
Landscape Structures Flower Petal Shade Structures (7)	$232,558.00	3–12 Months
Landscape Structures - Freestanding Play Equipment	$253,760.00	3–12 Months
Goric	$129,637.00	3–12 Months
David Bang (Berliner, Playworld, Gametime)	$253,695.00	6–12 Months
QCP	$26,252.00	3–12 Months
Pacific Play	$645,395.00	6–12 Months
Barbara Butler Play Theater	$78,097.00	3–12 Months
Jen Lewin	$112,500.00	3–12 Months
Public Restroom Company Prefabricated Storage Building	$159,922.00	9 Months
Total (includes tax and freight):	**$1,891,816.00**	

Differences in this report from the original March 7, 2023 City Council staff report include:

- The total cost here is $95,551.00 less than the original request of $1,987,367.00.
- Seven flower petal shade structures were added to the purchase request to eliminate timing issues for any site furnishings associated with the playground.
- A prefabricated storage building was added to the purchase request that will result in a savings to the project for not having to construct a custom-building.
- The City Manager’s authority for a change order is raised from 5% to 10% for additional flexibility in fine-tuning the playground pieces, if required.
- Requesting authorization for the City Manager to execute a vendor or manufacturer change for an approved equal to allow further cost savings without sacrificing quality.

Once the purchase orders are issued, the general contractor will be required to coordinate the delivery of the equipment. The table above does not include installation costs reflected in specific attached quotes that the general contractor will address in their bids. The specifications will require a certified playground installer and certified playground inspector to handle and observe the equipment installation.

COMMISSION/COMMITTEE RECOMMENDATION

This item was review at the Finance Committee's meeting on April 11, 2023, and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

Staff recommends purchasing the prefabricated storage building, playground shade structures, and playground equipment from multiple manufacturers, as detailed above, for the Arovista Park Modernization at $1,891,816.00. Funding is available in the CIP budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jenn Colacion, Community Services Senior Management Analyst and
Sean Matlock, Deputy Director Community Services
Concurrence: Michael Ho, P.E., Director of Public Works/City Engineer

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Attachments

Goric Quote
David Bang Quote 1
David Bang Quote 2
QCP Quote
Pacific Play Quote
Barbara Butler Quote
Jen Lewin Quote
Storage Building Public Restroom Company Quote

Goric Marketing Group USA, Inc.
464 Common St. #148
Belmont, MA 02478
P: 617-744-0772
F: 617-744-1037
http://www.goric.com/

Quote

Date : Mar 31, 2023
Quote #: GO9661
Valid until : May 1, 2023

Sales Representative : Madalene Sullivan
Phone : (617) 744-0772
Email : Madalene@goric.com

BILL TO :

SHIP TO :

Project : Arovista Park Playground - Brea, California
Client : City of Brea, CA - Public Works

Delivery Time : See note on last page
Terms : 50% deposit, balance upon delivery

Product Details	Qty	List Price	Total
K&K Viking Swing (3.0) - galvanized steel 0-40770-001 List price for galvanized steel: $23,400.00 Powder coat fee for posts and top crosser: $5,330.00. Total: $28,760.00 Powder coat color: Swing Post and Crossbeam: Turquoise RAL 5018, Pale Green RAL 6021.	1	$ 28,760.00	$ 28,760.00
Dish 500-00-149 With speed limiter, requires 6' use zone. (Also available without a speed limiter, requiring 9' use zone, inquire for price.) *Underside and post can be any classic RAL color (2-component PU finish), for no additional charge. Top surface: EPDM, Dark Green Colors: Underside and Post: Turquoise, RAL 5018; Pale Green, RAL 6021.	1	$ 19,790.00	$ 19,790.00
Eddy Water Play System 0-34072-500 Includes Winder Pump. (As priced, requires 1' grade change per drawings, modifications are possible based on your site conditions.) System price: $32,320.00 Powder coat fee for pump: $680.00 Powder coat fee for system: $2,930.00. Total: $35,930.00 Powder coat in Blue lilac, RAL 4005.	1	$ 35,930.00	$ 35,930.00
Chips 500-00-157 Seat color: Bright blue.	1	$ 4,450.00	$ 4,450.00

Product Details	Qty	List Price	Total
Giddy Whirligig 500-00-364	1	$ 11,500.00	$ 11,500.00
Requires 9' use zone, but may overlap 3' with another use zone. Ball Top and Base can can be any classic RAL color (2-component PU finish), for no additional charge. Colors: -Primary Colors: Sky Blue, RAL 5015 -Secondary Colors: Traffic Blue, RAL 5017			
K&K Tightrope 0-52126-001	1	$ 8,320.00	$ 8,320.00
Rope color: Blue.			
Cajon (set of 3) PPCAJ3	1	$ 5,670.00	$ 5,670.00
Freight - shipping & handling	1	$ 15,217.00	$ 15,217.00
Lead time: 18-28 weeks.			
		Sub Total	**$ 129,637.00**
		Taxes Additional If Applicable	**$ 0.00**
		Total Amount	**$ 129,637.00**

. . .

To Order: Please send deposit payment, signed copy of this quote and purchase order (if applicable). Include billing and shipping address, contact names and phone numbers.

_____

Customer name, print and sign

Terms and Conditions

Delivery Time: Commences from receipt of deposit payment and approved submittals.

Shipping and Handling: Unloading of materials at delivery is the responsibility of the customer. An accurate inventory should be taken at delivery and any missing or damaged pieces should be noted on the BOL and given to driver and reported to Goric. The truck driver will not unload equipment. Please contact fatima@goric.com if you need a quote for any special unloading requirements.

Payments: Make checks payable to Goric and mail to 464 Common St #148, Belmont, MA 02478. To wire payment or to send by express courier, contact fatima@goric.com for instructions.

since 1979

dave bang associates inc.

Estimate

CA255960

To: **City of Brea**
Attn: Bill Bowlus
1 Civic Center Circle
Brea, CA 92821

Estimate Date	Salesperson
03/22/2023	Marc Gutfeld

Arovista Park - Hill Slides

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms
14-22 Weeks	Truck - CA	Brea	Net 30 CMAS #4-22-12-1015

Quantity	Description	Unit Price	Total Extended
	Playworld # C23070SP		
4	Playworld # ZZCH0007, 3.5in OD x 100in STEELPOST W/ RIVETED CAP	$215.00	$860.00
2	Playworld # ZZCH3215, SLITHER SLIDE BALCONY/ SLIDE-A-SIDE	$3,599.00	$7,198.00
12	Playworld # ZZUN3207, SLITHER SLIDE 2.0 (STRAIGHTSECTION)	$569.00	$6,828.00
2	Playworld # ZZUN3208, SLITHER SLIDE 2.0(RIGHT SECTION)	$569.00	$1,138.00
2	Playworld # ZZUN3209, SLITHER SLIDE 2.0(LEFT SECTION)	$569.00	$1,138.00
6	Playworld # ZZUN3257, ORIGINS HILL SLIDE ANCHOR LEG (1ft)	$245.00	$1,470.00
	Subtotal		$18,632.00
	Less CMAS Discount		($3,353.76)
1	Shipping *Due to current freight cost volatility, please contact us to confirm shipping price is valid prior to ordering.	$1,437.00	$1,437.00

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

THANK YOU FOR THIS CHANCE TO ESTIMATE

Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Subtotal	$16,715.24
Tax (7.75%)	$1,184.05
Total	$17,899.29

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

*Assembly and Installation NOT included unless otherwise noted

*Payment and Performance bonds are NOT included unless otherwise stated.

If required, additional charges will apply. Please call for details!

*Customer responsible for quoted quantities and model numbers, please check!

*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

*Installation does NOT include jackhammering. Please call for details.

*Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - $2,000,000.00

Aggregate - $2,000,000.00

General Liability Limits:

Deductible - $2,500.00

Each Occurrence - $1,000,000.00

Damage to Rented Premises - $100,000.00

Medical Expense - $5,000.00
Personal & Adv Injury - $1,000,000.00
General Aggregate (per project) - $2,000,000.00
Products Comp/OP Agg - $2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit $1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - $1,000,000.00
Disease (Ea Employee) - $1,000,000.00
Disease (Policy Limit) - $1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

Estimate

CA256024

To: **City of Brea**
Attn: Bill Bowlus
1 Civic Center Circle
Brea, CA 92821

Estimate Date	Salesperson
03/24/2023	Marc Gutfeld

Arovista Park - Berliner Equipment

Due to current market conditions, our estimates are valid for only 14 days and are subject to change due to market volatility

Estimated Shipping Date	Shipped Via	FOB	Terms
13-17 Weeks	Truck - CA	Brea	Net 30

Quantity	Description	Unit Price	Total Extended
1	Berliner # Cloverwood	$176,065.00	$176,065.00
1	Berliner # UDB Whitewater.03	$23,288.00	$23,288.00
	Subtotal		$199,353.00
1	Shipping *Due to current freight cost volatility, please contact us to confirm shipping price is valid prior to ordering.	$20,991.00	$20,991.00

THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS	**Subtotal**	$220,344.00
THANK YOU FOR THIS CHANCE TO ESTIMATE	**Tax (7.75%)**	$15,449.86
Dave Bang Associate, INC. IS PLEASED TO SUBMIT THE ABOVE ESTIMATE FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS ESTIMATE IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS, AND IS VALID FOR 14 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.	**Total**	$235,793.86

Accepted By
Print Name: _____ Signature: _____ Date: _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

THANK YOU!

Terms & Conditions

1. General Notes

*Assembly and Installation NOT included unless otherwise noted

*Payment and Performance bonds are NOT included unless otherwise stated.

If required, additional charges will apply. Please call for details!

*Customer responsible for quoted quantities and model numbers, please check!

*Price reflects quoted quantity. Please request revision if alternate quantity is desired.

2. Payment / Ordering

*TO ORDER, please sign quote and return via email or fax to avoid any shipping delays. Fax or email copy deemed to be legal equivalent of original. If Payment with Order is required, please sign quote below and return with payment. All past due accounts subject to 1 ½% monthly finance charge. In the event legal action is required to effect collection venue shall be Orange, CA.

3. Shipping / Unloading

*Shipped by Common Carrier – Customer will need 2-4 people to unload. Liftgate NOT included. Items will be boxed and / or stretch wrapped to pallets and customer is responsible for offloading. Delivery Drivers do NOT unload

**IMPORTANT: Customer is responsible for receiving and checking quantities and condition at time of delivery - Please note any shortages or damages on delivery copy.

*Notwithstanding anything to the contrary in any Contract Documents, Customer understands that estimated shipment times for materials are an estimate only. We have no control over shipment dates. We thus make no guarantee to Owner or Customer regarding the projected shipment dates for materials and shall not be liable for any loss caused by the timing of shipments

4. Engineered Wood Fiber

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Customer to provide access for Engineered Wood Fiber delivery with tractor truck and 53' trailer.

*Compaction of the Engineered Wood Fiber is NOT included in the installation cost, if desired, please request an updated proposal. If Compaction of the Engineered Wood Fiber was purchased, a high capacity water source such as a hydrant must be available. If applicable, the cost of a meter and / or the cost of the water is NOT included in the proposal. If we need to acquire the meter and / or pay for the water, please request an updated proposal

5. General Notes for Purchased Installation

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders, prep work, flat work, grading, rerouting of water, electric, drainage or sprinkler lines unless otherwise noted in the proposal

*Demo of existing equipment or safety surfacing is NOT included unless otherwise stated in the proposal

*ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply.

*ACCESS CLAUSE: Installation based on clear access to area. Crane service is NOT included. Customer to provide access for bobcat to work area, bobcat will be provided by installer. Minimum access shall be 7' wide and 7' high. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided.

*UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Dig Alert CANNOT locate any private lines, PVC or plastic water lines. Installation does NOT include repair or relocating any underground utilities, such as drainage, irrigation, live water lines, main low voltage lines, gas, electrical, communication, or sewer etc. Customers responsibility to provide locations of any utilities prior to commencement of work.

*Customer is responsible for all landscape repairs such as, but not limited to damaged trees, bushes, lawn, curbing, sidewalks and/or asphalt paving caused by materials truck and/or 2-ton bobcat needed to complete project.

*Installation does NOT include ground preparation, excavation, safety surfacing, and/or safety surfacing borders unless otherwise noted

*Before we proceed with the playground installation, the playground area MUST be compacted, be free of debris, and excavated accordingly. Please call for details.

*Concrete pad for surface mount items NOT included and MUST be provided by customer unless otherwise stated.

*Surface mount anchoring to asphalt and paver areas is NOT included unless otherwise stated.

*Private Utility Locator is NOT included unless otherwise noted. Private Utility Locator CANNOT locate any PVC or plastic water lines

*Installation does NOT include saw cutting and/or core drilling unless otherwise noted

*Installation does NOT include jackhammering. Please call for details.

*Area MUST have normal soil conditions and be level.

*All Athletic Equipment Goals such as soccer, football, etc, install location MUST be marked out by customer prior to installation, if installation was purchased

6. Temporary Fencing

*Security guards and/or temporary fencing to prevent injuries, vandalism and/or accidental damage to install area or to the rubberized surface while it sets is NOT included unless noted on quote. If desired, the installers can put up caution tape, but Temporary Fencing is recommended. Although the fencing, if provided, is intended to provide this security, the overall security of the property is ultimately the responsibility of customer. We are not responsible for any vandalism or injuries even with the provision of the fencing.

7. ADA Access

*Play Equipment MUST be installed over an impact-absorbing surface such as ADA compliant Engineered Wood Fiber or Rubber Surfacing. If not quoted, please call for details.

*This area is NOT ADA compliant without the installation of compliant surfacing and an accessible route up to and into the playground area. Please call for details.

8. Poured-in-Place Rubber Surfacing

*Rubber Surfacing cure time is normally 48-72 hours and can vary depending on weather conditions.

*Rubber Surfacing cannot be installed during extreme weather conditions and may also not be installed if rain or frost is forecast during the cure time.

*48-Hour Manned Security is NOT included for rubber.

9. Shade Shelters (non DSA)

*Shade Shelter installation price EXCLUDES – unless otherwise stated in this quote - engineering, permits, permit submittal, site plans, special inspections, soil reports, impact fees, special assessment fees. Customer is responsible for any and all of these items if required by the City.

*Shade Shelter manufacture time is 6-8 weeks. Permitting can add 2-4 weeks or more to lead time. PLEASE NOTE: Shade Orders are NOT released into production until permit is issued!

*Shade Shelter installation price EXCLUDES concrete pad, footings, masonry columns, electrical wiring and lights unless otherwise noted.

10. Shade Shelters (DSA)

**6-8 Week lead time is AFTER DSA approval by your architect of choice

* Customer to receive shade shelter. If receiving by us is needed, please call for pricing and details!

* Job to be completed in one mobilization. Additional moves will be additional pricing if we are required to remobilize due to schedule issues, stop work or a delay in work not caused by us

*Pricing does NOT include, architectural drawings, site/plot plans, DSA submittal fees, job site inspector fees, shop welding inspection fees, and/or permits

*DSA in-plant Welding Inspector to be hired by the School District. Welding Inspector fee has NOT been quoted.

*School District / Architect responsible for submission of plans to DSA for DSA approval

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

*Fabrication cannot start until inspections have been coordinated, colors have been selected, and approved plans received.

11. Prevailing Wages

*Prevailing Wages NOT included unless otherwise noted. (ie: Davis Bacon, TERO, ect.) If this is a Prevailing Wage project, please request alternate pricing.

*If Prevailing Wages / Davis Bacon Wages were INCLUDED, all other special work fees NOT included - Additional Labor Charges may apply if alternate labor is required.

*If DIR Project Registration is required, work may not begin until we receive DIR Project ID number

12. Indemnity Provision

*Notwithstanding anything to the contrary in any Contract Documents we shall have no duty to defend or indemnify Owner, Customer, or any other party we agree to defend or indemnify in any Contract Documents for that portion of any claim arising out of the comparative fault of any party we agree to defend or indemnify in any Contract Documents.

13. Insurance

Available Insurance

Umbrella / Excess Liability:

Each Occurrence - $2,000,000.00

Aggregate - $2,000,000.00

General Liability Limits:

Deductible - $2,500.00

Each Occurrence - $1,000,000.00

Damage to Rented Premises - $100,000.00

Estimate

CA256024

Medical Expense - $5,000.00
Personal & Adv Injury - $1,000,000.00
General Aggregate (per project) - $2,000,000.00
Products Comp/OP Agg - $2,000,000.00
Excludes Contractual Liability
Available Endorsements:
Additional Insured Ongoing Operations CG2010
Additional Insured Completed Operations CG 2037
Primary Noncontributory IFG-G-0094
Waiver of Subrogation CG 2404
Per Project Aggregate IFG-G-0065
Per Location Aggregate IFG-G-0064
Auto Liability Limits:
(Any Auto, Hired Autos, Non-Owned Autos)
Combined Single Limit $1,000,000.00
Available Endorsements:
Auto Blanket Additional Insured/Waiver of Subrogation CAT353
Workers Compensation and Employers Liability:
Each Accident - $1,000,000.00
Disease (Ea Employee) - $1,000,000.00
Disease (Policy Limit) - $1,000,000.00
Waiver of Subrogation Endorsement available upon request
CA WC040306

Initial: _____

Twist & Shout

Cloverwood Product Specification

Published: Februar 2020

Cloverwood

Playgrounds and art can be combined wonderfully in public spaces, as is proven by Cloverwood. Thanks to the warmth of its wood and its undulating curves it is at once inviting and aesthetically appealing. Both the frame and the flat netting offer playground fans an exciting challenge on which to climb, relax and balance.

When seen from above, it takes the form of a four leafed clover. This lucky clover shape finds representation in the aluminum fixture Berliner developed for the spatial net structures, the so-called cloverleaf ring - a symbol of safety and technical innovation.

The frame is made of laminated larch, across which the rope netting is stretched, each rope of which enters a patented Charlotte-Connector, itself incorporated into a wooden frame. Through steel connectors, Cloverwood achieves its interesting shape and stability.

Berliner

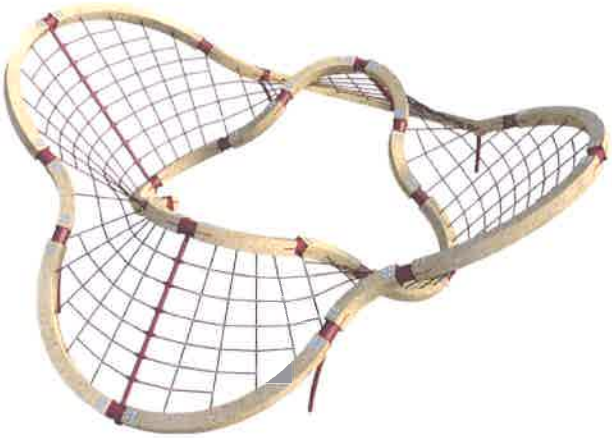
Play equipment for life

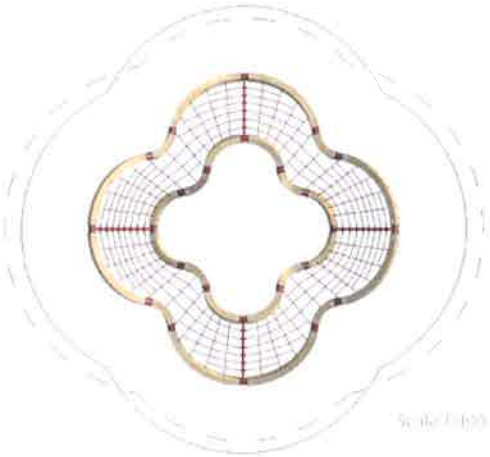
Cloverwood

Published: Februar 2020

90.100.043.4

Product Family	Twist & Shout
[illegible]	8,7 x 8,7 x 2,7 28-5 x 28-5 x 8-10
Protective Surfacing Area acc. to DIN EN 1176 (m) Protective Surfacing Area acc. to ASTM/CSA (m) Protective Surfacing Area acc. to ASTM/CSA (ft)	11,7 x 13,3 12,4 x 12,4 40-5 x 40-5
[illegible]	2,67 8-10
Age	5-12
[illegible]	113.3 1171.8
Number of Foundations	8
[illegible]	367.3
Number of skilled installers required	2-3
[illegible]	12 hours
Dimensions of Largest Part (" "):	On request
[illegible]	On request
Shipping Volume (ft³)	On request
[illegible]	On request
Spare Part Guarantee	Lifelong





Technical Data

[illegible]

Wood:

[illegible]

Tubes:

[illegible]

Ropes:

[illegible]

Planar Nets:

[illegible]

Charlotte-Connector

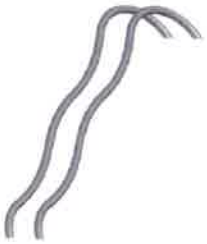
[illegible]

Steel Connectors

[illegible]

White Water.02 – Product Specification

URBAN DESIGN



White Water.02

To some people a whitewater river is just a beautiful sight to behold. To others, it is there for a ride on a raft or in a kayak. The White Water.02 is also a piece of design that is nice to behold. To some others it is even more: an imaginary slide.

White Water.02 – at a glance.

Product Family:	**Playpoints**	Number of Foundations:	**2 pc.**
Item Number:	**90.260.602**	Concrete Volume C20/C25:	**0.41 m³ (14.5 ft³)**
Children´s Age:	**5+**	Number of skilled installers required:	**2**
Fall Height (DIN EN 1176):	**0.6 m (2'-0")**	Installation Time without foundation:	**2 hours**
Length x Width x Height:	**3.8 m x 0.9 m x 2.3 m (12'-6" x 3'-0" x 7'-7")**	Dimensions of largest part:	**1.1 m x 4.5 m x 1.2 m (3'-8" x 14'-10" x 4'-0")**
Protective Surfacing Area (DIN EN 1176):	**6.8 m x 3.9 m**	Weight of the heaviest part:	**110 kg (243 lbs)**
Protective Surfacing Area (ASTM 1487):	**7.4 m x 4.5 m (24'-4" x 14'-10")**	Shipping Volume:	**6.0 m³ (212 ft³)**
		Shipping Weight:	**130 kg (287 lbs)**
Minimum space required DIN EN 1176:	**23.8 m²**	Spare part guarantee:	**Lifelong**
Minimum space required ASTM 1487:	**29.9 m² (322 ft²)**	Certificate according to DIN EN 1176:	**No.: Z2 15 06 10256 232 TÜV Product Service**

Technical Data.

The following text can also be used for tenders.

Tubes:

Two bent stainless steel tubes, Ø 88.9 mm (2 3/8"), wall thickness 5.0 mm (13/64")

White Water.03
90.260.603

White Water.04
90.260.604

Berliner

Berliner Seilfabrik
Play Equipment Corporation
96 Brookfield Oaks Drive, Suite 140
Greenville, SC 29607

T + 1 864 627 1092
F + 1 864 627 1173

www.berliner-playequipment.com
info@berliner-seilfabrik.com

DESIGNED & BUILT ■ SOUTHERN CALIFORNIA

QUOTATION

Quote No. 0008472
Quote Date 3/31/2023
Expiration Date 4/30/2023

TO:
CITY OF BREA (CIVIC CENTER DR)
ATTN: ACCTS. PAYABLE
BREA, CA 928215732
USA

(714)990-7694

ATTN:
EMAIL: billb@cityofbrea.net

SHIP TO:
AROVISTA PARK
500 W IMPERIAL HIGHWAY
BREA, CA 92821

ATTN: BILL BOWLUS 714-990-7694

Cust No.	Reference	Salesperson	Specifier	F.O.B.	Expiration
003580	NET 30	GOTZ /ULRICH	DAVID VOLZ DESIGN-FOUNTAIN \	DESTINATION	30 DAYS

Ln	Quantity	UM	Part	Description	Price	Extension
001	13	EA	Q2KERNEL-S-SRC	26-3/8"L X 17-7/16"HT SMALL PRECAST CONCRETE KERNEL C-FRENCH GREY, T-STRATA, PERMASHIELD 4200 SEALER	1179.0000	15,327.00
002	3	EA	Q2KERNEL-L-SRC	54-9/16"L X 17-1/8"HT LARGE PRECAST CONCRETE KERNEL C-FRENCH GREY, T-STRATA, PERAMSHIELD 4200 SEALER	2487.0000	7,461.00
800	1		FREIGHT	FREIGHT CHARGES	1575.3700	1,575.37
				TOTAL ESTIMATED TAX $		1,888.17
				Total for Quote $		**26,251.54**
				"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER. DELIVERY REQUESTED ON:_____ (PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE).		

Please issue all purchase orders to QCP Corp. PO Box 639, Norco, CA 92860-0639. QCP is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify QCP at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order. When applicable, price includes delivery and offloading with QCP's crane equipped truck. Placement, if not accessible with QCP's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by QCP Corp. QCP Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others. All products are made to order. No exchange and no refunds.

The above Price Quotation is subject to the Terms and Conditions contained on the following page and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. **Credit terms subject to change pending account verification.**

By:_____

Date:_____

DESIGNED & BUILT ■ SOUTHERN CALIFORNIA

QUOTATION

Quote No. 0008472
Quote Date 3/31/2023
Expiration Date 4/30/2023

TO:
CITY OF BREA (CIVIC CENTER DR)
ATTN: ACCTS. PAYABLE
BREA, CA 928215732
USA

(714)990-7694

ATTN:
EMAIL: billb@cityofbrea.net

SHIP TO:
AROVISTA PARK
500 W IMPERIAL HIGHWAY
BREA, CA 92821

ATTN: BILL BOWLUS 714-990-7694

Cust No.	Reference	Salesperson	Specifier	F.O.B.	Expiration
003580	NET 30	GOTZ /ULRICH	DAVID VOLZ DESIGN-FOUNTAIN \	DESTINATION	30 DAYS

Ln	Quantity	UM	Part	Description	Price	Extension

TERMS & CONDITIONS

QCP PRODUCTS, PURCHASED NEW, ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QCP. QCP SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QCP OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, QCP shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without QCP written prior-authorization, QCP is only liable to replace, or credit you, at QCP option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

QCP shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond QCP's control. If QCP, in its discretion, determines that its performance would result in QCP incurring a loss because of causes beyond QCP control, QCP may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of QCP credit department. QCP reserves the right to demand you give a security interest in your inventory to QCP before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, QCP may defer further shipments or may at its option cancel any unshipped balance. No failure of QCP to exercise any right accruing from any default by you shall impair QCP's rights in the event you subsequently default. In the event QCP has a security interest in your inventory, this invoice shall become a demand notice.

QCP shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, QCP may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in QCP and the right to repossess shall be in addition to any and all other remedies QCP may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, or state laws of which merchandise is to be delivered, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in QCP's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which QCP may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to QCP.

The above Terms and Conditions represent the entire agreement between QCP and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both QCP and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

By:_____

Date:_____

PURCHASE ORDER

Customer	Project	City of Brea
City of Brea 1 Civic Center Circle 3rd Floor Brea, CA 92821-5732	Estimate #	2023-439
	Date	3/31/2023
	Terms	Net 30
	Valid for	30 Days

Pacific Play Systems, Inc.

www.pacificplayinc.com

Description	Qty	Rate	Total
Project Name - Arovista, City of Brea			
Project Address - TBD			
Delivery Address - Brea, CA 92821			
Scope of Work: Supply equipment and/or materials as outlined below. No labor of any kind or any other products and/or services are included in this proposal, unless it is clearly noted per below.			
LF001 Bean Mound, Dimensions: 12-'10" x 8'-4" x 1'-11"	1	4,654.00	4,654.00T
LF002 Dome Mound, Dimensions: 8'-0" x 8'-0" x 2'x1"	4	4,654.00	18,616.00T
SC214-9 Listening Dish, Dimensions: 9'-4" x 2'x3" x 8'-3"	1	11,580.00	11,580.00T
Sub-total			34,850.00
Freight & delivery costs	1	7,844.12	7,844.12
Processing fees, No Charge	1	0.00	0.00
Sub-total			7,844.12
Terms: Net 30			
Exclusions: 1. Labor of any kind, installation & handling. 2. Dealing with 3rd party entities such as lenders, management companies, contract compliance companies. 3. Scope of work only includes items that are clearly listed above and excludes anything that is not clearly listed.			
We are pleased to submit this Purchase Agreement (hereafter referred to as Agreement) for your review and approval. To place an order, please sign and return a copy to us. By signing below, you (the Purchaser) acknowledge that you are entering into a binding contract with Pacific Play Systems, Inc. for the Scope of Work outlined in this Agreement and agree to its terms and conditions. All payments are due per terms outlined in this agreement. Past due balances are subject to an annual interest rate of 18%. If timely payments are not made by Purchaser and collection becomes necessary, Pacific Play Systems, Inc. shall be entitled to collect interest and all reasonable costs incurred to the extent allowed by law.			
ACCEPTED BY: Purchaser (Company Name):_____ Date Accepted: _____ Signature: _____ Signed By: _____			
Attached Exhibit B (Terms and Conditions) shall be made a part of this Contract.	**Total**		

PURCHASE ORDER

Customer		
City of Brea 1 Civic Center Circle 3rd Floor Brea, CA 92821-5732	**Project**	City of Brea
	Estimate #	2023-439
	Date	3/31/2023
	Terms	Net 30
	Valid for	30 Days

www.pacificplayinc.com

Description	Qty	Rate	Total
Pacific Play Systems, Inc. Date accepted: _____ Signature: _____ Signed By: Contractors License #957776, Classifications: A, B, C61-D12, C61-D-34			
CA Sales Tax, Orange County		7.75%	2,700.88
Attached Exhibit B (Terms and Conditions) shall be made a part of this Contract.	**Total**		**$45,395.00**

EXHIBIT B - PURCHASE AGREEMENT TERMS AND CONDITIONS (Rev. 9-12-2022)

1. ACTS OF GOD: In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, interruption of electrical power or other utilities, shortages of materials and/or labor, manufacturing issues or delays beyond its control, failures or damage reasonably beyond its control, pandemic related issues, or other causes reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes. Pacific Play Systems, Inc. and Customer shall notify each other as soon as reasonably possible following the occurrence of an event described in this subsection.

2. ASSIGNMENT: Purchaser may not assign this Purchase Agreement (hereafter referred to as Agreement), by operation of law or otherwise, without the prior written consent of Pacific Play Systems, Inc. This Agreement shall be binding upon and inure to the benefit of Pacific Play Systems, Inc. and the Purchaser, and their successors and permitted assigns.

3. ATTORNEY FEES & EXPENSES: In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit, including any fees and costs incurred in preparation of such suit.
Contract Exhibit B

4. COST ESCALATION CLAUSE: Given the recent dramatic increases in the cost of materials, labor and freight, if Pacific Play's cost of materials, labor or freight associated with any portion of this project increases by over 5% by the time this project gets installed, Customer shall be responsible for paying the additional cost.

5. DISCOUNTS: Discounts (if any) provided are valid only if Customer completely fulfills his or her obligations under this Contract for the scope identified, including making timely payments per Payment Terms of Contract. Customer's failure to pay amounts due under this Contract in a timely fashion or reducing the scope of work shall constitute forfeiture of all discounts provided under this Contract and shall increase Contract sum by the amounts of discounts provided.

6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of California. Jurisdiction shall be the County of San Diego, North County Judicial District.

8. INDEMNIFICATION: To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Pacific Play Systems, Inc. and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the sale and installation of equipment and/or materials sold by Pacific Play Systems, Inc., provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or sub-contractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim,

Pacific Play Systems, Inc. - 3288 Grey Hawk Court, Carlsbad, CA 92010,
Phone 760-599-7355 – E-mail: Sales@PacificPlayInc.com

damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

9. INSURANCE REQUIREMENTS: Pacific Play Systems, Inc. will not provide any insurance coverage in excess of Pacific Play Systems, Inc.'s standard insurance policies. A copy of the Pacific Play Systems, Inc.'s standard insurance policies is available for Purchaser's review prior to acceptance of this Agreement.

10. This Purchase Agreement excludes any labor of any kind or handling of equipment or materials. Purchaser shall be responsible for proper installation of equipment and materials purchased per manufacturer's installation instructions and shall not be entitled to back charge Pacific Play Systems for any installation errors, delays, installation, or labor related issues, etc. no matter what the reason is.

10. LIABILITY LIMIT: To the extent permitted by law, Pacific Play Systems' liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from this Agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, installation, resale, repair or use of any products or services covered by or furnished under this Agreement, shall in no case exceed the price of the products, services or parts thereof which gives rise to this claim. In no event shall Pacific Play Systems, Inc. be liable for special, incidental or consequential damages, or for damages in the nature of penalties.

11. LEAD TIME: Unless otherwise noted, due to continuing supply chain issues and materials shortages, lead time for delivery of equipment is approximately 32 weeks (+/-) AFTER receipt of a signed Contract, deposit and color selection from the Customer. Lead time does not include time needed for shipping, site work and installation. Lead time may vary for different projects and different products, depending on product, size and Scope of Work.

12. MAINTENANCE: Customer shall be responsible for maintenance and upkeep of all acquired equipment and materials associated with this Contract, including but not limited to maintenance of equipment, materials, surfacing, drainage system, etc. Playground equipment and surfacing require daily, weekly and monthly inspections. It is common that some bolts may come loose after the initial installation and some use, particularly in moving parts. It shall be Customer's responsibility to inspect for loose or missing hardware and attend to it as needed.

13. NOTICES: All notices required by this Agreement shall be in writing and be delivered via email, United States Certified Mail, addressed to the party to whom such notices are directed. Either party may change its address for notices hereunder by giving notice to the other party in the same manner as provided herein.

14. OWNERSHIP: Once equipment and/or materials are delivered to the Purchaser's premises, it is considered delivered and Purchaser shall become responsible for its security. All costs associated with replacement of vandalized and/or stolen equipment, materials shall be Purchaser's responsibility.

15. PAYMENT TERMS: All payments are due per Contract 's Payment Terms. Past due balances are subject to an annual interest rate of 18%, or the maximum allowed by law, whichever is greatest. If payments are not received on time and collection becomes necessary, aside from adding interest, all discounts provided shall be reversed and added to the contract sum and Pacific Play Systems, Inc. shall be entitled to collection costs incurred plus attorneys' fees & expenses to the full extent allowed by the

Pacific Play Systems, Inc. - 3288 Grey Hawk Court, Carlsbad, CA 92010,
Phone 760-599-7355 – E-mail: Sales@PacificPlayInc.com

applicable laws. Additionally, Pacific Play Systems, Inc. may suspend all warranties until such time that all past due balances, interest and fees are paid in full.

16. RETURNS: Equipment, materials associated with this Contract are highly customized and shall be considered Non-Returnable. Once the Contact is signed and equipment, materials and services are ordered, it cannot be cancelled. No Returns or Substitutions are permitted under this Contract, unless agreed to in writing by Pacific Play Systems, Inc. If Pacific Play Systems, Inc. agrees to a change involving a reduction in the Scope of Work or the Contract Sum after the award of Contract, Pacific Play Systems, Inc. shall be entitled to charge the Customer a fee 30% of the cost of items deleted for the time and effort put forth into processing those items. Additionally, any discounts associated with the deleted items shall be reversed.

17. SEVERABILITY: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. SHADE STRUCTURES: Shade structures, shade sails, umbrellas, shelters and canopies (hereafter referred to as Shade Structures) included in the Scope of Work (if any) are non-engineered (no calculations or engineering drawings are provided), non-structural (not rated for fire, wind or earthquakes), unless otherwise noted in writing. Non-engineered, non-structural Shade Structures are considered temporary structures and will not be suitable for installation at locations that require obtaining a permit. It shall be Customer's responsibility to determine if a permit is required for these Shade Structures and communicate same with Pacific Play Systems, Inc. in writing, prior to executing this Contract so that Shade Structures can be designed, fabricated and priced accordingly for the structural upgrades needed for engineered structures so that a permit can be obtained by others. Unless otherwise noted, if Pacific Play Systems, Inc. is instructed to obtain a permit, all associated engineering costs shall be billed at cost plus 20% as well as staff time at the rate of $120/hour, plus all applicable costs, permit fees, etc.

19. SHORT SHIP CLAIMS: Purchaser has five (5) days from receipt of the equipment and/or materials to file a short ship or damage report in writing to its sales representative. Pacific Play Systems, Inc. will not honor claims made after this time.

20. STORAGE FEES: If the project is delayed for any reason due to factors beyond Pacific Play Systems, Inc. control, Customer shall become responsible for paying storage fees billed at cost plus 20%. If a storage container becomes necessary to secure the equipment on site, Customer shall become responsible for covering its cost plus 20%.

21. SUCCESSION & ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. A Party may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party. Purchaser shall not assign this Agreement to any third-party implementation agencies such as property management companies, contract compliance agencies, etc. without the prior written consent of Pacific Play Systems, Inc.

22. TERMINATION: This Contract shall not be terminated by either party without material cause. Pacific Play Systems, Inc. may terminate this Contract with Customer for lack of payment and for other material breach, if not cured within 10 days of receipt of a written notice to Customer. If this Contract is terminated by any party for any reason, Customer shall remain fully liable for the cost of equipment and

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Phone 760-599-7355 – E-mail: Sales@PacificPlayInc.com

materials ordered, administrative and other time spent on the project and for services rendered to the full extent allowed by law.

23. THIRD-PARTY BENEFICIARIES: This Agreement creates no third-party rights or obligations between Pacific Play Systems, Inc. and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Agreement.

24. WARRANTY: Equipment warranties are provided by the equipment manufacturers and not by Pacific Play Systems, Inc. Material warranties are provided by the supplier of materials and not by Pacific Play Systems, Inc. When available, Pacific Play Systems, Inc. shall provide copies of equipment and material warranties to Purchaser upon request. Customer acknowledges that moving parts (spinners, zip lines, track rides, rope connections, swings, etc.) may require regular maintenance in order to stay operational. Pacific Play Systems shall not be responsible for the maintenance of these items which may involve tightening of bolts, connections, etc.

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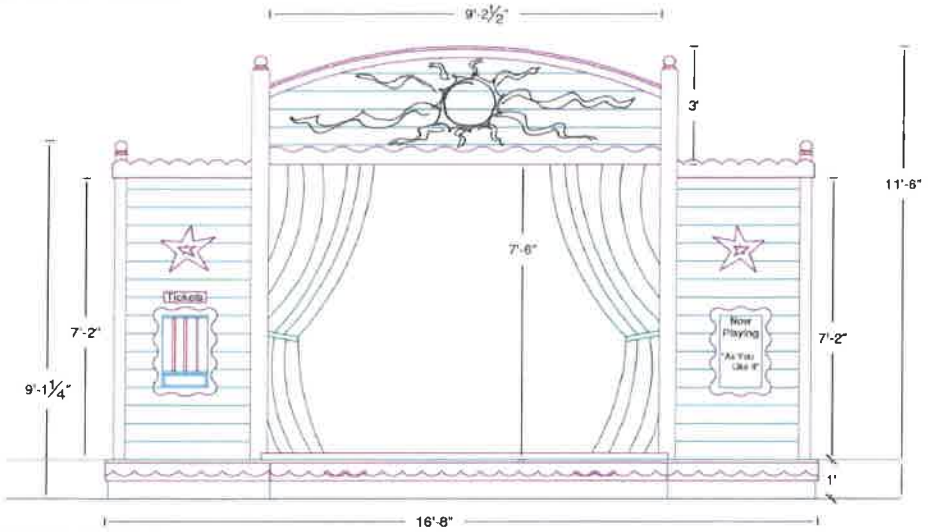
Phone 760-599-7355 – E-mail: Sales@PacificPlayInc.com

Sunshine Theater Specifications for City of Brea

DATE: February 4, 2023
FROM: Barbara Butler, President
Barbara Butler Playhouses, LLC ("BB")
EMAIL: barbara@barbarabutler.com
PHONE: Barbara cell: 650-333-6953

DESCRIPTION:

Sunshine Theater for Public Use: The Sunshine Theater is designed for children age 2-12 and for people of all abilities. Barbara's theater encourages impromptu theater-play, singing, dancing, musical performances and stage acting. These activities expose young people to new vocabulary and new ways of communicating, allowing children to build teamwork & collaboration skills. Sunshine Theater meets ASTM & ADA/wheelchair accessible standards.



DESCRIPTION OF WORK	PRICE
SUNSHINE THEATER for Public Use:	
16'-8" long x 12'-1" deep x 11'-6" high Theater with Front Stage and Back Stage areas. Stained inside and out with BB custom tung-oil wood stains. Carved trims and cut-outs on all sides:	$69,729

- Custom Design with manufacturer's certification and warranty (see below).
- Front Stage (Apron): 10'-2" long x 5' deep theater stage deck (50 SQ FT at 1' deck height) curved at front corners, with (2) 6x6 posts framing the front theater opening, supporting 9'-21/2" long x 3' high Proscenium Arch with hand-carved sun design, and with fixed redwood theater curtains. At the edge of the stage, there is a 2" high ADA wheelchair
- Middle Stage Area with Back Drop Wall: 16'-8" long x 4' deep deck space (62 SQ FT at 1' deck height) framed by (2) 3' wide x 7'-2" high front walls with "Coming Soon" & "Now Playing" billboards, plus (2) 7' long x 7'-2" high side walls with (1) ticket window and (1) 10'-8" long x 7' high centered back wall, creating 3' wide opening at each end for access to/from the Back Stage Area.

Continued on next page

Barbara Butler Playhouses LLC
3430 Arden Road, Hayward CA 94545 415.864.6840 www.barbarabutler.com

• Backstage Area: 16'8" long x 3' wide deck space (58 SQ FT at 1' deck height) with 16'8" of 38" high back railing, and 3' wide arched header over each side opening. Note: ADA access to Backstage Area to be supplied by others. • Footing attachments: Fabrication of (12) custom brackets to be bolted with wedge anchors to smooth and level the footings (concrete footings to be provided by others).	
Design & Fabrication Subtotal	**$69,729**
• Delivery by BB team on a day and time arranged in advance. Our experienced crew will "blanket wrap" each modular piece, then carefully load and secure into a box truck, transport, then unload and walk each piece onto the site. We are fully insured from FOB Hayward to the site.	$8,368
• Installation of by BB team upon delivery to site for a 2-day time period. We provide all tools, materials, equipment, and labor to assembled & attached the Theater to the concrete footings provided ahead by others (see *"Not Included"* below). Having pre-assembled the theater at least once in our shop, we are able to quickly and efficiently assemble on-site. We will apply stain touch-up and a final coat of clear tung-oil solution before leaving. When we leave, the site will look neat and clean, the theater will look beautiful and be fully functional.	$21,616
Design, Engineering, Fabrication, Delivery & Installation Total	**$99,713**

INCLUDED:

- Design, off-site fabrication, delivery and installation except as noted below. All product is pre-finished. All attachments to concrete included.
- Manufacturer's Certification: This Play Structure comes with our manufacturer's certification of complying with ASTM F1487-21 Standards for Public Use Playground Equipment and ADA 2010 Standard for Accessible Design, including structural engineer review with stamped plans, and playground safety
- Warranty: Materials and workmanship warranted for (1) year. Warranty is limited to repair of any defects discovered within one year of delivery and does not include normal wear and tear nor damage or
- Written Maintenance Instructions.

NOT INCLUDED:

- (12) concrete footings with rebar. Location and footings design as per BB & BB engineer requirements (TBD upon receipt of geotechnical report for the playground site). Footings to be level & plumb with smooth finish; GPS footing location to be provided by GC and confirmed by BB prior to digging and again prior to pouring concrete. BB to attach custom brackets with wedge anchors to footings (no embeds.)
- Any permit application, fees, or additional drafting and design work required by the City beyond standard construction drawings with structural engineering stamp.
- Lighting and accommodation for electric conduits. The drilling for conduit or cable into BB work is not included and requires BB approval.
- ADA access to the Sunshine Theater is recommended, and is to be provided by others.
- Resilient Surfacing. Resilient Surfacing is not required as the Sunshine Theater is a ground-level play activity. However, if the theater is in a part of the play area with resilient surfacing, then the resilient surfacing should extend around the theater.

Continued on next page

Barbara Butler Playhouses LLC
3430 Arden Road, Hayward CA 94545 415.864.6840 www.barbarabutler.com

NOT INCLUDED ***(CONTINUED)*** **:**

- Performance Bond is not included and will be additional if required.
- Prevailing Wage for installation. Additional charge if prevailing wage required.
- Additional cost associated with complying with local union requirements, such as the costs associated with signing a one-time job agreement, will be additional if required.
- Fencing and security is an additional cost if required during the installation of the theater. After the installation of the theater and prior to installation of resilient surfacing, fencing is to be provided at expense of client to keep children off the play structure until the resilient surfacing is in place.

Specified Materials:

- Lumber: Redwood Construction Heart grade & better for framing, with Accoya siding, all grinded smooth and stained. Thermory Benchmark Ash heat-treated decking.
- Finish: Prior to delivery, entire structure is stained completely inside and out with non-toxic *BB Tung Oil Wood Stains* and finished with *BB Clear Tung Oil Solution* as a protective top coat.
- Hardware & Steel: All fasteners and steel brackets are of exterior-grade quality.

Magical Bridge Harp | Jen Lewin

Magical Bridge Harp | Jen Lewin

The Magical Bridge Harp is a 24 stringed, outdoor, interactive instrument designed for collaborative play.

Inspired by the Magical Bridge, and created exclusively for Magical Bridge Playgrounds, the Magical Bridge Harp serves as an entry, gate, and bridge into the playground.

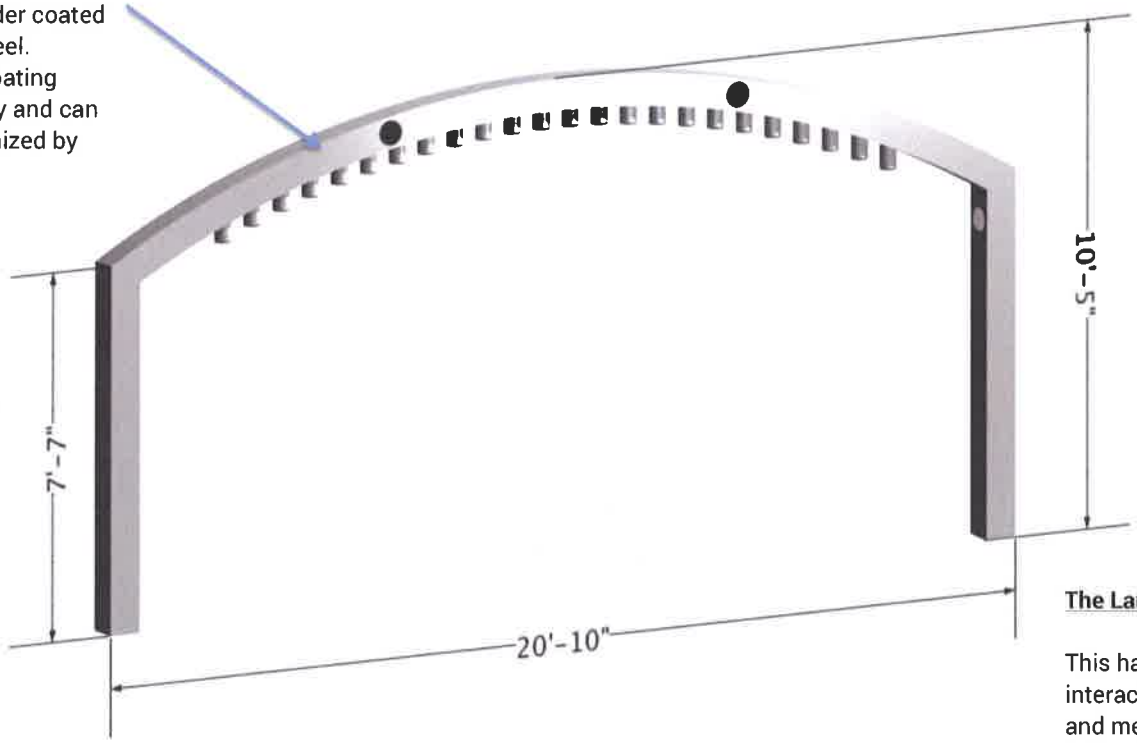
The Magical Bridge Harps work during both the day and night.

Each Harp has ugxgtcr"custom designed magical sound pallets that are changed by triggering the first string referred to as the magical string.)

Similar to all of Lewin's work, the sound scape for the Magical Bridge Harp is specifically designed to engage groups in play. Notes are harmonic when played together and sounds are soothing and calm even during chaotic group activities.

Magical Bridge Harp | Jen Lewin

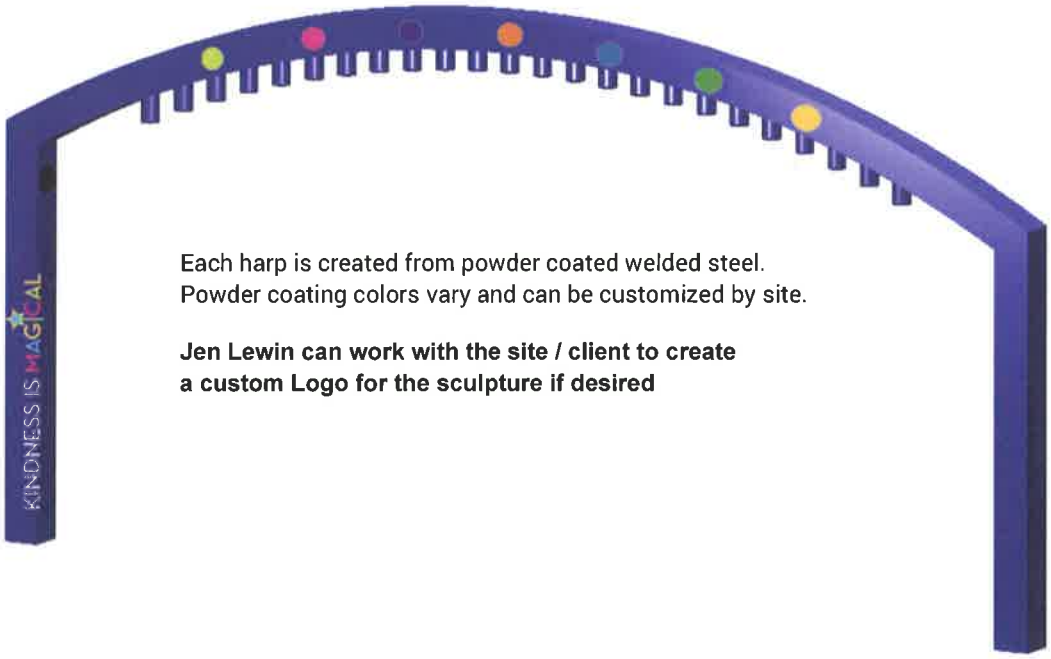
Each harp is created from powder coated welded steel. Powder coating colors vary and can be customized by site.



The Large Bridge Harp

This harp has 24 interactive light modules and measures 20'feet10"inches wide by 10'feet 5"inches tall.

Magical Bridge Harp | Jen Lewin



Each harp is created from powder coated welded steel.
Powder coating colors vary and can be customized by site.

Jen Lewin can work with the site / client to create a custom Logo for the sculpture if desired

Magical Bridge Harp | Jen Lewin

Large Interactive Magical Bridge Laser Harp Pricing [1/1/2021]

Information contained in this budget is considered confidential and exclusive. This information is not to be shared with anyone outside the receiving company and is only valid for 60 days and only for the project specified in this document. No dates will be guaranteed without a signed contract and a deposit received by Jen Lewin Studio.

INTERACTIVE, MAGICAL HARP	Quantity	Price per	total	
Materials				
Fully interactive 24 String "Magical Harp" created in Brooklyn NYC	1		$103,000.00	
JLS Labor On Location:				
On site Installation at Location (2 people, 4 days, 8 hours a day)	64	$50.00	$3,200.00	
Jen lewin Studo Expenses				
Shipping	1	$6,000.00	$6,000.00	*Estimate.
Formal Electrical Drawing Set	1	$3,500.00	$3,500.00	
Travel (2 people from Jen Lewin Studio, Hotel, Car, Flights for 5 day Install duration)	1	$5,000.00	$5,000.00	
Provided by Site - In Addition				
All onsite landscaping and surface work needed around the sculpture.			*Provided by Site	
Pouring of Nema Power Box Footing and the Two Harp Leg Footings.			*Provided by Site	
All inground cabling, in ground conduit, and inground wiring needed for the work. This includes all Site AC work to power the sculpture.			*Provided by Site	
Installation of provided Nema Enclosure. Jen Lewin Studo to provide nema enclosure, site to install the enclosure and provide AC to it. Jen lewin Studio will install all components needed that go "In" the Nema Enclosure.			*Provided by Site	
Installation of Metal Harp Frame (2 legs and arc.) To be done by site. Site to install frame, Jen Lewin Studio to install all 'interactive components" in frame.			*Provided by Site	
Installation of in ground sub			*Provided by Site	
Any heavy machinery (fork lifts needed) and staff to operate such machinery			*Provided by Site	
Any onsite storage for the Harp Frame if needed due to installation delays.			*Provided by Site	
Any permits				
		Total	$120,700.00	

Please note that this budget is inclusive of all speakers, sound equipment, data in sculpture cabling, one NEMA Enclosure, and one Harp Form. The budget does not include sales tax, any special permitting that may be needed, special equipment, site footings, ground surfacing, labor to install the metal harp frame, site power or in ground site conduit and in ground wiring. **Please see page 7 and page 10 to clarify addition site requirements not included in this budget.**

Magical Bridge Harp | Jen Lewin

CRITICAL NOTES:

THE FORM:

1) Final forms would be created from welded steel with a powered coated surface. Custom colors are possible with Jen Lewin's approval.
2) Interactive sensors are all removable, and replaceable (for long term maintenance, as needed).
3) A control box and NEMA Enclosure will need to be located with 20' feet of the sculpture. This enclosure will need power, which will operate the sculpture: (2) Two 15 amp, 110 VAC designated circuits are needed.
4) Conduit running between the control box and one leg of the laser harp will be required.
5) Any underground subwoofers should be placed with 10' feet of near the sculpture. This placement is not required, however it greatly impacts sound quality and is highly recommended.
6) All other sound equipment, including speakers, are integrated into the form.

INSTALLATION NOTES AND TIMELINE

• Final Installation of the Interactive System will be done by Jen Lewin Studio and will will take 2-3 days (assuming Client Obligations are complete an fully met as outlined below.)

• A Magical Harp will take 8 months to fabricate from receipt of a signed contract and deposit to ship date from Jen Lewin Studio in New York City.

• Final installation schedule will be based upon weather and availability and confirmed completion of Client Obligations.

Site and Client Obligations:

1) All local construction permits and site permits as needed to install the Artwork must be provided by the site.
2) All site prep and on-site construction needed to install the Artwork must be provided. This includes installation of all cement footers, installation of in ground wiring, installation of all in ground conduit, proving site power, installation of the provided Nema Enclosure, installation of the provided in-ground Sub, Installation of the Metal Harp Frame, and all landscaping.
3) All on-site power and wiring required for the Artwork.
4) A local on-site representative availed to work with Jen Lewin Studio's team during the installation in case there are needed site modifications.
5) A local onsite location to ship the Artwork to if needed. On site payed for storage for the art work, if needed as the result of construction delays.
6) Access to the site to install the work.
7) Any specialized equipment and staff to operate equipment such as a lifts, a forklifts or a boom lift / etc if needed to assesses and install the artwork on site.
8) Local specialized licensed labor if required.

Magical Bridge Harp | Jen Lewin |

Electrical Diagram Example

Equipment IN rack installed and provided by Jen Lewin Studio

E
Magical Harp Controller Enclosure Typ Mier BW-RACKFC NEMA 4 Rating
Enclosure will be purcahse by Jen lewin Studio and shipped to the site. Raw Endsoure must be installed by thes site.

B
NEMA Foundation - by AnthemStructural
Provided by Site

E
2" DIA Delikon Conduit Typ YF-70320-SQ
Conduit and Wiring provided by site.

Power Feed Location. 2 115VAC 15Amp Designated
AC Wire provided for, and wired to enclosure by the Site.

D
Niles GSS10 Underground Subwoofer. Can be placed in other locations. Sub will be purchased by Jen Lewin Studio and sent to the site.
Sub and Sub Wiring to be installed by Site

C
5" DIA Delikon Conduit Typ YF-70350-SQ Or Similar.
Conduit provided by site.
This will run data cabling and speaker wire only to the harp. **Conduit installed by site**, wires installed by Jen Lewin Studio.

Laser Harp, by Jen Lewin Studio

A
Friction Pier Footer by AnthemStructural.
Provided by Site.

Maximum Conduit Run Distances Subwoofer -> Enclosure: 50ft. Harp Footer -> Enclosure: 30ft.
Subwoofer must be in the direct vicinity of the Harp

JEN LEWIN STUDIO

DATE	3/26/2018
SCALE	see drawing
DRAWN BY	Mikael
JOB NAME	Redwood City
PROJECT	Footing and Electrical
DRAWING TITLE	Electrical Diagram
PAGE NUMBER	9

Site Checklist

Site obligations completed before harp installation can begin.

1) 2 Footings for the harp are fully installed per recent, site-specific engineering drawings. See page 9 Item A.

2) 1 footing for the Nema enclosure is fully installed per recent, site-specific engineering drawings. See page 9 Item B.

3) 5" Conduit is run from the Nema enclosure to one harp leg (through the footing to the surface.) Max conduit distance is 20 feet. Jen Lewin Studio will run low voltage data wiring from the harp to the controller via this provided conduit. See page 9 Item C.

4) The provided Niles in ground sub is wired to an in ground rated speaker cable, and buried as outlined in its instructions. The sub must be as close as possible to the harp, and buried in soil. It cannot be under cement. See page 9 Item D.

5) Conduit is run from the Niles Sub, with its wired cable to the Nema Enclosure. See page 9 Item E.

6) The Nema Enclosure is installed and wired to AC Power. See page 9 item F. Jen Lewin Studio to install an internal components.

7) The Harp Metal Frame has been installed as outlined in the "Harp Frame_InstallationManual - 2020.pdf"

Jen Lewin Studio obligations

1) To produce the **Metal Harp Frame** and have it shipped to the site.

2) To source and purchase the **Nema Enclosure** and the **In Ground Sub** and have them sent to the site.

3) To provide and install all Audio equipment that goes in the Nema Enclosure.

4) To provide and install all Audio and Interactive Equipment (wires / components / etc) that go in the Harp Frame.

JEN LEWIN STUDIO

DATE 3/26/2018
SCALE see drawing
DRAWN BY Mikael
JOB NAME Redwood City

PROJECT Footing and Electrical
DRAWING TITLE Electrical Diagram

Example Footer Engineering Report

STRUCTURAL GENERAL NOTES

GOVERNING CODE: 2015 INTERNATIONAL BUILDING CODE (IBC) AND ALL CITY OF AURORA AMENDMENTS, EXCEPT AS NOTED

DESIGN LOADS:
RISK CATEGORY II: Standard
WIND LOADS:
Basic Wind Speed (3-second gust): 115 mph
Wind Exposure: C
SEISMIC LOADS:
Spectral Response Acceleration Coefficients
Short Period: S_s: 0.168g S_{ds}: 0.179g
One Second: S_1: 0.056g S_{d1}: 0.09g
Soils Site Class: D
Seismic Design Category: B
Basic Seismic-Force-Resisting System(s): Steel Ordinary Cantilever Column
Design Base Shear: 800 lbs
Seismic Response Coefficient(s) (C_s) 0.144
Response Modification Factor(s) (R): 1.25
Analysis Procedure: Equivalent Lateral Force Procedure

REINFORCED CONCRETE:
Concrete design is based on the American Concrete Institute "Building Code Requirements for Reinforced Concrete" (ACI 318-11) and shall be constructed in accordance with the "Standard Specifications for Structural Concrete" (ACI 301-10)
STRUCTURAL CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES (normal weight concrete unless noted otherwise)
Minimum 28 day compressive strength (f'c) as follows:
Cement Type: I/II
Maximum Aggregate Size: 3/4"
Drilled Piers: 3,000 psi (Max W/C Ratio 0.55); Entrained Air 1.5% (± 1.5%), Slump 7 inches (± 1")
Reinforcing steel shall be fabricated and placed in accordance with ACI 315-99 "Details and Detailing of Concrete Reinforcement"
When cold weather conditions exist, place and cure concrete in accordance with ACI 306
Deformed reinforcement shall be domestic new billet steel conforming to ASTM A615-04a, Grade 60 including stirrups and ties
Unless otherwise noted on the structural drawings, lap bars 50 diameters (50"Bar Diameter minimum)
Unless otherwise noted on the drawings, minimum concrete cover over reinforcing shall be as follows:
Unformed surface cast against and permanently exposed to earth: 3"
Formed surface exposed to earth or weather: 1-1/2"
Install chairs, bolsters, additional reinforcement, and accessories necessary to support reinforcement at position shown on drawings
Support of reinforcement on wood, brick, or other unacceptable materials shall not be permitted
Keep reinforcement clean and free of dirt and oil. Oil forms prior to placing reinforcement
Properly place, accurately position and maintain securely in place all embedded items prior to and during concrete placement
Anchor bolts and rods for beam and column-bearing plates shall be placed with setting templates

STRUCTURAL STEEL:
Structural steel shall be detailed, fabricated and erected in accordance with the "Specification for Structural Steel Buildings" (AISC 360-10) and the "Code of Standard Practice for Steel Buildings and Bridges" (AISC 303-10) by the American Institute of Steel Construction (AISC)
All structural steel shall conform to the ASTM Standards and grades indicated below, unless noted otherwise on the drawings or details:
Other rolled shapes, including plates, channels, WT's, and angles: ASTM A36-05, 36 ksi yield
Hollow structural section (HSS) rectangular shapes: ASTM A500-03a, Grade B, 46 ksi yield
Anchor rods shall conform to ASTM F1554, Grade 36 as noted on the structural drawings with weldability supplement S1
Welding shall be done by a certified welder in accordance with the AISC documents listed above, the American Welding Society (AWS) D1.1-10 "Structural Welding Code with D1.8-09 Seismic Supplement", and the recommendations for use of E70XX electrodes.
Where not specifically noted, minimum weld shall be 1/4" filet by length of contact edge
Grout beneath column base and beam bearing plates shall have a minimum 28-day, compressive strength of 5,000 psi and shall be non-shrink, non-metallic, and tested in accordance with ASTM C1107-04

STRUCTURAL ERECTION AND BRACING REQUIREMENTS:
The structural drawings illustrate and describe the completed structure with elements in their final positions, properly supported, connected, and/or braced
All work shall be accomplished in a workmanlike manner and in accordance with the applicable codes and local ordinances
The general contractor is responsible for coordination of all work, including layout and dimension verification, materials coordination, shop drawing review, and the work of subcontractors. Any discrepancies or omissions discovered in the course of the work shall be immediately reported to the architect and structural engineer for resolution. Continuation of work without notification of discrepancies relieves the architect and structural engineer from all consequences
Unless otherwise specifically indicated, the structural drawings do not describe methods of construction
The general contractor, in the proper sequence, shall perform or supervise all work necessary to achieve the final completed structure and to protect the structure, workmen, and others during construction. Such work shall include, but not be limited to temporary bracing, shoring for construction equipment, shoring for excavation, formwork, scaffolding, safety devices and programs of all kinds, support and bracing for cranes and other erection equipment
Temporary bracing shall remain in place until all floors, walls, roofs and any other supporting elements are in place
The architect and structural engineer bear no responsibility for the above items, and observation visits to the site do not in any way include inspections of these items
These plans have been engineered for construction at one specific building site. Builder assumes ALL responsibility for use of these plans at ANY OTHER building site. Plans shall not be used for construction at any other building site without specific review by the engineer

LETTERS OF CONSTRUCTION COMPLIANCE:
The general contractor shall determine from the local building authority, at the time the building permit is obtained, whether any letters of construction compliance will be requested from the structural engineer
The contractor shall notify the structural engineer of all such requirements in writing prior to the start of construction
Seven day advance notice shall be given when requesting site visits necessary as the basis for the compliance letter.
The general contractor shall provide copies of all third-party testing and inspection reports to the architect and structural engineer a minimum of one week prior to the date that the compliance letter is needed

SHEET LIST

SHEET NUMBER	SHEET NAME
S1	STRUCTURAL COVER SHEET
S2	FOUNDATION PLAN
S3	FOUNDATION PLAN WITH DETAIL

FLORIDA SEALED PROFESSIONAL ENGINEER DANIEL KNIFE
05/30/2019

anthem structural engineers
BOULDER | STEAMBOAT SPRINGS
303-848-8497 anthemstructural.com
Anthem Job #19-063

LONG HARP FOUNDATION
23701 E HINSDALE WAY
AURORA, CO. 80016

Number	Date	Description

CAD	LDB
CHECK	DEK
JOB#	19-063
ISSUE	
DATE	5/30/2019

S1

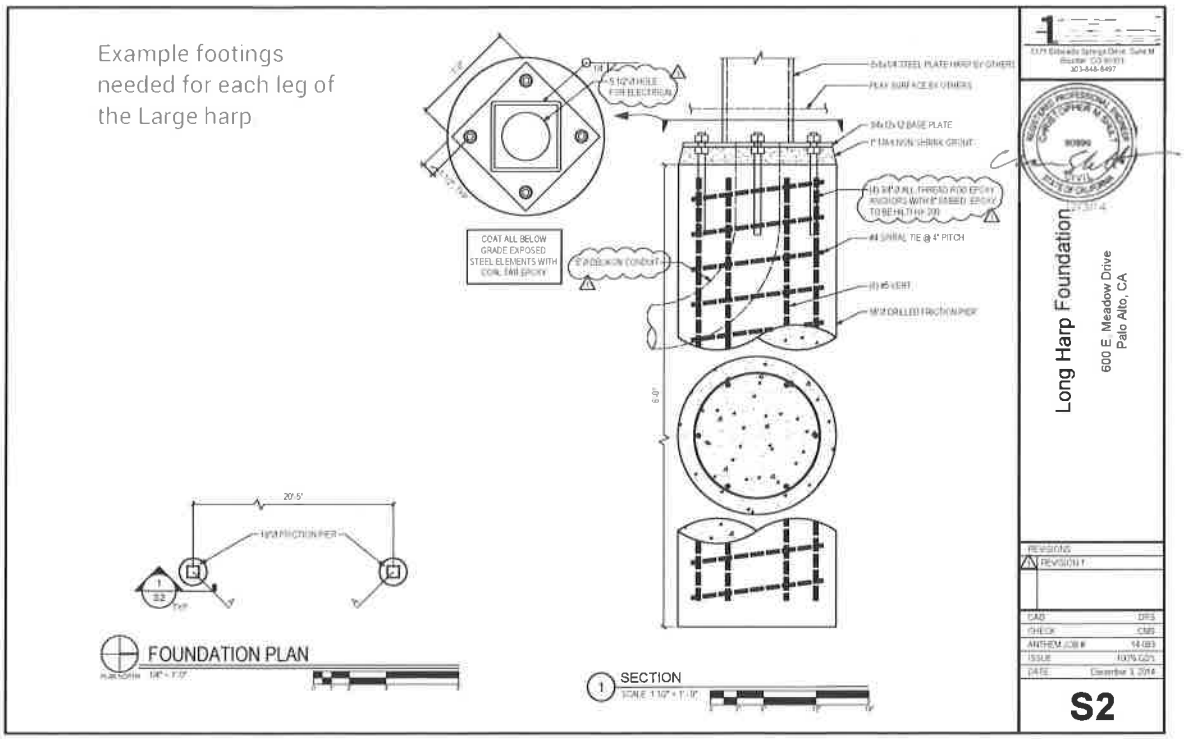
JEN LEWIN STUDIO

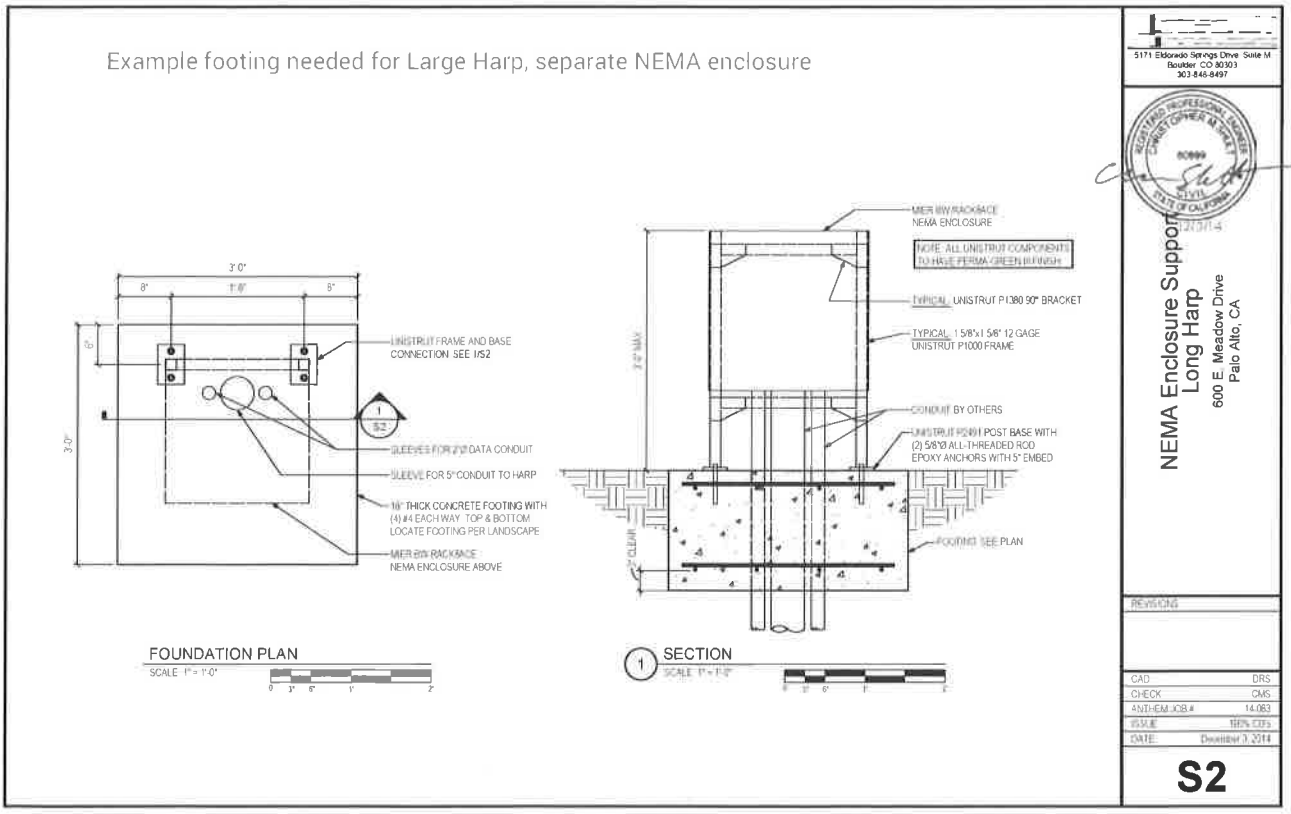
DATE: 3/26/2018
SCALE: see drawing
DRAWN BY: Mikael
JOB NAME: Redwood City

PROJECT: Footing and Electrical
DRAWING TITLE: Footer Engineering Report

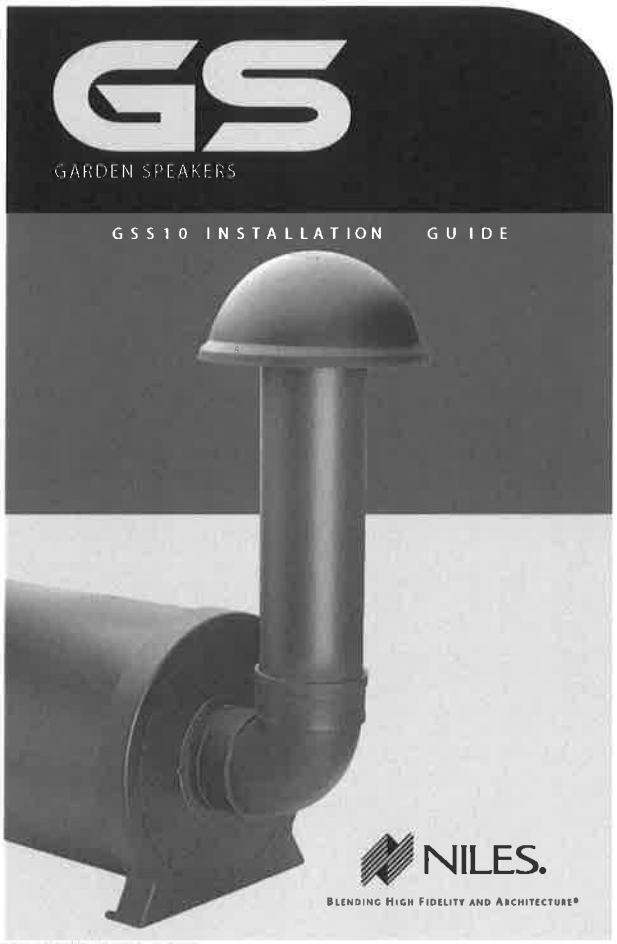
PAGE NUMBER
11

This drawing set is specific to conditions in Aurora, Colorado. Each new site will need certified stamped footing drawings per local conconditions.


Example footings needed for each leg of the Large harp
COAT ALL BELOW GRADE EXPOSED STEEL ELEMENTS WITH COAL TAR EPOXY
#4 SPIRAL TIE @ 4" PITCH
FOUNDATION PLAN
SECTION
Long Harp Foundation
600 E. Meadow Drive
Palo Alto, CA
REVISIONS
REVISION 1
S2


Example footing needed for Large Harp, separate NEMA enclosure
3'-0"
8"
1'-8"
8"
6"
3'-0"
UNISTRUT FRAME AND BASE CONNECTION SEE 1/S2
1
S2
SLEEVES FOR 2"Ø DATA CONDUIT
SLEEVE FOR 5" CONDUIT TO HARP
16" THICK CONCRETE FOOTING WITH (4) #4 EACH WAY TOP & BOTTOM LOCATE FOOTING PER LANDSCAPE
MIER 8W RACKMACE NEMA ENCLOSURE ABOVE
FOUNDATION PLAN
SCALE 1" = 1'-0"
MIER 8W RACKMACE NEMA ENCLOSURE
NOTE: ALL UNISTRUT COMPONENTS TO HAVE PERMA-GREEN FINISH
TYPICAL UNISTRUT P1080 90° BRACKET
TYPICAL 1 5/8"x1 5/8" 12 GAGE UNISTRUT P1000 FRAME
3'-0" MAX
CONDUIT BY OTHERS
UNISTRUT P2081 POST BASE WITH (2) 5/8"Ø ALL-THREADED ROD EPOXY ANCHORS WITH 5" EMBED
FOOTING SEE PLAN
2" CLEAR
1
SECTION
SCALE 1" = 1'-0"
5171 Eldorado Springs Drive Suite M
Boulder CO 80303
303-846-8497
REGISTERED PROFESSIONAL ENGINEER
CHRISTOPHER M. SHEA
C099
CIVIL
STATE OF CALIFORNIA
2/3/14
NEMA Enclosure Support
Long Harp
600 E. Meadow Drive
Palo Alto, CA
REVISIONS
CAD DRS
CHECK CMS
ANTHEM JOB # 14.083
ISSUE 100% CDs
DATE December 3, 2014
S2

Example
Subwoofer Info



NILES.

INTRODUCTION

Thank you for purchasing the GSS10 In-ground subwoofer from Niles. With proper installation and operation, you'll enjoy years of trouble-free use.

PARTS LIST

1 GSS10 Subwoofer
1 GSS10 Bass Port Tube
8 Hex Screws
1 Hex Wrench

TOOLS REQUIRED FOR INSTALLATION

Spade, Shovel, or Trench Tool
Wire Strippers
Bubble Level
Direct Burial Rated Speaker Cable
- 16AWG for wire runs of up to 100 ft
- 14AWG for wire runs up to 150 ft
- 12 AWG for wire runs up to 200 ft

OPTIONAL FEATURES

A 70v transformer kit is available for the GSS10. It is the GSS70V, Niles Part Number FG01675

GSS10 ASSEMBLY

Remove both the subwoofer and the bass port tube from their packaging. Using the hex wrench provided, securely attach the port tube to the subwoofer. When properly oriented, the port tube should be "Up" when the subwoofer is resting on its base.

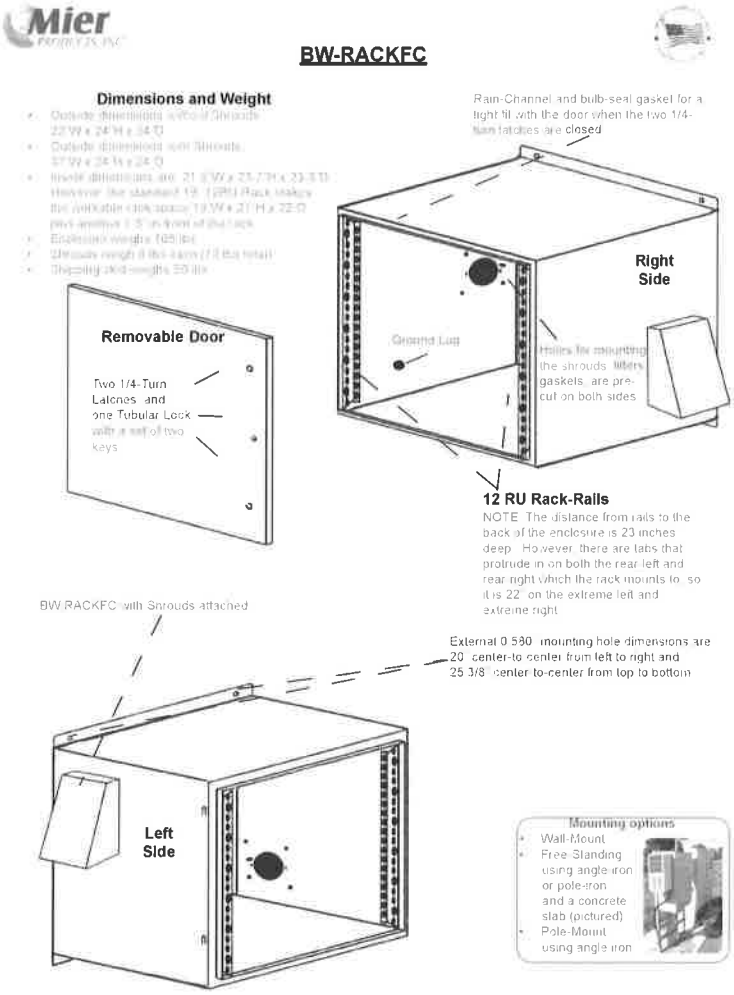
Make sure that each of the hex screws is securely tightened to prevent the possibility of any vibration or rattling from the subwoofer when installed. Once assembled, the subwoofer is ready for installation.

JEN LEWIN STUDIO

DATE 3/26/2018
SCALE see drawing
DRAWN BY Mikael
JOB NAME Redwood City

PROJECT Footing and Electrical
DRAWING TITLE Subwoofer Info

Example Electrical Enclosure Info



JEN LEWIN STUDIO

DATE	3/26/2018
SCALE	see drawing
DRAWN BY	Mikael
JOB NAME	Redwood City

PROJECT: Footing and Electrical

DRAWING TITLE: Electrical Enclosure Info

Price Proposal: **Arovista Park E – Storage Building**
Owner: **Brea, CA**
Date: **4.5.23**
Reference: **11481E-4/4/2023-0**
Sourcewell: **Contract# 081721-PRM**

Our Offer to Sell:

1. **Prefabricated Building delivered to site $ 140,622**
   Public Restroom Company herein bids to furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention. (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Turnkey Installation of the Building above $ 19,300**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

   ***** Please note: If there is a Community Workforce Agreement or other regulation requiring local labor for installation, Public Restroom Company will not offer this full installation package. The building will be delivered to the site and offset with a crane only. The Owner or General Contractor will be responsible for installation, and a separate price will be issued for the crane and site supervision. Please see "*Optional Building Installation Steps – By Others*" on page 8.*****

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   a. Owner/general contractor will excavate the utility trenches for placement of underground piping tree for plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place coarse sand pad and screed it level for final building placement. Set the building on the site pad.
   b. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
   c. The exterior utility connections for water, sewer and electrical 6' or less from the footprint of the building are by owner/general contractor.

4. **Total Cost of building and delivery $ 159,922**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so owner/general contractor can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Delivery Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their delivery and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Utility Connections:

1. The Owner/General Contractor is responsible for flushing all water service lines before final connection.
2. The Owner/General Contractor is responsible for the **final connections** of water, sewer, and electrical at the exterior of building POC's.
3. Owner/general contractor provides a POC for water, a POC DWV waste line with a clean out your service connection, and an electrical schedule 80 PVC sleeve at an exterior POC.
4. Owner/general contractor provides and connects the interior building utility connections and the Owner/General Contractor, or their subcontractor makes the exterior connections to POC's for services.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers

with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation Supervision:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals from all authorities required to approve them.

<u>Exclusions/Exceptions</u>:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**
5. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
6. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
7. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
8. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
9. **Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
10. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
11. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
12. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
13. **Backflow certification if applicable by Owner/ General Contractor.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

Optional Building Installation Steps – By Others:
If a Community Workforce Agreement or other labor regulation requires the use of local labor for site work, our trained installation staff will not be able to complete the installation work on site. In these cases, Public Restroom Company shall provide one staff member for supervision of installation work being performed by others for warranty to be valid. Below is a general guide for the installation and may not constitute a full installation process depending on the unique features of the site, building, and utilities needed.

1. **Underground Utility Prep: *Reminder - 8" slab arrives with the building***
   a. Owner/ General Contractor to stringline outside of building slab and mark the utility drop locations per the plumbing drop plan provided with submittal drawings.
   b. Owner/ General Contractor to trench utility lines to meet the drop locations.
   c. Owner/ General Contractor to assemble the underground sewer piping, electrical conduit, and install underground water line.
   d. Trench and install building utilities.
   e. Slope the sewer to code (minimum 2%).
   f. Shade pipes with sand while waiting for the underground inspection.
   g. Pass local building underground inspection.
   h. Backfill with course mason sand around all the plumbing risers.
   i. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's.

2. **Building Off-Load and Set:**
   a. Remove plastic shrink wrap.
   b. Remove steel tie-down plates from building slab and install provided pick plates.
   c. Remove the electrical conduit from the main panel, clear all block out grates.
   d. Hook up the rigging and install protection from rigging at the fascia.
   e. Pick the building slowly, lift the building up 1 inch off the trailer to make sure building is secure. Check the level of the building and adjust with shackles.
   f. Set the building on the sub-grade at marked location.
   g. Repeat for any additional building modules.

3. **Final Install Steps:**
   a. Make sure the building is level and aligned properly (block joints, cap beam, concrete slab, plumbing, fascia, ridge, etc.)
   b. Dry in the roof including caulking joints at the fascia.
   c. Connect all interior plumbing, including clean outs before the exterior sewer POC.
   d. Connect the 2" electrical conduit to the main panel in the chase, install 10' ground and connect it to the Ufer ground that is located under the panel.
   e. Touch up paint, as needed.
   f. Sweep out all the rooms, wipe all fixtures and doors, etc.
   g. Install backer rod where the building modules join.
   h. Install self-leveling caulking on the floor slab joints where the building modules meet.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by:

_____	_____
Authorized Signature	**Date Signed**
_____	_____
Printed Name	**Legal Entity Name and Address**

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: 2022 State and Local Government National Class Action Opioid Lawsuit Settlement

RECOMMENDATION

Adopt Resolution No. 2023-023 to authorize the City Manager to sign settlement participation forms and related documents, and take any other necessary or appropriate actions, for the City to participate in the settlement of five (5) national class action lawsuits against opioid distributors Teva, Allergan, Walmart, Walgreens, and CVS.

BACKGROUND/DISCUSSION

National Opioid Litigation

California and its cities and counties stand to receive up to $1.8 billion for opioid substance use prevention, harm reduction, treatment, and recovery. This is in addition to the $2.2 billion previously provided by the national class action lawsuit against opioid distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, "Distributors"), and against opioid manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, Janssen').

Since 2017, the State of California, 51 of 58 California counties, and approximately 28 California municipalities filed lawsuits against opioid manufacturers and distributors seeking to abate the opioid crisis. Similar lawsuits were filed by almost all other states and many cities and local governments within those states. Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, Janssen and the Distributors entered into National Opioids Settlements (“2021 National Settlements”). More recently, between November and December of 2022, five additional defendants have entered into National Opioids Settlements (“2022 National Settlements”). Those defendants include: Teva, Allergan, Walmart, Walgreens, and CVS.

Key Terms of the 2022 National Settlement Agreements

The proposed national Settlement Agreements will provide substantial funds to states and eligible local governments (any county or municipality above 10,000 in population) for abatement of the opioid epidemic across the country, and will impose transformative changes in the way the settling defendants conduct their business. The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities,

counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts. The settlement proceeds to be paid to local governments will be in proportion to the number of state and local governments that approve each settlement. The City has until April 18, 2023 to opt in to participate in the settlement agreements. After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. Participating subdivisions would receive abatement proceeds through annual payments continuing over a period of years, ranging for each defendant, with some defendant payments being made as long as until 2036.

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. The 2022 National Settlements effectively define “opioid remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to future opioid remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures. A list of approved uses (Exhibit E of the Settlement Agreements) is set forth in Attachment B to this staff report.

Why Should a Municipality Sign On?

- This proposal is a product of years of litigation and years of settlement negotiations.
- Negotiators have put forward this deal because they believe it is the best deal to be had.
- Money is critical to addressing the opioid epidemic at this time.
- Litigation has real risk.
- Further insolvencies and bankruptcies of the defendants are a real risk.
- Even if a municipality does not want to perform the reporting requirements or be subject to the use restrictions in the settlements, by opting-in to participate in the settlement agreements, the county in which it is located gets money to combat the opioid epidemic.

What is the Process to Opt In?

In order to opt in to receive a share of the five settlements, a “participation form” for each settlement must be signed (electronically through Docusign or by hard copy). Additionally, five Proposed California State Subdivision Agreements”, one for each of the settling defendants, must also be signed.

When is the Deadline for Participating?

April 18, 2023.

FISCAL IMPACT/SUMMARY

The amount that the City may be allocated under the settlement is unknown at this time because it is contingent upon the specific amount that the State of California receives, which ultimately depends on the number of state and local governments that participate in the settlement. Once that amount is determined, staff will seek direction from the City Council on whether to have the City receive direct payments (which are subject to use restrictions and involve reporting requirements) or instead allow the City's allocation to be paid to the county.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Melissa Davis, Management Analyst II
Concurrence: D. Craig Fox, Assistant City Attorney

Attachments

Resolution No. 2023-023

List of Remediation Uses (Exhibit E to the Settlement Agreements)

RESOLUTION NO. 2023-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING THE CITY'S PARTICIPATION IN THE NATIONAL STATE AND LOCAL GOVERNMENT CLASS ACTION OPIOID LAWSUIT SETTLEMENTS WITH TEVA, ALLERGAN, WALMART, WALGREENS, AND CVS

A. RECITALS:

(i) The United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis.

(ii) Since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact of and resources necessary to combat the opioid epidemic.

(iii) Negotiations to settle claims against several of the Opioid Defendants, specifically Teva, Allergan, Walmart, Walgreens, and CVS (the "Settling Defendants") have been ongoing for several years.

(iv) Negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the litigation.

(v) The terms of those proposed nationwide settlements have been set forth in the Teva Master Settlement Agreement; Allergan Master Settlement Agreement;

Walmart Master Settlement Agreement; Walgreens Master Settlement Agreement; and the CVS Master Settlement Agreement (collectively "Settlement Agreements") available for review on-line at https://nationalopioidsettlement.com/.

(vi) The Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California, including to the State of California and Participating Subdivisions, upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds").

(vii) California local governments, as well as the attorneys representing those local governments, have engaged in extensive discussions with the State Attorney General's Office as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds on behalf of each defendant (Teva, Allergan, Walmart, Walgreens, and CVS), which are collectively referred to as the "Subdivision Agreements."

(viii) Copies of the five (5) State Subdivision Agreements are available on-line at https://oag.ca.gov/opioids

(ix) The Subdivision Agreements (each are sometimes referred to in the litigation documents as an "Allocation Agreement") propose to allocate 15% to a State Opioids Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund.

(x) The funds in the Abatement Accounts Fund will be allocated based on an

allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) ("Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement. The City's share of the Abatement Accounts Fund is a product of the total in the Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1, i.e., .0709% (the "Local Allocation").

(xi) Any municipality that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a municipality that is a Participating Subdivision will be paid to the county in which the municipality is located, rather than to the municipality, if the county is a Participating Subdivision, and the city has not advised the settlement fund administrator that it requests direct payment at least 60 days prior to a payment date.

B. <u>RESOLUTION:</u>

NOW, THEREFORE, the City Council of the City of Brea determines and resolves as follows:

1. The City Council approves and authorizes the City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement and Proposed Subdivision Agreements including taking the following measures:

A. The execution on behalf of the City of the Participation Agreement to the Teva Settlement Agreement and any and all documents ancillary thereto.

B. The execution on behalf of the City of the Participation Agreement to the Allergan Settlement Agreement and any and all documents ancillary thereto.

C. The execution on behalf of the City of the Participation Agreement to the Walmart Settlement Agreement and any and all documents ancillary thereto.

D. The execution on behalf of the City of the Participation Agreement to the Walgreens Settlement Agreement and any and all documents ancillary thereto.

E. The execution on behalf of the City of the Participation Agreement to the CVS Settlement Agreement and any and all documents ancillary thereto.

F. The execution on behalf of the City of the Proposed California State- Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Teva Settlement.

G. The execution on behalf of the City of the Proposed California State- Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Allergan Settlement.

H. The execution on behalf of the City of the Proposed California State- Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Walmart Settlement.

I. The execution on behalf of the City of the Proposed California State- Subdivision Agreement Regarding Distribution and Use of Settlement Funds-

Walgreens Settlement.

J. The execution on behalf of the City of the Proposed California State- Subdivision Agreement Regarding Distribution and Use of Settlement Funds-CVS Settlement.

2. The City Manager shall have authority to, and is directed to, take all actions necessary or convenient on behalf of the City to execute, implement and effectuate the agreements approved by this Resolution.

3. Once the City's share of the settlements has been determined, the City Manager shall obtain direction from the City Council on whether to have the City receive direct payments or instead allow the City's allocation to be paid to the county.

4. All actions previously taken by the Council and other appropriate public officers and agents of the City, with respect to the matters contemplated under this Resolution, are hereby ratified, confirmed and approved.

APPROVED AND ADOPTED this 18th day of April, 2023.

_____
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 passed at a regular meeting of the City Council, held on the 18th day of April, 2023, by the following vote:

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

Dated:

_____

_____

Lillian Harris-Neal, City Clerk

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. <u>ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

SUBJECT: Outgoing Payment Log and March 17, 24 & 31 and April 7, 2023 City Disbursement Registers

RECOMMENDATION

Receive and file.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager, Revenue
Concurrence: Kristin Griffith, Director of Administrative Services

Attachments

Outgoing Payment Log
03-17-2023 City Disbursement Register
03-24-2023 City Disbursement Register
03-31-2023 City Disbursement Register
04-07-2023 City Disbursement Register

City of Brea
Outgoing Payment Log
March 2023

Effective Date	Vendor	Description			Amount
General Account Electronic payments					
3/2/2023	BankCard	Golf credit card processing fees			4,332.94
3/2/2023	Elavon	Golf credit card processing fees			2,180.99
3/3/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees			5,311.28
3/3/2023	Paypal	Paypal processing fees			121.15
3/7/2023	CALPERS	Medical payment			356,005.16
3/10/2023	ADP	ILJAOC Payroll service fee			133.45
3/10/2023	Brea Payroll	Brea staff payroll			935,759.09
3/10/2023	Brea Payroll	Employee deductions			91,301.51
3/10/2023	EDD	Payroll State taxes			57,696.77
3/10/2023	CA SDU	Child support payments			567.69
3/10/2023	IRS	Payroll Federal taxes			187,363.27
3/14/2023	CALPERS	Member retirement			226,642.12
3/16/2023	Citizens Business Bank	Fraudulent $100 bill			100.00
3/20/2023	Paymentus	Monthly service fee			6,071.16
3/21/2023	Telecheck	Telecheck processing fees			60.88
3/21/2023	ICMA	Retiree medical benefit			40,576.30
3/22/2023	Citizens Business Bank	Monthly banking service fee			2,397.21
3/24/2023	Brea Payroll	Brea staff payroll			944,709.77
3/24/2023	Brea Payroll	Employee deductions			83,235.48
3/24/2023	EDD	Payroll State taxes			59,265.31
3/24/2023	CA SDU	Child support payments			826.15
3/24/2023	IRS	Payroll Federal taxes			195,575.78
3/27/2023	CALPERS	Member retirement			229,857.84
3/30/2023	ILJAOC Payroll	ILJAOC staff salary & payroll taxes			13,119.23
			Subtotal	$	3,443,210.53
Imprest Accounts					
	Various	Workers Compensation Claims			115,178.86
	Various	General Liability Claims			38,982.42
			Subtotal	$	154,161.28
			Total	**$**	**3,597,371.81**

City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192305	ABOVE & BEYOND RAINGUTTERS	03/17/2023	22597	490515151	RAINGUTTERS-OILMUSEUM	$2,683.00
		ABOVE & BEYOND RAINGUTTERS			**Total Check Amount:**	**$2,683.00**
192306	AMERICAN GREENPOWER (USA) INC.	03/17/2023	31935	110515121	LIGHT BALLASTS	$766.10
		AMERICAN GREENPOWER (USA) INC.			**Total Check Amount:**	**$766.10**
192307	BREA EXPRESS CAR WASH	03/17/2023	32008	480515161	CARWASH JAN/FEB23	$660.00
		BREA EXPRESS CAR WASH			**Total Check Amount:**	**$660.00**
192308	CA BUILDING EVALUATION & CONST INC.	03/17/2023	31875	510707977	SR CTR GENERATOR PP#4	$54,045.50
		CA BUILDING EVALUATION & CONST INC.			**Total Check Amount:**	**$54,045.50**
192309	CINTAS	03/17/2023	24347	110404542	FIRSTAID RESTOCK THTR	$144.83
		CINTAS			**Total Check Amount:**	**$144.83**
192310	CITY OF BREA - WATER DEPT	03/17/2023	2039	490515151	FIRE METERS 1/26-2/6	$221.35
		CITY OF BREA - WATER DEPT			**Total Check Amount:**	**$221.35**
192312	CITY OF BREA - WATER DEPT	03/17/2023	2039	110404422	WATER 1/5-2/6	$6,845.69
		03/17/2023	2039	110515143	WATER 1/5-2/6	$8,519.52
		03/17/2023	2039	343515112	WATER 1/5-2/6	$789.40
		03/17/2023	2039	360515145	WATER 1/5-2/6	$1,178.23
		03/17/2023	2039	465515149	WATER 1/5-2/6	$4,541.68
		03/17/2023	2039	110404521	WATER 1/5-2/6	$305.86
		03/17/2023	2039	110515141	WATER 1/5-2/6	$3,335.05
		03/17/2023	2039	347515112	WATER 1/5-2/6	$129.59
		03/17/2023	2039	420515131	WATER 1/5-2/6	$192.99
		03/17/2023	2039	490515151	WATER 1/5-2/6	$3,822.54
		03/17/2023	2039	110515148	WATER 1/5-2/6	$1,346.76
		03/17/2023	2039	341515112	WATER 1/5-2/6	$193.95
		03/17/2023	2039	345515112	WATER 1/5-2/6	$1,122.75
		03/17/2023	2039	360515147	WATER 1/5-2/6	$119.91
		03/17/2023	2039	361515143	WATER 1/5-2/6	$83.72
		03/17/2023	2039	346515112	WATER 1/5-2/6	$1,388.50
		03/17/2023	2039	361515148	WATER 1/5-2/6	$119.91
		03/17/2023	2039	430515123	WATER 1/5-2/6	$183.31
		CITY OF BREA - WATER DEPT			**Total Check Amount:**	**$34,219.36**
192313	CITY OF COLTON	03/17/2023	32178	420515131	500 ITRON ERTS AS-IS	$5,000.00
		CITY OF COLTON			**Total Check Amount:**	**$5,000.00**
192314	COMMERCIAL AQUATIC SERVICES, INC.	03/17/2023	25513	110404422	BULK CHEMICALS	$826.01
		COMMERCIAL AQUATIC SERVICES, INC.			**Total Check Amount:**	**$826.01**
192315	COUNTY OF ORANGE	03/17/2023	4799	110	2022 CANDIDATE STMT	$2,912.65
		COUNTY OF ORANGE			**Total Check Amount:**	**$2,912.65**

City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192316	COUNTY OF ORANGE	03/17/2023	4799	110111161	NOV 2022 ELECTION	$47,739.07
			COUNTY OF ORANGE		**Total Check Amount:**	**$47,739.07**
192317	CREATIVE BRAIN LEARNING	03/17/2023	31799	110404145	ART/DSGN/CODING/GAMES	$400.00
			CREATIVE BRAIN LEARNING		**Total Check Amount:**	**$400.00**
192318	DEPARTMENT OF TRANSPORTATION	03/17/2023	13722	510707251	57/LMBRT 12-768 DEC22	$27.28
			DEPARTMENT OF TRANSPORTATION		**Total Check Amount:**	**$27.28**
192319	DEPARTMENT OF TRANSPORTATION	03/17/2023	13722	510707251	57/LMBRT 12-771 DEC22	$4,888.01
			DEPARTMENT OF TRANSPORTATION		**Total Check Amount:**	**$4,888.01**
192320	DEPARTMENT OF TRANSPORTATION	03/17/2023	13722	110515121	SGNL/LGHTNG OCT-DEC22	$17,223.03
			DEPARTMENT OF TRANSPORTATION		**Total Check Amount:**	**$17,223.03**
192321	DOUG MARTIN CONTRACTING INC	03/17/2023	4512	420	CREDIT BALANCE REFUND	$2,650.00
			DOUG MARTIN CONTRACTING INC		**Total Check Amount:**	**$2,650.00**
192322	SOUTHERN CALIFORNIA EDISON	03/17/2023	3343	110515121	ELECTRICITY FEB	$21,373.62
		03/17/2023	3343	420515131	ELECTRICITY FEB	$34,549.37
		03/17/2023	3343	490515151	ELECTRICITY FEB	$1,603.45
		03/17/2023	3343	430515123	ELECTRICITY FEB	($48.70)
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$57,477.74**
192323	FIRST LOAN	03/17/2023	32162	110	562312853 031023 PR	$674.48
			FIRST LOAN		**Total Check Amount:**	**$674.48**
192324	FRANCHISE TAX BOARD/ST OF CALIF	03/17/2023	12043	110	571810253 031023 PR	$30.00
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$30.00**
192325	FRONTIER COMMUNICATIONS	03/17/2023	26183	420515131	5622821220 0228-0327	$192.21
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$192.21**
192326	HYDROPRO SOLUTIONS	03/17/2023	31845	420515131	WATER METERS+ENCODERS	$18,587.66
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$18,587.66**
192327	INLAND WATER WORKS SUPPLY CO	03/17/2023	23904	420515131	ERT'S FOR METERS	$4,913.40
			INLAND WATER WORKS SUPPLY CO		**Total Check Amount:**	**$4,913.40**
192328	INTELLI-TECH	03/17/2023	8774	110212122	HP Z2 G9 TOWER W/S(2)	$6,096.50
		03/17/2023	8774	475141471	HP MONITORS (10)	$2,614.45
			INTELLI-TECH		**Total Check Amount:**	**$8,710.95**
192329	INTIME SOLUTIONS INC.	03/17/2023	20876	950000000	ILJAOC ISE TEXT NOV22	$3,366.40
		03/17/2023	20876	951	ILJAOC P/R MOD:UCI PD	$28,000.00
		03/17/2023	20876	950000000	ILJAOC ISE TEXT FEB23	$3,483.36
		03/17/2023	20876	950000000	ILJAOC ISE TEXT JAN23	$3,543.60
		03/17/2023	20876	951	ILJAOC ISE-OC SHERIFF	$32,500.00
		03/17/2023	20876	950000000	PAYROLL DBU REPORT	$35,000.00
			INTIME SOLUTIONS INC.		**Total Check Amount:**	**$105,893.36**
192330	JANET DAVIS & ASSOCIATES	03/17/2023	32180	110212111	WOMEN IN LDRSHP 5/17	$250.00

City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			JANET DAVIS & ASSOCIATES		**Total Check Amount:**	**$250.00**
192331	PAUL M. KIRSTEN	03/17/2023	31860	110404311	SIGN FOR OIL DERRICK	$75.00
			PAUL M. KIRSTEN		**Total Check Amount:**	**$75.00**
192332	LAKEMAN CHASSIS	03/17/2023	12885	480515161	VICE MOUNT	$253.76
			LAKEMAN CHASSIS		**Total Check Amount:**	**$253.76**
192333	MCPEEK'S DODGE OF ANAHEIM	03/17/2023	22049	480515161	PCV VALVE	$87.28
		03/17/2023	22049	480515161	RETURN:INV #5135920	($40.15)
			MCPEEK'S DODGE OF ANAHEIM		**Total Check Amount:**	**$47.13**
192334	MONJARAS & WISMEYER GROUP INC.	03/17/2023	32179	110141481	PROF SVCS 11/4-12/8	$1,277.50
			MONJARAS & WISMEYER GROUP INC.		**Total Check Amount:**	**$1,277.50**
192335	MUNICIPAL MAINTENANCE EQUIPMENT INC	03/17/2023	27986	480515161	SWPR#2223 P/UHEAD RPR	$16,115.92
			MUNICIPAL MAINTENANCE EQUIPMENT INC		**Total Check Amount:**	**$16,115.92**
192336	MYERS POWER PRODUCTS INC.	03/17/2023	32173	110515121	ELECTRICAL CONTROLBOX	$4,982.36
			MYERS POWER PRODUCTS INC.		**Total Check Amount:**	**$4,982.36**
192337	NATIONAL TESTING NETWORK, INC	03/17/2023	25909	110141481	LAW ENF TESTING 2/23	$55.00
			NATIONAL TESTING NETWORK, INC		**Total Check Amount:**	**$55.00**
192338	NATIONWIDE	03/17/2023	20975	110	4436 PET INS FEB 2023	$1,217.80
			NATIONWIDE		**Total Check Amount:**	**$1,217.80**
192339	P.L. HAWN COMPANY, INC.	03/17/2023	10742	490515151	HVAC FILTERS	$2,763.00
			P.L. HAWN COMPANY, INC.		**Total Check Amount:**	**$2,763.00**
192340	PATRICK'S MUSIC SCHOOL	03/17/2023	31858	110404145	MUSIC CLASSES	$900.90
			PATRICK'S MUSIC SCHOOL		**Total Check Amount:**	**$900.90**
192341	PTS MARKETING GROUP	03/17/2023	31560	110111151	BREALINE SPRING 2023	$14,605.00
			PTS MARKETING GROUP		**Total Check Amount:**	**$14,605.00**
192342	PUENTE HILLS FORD	03/17/2023	25742	480515161	EXHAUST REPAIR PARTS	$155.24
		03/17/2023	25742	480515161	SENSOR	$36.21
		03/17/2023	25742	480515161	ENGINE MOUNT	$107.54
			PUENTE HILLS FORD		**Total Check Amount:**	**$298.99**
192343	SANDWOOD ENTERPRISES INC.	03/17/2023	31533	410515124	GRAVEL BAGS	$3,879.00
			SANDWOOD ENTERPRISES INC.		**Total Check Amount:**	**$3,879.00**
192344	SOUTH COAST AQMD	03/17/2023	10871	480515161	110225 RENEWAL FEES	$725.85
			SOUTH COAST AQMD		**Total Check Amount:**	**$725.85**
192345	SPARKLETTS	03/17/2023	3001	110111161	CCC FOUNTN WTR FEB23	$9.18
		03/17/2023	3001	110111161	COUNCIL MTG WTR FEB23	$21.04
			SPARKLETTS		**Total Check Amount:**	**$30.22**
192346	ULTIMATE PERFORMANCE CORPORATION	03/17/2023	32177	480515161	ATV REPAIR	$1,765.11
		03/17/2023	32177	480	ATV REPAIR	($89.73)
			ULTIMATE PERFORMANCE CORPORATION		**Total Check Amount:**	**$1,675.38**

City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192347	UNIFIRST CORPORATION	03/17/2023	27988	110515125	UNIFORM SVCS FEB 2023	$24.60
		03/17/2023	27988	110515121	UNIFORM SVCS FEB 2023	$42.76
		03/17/2023	27988	110515141	UNIFORM SVCS FEB 2023	$84.92
		03/17/2023	27988	110515144	UNIFORM SVCS FEB 2023	$49.88
		03/17/2023	27988	420515131	UNIFORM SVCS FEB 2023	$137.04
		03/17/2023	27988	490515151	UNIFORM SVCS FEB 2023	$200.64
		03/17/2023	27988	360515145	UNIFORM SVCS FEB 2023	$23.12
		03/17/2023	27988	361515148	UNIFORM SVCS FEB 2023	$7.98
		03/17/2023	27988	440515126	UNIFORM SVCS FEB 2023	$10.68
		03/17/2023	27988	110515143	UNIFORM SVCS FEB 2023	$20.28
		03/17/2023	27988	110515148	UNIFORM SVCS FEB 2023	$7.97
		03/17/2023	27988	480515161	UNIFORM SVCS FEB 2023	$176.46
		03/17/2023	27988	430515123	UNIFORM SVCS FEB 2023	$41.16
			UNIFIRST CORPORATION		**Total Check Amount:**	**$827.49**
192348	UNIFIRST CORPORATION	03/17/2023	27988	110515143	UNIFORM SVCS JAN 2023	$5.07
		03/17/2023	27988	110515141	UNIFORM SVCS JAN 2023	$19.81
		03/17/2023	27988	110515144	UNIFORM SVCS JAN 2023	$12.47
		03/17/2023	27988	361515148	UNIFORM SVCS JAN 2023	$0.96
		03/17/2023	27988	360515145	UNIFORM SVCS JAN 2023	$5.78
		03/17/2023	27988	430515123	UNIFORM SVCS JAN 2023	$10.29
		03/17/2023	27988	110515121	UNIFORM SVCS JAN 2023	$10.69
		03/17/2023	27988	110515148	UNIFORM SVCS JAN 2023	$0.96
		03/17/2023	27988	480515161	UNIFORM SVCS JAN 2023	$31.33
		03/17/2023	27988	110515125	UNIFORM SVCS JAN 2023	$6.15
		03/17/2023	27988	420515131	UNIFORM SVCS JAN 2023	$30.51
		03/17/2023	27988	440515126	UNIFORM SVCS JAN 2023	$2.67
		03/17/2023	27988	490515151	UNIFORM SVCS JAN 2023	$50.16
			UNIFIRST CORPORATION		**Total Check Amount:**	**$186.85**
192349	CF UNITED LLC	03/17/2023	30700	480515161	CARWASH JAN 2023	$95.20
			CF UNITED LLC		**Total Check Amount:**	**$95.20**
192350	VENTURE SYSTEM GROUP INC	03/17/2023	29477	110404523	CAT6 DROPS-BCC BRC	$4,855.25
			VENTURE SYSTEM GROUP INC		**Total Check Amount:**	**$4,855.25**
192351	VERIZON CONNECT NWF, INC.	03/17/2023	25293	480515161	PW GPS SVC FEB 2023	$924.23
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$924.23**
192352	WESTRUX INTERNATIONAL	03/17/2023	25302	480515161	DOOR SEALS (GLASS)	$1,297.13
		03/17/2023	25302	480515161	DOOR SEALS	$955.23
			WESTRUX INTERNATIONAL		**Total Check Amount:**	**$2,252.36**
192353	DR. ROBERT L. WILKINSON	03/17/2023	19024	110141481	DOT PHYSICALS	$120.00

City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			DR. ROBERT L. WILKINSON		**Total Check Amount:**	**$120.00**
					Check Subtotal	**$429,300.18**
V50958	ACADEMY 831, LLC	03/17/2023	28694	110404145	INTRO TO BALLET	$32.50
			ACADEMY 831, LLC		**Total Check Amount:**	**$32.50**
V50959	ADMINISTRATIVE & PROF	03/17/2023	3344	110	4010 APEA MEMB 031023	$456.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$456.00**
V50960	THE ADVANTAGE GROUP	03/17/2023	24539	110	808C FSA URMED 031023	$5,996.19
		03/17/2023	24539	110	808B FSADEPCAR 031023	$1,699.99
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$7,696.18**
V50961	AVCOGAS PROPANE SALES & SERVICES	03/17/2023	22047	480515161	PROPANE 200.1 GALS	$641.32
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$641.32**
V50962	ALFRED-ANDREW BOWEN	03/17/2023	31372	110404523	SOUNDBATH	$132.00
			ALFRED-ANDREW BOWEN		**Total Check Amount:**	**$132.00**
V50963	BPSEA MEMORIAL FOUNDATION	03/17/2023	14990	110	4050 MEMORIAL 031023	$140.50
			BPSEA MEMORIAL FOUNDATION		**Total Check Amount:**	**$140.50**
V50964	BREA CITY EMPLOYEES ASSOCIATION	03/17/2023	3236	110	4005 BCEA MEMB 031023	$696.00
			BREA CITY EMPLOYEES ASSOCIATION		**Total Check Amount:**	**$696.00**
V50965	BREA DISPOSAL, INC	03/17/2023	3330	440515122	REFUSE COLLECTN FEB23	$184,176.45
			BREA DISPOSAL, INC		**Total Check Amount:**	**$184,176.45**
V50966	BREA FIREFIGHTERS ASSOCIATION	03/17/2023	3237	110	4016 ASSOCMEMB 031023	$3,074.00
			BREA FIREFIGHTERS ASSOCIATION		**Total Check Amount:**	**$3,074.00**
V50967	BREA POLICE ASSOCIATION	03/17/2023	3769	110	4030 BPA REG 031023	$3,300.00
			BREA POLICE ASSOCIATION		**Total Check Amount:**	**$3,300.00**
V50968	BREA POLICE ATHLETIC LEAGUE	03/17/2023	1068	110	5010 B.P.A.L. 031023	$122.50
			BREA POLICE ATHLETIC LEAGUE		**Total Check Amount:**	**$122.50**
V50969	BREA POLICE MANAGEMENT ASSOCIATION	03/17/2023	21189	110	4019 LDF MEMB 031023	$9.50
		03/17/2023	21189	110	4020 PMA MEMB 031023	$162.50
			BREA POLICE MANAGEMENT ASSOCIATION		**Total Check Amount:**	**$172.00**
V50970	CANNINGS ACE HARDWARE	03/17/2023	15828	110515121	IRRIGATION PARTS	$52.51
			CANNINGS ACE HARDWARE		**Total Check Amount:**	**$52.51**
V50971	CAPTURE TECHNOLOGIES INC	03/17/2023	15468	110212133	EVENTIDE LOGGER	$4,600.00
			CAPTURE TECHNOLOGIES INC		**Total Check Amount:**	**$4,600.00**
V50972	CARNEY MEHR, A LEGAL CORPORATION	03/17/2023	28329	950000000	ILJAOC LGL SVCS FEB23	$2,805.00
			CARNEY MEHR, A LEGAL CORPORATION		**Total Check Amount:**	**$2,805.00**
V50973	ANDREW P CATOR	03/17/2023	6646	460141474	MILEAGE FEB 2023	$153.93
			ANDREW P CATOR		**Total Check Amount:**	**$153.93**
V50974	CENTRALSQUARE TECHNOLOGIES, LLC	03/17/2023	29643	110141431	UB TRAINING 1/22-2/18	$736.00

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V50974	CENTRALSQUARE TECHNOLOGIES, LLC	03/17/2023	29643	420141421	UB TRAINING 1/22-2/18	$856.00
		03/17/2023	29643	420141421	UB TRAINING 1/30-2/1	$1,511.55
		CENTRALSQUARE TECHNOLOGIES, LLC			**Total Check Amount:**	**$3,103.55**
V50975	CHANDLER ASSET MANAGEMENT, INC.	03/17/2023	4375	875141424	INV MGMT SVCS FEB23	$43.98
		03/17/2023	4375	930141424	INV MGMT SVCS FEB23	$6,310.20
		CHANDLER ASSET MANAGEMENT, INC.			**Total Check Amount:**	**$6,354.18**
V50976	COLONIAL LIFE PROCESSING CENTER	03/17/2023	26071	110	HOSPITAL INS FEB23	$661.30
		03/17/2023	26071	110	CANCER INS FEB23	$3,253.84
		03/17/2023	26071	110	ACCIDENT INS FEB23	$3,755.52
		03/17/2023	26071	110	S/T DISAB INS FEB23	$5,512.12
		03/17/2023	26071	110	CRIT ILLNSS INS FEB23	$1,475.62
		COLONIAL LIFE PROCESSING CENTER			**Total Check Amount:**	**$14,658.40**
V50977	COMLOCK SECURITY-GROUP	03/17/2023	13625	420515131	KEYS	$146.31
		03/17/2023	13625	490515151	LOCK REPAIR	$335.65
		03/17/2023	13625	490515151	LOCKS & KEYS	$429.10
		COMLOCK SECURITY-GROUP			**Total Check Amount:**	**$911.06**
V50978	THE CONNECTION CORPORATION	03/17/2023	31669	110404523	COUNSELING SVCS FEB23	$3,960.00
		THE CONNECTION CORPORATION			**Total Check Amount:**	**$3,960.00**
V50979	CORE & MAIN LP	03/17/2023	27049	420515131	WATER METERS+ENCODERS	$7,985.14
		CORE & MAIN LP			**Total Check Amount:**	**$7,985.14**
V50980	CORELOGIC	03/17/2023	25542	280323215	REAL EST LISTNG FEB23	$185.00
		CORELOGIC			**Total Check Amount:**	**$185.00**
V50981	BRANDON DANIEL CROSS	03/17/2023	27883	110212111	TRAINING MILEAGE	$11.19
		BRANDON DANIEL CROSS			**Total Check Amount:**	**$11.19**
V50982	CSG CONSULTANTS	03/17/2023	25540	110000000	PLAN CHECK THRU 12/30	($2,527.00)
		03/17/2023	25540	110000000	INSP SVCS THRU 12/30	($5,902.50)
		03/17/2023	25540	84032324P	PLAN CHECK THRU 12/30	$5,887.00
		03/17/2023	25540	84032324I	INSP SVCS THRU 12/30	$25,902.50
		CSG CONSULTANTS			**Total Check Amount:**	**$23,360.00**
V50983	CUMMINS CAL PACIFIC LLC	03/17/2023	10996	480515161	GENERATOR TROUBLESHT	$1,086.70
		CUMMINS CAL PACIFIC LLC			**Total Check Amount:**	**$1,086.70**
V50984	ELLIOT AUTO SUPPLY CO., INC.	03/17/2023	3504	480515161	GASKETS	$36.28
		03/17/2023	3504	480515161	INTAKE MANIFOLD	$211.23
		ELLIOT AUTO SUPPLY CO., INC.			**Total Check Amount:**	**$247.51**
V50985	EQUIPMENT DIRECT INC	03/17/2023	4522	420515131	SAFETY GEAR	$70.31
		EQUIPMENT DIRECT INC			**Total Check Amount:**	**$70.31**
V50986	EWING IRRIGATION PRODUCTS, INC.	03/17/2023	5807	420515131	PLUMBING SUPPLIES	$302.32
		EWING IRRIGATION PRODUCTS, INC.			**Total Check Amount:**	**$302.32**

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V50987	NATHAN JESUS FERNANDEZ	03/17/2023	31483	110212132	DUI DETECTION/SFST	$24.00
			NATHAN JESUS FERNANDEZ		**Total Check Amount:**	**$24.00**
V50988	FIDELITY SECURITY LIFE INSURANCE	03/17/2023	23035	110	9827288 VISION MAR23	$2,810.25
			FIDELITY SECURITY LIFE INSURANCE		**Total Check Amount:**	**$2,810.25**
V50989	FIX AUTO LA HABRA	03/17/2023	28720	480515161	BODY REPAIR	$1,450.17
			FIX AUTO LA HABRA		**Total Check Amount:**	**$1,450.17**
V50990	FLEET SERVICES	03/17/2023	5658	480515161	BRAKE CANS	$161.88
			FLEET SERVICES		**Total Check Amount:**	**$161.88**
V50991	FUN WITH HORSES	03/17/2023	15171	110404145	HORSE FUN	$332.50
			FUN WITH HORSES		**Total Check Amount:**	**$332.50**
V50992	GEORGE HILLS COMPANY	03/17/2023	27340	470141483	MMSEA ACCT MNT FEE	$250.00
		03/17/2023	27340	470141483	CLAIMS MGMT OCT-DEC22	$3,090.00
			GEORGE HILLS COMPANY		**Total Check Amount:**	**$3,340.00**
V50993	RAY GONZALEZ	03/17/2023	31019	110404424	UMPIRE FEE 3/6/2023	$102.00
			RAY GONZALEZ		**Total Check Amount:**	**$102.00**
V50994	KRISTIN MICHELLE GRIFFITH	03/17/2023	32046	420141421	CONGRATULATORY LUNCH	$39.86
			KRISTIN MICHELLE GRIFFITH		**Total Check Amount:**	**$39.86**
V50995	GUARANTEED JANITORIAL SERVICES, INC	03/17/2023	28695	490515151	FEB23 DAY PORTERS BCC	$4,868.96
		03/17/2023	28695	490515151	FEB23 JAN SVCS:CCC	$9,311.33
		03/17/2023	28695	490515151	FEB23 JAN SVCS:P.HALL	$1,155.08
		03/17/2023	28695	490515151	FEB23 JAN SVCS:PLUNGE	$172.75
		03/17/2023	28695	110515125	FEB23 JAN SVCS:DT	$2,781.00
		03/17/2023	28695	490515151	FEB23 DAY PORTERS CCC	$4,868.96
		03/17/2023	28695	490515151	FEB23 JAN SVCS:YARD	$1,252.83
		03/17/2023	28695	490515151	FEB23 JAN SVCS:BCC	$4,466.33
		03/17/2023	28695	490515151	FEB23 JAN SVCS:SR CTR	$2,646.16
			GUARANTEED JANITORIAL SERVICES, INC		**Total Check Amount:**	**$31,523.40**
V50996	HAAKER EQUIPMENT CO.	03/17/2023	4297	480515161	AIR CYLINDER	$183.18
		03/17/2023	4297	490515151	PADS & BRUSHES	$550.06
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$733.24**
V50997	GABRIEL HANNAH	03/17/2023	17533	110404424	UMPIRE FEE 3-6-2023	$102.00
			GABRIEL HANNAH		**Total Check Amount:**	**$102.00**
V50998	JENNA M HERRERA	03/17/2023	10886	110212111	TRAINING EXPENSES	$83.38
			JENNA M HERRERA		**Total Check Amount:**	**$83.38**
V50999	INFOSEND, INC.	03/17/2023	19016	420141421	PRINT IMAGE ARCHV/ACS	$3,938.48
		03/17/2023	19016	420141421	PROGRAMMING FEE:PIA	$260.00
			INFOSEND, INC.		**Total Check Amount:**	**$4,198.48**
V51000	INLAND ROUNDBALL OFFICIALS INC.	03/17/2023	31906	110404424	REFEREE FEE 3/2-3/7	$1,350.00

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		INLAND ROUNDBALL OFFICIALS INC.			**Total Check Amount:**	**$1,350.00**
V51001	MICHAEL ARTHUR JANETZKE	03/17/2023	31661	110212111	TRAINING MILEAGE	$148.36
		MICHAEL ARTHUR JANETZKE			**Total Check Amount:**	**$148.36**
V51002	KEENAN & ASSOCIATES	03/17/2023	22439	470141483	2023 WORKERS'COMP #4	$10,951.25
		KEENAN & ASSOCIATES			**Total Check Amount:**	**$10,951.25**
V51003	KRONOS INCORPORATED	03/17/2023	22688	475141471	23/24 TELESTAFF SWMNT	$5,381.64
		KRONOS INCORPORATED			**Total Check Amount:**	**$5,381.64**
V51004	LEHR	03/17/2023	26035	480515161	2ND BATTERY INSTALL	$1,172.62
		LEHR			**Total Check Amount:**	**$1,172.62**
V51005	LOS ANGELES TRUCK CENTERS, LLC	03/17/2023	7300	480515161	SENSOR	$1,097.28
		LOS ANGELES TRUCK CENTERS, LLC			**Total Check Amount:**	**$1,097.28**
V51006	MATTHEW GOMEZ LUERA	03/17/2023	31444	110212132	DUI DETECTION/SFST	$24.00
		MATTHEW GOMEZ LUERA			**Total Check Amount:**	**$24.00**
V51007	MICHAEL BAKER INTERNATIONAL, INC.	03/17/2023	31634	110323231	PLANNING SVCS FEB23	$680.00
		MICHAEL BAKER INTERNATIONAL, INC.			**Total Check Amount:**	**$680.00**
V51008	CAITLIN MOHNEY	03/17/2023	29108	110404521	SR CTR YOGA	$120.00
		CAITLIN MOHNEY			**Total Check Amount:**	**$120.00**
V51009	MUNICIPAL WATER DISTRICT	03/17/2023	3784	420515131	INSPECTIONS JAN 2023	$777.00
		MUNICIPAL WATER DISTRICT			**Total Check Amount:**	**$777.00**
V51010	JIA ZHI (GEORGE) PAN	03/17/2023	31796	110404145	GOLF	$450.00
		JIA ZHI (GEORGE) PAN			**Total Check Amount:**	**$450.00**
V51011	PARSONS TRANSPORTATION GROUP	03/17/2023	25626	510707251	PROF SVCS THRU 11/25	$7,071.87
		PARSONS TRANSPORTATION GROUP			**Total Check Amount:**	**$7,071.87**
V51012	PLUMBERS DEPOT INC.	03/17/2023	14542	430515123	CAMERA TRUCK REPAIR	$342.58
		03/17/2023	14542	430515123	CCTV CAMERA REPAIR	$3,281.77
		03/17/2023	14542	430515123	CABLE LOCK-CAMERA TRK	$405.21
		03/17/2023	14542	430515123	SEWER LID HOOK TOOL	$430.35
		PLUMBERS DEPOT INC.			**Total Check Amount:**	**$4,459.91**
V51013	PTS COMMUNICATIONS, INC.	03/17/2023	31947	475141471	7147920398 MAR 2023	$75.00
		PTS COMMUNICATIONS, INC.			**Total Check Amount:**	**$75.00**
V51014	READWRITE EDUCATIONAL, INC.	03/17/2023	3444	110404145	READING DEVELOPMENT	$52.50
		READWRITE EDUCATIONAL, INC.			**Total Check Amount:**	**$52.50**
V51015	RICHARDS, WATSON & GERSHON	03/17/2023	8978	840141412	0116 REIMB WORK JAN23	$2,028.00
		RICHARDS, WATSON & GERSHON			**Total Check Amount:**	**$2,028.00**
V51016	ROLLINS, INC DBA ORKIN, LLC.	03/17/2023	30616	490515151	PEST CONTROL FEB 2023	$300.00
		ROLLINS, INC DBA ORKIN, LLC.			**Total Check Amount:**	**$300.00**
V51017	MARY M. SAMBRANO	03/17/2023	28001	110404521	ZUMBA GOLD	$80.00
		MARY M. SAMBRANO			**Total Check Amount:**	**$80.00**

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V51018	SC FUELS	03/17/2023	16654	480515161	CLR DIESEL 1600.2GALS	$6,869.35
		03/17/2023	16654	480515161	UNL ETH 3973.5 GALS	$17,000.78
			SC FUELS		**Total Check Amount:**	**$23,870.13**
V51019	SHAMBHALA MARTIAL ARTS INC	03/17/2023	28430	110404145	KIDS TAEKWONDO	$25.00
			SHAMBHALA MARTIAL ARTS INC		**Total Check Amount:**	**$25.00**
V51020	SHRED-IT USA	03/17/2023	7438	110111161	DOC SHRED JAN/FEB23	$15.99
		03/17/2023	7438	110212122	DOC SHRED JAN/FEB23	$280.02
		03/17/2023	7438	470141483	DOC SHRED JAN/FEB23	$15.99
			SHRED-IT USA		**Total Check Amount:**	**$312.00**
V51021	DONNA SMITH	03/17/2023	26136	110404145	DANCE CLASSES	$1,060.80
			DONNA SMITH		**Total Check Amount:**	**$1,060.80**
V51022	STATE INDUSTRIAL PRODUCTS	03/17/2023	8572	490515151	TRUCK WASH	$170.01
		03/17/2023	8572	490515151	DISINFECTANT	$267.72
			STATE INDUSTRIAL PRODUCTS		**Total Check Amount:**	**$437.73**
V51023	STEVE A. FILARSKY, ATTORNEY-AT-LAW	03/17/2023	31186	470141483	LEGAL SVCS FEB 2023	$87.50
			STEVE A. FILARSKY, ATTORNEY-AT-LAW		**Total Check Amount:**	**$87.50**
V51024	STRAUB DISTRIBUTING COMPANY	03/17/2023	14041	110404421	BREAFEST BEER	$5,806.06
		03/17/2023	14041	110404421	BREAFEST BEER RETURN	($2,769.31)
			STRAUB DISTRIBUTING COMPANY		**Total Check Amount:**	**$3,036.75**
V51025	TENNIS ANYONE ACADEMY	03/17/2023	12688	110404145	TENNIS LESSONS	$1,155.00
			TENNIS ANYONE ACADEMY		**Total Check Amount:**	**$1,155.00**
V51026	TRINITY SOUND COMPANY	03/17/2023	11364	110404521	SRCTR SOUNDSYST UPGRD	$2,862.44
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$2,862.44**
V51027	TUMBLE-N-KIDS INC.	03/17/2023	32167	110404145	GYMNASTICS	$2,217.00
			TUMBLE-N-KIDS INC.		**Total Check Amount:**	**$2,217.00**
V51028	UNITED PUMPING SERVICE, INC.	03/17/2023	16388	430515123	ARVSTA SEWER LN CLNUP	$1,651.73
			UNITED PUMPING SERVICE, INC.		**Total Check Amount:**	**$1,651.73**
V51029	US BANK XX0338 CITY MGR	03/17/2023	24704	110111151	CALCARDS 022223	$19.38
		03/17/2023	24704	480515161	CALCARDS 022223	$121.67
		03/17/2023	24704	110	CALCARDS 022223	$506.75
		03/17/2023	24704	110111111	CALCARDS 022223	$2,784.34
		03/17/2023	24704	110111143	CALCARDS 022223	$1,723.93
			US BANK XX0338 CITY MGR		**Total Check Amount:**	**$5,156.07**
V51030	US BANK XX0312 HR	03/17/2023	24776	110141481	CALCARDS 022223	$1,541.46
		03/17/2023	24776	470141483	CALCARDS 022223	$575.00
			US BANK XX0312 HR		**Total Check Amount:**	**$2,116.46**
V51033	US BANK XX0593 COMM SVC	03/17/2023	24777	110	CALCARDS-AR 022223	($76.67)
		03/17/2023	24777	110111111	CALCARDS-CE 022223	$293.21

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V51033	US BANK XX0593 COMM SVC	03/17/2023	24777	110141481	CALCARDS-RH 022223	$36.43
		03/17/2023	24777	110404211	CAL-CARD-HE-02-22-23	$172.40
		03/17/2023	24777	110404213	CAL-CARD-AC-02-22-23	$190.70
		03/17/2023	24777	110404215	CAL-CARD-DA-02-22-23	$1,104.64
		03/17/2023	24777	110404224	CAL-CARD-SS-02-22-23	$56.22
		03/17/2023	24777	110404311	CAL-CARD-AR-02-22-23	$1,213.74
		03/17/2023	24777	110404311	CALCARD-AR-02-22-23	$76.67
		03/17/2023	24777	110404425	CAL-CARD-SS-02-22-23	$237.02
		03/17/2023	24777	110404429	CAL-CARD-MM-02-22-23	$1,483.55
		03/17/2023	24777	110404429	CAL-CARD-VU-02-22-23	$4.09
		03/17/2023	24777	110404521	CAL-CARD-ER-02-22-23	$55.47
		03/17/2023	24777	110404521	CAL-CARD-FL-02-22-23	$2,045.57
		03/17/2023	24777	110404521	CAL-CARD-NG-02-22-23	$126.06
		03/17/2023	24777	110404521	CAL-CARD-TT-02-22-23	$1,804.84
		03/17/2023	24777	110404541	CAL-CARD-KC-02-22-23	$817.22
		03/17/2023	24777	110404542	CAL-CARD-HH-02-22-23	$455.06
		03/17/2023	24777	490515151	CALCARDS-TT 022223	$457.17
		03/17/2023	24777	110111143	CAL-CARD-CE-02-22-23	$622.85
		03/17/2023	24777	110404154	CAL-CARD-NA-02-22-23	$684.22
		03/17/2023	24777	110404154	CAL-CARD-RH-02-22-23	$599.38
		03/17/2023	24777	110404211	CAL-CARD-AC-02-22-23	$40.93
		03/17/2023	24777	110404211	CAL-CARD-RH-02-22-23	$549.48
		03/17/2023	24777	110404217	CAL-CARD-VU-02-22-23	$580.60
		03/17/2023	24777	110404311	CAL-CARD-HE-02-22-23	$1,472.96
		03/17/2023	24777	110404424	CAL-CARD-MM-02-22-23	$19.38
		03/17/2023	24777	110404521	CAL-CARD-AM-02-22-23	$614.13
		03/17/2023	24777	110404542	CAL-CARD-KH-02-22-23	$995.77
		03/17/2023	24777	110	CALCARDS 022223	($32.35)
		03/17/2023	24777	110111143	CALCARDS-CE 022223	($293.21)
		03/17/2023	24777	110404211	CAL-CARD-NA-02-22-23	$404.03
		03/17/2023	24777	110404213	CAL-CARD-MM-02-22-23	$10.78
		03/17/2023	24777	110404311	CAL-CARD-JC-02-22-23	$519.69
		03/17/2023	24777	110404421	CAL-CARD-KS-02-22-23	$390.00
		03/17/2023	24777	110404421	CAL-CARD-VC-02-22-23	$75.00
		03/17/2023	24777	110404425	CAL-CARD-MM-02-22-23	$42.57
		03/17/2023	24777	110404541	CALCARDS-KC 022223	$70.19
		03/17/2023	24777	110404541	CALCARDS-KC-02-22-23	$566.16

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V51033	US BANK XX0593 COMM SVC	03/17/2023	24777	110404542	CAL-CARD-EF-02-22-23	$691.80
		03/17/2023	24777	110404215	CAL-CARD-AC-02-22-23	$1,354.16
		03/17/2023	24777	110404215	CAL-CARD-HE-02-22-23	$48.64
		03/17/2023	24777	110404311	CAL-CARD-CH-02-22-23	$70.02
		03/17/2023	24777	110404311	CAL-CARD-SM-02-22-23	$73.26
		03/17/2023	24777	110404523	CAL-CARD-CP-02-22-23	$1,078.65
		03/17/2023	24777	110404523	CAL-CARD-JE-02-22-23	$686.29
		03/17/2023	24777	110404541	CAL-CARD-HB-02-22-23	$550.11
		03/17/2023	24777	110404542	CAL-CARD-KK-02-22-23	$2,438.71
		US BANK XX0593 COMM SVC			**Total Check Amount:**	**$25,477.59**
V51034	US BANK XX0502 COMM & MKTG	03/17/2023	24778	110	CALCARDS 022223	($48.48)
		03/17/2023	24778	110111143	CALCARDS 022223	$13.57
		03/17/2023	24778	110111151	CALCARDS 022223	$857.30
		03/17/2023	24778	110111152	CALCARDS 022223	$1,915.93
		03/17/2023	24778	110404311	CALCARDS 022223	$139.00
		03/17/2023	24778	110111111	CALCARDS 022223	$340.00
		US BANK XX0502 COMM & MKTG			**Total Check Amount:**	**$3,217.32**
V51035	US BANK XX0353 COMM DEV	03/17/2023	24779	110323231	CALCARD 02/22/23	$1,908.48
		03/17/2023	24779	110323231	CALCARD 02/22/23	($139.26)
		03/17/2023	24779	110323212	CALCARD 02/22/23	$167.67
		03/17/2023	24779	110323243	CALCARD 02/22/23	$198.00
		US BANK XX0353 COMM DEV			**Total Check Amount:**	**$2,134.89**
V51036	US BANK XX0270 ADMIN SVCS	03/17/2023	24781	110	CALCARDS 022223	($18.84)
		03/17/2023	24781	420141421	CALCARDS 022223	$283.52
		03/17/2023	24781	110111151	CALCARDS 022223	$175.38
		03/17/2023	24781	110111161	CALCARDS 022223	$2,003.88
		03/17/2023	24781	110141411	CALCARDS 022223	$350.92
		03/17/2023	24781	110141414	CALCARDS 022223	$553.66
		03/17/2023	24781	110141431	CALCARDS 022223	$798.75
		03/17/2023	24781	110141441	CALCARDS 022223	$271.01
		US BANK XX0270 ADMIN SVCS			**Total Check Amount:**	**$4,418.28**
V51037	US BANK XX0650 FIRE	03/17/2023	24782	110141481	CALCARDS 022223	$84.82
		03/17/2023	24782	174222222	CALCARDS 022223	$1,456.00
		03/17/2023	24782	110222211	CALCARDS 022223	$643.13
		03/17/2023	24782	110222213	CALCARDS 022223	$118.33
		03/17/2023	24782	110222221	CALCARDS 022223	$1,418.38
		03/17/2023	24782	110222223	CALCARDS 022223	$2,602.04

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V51037	US BANK XX0650 FIRE	03/17/2023	24782	110222231	CALCARDS 022223	$727.24
		03/17/2023	24782	480515161	CALCARDS 022223	$263.36
			US BANK XX0650 FIRE		**Total Check Amount:**	**$7,313.30**
V51038	US BANK XX0346 IT	03/17/2023	24783	110141441	CALCARDS 022223	$247.43
		03/17/2023	24783	460141474	CALCARDS 022223	$1,269.37
		03/17/2023	24783	110222223	CALCARDS 022223	$173.59
		03/17/2023	24783	110515125	CALCARDS 022223	$96.37
		03/17/2023	24783	280323215	CALCARDS 022223	$25.00
		03/17/2023	24783	475141471	CALCARDS 022223	$824.62
		03/17/2023	24783	110111111	CALCARDS 022223	$160.52
			US BANK XX0346 IT		**Total Check Amount:**	**$2,796.90**
V51041	US BANK XX0221 PW	03/17/2023	24784	110515125	CALCARDS 022223	$233.88
		03/17/2023	24784	480515161	CALCARDS 022223	$3,292.81
		03/17/2023	24784	110212121	CALCARDS 022223	$99.86
		03/17/2023	24784	110515121	CALCARDS 022223	$1,059.98
		03/17/2023	24784	110515141	CALCARDS 022223	$660.21
		03/17/2023	24784	110515144	CALCARDS 022223	$117.89
		03/17/2023	24784	110515148	CALCARDS 022223	$50.25
		03/17/2023	24784	490515151	CALCARDS 022223	$3,536.90
		03/17/2023	24784	110404211	CALCARDS 022223	$288.99
		03/17/2023	24784	110515143	CALCARDS 022223	$392.15
		03/17/2023	24784	110141481	CALCARDS 022223	$329.37
		03/17/2023	24784	361515148	CALCARDS 022223	$189.19
		03/17/2023	24784	420515131	CALCARDS 022223	$1,969.59
		03/17/2023	24784	430515123	CALCARDS 022223	$3,326.31
			US BANK XX0221 PW		**Total Check Amount:**	**$15,547.38**
V51043	US BANK XX0544 POLICE	03/17/2023	24785	110212111	CAL CARDS 2/22/23	$13,921.43
		03/17/2023	24785	110212141	CAL CARDS 2/22/23	$859.48
		03/17/2023	24785	110212112	CAL CARDS 2/22/23	$28.75
		03/17/2023	24785	110212131	CAL CARDS 2/22/23	$2,510.35
		03/17/2023	24785	110212134	CAL CARDS 2/22/23	$2,443.77
		03/17/2023	24785	231212141	CAL CARDS 2/22/23	$156.84
		03/17/2023	24785	480515161	CAL CARDS 2/22/23	$717.79
		03/17/2023	24785	110	CALCARDS 022223	($95.79)
		03/17/2023	24785	110212133	CAL CARDS 2/22/23	$3,408.62
		03/17/2023	24785	110212121	CAL CARDS 2/22/23	$1,369.42
		03/17/2023	24785	110212132	CAL CARDS 2/22/23	$4,989.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			US BANK XX0544 POLICE		**Total Check Amount:**	**$30,309.66**
V51044	US BANK XX3401 PW- ADMIN	03/17/2023	24786	110515171	CALCARDS 022223	$74.42
		03/17/2023	24786	420515131	CALCARDS 022223	$36.00
		03/17/2023	24786	110515111	CALCARDS 022223	$183.43
		03/17/2023	24786	430515123	CALCARDS 022223	$36.00
			US BANK XX3401 PW- ADMIN		**Total Check Amount:**	**$329.85**
V51045	VALLEY POWER SYSTEMS, INC.	03/17/2023	16506	480515161	ENGINE REPAIR	$2,776.11
			VALLEY POWER SYSTEMS, INC.		**Total Check Amount:**	**$2,776.11**
V51046	FRANCESCA GIULIANA VIVANTI	03/17/2023	32128	440515122	MILEAGE FEB 2023	$31.44
			FRANCESCA GIULIANA VIVANTI		**Total Check Amount:**	**$31.44**
V51047	WILLDAN ENGINEERING	03/17/2023	12445	510707322	CM/INSP SVCS 11/25	$12,958.00
		03/17/2023	12445	510707322	CM/INSP SVCS 8/26	$14,010.00
		03/17/2023	12445	510707322	CM/INSP SVCS 7/29	$18,560.00
		03/17/2023	12445	510707322	CM/INSP SVCS 9/30	$13,804.00
		03/17/2023	12445	510707322	LABOR COMP 9/30	$123.00
		03/17/2023	12445	510707322	CM/INSP SVCS 10/28	$16,472.00
		03/17/2023	12445	510707322	CM/LABORCOMP 12/30	$4,353.50
		03/17/2023	12445	510707322	LABOR COMP 10/28	$215.25
		03/17/2023	12445	510707322	LABOR COMP 12/30	$61.50
			WILLDAN ENGINEERING		**Total Check Amount:**	**$80,557.25**
					Voucher Subtotal	**$570,505.42**

TOTAL **$999,805.60**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192354	AT&T	03/24/2023	22050	475141471	3929185705 2-11-23	$1,287.10
		03/24/2023	22050	475141471	7727436708 2-11-23	$1,837.58
				AT&T	**Total Check Amount:**	**$3,124.68**
192355	AT&T	03/24/2023	22390	475141471	7149110022 0214-0313	$224.96
				AT&T	**Total Check Amount:**	**$224.96**
192356	AT&T CALNET	03/24/2023	20391	361515143	CALNET FEB 2023	$117.26
		03/24/2023	20391	475141471	CALNET FEB 2023	$11,422.38
		03/24/2023	20391	360515145	CALNET FEB 2023	$52.55
		03/24/2023	20391	360515147	CALNET FEB 2023	$111.43
		03/24/2023	20391	420515131	CALNET FEB 2023	$288.36
				AT&T CALNET	**Total Check Amount:**	**$11,991.98**
192357	AT&T CALNET	03/24/2023	20391	361515143	CALNET JANUARY 2023	$117.26
		03/24/2023	20391	475141471	CALNET JANUARY 2023	$195.55
				AT&T CALNET	**Total Check Amount:**	**$312.81**
192358	AT&T LONG DISTANCE	03/24/2023	1737	475141471	807752441 2/3-3/2	$40.76
				AT&T LONG DISTANCE	**Total Check Amount:**	**$40.76**
192359	BESTWAY LAUNDRY SOLUTIONS	03/24/2023	18114	110222223	FS#2 WASHER REPAIR	$416.10
				BESTWAY LAUNDRY SOLUTIONS	**Total Check Amount:**	**$416.10**
192360	CAPIO - CALIFORNIA ASSOCIATION OF	03/24/2023	25045	110111151	2023 ANNUAL MEMB	$1,237.50
				CAPIO - CALIFORNIA ASSOCIATION OF	**Total Check Amount:**	**$1,237.50**
192361	CAPLINKED, INC.	03/24/2023	31567	110111143	SUBSCRPTN 11/9-12/8	$291.67
				CAPLINKED, INC.	**Total Check Amount:**	**$291.67**
192362	CARBON HEALTH MEDICAL GROUP	03/24/2023	31936	110141481	HR MED SVCS FEB 2023	$120.00
				CARBON HEALTH MEDICAL GROUP	**Total Check Amount:**	**$120.00**
192363	CHARTER COMMUNICATIONS	03/24/2023	31694	110111151	CABLE CHGS FEB/MAR23	$69.03
		03/24/2023	31694	110404521	CABLE CHGS FEB/MAR23	$38.67
		03/24/2023	31694	110212111	CABLE CHGS FEB/MAR23	$384.69
		03/24/2023	31694	110404211	CABLE CHGS FEB/MAR23	$230.35
		03/24/2023	31694	110323212	CABLE CHGS FEB/MAR23	$86.80
		03/24/2023	31694	110111143	CABLE CHGS FEB/MAR23	$34.52
		03/24/2023	31694	110111161	CABLE CHGS FEB/MAR23	$17.77
		03/24/2023	31694	110141481	CABLE CHGS FEB/MAR23	$17.77
		03/24/2023	31694	110222211	CABLE CHGS FEB/MAR23	$71.06
		03/24/2023	31694	110404311	CABLE CHGS FEB/MAR23	$17.77
		03/24/2023	31694	420515131	CABLE CHGS FEB/MAR23	$272.06
		03/24/2023	31694	490515151	CABLE CHGS FEB/MAR23	$17.77
				CHARTER COMMUNICATIONS	**Total Check Amount:**	**$1,258.26**
192364	CHIEF LEADERSHIP	03/24/2023	31477	231212141	LDRSHP DEV CONSULT #4	$5,250.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			CHIEF LEADERSHIP		**Total Check Amount:**	**$5,250.00**
192365	CITY OF ALISO VIEJO	03/24/2023	31667	960000000	OCCMA JUN RETREAT DEP	$2,249.81
		03/24/2023	31667	960000000	OCCMA MARCH MEETING	$3,319.03
			CITY OF ALISO VIEJO		**Total Check Amount:**	**$5,568.84**
192366	CITY OF COLTON	03/24/2023	32178	420515131	500 ITRON ERTS AS-IS	$5,000.00
			CITY OF COLTON		**Total Check Amount:**	**$5,000.00**
192367	COUNTY OF ORANGE	03/24/2023	4799	110212122	PRKNG CITATIONS FEB23	$3,301.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$3,301.00**
192368	COUNTY OF ORANGE	03/24/2023	4799	110212122	OCATS FEES FEB 2023	$1,104.51
			COUNTY OF ORANGE		**Total Check Amount:**	**$1,104.51**
192369	COUNTY OF ORANGE	03/24/2023	4799	110212122	AFIS FEES MARCH 2023	$1,726.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$1,726.00**
192370	COUNTY OF ORANGE	03/24/2023	4799	172212133	RADIO PROGRAMMING BR1	$328.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$328.00**
192371	CSUF-CAL STATE UNIVERSITY FULLERTON	03/24/2023	22792	110141481	LIVESCAN DEC 2022	$220.00
			CSUF-CAL STATE UNIVERSITY FULLERTON		**Total Check Amount:**	**$220.00**
192372	DEPARTMENT OF JUSTICE	03/24/2023	13406	110141481	FINGERPRNT APPS FEB23	$601.00
			DEPARTMENT OF JUSTICE		**Total Check Amount:**	**$601.00**
192373	DISPENSING TECHNOLOGY CORPORATION	03/24/2023	28449	110515121	ASPHALT BAG MIX	$3,835.46
			DISPENSING TECHNOLOGY CORPORATION		**Total Check Amount:**	**$3,835.46**
192374	DAN DE CRISTOFARO	03/24/2023	8022	110404217	DJ TEEN EVENT 2/3/23	$450.00
			DAN DE CRISTOFARO		**Total Check Amount:**	**$450.00**
192375	SOUTHERN CALIFORNIA EDISON	03/24/2023	3343	110515121	ELECTRICITY FEB	$6,375.26
		03/24/2023	3343	420515131	ELECTRICITY FEB	$1,924.86
		03/24/2023	3343	490515151	ELECTRICITY FEB	$20,960.24
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$29,260.36**
192376	SOUTHERN CALIFORNIA EDISON	03/24/2023	3343	110515121	ELECTRICITY FEB	$4,433.54
		03/24/2023	3343	490515151	ELECTRICITY FEB	$7,531.48
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$11,965.02**
192377	KAYLEEN FARRER	03/24/2023	21869	110000000	PD REPORT REQ REFUND	$3.00
			KAYLEEN FARRER		**Total Check Amount:**	**$3.00**
192378	THE GAS COMPANY	03/24/2023	3749	490515151	GAS FEB 2023	$5,453.16
		03/24/2023	3749	420515131	GAS FEB 2023	$17.89
			THE GAS COMPANY		**Total Check Amount:**	**$5,471.05**
192379	GOLDEN ELEMENTARY SCHOOL PTA	03/24/2023	27406	110	ACCT BALANCE REFUND	$1,880.00
		03/24/2023	27406	110	RENTAL DEPOSIT REFUND	$500.00
			GOLDEN ELEMENTARY SCHOOL PTA		**Total Check Amount:**	**$2,380.00**

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192380	SUSAN YVETTE GONZALES	03/24/2023	32182	110404542	GGLAM23 WIG DESIGN	$562.00
			SUSAN YVETTE GONZALES		**Total Check Amount:**	**$562.00**
192381	HERITAGE PLAZA	03/24/2023	29392	270323218	SENIOR SUBSIDY APR23	$254.00
			HERITAGE PLAZA		**Total Check Amount:**	**$254.00**
192382	HOLLYDALE MOBILE ESTATES	03/24/2023	29393	270323218	SENIOR SUBSIDY APR23	$254.00
			HOLLYDALE MOBILE ESTATES		**Total Check Amount:**	**$254.00**
192383	HYDROPRO SOLUTIONS	03/24/2023	31845	420515131	WATER METERS+ENCODERS	$3,521.06
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$3,521.06**
192384	IMPERIAL CAR WASH	03/24/2023	30976	480515161	CARWASH FEB 2023	$479.70
			IMPERIAL CAR WASH		**Total Check Amount:**	**$479.70**
192385	INLAND WATER WORKS SUPPLY CO	03/24/2023	23904	420515131	ERT'S FOR METERS	$4,913.40
			INLAND WATER WORKS SUPPLY CO		**Total Check Amount:**	**$4,913.40**
192386	THE KNOT WORLDWIDE INC.	03/24/2023	29598	110404154	FACILITIES ADS 61269	$936.00
			THE KNOT WORLDWIDE INC.		**Total Check Amount:**	**$936.00**
192387	LAKE PARK BREA LP	03/24/2023	5289	270323218	SENIOR SUBSIDY APR23	$508.00
			LAKE PARK BREA LP		**Total Check Amount:**	**$508.00**
192388	LINDA VISTA ELEM SCHOOL PTA	03/24/2023	31596	110	ACCT BALANCE REFUND	$286.25
		03/24/2023	31596	110	RENTAL DEPOSIT REFUND	$500.00
			LINDA VISTA ELEM SCHOOL PTA		**Total Check Amount:**	**$786.25**
192389	LINDA VISTA ELEM SCHOOL PTA	03/24/2023	31596	110	LION KING 2023 PAYOUT	$8,428.00
			LINDA VISTA ELEM SCHOOL PTA		**Total Check Amount:**	**$8,428.00**
192390	MARIPOSA LANDSCAPES, INC.	03/24/2023	27959	110515143	CITY FAC/TRAILS FEB23	$5,954.32
		03/24/2023	27959	361515148	CITY FAC/TRAILS FEB23	$115.49
		03/24/2023	27959	110515148	CITY FAC/TRAILS FEB23	$2,120.27
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$8,190.08**
192391	SEAN L MATLOCK	03/24/2023	5969	110000000	STARTUP:PET EXPO 2023	$1,500.00
			SEAN L MATLOCK		**Total Check Amount:**	**$1,500.00**
192392	MOTOROLA SOLUTIONS, INC.	03/24/2023	22012	475141471	FLEX ANALYTICS 22/23	$2,599.89
			MOTOROLA SOLUTIONS, INC.		**Total Check Amount:**	**$2,599.89**
192393	NEON ONE - ARTS PEOPLE	03/24/2023	31922	110404542	TICKET FEES FEB 2023	$1,356.50
			NEON ONE - ARTS PEOPLE		**Total Check Amount:**	**$1,356.50**
192394	ORANGE VILLA SENIOR APARTMENTS	03/24/2023	29394	270323218	SENIOR SUBSIDY APR23	$254.00
			ORANGE VILLA SENIOR APARTMENTS		**Total Check Amount:**	**$254.00**
192395	PREMIUM RV INC.	03/24/2023	11981	480515161	TRAILER JACK	$184.03
			PREMIUM RV INC.		**Total Check Amount:**	**$184.03**
192396	PUENTE HILLS FORD	03/24/2023	25742	480515161	AIR BAG REPAIR	$603.46
			PUENTE HILLS FORD		**Total Check Amount:**	**$603.46**
192397	SOUTHERN CALIFORNIA PERMANENTE	03/24/2023	30681	110141481	HR MED SVCS JAN/FEB23	$1,942.00

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		SOUTHERN CALIFORNIA PERMANENTE			**Total Check Amount:**	**$1,942.00**
192398	T-MOBILE	03/24/2023	24748	110212121	DB PHONE SVCS 8920	$125.00
			T-MOBILE		**Total Check Amount:**	**$125.00**
192399	TS GOVERNMENT SOLUTIONS, LLC	03/24/2023	28596	110404215	FITNESS EQPT +SVC 3/7	$912.08
		TS GOVERNMENT SOLUTIONS, LLC			**Total Check Amount:**	**$912.08**
192400	UNIFIRST CORPORATION	03/24/2023	27988	110212131	PD LAUNDRY SVCS 2/13	$24.88
		03/24/2023	27988	110212131	PD LAUNDRY SVCS 2/6	$24.88
			UNIFIRST CORPORATION		**Total Check Amount:**	**$49.76**
192401	CF UNITED LLC	03/24/2023	30700	480515161	CARWASH FEB 2023	$121.60
			CF UNITED LLC		**Total Check Amount:**	**$121.60**
192402	URBAN GRAFFITI ENTERPRISES INC.	03/24/2023	4352	110515121	GRAFFITIREMOVAL FEB23	$2,450.00
		URBAN GRAFFITI ENTERPRISES INC.			**Total Check Amount:**	**$2,450.00**
192404	VERIZON WIRELESS	03/24/2023	21122	110111161	9928311433 0123-0222	$45.82
		03/24/2023	21122	110141431	9928311433 0123-0222	$51.64
		03/24/2023	21122	110111151	9928311433 0123-0222	$127.46
		03/24/2023	21122	110222223	9928311433 0123-0222	$1,820.77
		03/24/2023	21122	110111143	9928311433 0123-0222	$121.65
		03/24/2023	21122	110141424	9928311433 0123-0222	$31.94
		03/24/2023	21122	110141481	9928311433 0123-0222	$118.17
		03/24/2023	21122	110212111	9928311433 0123-0222	$2,058.99
		03/24/2023	21122	110515171	9928311433 0123-0222	$135.46
		03/24/2023	21122	174222222	9928311433 0123-0222	$570.15
		03/24/2023	21122	420141421	9928311433 0123-0222	$120.03
		03/24/2023	21122	420515131	9928311433 0123-0222	$1,377.64
		03/24/2023	21122	430515123	9928311433 0123-0222	$544.76
		03/24/2023	21122	475141471	9928311433 0123-0222	$1,193.70
		03/24/2023	21122	960000000	9928311433 0123-0222	$40.82
		03/24/2023	21122	110323231	9928311433 0123-0222	$81.64
		03/24/2023	21122	110323241	9928311433 0123-0222	$45.82
		03/24/2023	21122	110404311	9928311433 0123-0222	$586.75
		03/24/2023	21122	110404525	9928311433 0123-0222	$81.64
		03/24/2023	21122	110515125	9928311433 0123-0222	$11.81
		03/24/2023	21122	410515124	9928311433 0123-0222	$120.03
		03/24/2023	21122	440515122	9928311433 0123-0222	$54.30
		03/24/2023	21122	110141411	9928311433 0123-0222	$40.01
		03/24/2023	21122	110212121	9928311433 0123-0222	$5,238.03
		03/24/2023	21122	110323242	9928311433 0123-0222	$31.72
		03/24/2023	21122	460141474	9928311433 0123-0222	$127.46

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			VERIZON WIRELESS		**Total Check Amount:**	**$14,778.21**
					Check Subtotal	**$151,191.98**
V51048	ABF PRINTING & MARKETING, INC.	03/24/2023	26673	110111151	PROMO PENS	$266.89
		03/24/2023	26673	110404311	PROMO PENS	$266.89
			ABF PRINTING & MARKETING, INC.		**Total Check Amount:**	**$533.78**
V51049	ALLSTAR FIRE EQUIPMENT	03/24/2023	8353	110222221	HOODS	$1,734.11
		03/24/2023	8353	110222221	TURNOUTS-6 FULL SETS	$12,367.55
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$14,101.66**
V51050	ALTERNATIVE HOSE, INC.	03/24/2023	18488	480515161	HOSE ASSEMBLY	$197.62
		03/24/2023	18488	480515161	HOSE	$321.10
			ALTERNATIVE HOSE, INC.		**Total Check Amount:**	**$518.72**
V51051	AMERICAN LEGAL PUBLISHING CORP	03/24/2023	3794	110111161	WEB HOSTING FEE 2023	$495.00
			AMERICAN LEGAL PUBLISHING CORP		**Total Check Amount:**	**$495.00**
V51052	ASBURY ENVIRONMENTAL SERVICES	03/24/2023	9144	480515161	OIL DISPOSAL	$95.00
			ASBURY ENVIRONMENTAL SERVICES		**Total Check Amount:**	**$95.00**
V51053	AVCOGAS PROPANE SALES & SERVICES	03/24/2023	22047	480515161	PROPANE 163.6 GALS	$521.78
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$521.78**
V51054	JESUS A BARBOSA	03/24/2023	6423	110212141	CHAIRS - VIPS	$94.73
			JESUS A BARBOSA		**Total Check Amount:**	**$94.73**
V51055	BEST LAWN MOWER SERVICE	03/24/2023	16230	480515161	TRIMMER HEADS	$324.64
			BEST LAWN MOWER SERVICE		**Total Check Amount:**	**$324.64**
V51056	BREA DISPOSAL, INC	03/24/2023	3330	440515122	FEB 2023 RES TONNAGE	$62,813.50
			BREA DISPOSAL, INC		**Total Check Amount:**	**$62,813.50**
V51057	BREA TOWING	03/24/2023	16399	110212132	TOWING (TFC) FEB 2023	$761.60
		03/24/2023	16399	110212121	TOWING (INV) FEB 2023	$1,110.80
			BREA TOWING		**Total Check Amount:**	**$1,872.40**
V51058	BUCKNAM INFRASTRUCTURE GROUP, INC	03/24/2023	23775	260515121	BIENNIAL PMP UPDATE	$6,379.80
			BUCKNAM INFRASTRUCTURE GROUP, INC		**Total Check Amount:**	**$6,379.80**
V51059	CALIF INSURANCE POOL AUTHORITY	03/24/2023	21666	470141483	AUTO PHYS DMG PREM	$205.40
			CALIF INSURANCE POOL AUTHORITY		**Total Check Amount:**	**$205.40**
V51060	CAPTURE TECHNOLOGIES INC	03/24/2023	15468	110212133	LOGGER BR CHG/SW MNT	$13,000.00
			CAPTURE TECHNOLOGIES INC		**Total Check Amount:**	**$13,000.00**
V51061	CDW GOVERNMENT INC.	03/24/2023	18205	475141471	23/24 ADOBE SW/LIC	$15,059.51
			CDW GOVERNMENT INC.		**Total Check Amount:**	**$15,059.51**
V51062	CORE & MAIN LP	03/24/2023	27049	420515131	WATER METERS+ENCODERS	$2,994.43
		03/24/2023	27049	420515131	PAINT	$426.69

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			CORE & MAIN LP		**Total Check Amount:**	**$3,421.12**
V51063	CPS HR CONSULTING	03/24/2023	2971	110141481	EXEC ASST EXAM	$731.50
		03/24/2023	2971	110141481	ACCOUNT CLERK EXAM	$1,279.85
			CPS HR CONSULTING		**Total Check Amount:**	**$2,011.35**
V51064	ECONOLITE SYSTEMS, INC.	03/24/2023	27147	110515121	PEDXING RPR-STA FE RD	$351.26
		03/24/2023	27147	110515121	E/O SIGNAL MNT FEB23	$2,978.70
		03/24/2023	27147	110515121	CHK CONDUITS-FBR PULL	$2,303.26
			ECONOLITE SYSTEMS, INC.		**Total Check Amount:**	**$5,633.22**
V51065	ENTENMANN ROVIN COMPANY	03/24/2023	3457	110212111	BADGE REFINISH	$62.85
			ENTENMANN ROVIN COMPANY		**Total Check Amount:**	**$62.85**
V51066	EQUIPMENT DIRECT INC	03/24/2023	4522	110515141	NITRILE GLOVES	$198.26
		03/24/2023	4522	110515121	SAFETY VEST	$134.31
		03/24/2023	4522	420515131	SAFETY VEST	$13.85
			EQUIPMENT DIRECT INC		**Total Check Amount:**	**$346.42**
V51067	GRAINGER	03/24/2023	13634	110222221	BATTERIES	$816.34
			GRAINGER		**Total Check Amount:**	**$816.34**
V51068	HITECH SOFTWARE INC	03/24/2023	19937	110515125	CARCOUNT SYST MNT MAR	$1,345.00
			HITECH SOFTWARE INC		**Total Check Amount:**	**$1,345.00**
V51069	INLAND ROUNDBALL OFFICIALS INC.	03/24/2023	31906	110404424	REFEREE FEE 3/9-3/14	$1,350.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,350.00**
V51070	K PRO STONE CARE	03/24/2023	20535	110515141	PARKS TRASHLINRS REPL	$450.00
			K PRO STONE CARE		**Total Check Amount:**	**$450.00**
V51071	KRISTOFER KATAOKA	03/24/2023	18385	110404542	MILEAGE FEB 2023	$25.55
			KRISTOFER KATAOKA		**Total Check Amount:**	**$25.55**
V51072	KIMBALL MIDWEST	03/24/2023	23053	480515161	NUTS+BOLTS	$301.56
			KIMBALL MIDWEST		**Total Check Amount:**	**$301.56**
V51073	KRONOS INCORPORATED	03/24/2023	22688	110222223	TELESTAFF IVR JAN23	$13.96
			KRONOS INCORPORATED		**Total Check Amount:**	**$13.96**
V51074	FRANCESCO LA TORRE	03/24/2023	24398	110404521	MILEAGE FEB 2023	$104.80
			FRANCESCO LA TORRE		**Total Check Amount:**	**$104.80**
V51075	LIEBERT CASSIDY WHITMORE	03/24/2023	2489	110141481	PROF SVCS 00001 DEC22	$24.50
		03/24/2023	2489	110141481	PROF SVCS 00022 DEC22	$1,742.50
		03/24/2023	2489	110141481	PROF SVCS 00024 DEC22	$85.00
		03/24/2023	2489	110141481	PROF SVCS 00025 DEC22	$2,535.10
			LIEBERT CASSIDY WHITMORE		**Total Check Amount:**	**$4,387.10**
V51076	MUNICIPAL WATER DISTRICT	03/24/2023	3784	420515131	WATER DELIVERY FEB23	$8,826.38
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$8,826.38**
V51077	MYERS AND SONS	03/24/2023	21624	110515121	STREET SIGN MATERIALS	$1,012.20

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V51077	MYERS AND SONS	03/24/2023	21624	110515125	PAVEMENT DOTS DT PS1	$717.62
		03/24/2023	21624	110515121	SPECIAL EVENT SIGNS	$1,212.19
			MYERS AND SONS		**Total Check Amount:**	**$2,942.01**
V51078	ANTHONY NGUYEN	03/24/2023	25978	110212111	TRAINING MILEAGE	$53.71
			ANTHONY NGUYEN		**Total Check Amount:**	**$53.71**
V51079	NICKEY PETROLEUM CO., INC.	03/24/2023	6667	420515131	OIL	$2,676.89
			NICKEY PETROLEUM CO., INC.		**Total Check Amount:**	**$2,676.89**
V51080	ORANGE COUNTY SANITATION DIST.	03/24/2023	14689	110	RES SEWER FEES FEB23	$4,097.72
		03/24/2023	14689	110000000	5% COLL COMM SF FEB23	($1,677.48)
		03/24/2023	14689	110	COMM SEWER FEES FEB23	$33,549.58
		03/24/2023	14689	110000000	5% COLL RES SF FEB23	($204.89)
			ORANGE COUNTY SANITATION DIST.		**Total Check Amount:**	**$35,764.93**
V51081	PLACEWORKS, INC.	03/24/2023	26720	840141412	BREA MALL CEQA FEB23	$4.53
		03/24/2023	26720	84032323E	BREA MALL CEQA FEB23	$226.25
			PLACEWORKS, INC.		**Total Check Amount:**	**$230.78**
V51082	QUARTECH CORRECTIONS LLC	03/24/2023	29933	950000000	ILJAOC IP SUPP FEB23	$9,800.00
		03/24/2023	29933	950000000	ILAOC IP SUPP DEC22	$3,150.00
		03/24/2023	29933	951000000	ILJAOC PCDEC DEC 2022	$11,925.00
			QUARTECH CORRECTIONS LLC		**Total Check Amount:**	**$24,875.00**
V51083	RPW SERVICES, INC.	03/24/2023	3791	110515141	HERBICIDE-C.HALL PARK	$775.00
			RPW SERVICES, INC.		**Total Check Amount:**	**$775.00**
V51084	SOUTH COAST EMERGENCY VEHICLE SVC	03/24/2023	31883	480515161	LIGHT MOUNT	$917.73
		03/24/2023	31883	480515161	RESERVOIR BOTTLE	$914.33
			SOUTH COAST EMERGENCY VEHICLE SVC		**Total Check Amount:**	**$1,832.06**
V51085	SPECTRUM GAS PRODUCTS, INC.	03/24/2023	16060	174222222	OXYGEN	$89.60
			SPECTRUM GAS PRODUCTS, INC.		**Total Check Amount:**	**$89.60**
V51086	STOTZ EQUIPMENT	03/24/2023	24388	480515161	SWITCH	$44.24
			STOTZ EQUIPMENT		**Total Check Amount:**	**$44.24**
V51087	TELEFLEX LLC	03/24/2023	29101	174222222	PM SUPPLIES FS1	$2,866.16
			TELEFLEX LLC		**Total Check Amount:**	**$2,866.16**
V51088	THREE PEAKS CORP	03/24/2023	29357	510707914	SKTEPRK UPGRD RETENTN	$95,263.72
			THREE PEAKS CORP		**Total Check Amount:**	**$95,263.72**
V51089	TROPICAL PLAZA NURSERY, INC	03/24/2023	2062	345515112	MD#5 LANDSCAPE MAR23	$2,726.85
		03/24/2023	2062	110515141	FOUNDERS PARK MAR23	$1,625.00
		03/24/2023	2062	110515141	FOUNDERS PARK FEB23	$1,625.00
		03/24/2023	2062	110515141	OLNDAMSM LNDSCP MAR23	$1,950.00
		03/24/2023	2062	110515143	GATEWAY CTR MAR 2023	$1,438.50
		03/24/2023	2062	420515131	CITY RESERVOIRS MAR23	$1,662.15

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			TROPICAL PLAZA NURSERY, INC		**Total Check Amount:**	**$11,027.50**
V51090	VINTAGE CREEK SENIOR APARTMENTS LP	03/24/2023	29395	270323218	SENIOR SUBSIDY APR23	$762.00
			VINTAGE CREEK SENIOR APARTMENTS LP		**Total Check Amount:**	**$762.00**
V51091	WALTERS WHOLESALE ELECTRIC	03/24/2023	1667	110515141	WALKWAY LIGHTS	$118.01
			WALTERS WHOLESALE ELECTRIC		**Total Check Amount:**	**$118.01**
V51092	WAXIE SANITARY SUPPLY	03/24/2023	3332	110212121	JANITORIAL SUPPLIES	$246.72
		03/24/2023	3332	490515151	JANITORIAL SUPPLIES	$8,734.50
			WAXIE SANITARY SUPPLY		**Total Check Amount:**	**$8,981.22**
V51093	WEST COAST SAND & GRAVEL, INC.	03/24/2023	11519	420515131	SAND	$466.91
			WEST COAST SAND & GRAVEL, INC.		**Total Check Amount:**	**$466.91**
V51094	WILLDAN FINANCIAL SERVICES	03/24/2023	23058	110141431	21/22 SB1029 CDIAC	$2,400.00
		03/24/2023	23058	630141432	21/22 SB1029 CDIAC	$1,900.00
		03/24/2023	23058	420141431	21/22 SB1029 CDIAC	$1,200.00
		03/24/2023	23058	875141431	21/22 SB1029 CDIAC	$950.00
		03/24/2023	23058	630141432	21/22 CONT DISC SVCS	$5,989.00
			WILLDAN FINANCIAL SERVICES		**Total Check Amount:**	**$12,439.00**
V51095	SARA L. WOODWARD	03/24/2023	26083	110212122	MILEAGE FEB 2023	$85.94
			SARA L. WOODWARD		**Total Check Amount:**	**$85.94**
V51096	ZUMAR INDUSTRIES, INC.	03/24/2023	3802	110515121	ROUTERS	$966.38
			ZUMAR INDUSTRIES, INC.		**Total Check Amount:**	**$966.38**
					Voucher Subtotal	**$347,372.63**
W23015	THE BANK OF NEW YORK MELLON	03/20/2023	16062	110	2021REFNDNG LEASE REV BND	$44,400.00
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$44,400.00**
					Wire Subtotal	**$44,400.00**
					TOTAL	**$542,964.61**

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192405	AT&T	03/31/2023	22050	475141471	9050766703 3-11-2023	$1,287.10
		03/31/2023	22050	475141471	7605717709 3-11-23	$1,848.52
			AT&T		**Total Check Amount:**	**$3,135.62**
192406	AT&T	03/31/2023	22390	475141471	7149110022 0314-0413	$234.96
			AT&T		**Total Check Amount:**	**$234.96**
192407	AT&T LONG DISTANCE	03/31/2023	1737	475141471	807752441 3/3-4/2	$40.76
			AT&T LONG DISTANCE		**Total Check Amount:**	**$40.76**
192408	ELAINE BROMKA	03/31/2023	32184	110404542	TFT23 TRAVEL REIMB	$581.95
			ELAINE BROMKA		**Total Check Amount:**	**$581.95**
192409	CHARTER COMMUNICATIONS	03/31/2023	31694	110111143	CABLE CHGS MAR/APR23	$95.13
			CHARTER COMMUNICATIONS		**Total Check Amount:**	**$95.13**
192410	CIVILTEC ENGINEERING INC.	03/31/2023	2581	510707609	PROF SVCS THRU 12/31	$1,762.50
		03/31/2023	2581	510707470	PROF SVCS THRU 3/3	$8,175.00
			CIVILTEC ENGINEERING INC.		**Total Check Amount:**	**$9,937.50**
192411	COAST RECREATION, INC.	03/31/2023	17790	110515144	PLAYGROUND EQPT PARTS	$718.74
			COAST RECREATION, INC.		**Total Check Amount:**	**$718.74**
192412	THE COUNSELING TEAM INTERNATIONAL	03/31/2023	13933	110222221	EMPL SUPP SVCS JAN23	$440.00
			THE COUNSELING TEAM INTERNATIONAL		**Total Check Amount:**	**$440.00**
192413	CT&T CONCRETE PAVING, INC.	03/31/2023	28593	110515121	CW CONCRETE PROJ PP2	$74,115.00
		03/31/2023	28593	341515112	EMERG S/WALK RPR-E.H.	$21,314.40
		03/31/2023	28593	510707313	CW CONCRETE PROJ PP2	$66,944.54
			CT&T CONCRETE PAVING, INC.		**Total Check Amount:**	**$162,373.94**
192414	SOUTHERN CALIFORNIA EDISON	03/31/2023	3343	110515144	ELECTRICITY MAR 2023	$3,528.83
		03/31/2023	3343	110515143	ELECTRICITY MAR 2023	($191.28)
		03/31/2023	3343	110515121	ELECTRICITY MAR 2023	$1,681.51
		03/31/2023	3343	110515141	ELECTRICITY MAR 2023	$3,970.89
		03/31/2023	3343	360515145	ELECTRICITY MAR 2023	$1,162.46
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$10,152.41**
192415	FEHR & PEERS	03/31/2023	18041	510707305	EIR PEER REVW DEC/JAN	$2,832.50
			FEHR & PEERS		**Total Check Amount:**	**$2,832.50**
192416	FIRST LOAN	03/31/2023	32162	110	562312853 032423 PR	$674.48
			FIRST LOAN		**Total Check Amount:**	**$674.48**
192417	FRANCHISE TAX BOARD/ST OF CALIF	03/31/2023	12043	110	571810253 032423 PR	$30.00
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$30.00**
192418	FRONTIER COMMUNICATIONS	03/31/2023	26183	420515131	5621821023 3/7-4/6	$63.42
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$63.42**
192419	THE GAS COMPANY	03/31/2023	3749	490515151	GAS MAR 2023	$6,873.95
			THE GAS COMPANY		**Total Check Amount:**	**$6,873.95**

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192420	GMS ELEVATOR SERVICES, INC.	03/31/2023	29109	110515125	MO. SVC:11 ELEV MAR23	$1,110.00
		03/31/2023	29109	490515151	MO. SVC:11 ELEV MAR23	$1,345.00
		GMS ELEVATOR SERVICES, INC.			**Total Check Amount:**	**$2,455.00**
192421	HARBOR TRUCK BODIES, INC.	03/31/2023	18241	480515161	UTILITY DRAWERS	$4,044.37
		HARBOR TRUCK BODIES, INC.			**Total Check Amount:**	**$4,044.37**
192422	HF&H CONSULTANTS, LLC	03/31/2023	27542	440515122	SB1383 SVCS JAN 2023	$7,531.50
		HF&H CONSULTANTS, LLC			**Total Check Amount:**	**$7,531.50**
192423	HYDROPRO SOLUTIONS	03/31/2023	31845	420515131	WATER METERS+ENCODERS	$4,435.31
		HYDROPRO SOLUTIONS			**Total Check Amount:**	**$4,435.31**
192424	INTIME SOLUTIONS INC.	03/31/2023	20876	951	ILJAOC ISE-OC SHERIFF	$32,500.00
		INTIME SOLUTIONS INC.			**Total Check Amount:**	**$32,500.00**
192425	JACKSON'S AUTO SUPPLY	03/31/2023	1143	480515161	AUTO SUPPLIES FEB23	$5,729.27
		JACKSON'S AUTO SUPPLY			**Total Check Amount:**	**$5,729.27**
192426	THE JAMIE SMYTH GROUP. LLC	03/31/2023	32181	475141471	S/W SUPPORT MAR-JUN23	$13,500.00
		THE JAMIE SMYTH GROUP. LLC			**Total Check Amount:**	**$13,500.00**
192427	KEN GRODY FORD	03/31/2023	31440	430515123	NEW 2022 FORD F250	$17,500.00
		03/31/2023	31440	410515124	NEW 2022 FORD F250	$17,500.00
		03/31/2023	31440	480515161	NEW 2022 FORD F250	$4,262.75
		KEN GRODY FORD			**Total Check Amount:**	**$39,262.75**
192428	PARESH KHATRI	03/31/2023	19142	110	RENTAL DEPOSIT REFUND	$1,480.00
		PARESH KHATRI			**Total Check Amount:**	**$1,480.00**
192429	MARK THOMAS & COMPANY, INC	03/31/2023	30436	510707946	TRACKS W.EXT JUN22	$5,000.00
		03/31/2023	30436	510707946	TRACKS W.EXT THRU 1/1	$1,900.00
		03/31/2023	30436	510707946	TRACKS W.EXT THRU1/29	$600.00
		MARK THOMAS & COMPANY, INC			**Total Check Amount:**	**$7,500.00**
192430	NATIONAL AUTO FLEET GROUP	03/31/2023	26939	542222221	FIRE BC TRK PO-222089	$99,164.48
		NATIONAL AUTO FLEET GROUP			**Total Check Amount:**	**$99,164.48**
192431	PACIFIC TRUCK EQUIPMENT INC	03/31/2023	24755	480515161	DRAWER SLIDES	$359.16
		PACIFIC TRUCK EQUIPMENT INC			**Total Check Amount:**	**$359.16**
192432	PARETO PLANNING	03/31/2023	32168	510707305	DEIR REVIEW DEC 2022	$4,907.83
		03/31/2023	32168	510707305	DEIR REVIEW JAN/FEB23	$3,592.17
		PARETO PLANNING			**Total Check Amount:**	**$8,500.00**
192433	PUENTE HILLS FORD	03/31/2023	25742	480515161	DEFLECTOR	$246.45
		03/31/2023	25742	480515161	HEADLIGHT KIT	$728.10
		PUENTE HILLS FORD			**Total Check Amount:**	**$974.55**
192434	QUICK CRETE PRODUCTS CORP.	03/31/2023	14221	110515148	BOLLARDS-TRACKS SEG 5	$2,504.11
		QUICK CRETE PRODUCTS CORP.			**Total Check Amount:**	**$2,504.11**
192435	INTERNATIONAL RADIO, LLC	03/31/2023	32134	110	RADIO MICS S/TAX	($202.15)

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192435	INTERNATIONAL RADIO, LLC	03/31/2023	32134	110222223	RADIO MICROPHONES	$2,826.15
			INTERNATIONAL RADIO, LLC		**Total Check Amount:**	**$2,624.00**
192436	RENNE SLOAN HOTLZMAN SAKAI, LLP	03/31/2023	27580	110141481	2021 COMPSURVEY FEB23	$160.00
			RENNE SLOAN HOTLZMAN SAKAI, LLP		**Total Check Amount:**	**$160.00**
192437	ROCK BOTTOM CONSTRUCTION	03/31/2023	32185	840000000	DEVELOPER FEE REFUND	$97.50
			ROCK BOTTOM CONSTRUCTION		**Total Check Amount:**	**$97.50**
192438	SELMAN CHEVROLET COMPANY	03/31/2023	23747	480515161	KEY	$233.95
			SELMAN CHEVROLET COMPANY		**Total Check Amount:**	**$233.95**
192439	SERVPRO OF E. FULLERTON/PLACENTIA	03/31/2023	32127	430515123	SEWER RPR-MOONSTONE	$21,642.35
			SERVPRO OF E. FULLERTON/PLACENTIA		**Total Check Amount:**	**$21,642.35**
192440	SOUTHERN CALIFORNIA PERMANENTE	03/31/2023	30681	110141481	HR MED SVCS FEB/MAR23	$1,884.00
			SOUTHERN CALIFORNIA PERMANENTE		**Total Check Amount:**	**$1,884.00**
192441	CARMELO SPUADRITO	03/31/2023	32186	110000000	PD REPORT REQ REFUND	$3.00
			CARMELO SPUADRITO		**Total Check Amount:**	**$3.00**
192442	SURFAS, INC.	03/31/2023	30568	181404250	ICE MAKER - BCC CAFE	$4,936.65
			SURFAS, INC.		**Total Check Amount:**	**$4,936.65**
192443	SWAPE, LLC	03/31/2023	32169	510707305	PROF SVCS JAN 2023	$776.25
			SWAPE, LLC		**Total Check Amount:**	**$776.25**
192444	U.S. POSTAL SERVICE	03/31/2023	13260	110404541	23/24 #8138 BREA ARTS	$96.66
		03/31/2023	13260	110404542	23/24 #8138 BREA ARTS	$96.67
		03/31/2023	13260	110404421	23/24 #8138 BREA ARTS	$96.67
			U.S. POSTAL SERVICE		**Total Check Amount:**	**$290.00**
3038208	MUFG UNION BANK	03/27/2023	29234	930		$0.00
			MUFG UNION BANK		**Total Check Amount:**	**$0.00**
					Check Subtotal	**$460,773.56**
V51097	ADMINISTRATIVE & PROF	03/31/2023	3344	110	4010 APEA MEMB 032423	$456.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$456.00**
V51098	THE ADVANTAGE GROUP	03/31/2023	24539	110	808B FSADEPCAR 032423	$1,699.99
		03/31/2023	24539	110	808C FSA URMED 032423	$5,996.19
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$7,696.18**
V51099	ALLSTAR FIRE EQUIPMENT	03/31/2023	8353	110222221	SCBA REPAIR	$21.20
		03/31/2023	8353	172222221	SCBA (50 UNITS)	$289,826.49
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$289,847.69**
V51100	AM-TEC TOTAL SECURITY INC	03/31/2023	30658	110404523	INSTALL 2 BRC CAMERAS	$4,886.59
			AM-TEC TOTAL SECURITY INC		**Total Check Amount:**	**$4,886.59**
V51101	BEST LAWN MOWER SERVICE	03/31/2023	16230	480515161	GENERATORS + CHAINSAW	$3,764.17
			BEST LAWN MOWER SERVICE		**Total Check Amount:**	**$3,764.17**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51102	BPSEA MEMORIAL FOUNDATION	03/31/2023	14990	110	4050 MEMORIAL 032423	$140.50
		BPSEA MEMORIAL FOUNDATION			**Total Check Amount:**	**$140.50**
V51103	BREA CITY EMPLOYEES ASSOCIATION	03/31/2023	3236	110	4005 BCEA MEMB 032423	$696.00
		BREA CITY EMPLOYEES ASSOCIATION			**Total Check Amount:**	**$696.00**
V51104	BREA FIREFIGHTERS ASSOCIATION	03/31/2023	3237	110	4016 ASSOCMEMB 032423	$3,074.00
		BREA FIREFIGHTERS ASSOCIATION			**Total Check Amount:**	**$3,074.00**
V51105	BREA POLICE ASSOCIATION	03/31/2023	3769	110	4030 BPA REG 032423	$3,300.00
		BREA POLICE ASSOCIATION			**Total Check Amount:**	**$3,300.00**
V51106	BREA POLICE ATHLETIC LEAGUE	03/31/2023	1068	110	5010 B.P.A.L. 032423	$122.50
		BREA POLICE ATHLETIC LEAGUE			**Total Check Amount:**	**$122.50**
V51107	BREA POLICE MANAGEMENT ASSOCIATION	03/31/2023	21189	110	4019 LDF MEMB 032423	$9.50
		03/31/2023	21189	110	4020 PMA MEMB 032423	$162.50
		BREA POLICE MANAGEMENT ASSOCIATION			**Total Check Amount:**	**$172.00**
V51108	BREA/ORANGE COUNTY PLUMBING	03/31/2023	3781	490515151	MAIN LINE STOPPAGE	$210.00
		03/31/2023	3781	490515151	RELINE P. HALL SEWER	$13,500.00
		03/31/2023	3781	490515151	FS2 SHWR VALVE REPAIR	$302.75
		BREA/ORANGE COUNTY PLUMBING			**Total Check Amount:**	**$14,012.75**
V51109	BUTLER CHEMICALS, INC.	03/31/2023	6515	490515151	SR CTR D/W SVC FEB23	$188.56
		BUTLER CHEMICALS, INC.			**Total Check Amount:**	**$188.56**
V51110	C. WELLS PIPELINE MATERIALS INC	03/31/2023	13055	420515131	TOOLS	$258.60
		C. WELLS PIPELINE MATERIALS INC			**Total Check Amount:**	**$258.60**
V51111	COMLOCK SECURITY-GROUP	03/31/2023	13625	480515161	KEY RINGS	$4.42
		03/31/2023	13625	480515161	KEYS	$25.21
		03/31/2023	13625	490515151	KEYS	$148.40
		COMLOCK SECURITY-GROUP			**Total Check Amount:**	**$178.03**
V51112	CSG CONSULTANTS	03/31/2023	25540	110000000	INSP SVCS THRU 1/27	($4,572.50)
		03/31/2023	25540	510707978	PLAN CHECK SVCS FEB23	$5,250.00
		03/31/2023	25540	110000000	PLAN CHECK THRU 1/27	($361.00)
		03/31/2023	25540	110000000	PLAN CHECK SVCS FEB23	$1,183.50
		03/31/2023	25540	84032324P	PLAN CHECK THRU 1/27	$6,061.00
		03/31/2023	25540	84032324I	INSP SVCS THRU 1/27	$20,572.50
		03/31/2023	25540	84032324P	PLAN CHECK SVCS FEB23	$15,254.00
		CSG CONSULTANTS			**Total Check Amount:**	**$43,387.50**
V51113	EQUIPMENT DIRECT INC	03/31/2023	4522	110515141	SAFETY GEAR	$199.37
		03/31/2023	4522	480515161	GLOVES	$28.93
		03/31/2023	4522	480515161	SAFETY SUPPLIES	$142.29
		03/31/2023	4522	420515131	SAFETY GEAR	$416.39
		EQUIPMENT DIRECT INC			**Total Check Amount:**	**$786.98**

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V51114	EVERNORTH BEHAVIORAL HEALTH INC.	03/31/2023	26628	110141481	EAP SVCS APRIL 2023	$1,089.84
			EVERNORTH BEHAVIORAL HEALTH INC.		**Total Check Amount:**	**$1,089.84**
V51115	FLEET SERVICES	03/31/2023	5658	480515161	TRUCK BED REPAIR	$1,180.00
		03/31/2023	5658	480515161	AIR DRYER	$392.97
			FLEET SERVICES		**Total Check Amount:**	**$1,572.97**
V51116	FUSCOE ENGINEERING, INC.	03/31/2023	18052	840141412	WQMP PLAN CHECK FEB23	$1,904.00
		03/31/2023	18052	410515132	NPDES S/W SVCS FEB23	$5,100.00
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$7,004.00**
V51117	GALE SUPPLY COMPANY	03/31/2023	21090	490515151	JANITORIAL SUPPLIES	$454.59
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$454.59**
V51118	DESTINY ANGEL GARCIA	03/31/2023	32045	110212111	TRAINING EXPENSES	$16.00
			DESTINY ANGEL GARCIA		**Total Check Amount:**	**$16.00**
V51119	GIS PLANNING INC	03/31/2023	30438	110323214	22/23 ZMPROSPCTOR ENT	$3,720.00
			GIS PLANNING INC		**Total Check Amount:**	**$3,720.00**
V51120	GUARANTEED JANITORIAL SERVICES, INC	03/31/2023	28695	110515125	PORTERS-DT CAR SHOW	$240.00
		03/31/2023	28695	490515151	PORTERS-NUTCRACKR BTQ	$450.00
			GUARANTEED JANITORIAL SERVICES, INC		**Total Check Amount:**	**$690.00**
V51121	K PRO STONE CARE	03/31/2023	20535	110404211	BCC TILE SEAL/CLEAN	$4,887.50
		03/31/2023	20535	490515151	BCC TILE CLEANING	$1,500.00
			K PRO STONE CARE		**Total Check Amount:**	**$6,387.50**
V51122	KRISTOFER KATAOKA	03/31/2023	18385	110404542	MILEAGE MAR 2023	$25.55
			KRISTOFER KATAOKA		**Total Check Amount:**	**$25.55**
V51123	KEYSER MARSTON ASSOCIATES, INC.	03/31/2023	25482	84032323E	PROF SVCS NOV 2022	$1,050.00
			KEYSER MARSTON ASSOCIATES, INC.		**Total Check Amount:**	**$1,050.00**
V51124	KREUZER CONSULTING GROUP	03/31/2023	22072	510707717	ENGG DESGN-CLFWD 2/28	$3,801.88
		03/31/2023	22072	510707717	ENGG DSGN-BALSA 2/28	$3,458.87
			KREUZER CONSULTING GROUP		**Total Check Amount:**	**$7,260.75**
V51125	KWIK KLEEN	03/31/2023	23771	480515161	PARTS WASHER SERVICE	$165.00
			KWIK KLEEN		**Total Check Amount:**	**$165.00**
V51126	LIEBERT CASSIDY WHITMORE	03/31/2023	2489	470141483	PROF SVCS 00021 JAN23	$2,162.95
		03/31/2023	2489	110141481	PROF SVCS 00025 JAN23	$1,109.00
			LIEBERT CASSIDY WHITMORE		**Total Check Amount:**	**$3,271.95**
V51127	LIFE-ASSIST, INC.	03/31/2023	10530	174222222	PM SUPPLIES FS2	$137.54
		03/31/2023	10530	174222222	PM SUPPLIES FS3	$2,412.52
			LIFE-ASSIST, INC.		**Total Check Amount:**	**$2,550.06**
V51128	LINEGEAR	03/31/2023	23894	110222221	UNIFORMS	$460.90
		03/31/2023	23894	110222221	EMBROIDERY/REPAIR	$22.63

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V51128	LINEGEAR	03/31/2023	23894	110222231	UNIFORM (PREVENTION)	$175.63
		03/31/2023	23894	110222231	UNIFORMS (PREVENTION)	$967.06
			LINEGEAR		**Total Check Amount:**	**$1,626.22**
V51129	LM PAINTING & CONST/LEO'S A/C	03/31/2023	19676	490515151	PAINT 3 OFFICES CCFL3	$4,799.00
			LM PAINTING & CONST/LEO'S A/C		**Total Check Amount:**	**$4,799.00**
V51130	MICHAEL BAKER INTERNATIONAL, INC.	03/31/2023	31634	84032323E	PROF SVCS FEB 2023	$7,395.00
			MICHAEL BAKER INTERNATIONAL, INC.		**Total Check Amount:**	**$7,395.00**
V51131	MINER, LTD	03/31/2023	27173	490515151	APP BAY DOOR RPR FS2	$1,379.13
		03/31/2023	27173	490515151	APP BAY DOOR RPR FS4	$775.68
			MINER, LTD		**Total Check Amount:**	**$2,154.81**
V51132	MUNICIPAL WATER DISTRICT	03/31/2023	3784	420515131	INSPECTIONS FEB 2023	$888.00
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$888.00**
V51133	PLUMBING WHOLESALE OUTLET, INC.	03/31/2023	18392	360515145	WILDCATTERS PK RR RPR	$107.37
			PLUMBING WHOLESALE OUTLET, INC.		**Total Check Amount:**	**$107.37**
V51134	RCS INVESTIGATIONS & CONSULTING LLC	03/31/2023	22534	110212111	BCKGRND INVESTIGATION	$1,750.00
			RCS INVESTIGATIONS & CONSULTING LLC		**Total Check Amount:**	**$1,750.00**
V51135	SHAW INDUSTRIES, INC	03/31/2023	22730	181404250	BCC ART STUDIO FLOOR	$17,163.59
		03/31/2023	22730	110404542	THTR GREEN RM CARPET	$9,288.03
			SHAW INDUSTRIES, INC		**Total Check Amount:**	**$26,451.62**
V51136	SOUTH COAST EMERGENCY VEHICLE SVC	03/31/2023	31883	480515161	IDLER PULLEY	$40.51
			SOUTH COAST EMERGENCY VEHICLE SVC		**Total Check Amount:**	**$40.51**
V51137	STATE INDUSTRIAL PRODUCTS	03/31/2023	8572	490515151	GLASS CLEANER	$195.42
			STATE INDUSTRIAL PRODUCTS		**Total Check Amount:**	**$195.42**
V51138	LETICIA TRUJILLO	03/31/2023	22054	110404521	ZUMBA GOLD	$80.00
			LETICIA TRUJILLO		**Total Check Amount:**	**$80.00**
V51139	NATASHA UMRIGAR-MOLLA	03/31/2023	32097	110404215	YOGA	$112.00
			NATASHA UMRIGAR-MOLLA		**Total Check Amount:**	**$112.00**
V51140	UNITED ROTARY BRUSH CORPORATION	03/31/2023	16649	480	SWEEPER BRMS S/TAX	($71.70)
		03/31/2023	16649	480515161	SWEEPER BROOMS	$1,352.78
		03/31/2023	16649	480	SWEEPER BROOMS S/TAX	($25.60)
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$1,255.48**
V51141	VIDO SAMARZICH, INC	03/31/2023	22565	510707466	PROG PYMT #8 JAN 2023	$162,577.30
			VIDO SAMARZICH, INC		**Total Check Amount:**	**$162,577.30**
V51142	VISTA PAINT CORPORATION	03/31/2023	4573	490515151	PAINT SUPPLIES	$140.42
			VISTA PAINT CORPORATION		**Total Check Amount:**	**$140.42**
V51143	WILLDAN ENGINEERING	03/31/2023	12445	110000000	INSP SVCS THRU 11/25	($5,018.00)
		03/31/2023	12445	110000000	INSP SVCS THRU 9/30	($6,016.00)

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V51143	WILLDAN ENGINEERING	03/31/2023	12445	110515171	INSP SVCS THRU 9/30	$928.00
		03/31/2023	12445	110515171	INSP SVCS THRU 11/25	$348.00
		03/31/2023	12445	84051517I	INSP SVCS THRU 9/30	$29,100.00
		03/31/2023	12445	84051517I	INSP SVCS THRU 11/25	$22,650.00
				WILLDAN ENGINEERING	**Total Check Amount:**	**$41,992.00**
V51144	ZERO WASTE USA INC/MUTT MITT	03/31/2023	22125	343515112	DOG WASTE BAGS	$347.86
		03/31/2023	22125	346515112	DOG WASTE BAGS	$147.86
		03/31/2023	22125	360515147	DOG WASTE BAGS	$529.76
				ZERO WASTE USA INC/MUTT MITT	**Total Check Amount:**	**$1,025.48**
V51145	ZOLL MEDICAL CORPORATION	03/31/2023	23538	174222222	LIFEBAND/AUTO PULSE	$785.41
				ZOLL MEDICAL CORPORATION	**Total Check Amount:**	**$785.41**
					Voucher Subtotal	**$661,602.30**
W23016	MUFG UNION BANK	03/27/2023	29234	930	TRANSFER DEP TO LAIF	$1,800,000.00
				MUFG UNION BANK	**Total Check Amount:**	**$1,800,000.00**
					Wire Subtotal	**$1,800,000.00**
					TOTAL	**$2,922,375.86**

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192445	ARDURRA GROUP, INC.	04/07/2023	29147	510707978	PLAN CHECK SVCS FEB23	$10,155.43
		04/07/2023	29147	510707324	DSGN/ENGG SVCS FEB23	$190.00
		04/07/2023	29147	510707626	ENGG DSGN SVCS FEB23	$332.50
		04/07/2023	29147	510707466	ENGG DSGN SVCS FEB23	$332.50
		04/07/2023	29147	510707479	ENGG DSGN SVCS FEB23	$332.50
		04/07/2023	29147	510707609	ENGG DSGN SVCS FEB23	$332.16
		04/07/2023	29147	510707633	ENGG DSGN SVCS FEB23	$332.50
		04/07/2023	29147	510707329	ENGG DSGN SVCS FEB23	$332.50
		04/07/2023	29147	510707631	ENGG DSGN SVCS FEB23	$332.50
				ARDURRA GROUP, INC.	**Total Check Amount:**	**$12,672.59**
192446	ARTS ORANGE COUNTY	04/07/2023	3372	110404541	ONLINE ADS	$300.00
				ARTS ORANGE COUNTY	**Total Check Amount:**	**$300.00**
192447	AT&T CALNET	04/07/2023	20391	475141471	CALNET MAR 2023	$7,518.29
		04/07/2023	20391	360515145	CALNET MAR 2023	$52.55
		04/07/2023	20391	360515147	CALNET MAR 2023	$28.18
		04/07/2023	20391	361515143	CALNET MAR 2023	$117.26
		04/07/2023	20391	420515131	CALNET MAR 2023	$288.38
				AT&T CALNET	**Total Check Amount:**	**$8,004.66**
192448	BEARINGS & DRIVES INC	04/07/2023	8461	480515161	BEARINGS	$12.22
				BEARINGS & DRIVES INC	**Total Check Amount:**	**$12.22**
192449	AURORA BEWICKE	04/07/2023	31733	110	DD23 ARTWORK SALES	$259.00
				AURORA BEWICKE	**Total Check Amount:**	**$259.00**
192450	CINTAS	04/07/2023	24347	110404211	FIRST AID RESTOCK BCC	$134.09
				CINTAS	**Total Check Amount:**	**$134.09**
192451	CITY OF BREA - WATER DEPT	04/07/2023	2039	490515151	FIRE METERS 2/6-3/7	$221.35
				CITY OF BREA - WATER DEPT	**Total Check Amount:**	**$221.35**
192453	CITY OF BREA - WATER DEPT	04/07/2023	2039	110515141	WATER 2/6-3/7	$13,322.76
		04/07/2023	2039	110515148	WATER 2/6-3/7	$1,801.72
		04/07/2023	2039	420515131	WATER 2/6-3/7	$183.31
		04/07/2023	2039	110404521	WATER 2/6-3/7	$267.14
		04/07/2023	2039	347515112	WATER 2/6-3/7	$364.57
		04/07/2023	2039	430515123	WATER 2/6-3/7	$270.43
		04/07/2023	2039	110404422	WATER 2/6-3/7	$708.57
		04/07/2023	2039	341515112	WATER 2/6-3/7	$193.95
		04/07/2023	2039	343515112	WATER 2/6-3/7	$1,137.88
		04/07/2023	2039	345515112	WATER 2/6-3/7	$1,084.03
		04/07/2023	2039	346515112	WATER 2/6-3/7	$1,417.54
		04/07/2023	2039	360515145	WATER 2/6-3/7	$1,521.87

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192453	CITY OF BREA - WATER DEPT	04/07/2023	2039	361515148	WATER 2/6-3/7	$119.91
		04/07/2023	2039	465515149	WATER 2/6-3/7	$12,007.46
		04/07/2023	2039	110515143	WATER 2/6-3/7	$8,060.68
		04/07/2023	2039	360515147	WATER 2/6-3/7	$119.91
		04/07/2023	2039	361515143	WATER 2/6-3/7	$152.44
		04/07/2023	2039	490515151	WATER 2/6-3/7	$3,533.40
				CITY OF BREA - WATER DEPT	**Total Check Amount:**	**$46,267.57**
192454	CITY OF BREA - WATER DEPT	04/07/2023	2039	110515141	WATER 1/5-2/6	$5,974.81
		04/07/2023	2039	361515143	WATER 1/5-2/6	$83.24
				CITY OF BREA - WATER DEPT	**Total Check Amount:**	**$6,058.05**
192455	CIVILTEC ENGINEERING INC.	04/07/2023	2581	510707609	PROF SVCS THRU 3/3/23	$5,570.24
				CIVILTEC ENGINEERING INC.	**Total Check Amount:**	**$5,570.24**
192456	DFS FLOORING	04/07/2023	16712	490515151	CLEAN CARPET/UPH-FS1	$510.00
		04/07/2023	16712	490515151	CLEAN CARPET/UPH-FS3	$995.00
		04/07/2023	16712	490515151	CLEAN CARPET/UPH-FS2	$1,565.00
		04/07/2023	16712	490515151	CLEAN CARPET/UPH-FS4	$655.00
				DFS FLOORING	**Total Check Amount:**	**$3,725.00**
192457	DOWNTOWN FORD SALES	04/07/2023	18138	480515161	2022 FORDF250 4X2UTIL	$48,216.10
				DOWNTOWN FORD SALES	**Total Check Amount:**	**$48,216.10**
192458	SOUTHERN CALIFORNIA EDISON	04/07/2023	3343	110515125	ELECTRICITY MAR 2023	$21,599.17
		04/07/2023	3343	110515121	ELECTRICITY MAR 2023	$1,017.41
				SOUTHERN CALIFORNIA EDISON	**Total Check Amount:**	**$22,616.58**
192459	ERIC W. GRUVER PHD	04/07/2023	7856	110141481	PRE-EMPLOYMENT EVAL	$425.00
				ERIC W. GRUVER PHD	**Total Check Amount:**	**$425.00**
192460	FRONTIER COMMUNICATIONS	04/07/2023	26183	475141471	5621820146 3/16-4/15	$45.50
				FRONTIER COMMUNICATIONS	**Total Check Amount:**	**$45.50**
192461	GALVEZ QUALITY AUTO GLASS	04/07/2023	27010	480515161	WINDSHIELD REPAIR	$465.00
				GALVEZ QUALITY AUTO GLASS	**Total Check Amount:**	**$465.00**
192462	GMS ELEVATOR SERVICES, INC.	04/07/2023	29109	110515125	ELEVATOR SVC DT PS2	$2,983.00
		04/07/2023	29109	490515151	ELEVATOR SVC CCC EXEC	$658.00
		04/07/2023	29109	110515125	ELEVATOR SVC DT PS3	$2,053.00
		04/07/2023	29109	490515151	ELEVATOR SVC CCC MAIN	$658.00
		04/07/2023	29109	110515125	ELEVATOR SVC DT PS2	$978.00
				GMS ELEVATOR SERVICES, INC.	**Total Check Amount:**	**$7,330.00**
192463	HERITAGE OAK ELEMENTARY SCHOOL	04/07/2023	23943	110	RENTAL DEPOSIT REFUND	$500.00
				HERITAGE OAK ELEMENTARY SCHOOL	**Total Check Amount:**	**$500.00**
192464	HYDROPRO SOLUTIONS	04/07/2023	31845	420515131	WATER METERS+ENCODERS	$19,350.60

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			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$19,350.60**
192465	THE KNOT WORLDWIDE INC.	04/07/2023	29598	110404154	WEDDING WIRE ADS	$5,000.00
			THE KNOT WORLDWIDE INC.		**Total Check Amount:**	**$5,000.00**
192466	LAW OFFICES OF JONES & MAYER	04/07/2023	12144	110111112	LEGAL-CODE ENF DEC22	$1,159.00
		04/07/2023	12144	110111112	LEGAL-CODE ENF FEB23	$1,254.00
		04/07/2023	12144	110111112	LEGAL-CODE ENF JAN23	$2,489.00
			LAW OFFICES OF JONES & MAYER		**Total Check Amount:**	**$4,902.00**
192467	NATIONAL TESTING NETWORK, INC	04/07/2023	25909	110141481	22/23 MEMB RENEWAL	$750.00
			NATIONAL TESTING NETWORK, INC		**Total Check Amount:**	**$750.00**
192468	NATIONWIDE	04/07/2023	20975	110	4436 PET INS MAR 2023	$1,281.14
			NATIONWIDE		**Total Check Amount:**	**$1,281.14**
192469	ODP BUSINESS SOLUTIONS, LLC	04/07/2023	31709	110404521	SC OFFICE SUPPLIESSSS	$174.60
		04/07/2023	31709	110141441	SUPPLIES	$717.46
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$892.06**
192470	PETTY CASH CUSTODIAN	04/07/2023	15768	110	PCF REPL 3-30-2023	$8.48
			PETTY CASH CUSTODIAN		**Total Check Amount:**	**$8.48**
192471	PREMIUM RV INC.	04/07/2023	11981	480515161	REDUCER SLEEVE	$31.38
			PREMIUM RV INC.		**Total Check Amount:**	**$31.38**
192472	PRINGLES DRAPERIES & BLINDS	04/07/2023	9082	110404521	WINDOW BLINDS	$1,772.54
			PRINGLES DRAPERIES & BLINDS		**Total Check Amount:**	**$1,772.54**
192473	PUENTE HILLS FORD	04/07/2023	25742	480515161	KEY	$69.81
		04/07/2023	25742	480515161	KEY FOB CREDIT	($222.87)
		04/07/2023	25742	480515161	GEAR BOX	$271.78
		04/07/2023	25742	480515161	KEY FOB	$449.01
		04/07/2023	25742	480515161	LOCK CYLINDER	$89.44
			PUENTE HILLS FORD		**Total Check Amount:**	**$657.17**
192474	RAVE ON PRODUCTIONS LLC	04/07/2023	24288	110404542	YT23 FINAL PAYMENT	$6,400.00
			RAVE ON PRODUCTIONS LLC		**Total Check Amount:**	**$6,400.00**
192475	SPARKLETTS	04/07/2023	3001	110141441	WTRDISP+BOTTLES FEB23	$548.78
		04/07/2023	3001	110404215	WTRDISP+BOTTLES FEB23	$10.38
			SPARKLETTS		**Total Check Amount:**	**$559.16**
192476	SYMMETRY 8 STUDIO INC	04/07/2023	31950	510707982	SPACE PLANNING SVCS	$8,252.50
			SYMMETRY 8 STUDIO INC		**Total Check Amount:**	**$8,252.50**
192477	VERITIV OPERATING COMPANY	04/07/2023	26806	110141441	FUEL SURCHARGE	$14.55
		04/07/2023	26806	110141441	PAPER	$1,529.57
			VERITIV OPERATING COMPANY		**Total Check Amount:**	**$1,544.12**
					Check Subtotal	**$214,224.10**
V51146	ACADEMY 831, LLC	04/07/2023	28694	110404145	DANCE CLASSES	$130.00

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			ACADEMY 831, LLC		**Total Check Amount:**	**$130.00**
V51147	THE ADVANTAGE GROUP	04/07/2023	24539	110141481	FLEX ADM/PROC FEB23	$432.50
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$432.50**
V51148	AFLAC-ACCOUNT #EZA73	04/07/2023	22923	110	ACC/CANCER INS MAR 23	$1,120.66
			AFLAC-ACCOUNT #EZA73		**Total Check Amount:**	**$1,120.66**
V51149	ANAHEIM GLASS, INC.	04/07/2023	21760	490515151	REMOVE PROJ SCREEN	$2,540.00
			ANAHEIM GLASS, INC.		**Total Check Amount:**	**$2,540.00**
V51150	ANAHEIM ICE MANAGEMENT	04/07/2023	15170	110404145	ICE SKATING CLASSES	$604.00
			ANAHEIM ICE MANAGEMENT		**Total Check Amount:**	**$604.00**
V51151	AVCOGAS PROPANE SALES & SERVICES	04/07/2023	22047	480515161	PROPANE 198.7 GALS	$628.43
			AVCOGAS PROPANE SALES & SERVICES		**Total Check Amount:**	**$628.43**
V51152	BAB STEERING HYDRAULICS INC.	04/07/2023	18365	480515161	MITER BOX	$1,830.05
			BAB STEERING HYDRAULICS INC.		**Total Check Amount:**	**$1,830.05**
V51153	BAY AREA DRIVING SCHOOL	04/07/2023	29122	110404145	ONLINE DRIVER'S ED	$123.00
			BAY AREA DRIVING SCHOOL		**Total Check Amount:**	**$123.00**
V51154	BREA/ORANGE COUNTY PLUMBING	04/07/2023	3781	110515141	SNAKE DRAIN TAMARACK	$669.50
			BREA/ORANGE COUNTY PLUMBING		**Total Check Amount:**	**$669.50**
V51155	KATHY A BREAUX	04/07/2023	5320	110404145	PAINTING CLASSES	$408.00
			KATHY A BREAUX		**Total Check Amount:**	**$408.00**
V51156	C. WELLS PIPELINE MATERIALS INC	04/07/2023	13055	420515131	PLUMBING SUPPLIES	$6,610.48
		04/07/2023	13055	420515131	TOOLS	$608.79
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$7,219.27**
V51157	CANON SOLUTIONS AMERICA, INC	04/07/2023	15260	110141441	FEB 2023 PRINT CHGS	$450.18
		04/07/2023	15260	110141441	MAR 2023 COPIER LEASE	$1,072.12
			CANON SOLUTIONS AMERICA, INC		**Total Check Amount:**	**$1,522.30**
V51158	CENTRALSQUARE TECHNOLOGIES, LLC	04/07/2023	29643	420141421	UB TRAINING 1/29 1/31	$320.00
		04/07/2023	29643	110141431	UB TRAINING 2/19 2/25	$208.00
		04/07/2023	29643	110141431	UB TRAINING 3/12 3/18	$64.00
		04/07/2023	29643	420141421	UB TRAINING 3/19-3/25	$112.00
			CENTRALSQUARE TECHNOLOGIES, LLC		**Total Check Amount:**	**$704.00**
V51159	BRANDON CHUNG	04/07/2023	18773	460141474	MILEAGE FEB 2023	$151.31
			BRANDON CHUNG		**Total Check Amount:**	**$151.31**
V51160	COLONIAL LIFE PROCESSING CENTER	04/07/2023	26071	110	CRIT ILLNSS INS MAR23	$1,526.34
		04/07/2023	26071	110	CANCER INS MAR23	$3,342.38
		04/07/2023	26071	110	ACCIDENT INS MAR23	$3,956.08
		04/07/2023	26071	110	HOSPITAL INS MAR23	$725.02
		04/07/2023	26071	110	S/T DISAB INS MAR23	$5,959.66
			COLONIAL LIFE PROCESSING CENTER		**Total Check Amount:**	**$15,509.48**

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V51161	CORE & MAIN LP	04/07/2023	27049	420515131	WATER METERS+ENCODERS	$27,282.66
			CORE & MAIN LP		**Total Check Amount:**	**$27,282.66**
V51162	CSG CONSULTANTS	04/07/2023	25540	110000000	INSP SVC THRU 2/28	($5,865.00)
		04/07/2023	25540	84032324I	INSP SVC THRU 2/28	$23,465.00
			CSG CONSULTANTS		**Total Check Amount:**	**$17,600.00**
V51163	DANIELS TIRE SERVICE	04/07/2023	3133	480515161	TIRES	$574.22
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$574.22**
V51164	DELTA DENTAL INSURANCE COMPANY	04/07/2023	26074	110	0579395 DNTLHMO APR23	$2,017.20
			DELTA DENTAL INSURANCE COMPANY		**Total Check Amount:**	**$2,017.20**
V51165	DILLON JAMES FETTY	04/07/2023	31649	174222222	NREMT-P SKILLS TEST	$380.00
			DILLON JAMES FETTY		**Total Check Amount:**	**$380.00**
V51166	FIDELITY SECURITY LIFE INSURANCE	04/07/2023	23035	110	9827288 VISION APR23	$2,859.21
			FIDELITY SECURITY LIFE INSURANCE		**Total Check Amount:**	**$2,859.21**
V51167	FUN WITH HORSES	04/07/2023	15171	110404145	HORSE FUN FOR KIDS	$403.75
			FUN WITH HORSES		**Total Check Amount:**	**$403.75**
V51168	FUSCOE ENGINEERING, INC.	04/07/2023	18052	840141412	WQMP PLAN CHECK FEB23	$1,329.00
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$1,329.00**
V51169	GALE SUPPLY COMPANY	04/07/2023	21090	110515141	JANITORIAL SUPPLIES	$1,951.77
			GALE SUPPLY COMPANY		**Total Check Amount:**	**$1,951.77**
V51170	RAY GONZALEZ	04/07/2023	31019	110404424	UMPIRE FEE 3/27/23	$102.00
			RAY GONZALEZ		**Total Check Amount:**	**$102.00**
V51171	GRANICUS, LLC.	04/07/2023	19027	110323231	ENGAGEMENT SW LIC+MNT	$9,424.70
			GRANICUS, LLC.		**Total Check Amount:**	**$9,424.70**
V51172	HAAKER EQUIPMENT CO.	04/07/2023	4297	480515161	PUMP REPAIR #1322	$1,244.59
		04/07/2023	4297	480515161	AIR CYLINDER	$366.36
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$1,610.95**
V51173	WESLEY HUANG	04/07/2023	26144	110212111	TRAINING MILEAGE	$81.48
			WESLEY HUANG		**Total Check Amount:**	**$81.48**
V51174	INFOSEND, INC.	04/07/2023	19016	110212111	JAN23 VIPS RECRUITMNT	$50.31
		04/07/2023	19016	420141421	PRINT IMAGE ARCHIVING	$332.35
		04/07/2023	19016	420141421	JAN23 NEW WATER BILL	$100.61
		04/07/2023	19016	420141421	JAN23 WATER-POSTAGE	$4,849.40
		04/07/2023	19016	420141421	JAN23 WATER-PRNT/MAIL	$1,694.00
		04/07/2023	19016	110404542	JAN23 SPRING2023 THTR	$50.30
			INFOSEND, INC.		**Total Check Amount:**	**$7,076.97**
V51175	INLAND ROUNDBALL OFFICIALS INC.	04/07/2023	31906	110404424	REFEREE FEE 3/23-3/28	$1,350.00
		04/07/2023	31906	110404424	REFEREE FEE 3/16-3/21	$1,350.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$2,700.00**

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V51176	IPARQ	04/07/2023	21583	110323241	PERMIT SYST FEE JAN23	$100.00
		04/07/2023	21583	110323241	PERMIT FEES FEB 2023	$1,175.59
		04/07/2023	21583	110323241	PERMIT FEES DEC 2022	$3,749.89
		04/07/2023	21583	110323241	PERMIT FEES JAN 2023	$3,335.46
		04/07/2023	21583	110323241	PERMIT SYST FEE FEB23	$100.00
		04/07/2023	21583	110323241	PERMIT SYST FEE MAR23	$100.00
				IPARQ	**Total Check Amount:**	**$8,560.94**
V51177	K PRO STONE CARE	04/07/2023	20535	490515151	TILE CLEANING - BCC	$1,500.00
				K PRO STONE CARE	**Total Check Amount:**	**$1,500.00**
V51178	KEENAN & ASSOCIATES	04/07/2023	22439	470141483	2023 WORKERS' COMP #3	$10,951.25
				KEENAN & ASSOCIATES	**Total Check Amount:**	**$10,951.25**
V51179	KELLY SPICERS STORES	04/07/2023	31267	110141441	PAPER	$123.35
				KELLY SPICERS STORES	**Total Check Amount:**	**$123.35**
V51180	LEHR	04/07/2023	26035	480515161	LIGHT INSTALL #2230	$2,806.81
		04/07/2023	26035	480515161	CONTROL BOX REPL	$1,379.63
				LEHR	**Total Check Amount:**	**$4,186.44**
V51181	LIEBERT CASSIDY WHITMORE	04/07/2023	2489	110141481	PROF SVCS 00022 JAN23	$552.50
		04/07/2023	2489	470141483	PROF SVCS 00021 DEC22	$15,738.30
		04/07/2023	2489	110141481	PROF SVCS 00001 FEB23	$892.50
		04/07/2023	2489	110141481	PROF SVCS 00022 FEB23	$637.50
		04/07/2023	2489	110141481	PROF SVCS 00025 FEB23	$9,388.50
		04/07/2023	2489	470141483	PROF SVCS 00021 FEB23	$3,383.95
				LIEBERT CASSIDY WHITMORE	**Total Check Amount:**	**$30,593.25**
V51182	LINCOLN AQUATICS	04/07/2023	17902	490515151	CPR SIGNS	$91.03
				LINCOLN AQUATICS	**Total Check Amount:**	**$91.03**
V51183	ELIZABETH A. LUSK	04/07/2023	16911	110212111	TRAINING EXPENSES	$385.96
		04/07/2023	16911	110212133	TRAINING EXPENSES	$35.00
		04/07/2023	16911	110212111	TRAINING MILEAGE	$117.25
				ELIZABETH A. LUSK	**Total Check Amount:**	**$538.21**
V51184	MADISON RAE MAHER	04/07/2023	30612	110212111	TRAINING MILEAGE	$21.19
		04/07/2023	30612	110212111	TRAINING EXPENSES	$90.61
				MADISON RAE MAHER	**Total Check Amount:**	**$111.80**
V51185	RYAN MCDUFFY	04/07/2023	25627	110212111	TRAINING MILEAGE	$33.47
				RYAN MCDUFFY	**Total Check Amount:**	**$33.47**
V51186	TINA M MEYER	04/07/2023	12786	110212111	TRAINING EXPENSES	$10.00
				TINA M MEYER	**Total Check Amount:**	**$10.00**
V51187	MINER, LTD	04/07/2023	27173	490515151	APP BAY DOOR SVC@FS2	$1,723.22
				MINER, LTD	**Total Check Amount:**	**$1,723.22**

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V51188	MOTOROLA SOLUTIONS, INC.	04/07/2023	22012	172212133	MICROPHONE	$614.34
			MOTOROLA SOLUTIONS, INC.		**Total Check Amount:**	**$614.34**
V51189	MYERS AND SONS	04/07/2023	21624	110515141	TOOL FOR PARKS	$88.61
			MYERS AND SONS		**Total Check Amount:**	**$88.61**
V51190	JIA ZHI (GEORGE) PAN	04/07/2023	31796	110404145	GOLF CLASSES	$900.00
			JIA ZHI (GEORGE) PAN		**Total Check Amount:**	**$900.00**
V51191	PLUMBING WHOLESALE OUTLET, INC.	04/07/2023	18392	110515141	PLUMBING SUPPLIES	$113.12
		04/07/2023	18392	110515141	PARKS PUMP	$168.47
			PLUMBING WHOLESALE OUTLET, INC.		**Total Check Amount:**	**$281.59**
V51192	RICHARDS, WATSON & GERSHON	04/07/2023	8978	110212111	0197 PITCHES MTNS FEB	$5,246.00
		04/07/2023	8978	840141412	0116 REIMB WORK FEB23	$225.00
		04/07/2023	8978	410515132	162 STA ANA MS4 FEB23	$408.50
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$5,879.50**
V51193	RPW SERVICES, INC.	04/07/2023	3791	110515141	WEED SPRAY CITY HALL PARK	$650.00
			RPW SERVICES, INC.		**Total Check Amount:**	**$650.00**
V51194	SC FUELS	04/07/2023	16654	480515161	REG UNL ETH 3986.2GAL	$15,547.43
			SC FUELS		**Total Check Amount:**	**$15,547.43**
V51195	SNAP-ON INDUSTRIAL	04/07/2023	17125	480515161	PICK SET	$8.89
		04/07/2023	17125	480515161	RATCHET	$111.32
			SNAP-ON INDUSTRIAL		**Total Check Amount:**	**$120.21**
V51196	SPORTS FACILITIES GROUP, INC.	04/07/2023	19464	490515151	GYM EQUIPMENT MNT	$3,975.00
			SPORTS FACILITIES GROUP, INC.		**Total Check Amount:**	**$3,975.00**
V51197	STEAMX LLC	04/07/2023	24072	480515161	PRESSURE WASHER RPR	$1,879.86
			STEAMX LLC		**Total Check Amount:**	**$1,879.86**
V51198	STRUCTURE SIX	04/07/2023	29170	490515151	STRUCTURAL PLANS	$4,400.00
			STRUCTURE SIX		**Total Check Amount:**	**$4,400.00**
V51199	TOWO ENTERPRISE INC.	04/07/2023	32081	510707324	BERRY ST PP#1 FEB23	$124,595.59
			TOWO ENTERPRISE INC.		**Total Check Amount:**	**$124,595.59**
V51200	TRUE TINT WINDOW TINTING	04/07/2023	28281	490515152	WINDOW TINTING	$1,488.00
			TRUE TINT WINDOW TINTING		**Total Check Amount:**	**$1,488.00**
V51201	VIRTUAL PROJECT MANAGER	04/07/2023	23508	510515171	CIP SW BCKUP/ST MAR23	$500.00
			VIRTUAL PROJECT MANAGER		**Total Check Amount:**	**$500.00**
V51202	VISIX, INC.	04/07/2023	26536	110404211	23/24 S/W SUPPORT+MNT	$365.00
			VISIX, INC.		**Total Check Amount:**	**$365.00**
V51203	TERRI WESTERGREN	04/07/2023	25602	110404521	ZUMBA GOLD MAR 2023	$160.00
		04/07/2023	25602	110404521	ZUMBA GOLD OCT 2022	$120.00
		04/07/2023	25602	110404521	ZUMBA GOLD DEC 2022	$80.00
		04/07/2023	25602	110404521	ZUMBA GOLD FEB 2023	$120.00

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V51203	TERRI WESTERGREN	04/07/2023	25602	110404521	ZUMBA GOLD JAN 2023	$120.00
		04/07/2023	25602	110404521	ZUMBA GOLD NOV 2022	$160.00
			TERRI WESTERGREN		**Total Check Amount:**	**$760.00**
V51204	WESTERN GOLF PROPERTIES, LLC	04/07/2023	29071	465000000	BIRCH HLLS TIPS MAR23	$4,025.07
		04/07/2023	29071	465000000	BREA CREEK S/TX MAR23	$775.01
		04/07/2023	29071	465515149	BREA CREEK CGS MAR23	$5,559.10
		04/07/2023	29071	465515149	BIRCH HLLS CGS MAR23	$15,442.24
		04/07/2023	29071	465000000	BIRCH HLLS S/TX MAR23	$2,771.46
		04/07/2023	29071	465515149	BIRCH HLLS MGMT MAR23	$146,981.25
		04/07/2023	29071	465515149	BREA CREEK MGMT MAR23	$60,542.30
			WESTERN GOLF PROPERTIES, LLC		**Total Check Amount:**	**$236,096.43**
V51205	ALITZAH WIENER	04/07/2023	32189	110404429	TWINKLETIME SHOW5/18	$1,500.00
			ALITZAH WIENER		**Total Check Amount:**	**$1,500.00**
V51206	WILLDAN ENGINEERING	04/07/2023	12445	110000000	PLAN CHECK THRU 11/26	$18.00
		04/07/2023	12445	110000000	PLAN CHECK THRU 12/31	$110.00
		04/07/2023	12445	110000000	PLAN CHK THRU 102921	$162.00
		04/07/2023	12445	84051517P	PLAN CHECK THRU 12/31	$342.50
		04/07/2023	12445	84051517P	PLAN CHK THRU 4/29/22	$274.00
		04/07/2023	12445	110000000	PLAN CHK THRU 2/25/22	$286.00
		04/07/2023	12445	110000000	PLAN CHK THRU 4/29/22	$88.00
		04/07/2023	12445	84051517P	PLAN CHECK THRU 11/26	$205.50
		04/07/2023	12445	84051517P	PLAN CHECK THRU 8/26	$1,912.50
		04/07/2023	12445	110000000	PLAN CHECK THRU 8/26	$350.00
		04/07/2023	12445	84051517P	PLAN CHK THRU 102921	$1,849.50
		04/07/2023	12445	84051517P	PLAN CHK THRU 2/25/22	$890.50
			WILLDAN ENGINEERING		**Total Check Amount:**	**$6,488.50**
					Voucher Subtotal	**$573,539.43**

TOTAL **$787,763.53**