



Finance Committee Agenda

Tuesday, May 26, 2026, 8:30 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

MEMBERS: Mayor Pro Tem Marty Simonoff, Chair and Council Member Steve Vargas

ALTERNATES: Mayor Cecilia Hupp and Council Member Christine Marick

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7684 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department'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 document before the meeting.

Procedures for addressing the Committee

Members of the public may offer comment by phone or email or may observe the meeting by attending in person. All requests to offer comment must be submitted via phone by calling (714) 990-7684 or by emailing debbied@cityofbrea.gov by 12:00 p.m. on the Monday prior to 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 Administrative Services Office at (714) 990-7684. 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)

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

1. CALL TO ORDER/ROLL CALL

- 1.A. Attendees
- 1.B. Matters from the Audience

2. CONSENT

- 2.A. Approval of Minutes 05-12-2026

3. DISCUSSION

- 3.A. Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 for Fiscal Year 2026-2027
 - 1. Adopt Resolution Nos. 2026-XXX through 2026-XXX, levying assessments for Fiscal Year 2026-27 after receiving testimony at the Public Hearing on June 2, 2026.

- 3.B. Rejection of Bids for the Arovista Park Parking Lot Paving, CIP Project No. 7978
 - 1. Reject all bids and direct City Clerk to return all Bid Bonds to bidders
 - 2. Amend the FY 2025-27 Capital Improvement Program Budget to transfer funds from Fund 290 (CDBG) to CIP 7978 (Arovista Park Modernization)

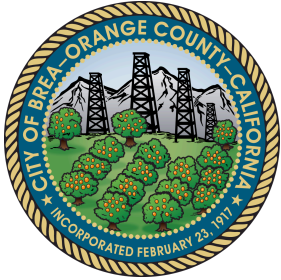
- 3.C. Road Repair and Accountability Act - Local Streets and Roads Funding Program, Fiscal Year 2026-27
Proposed Project List
 - 1. Adopt a Resolution approving projects funded by the Road Repair and Accountability Act.

- 3.D. Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2026-27
 - 1. Approve and authorize staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2026-27 through 2032-33 to comply with Measure M2 eligibility criteria
 - 2. Adopt Resolutions concerning the status and update of the Local Signal Synchronization Plan (LSSP) for the Measure M (M2) Program.

4. ADJOURNMENT

Next Scheduled Meeting: Tuesday, June 9, 2026

Date Posted: May 21, 2026



CITY *of* BREA

Finance Committee Communication

May 26, 2026

Item No. 2A.

Approval of Minutes 05-12-2026

TO	PREPARED BY
Finance Committee Members	Debbie Duff, Accounting Technician II
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

Attachments

[Finance Committee-05-12-2026-minutesDraft.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

Minutes for the Finance Committee

1 Civic Center Circle, Brea, CA 92821

May 12, 2026, 8:30 AM - 8:31 AM

1. CALL TO ORDER/ROLL CALL

Mayor Pro Tem Marty Simonoff called the meeting to order at 8:30 am.

1.A. Attendees

Mayor Pro Tem Marty Simonoff, Mayor Cecilia Hupp, Kristin Griffith, Jason Killebrew, Michael Ho, Sean Matlock, Bryan Hong, Brian Ingallinera, Alicia Brenner, Patty Jaminson, and Debbie Duff.

1.B. Matters from the Audience

None.

2. CONSENT

2.A. Approval of Minutes 04-28-2026

The minutes of the April 28, 2026 Finance Committee meeting were approved as written.

3. DISCUSSION

3.A. Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

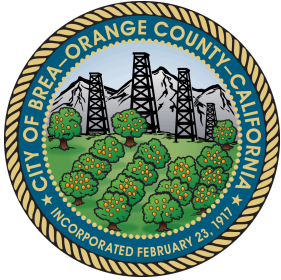
The Finance Committee recommended this item for City Council action.

3.B. Acceptance of Final Tract Map No. 19315 for Condominium Purposes, Subdivision Monument Bond, and Public Improvements for the site located at 685 South Brea Boulevard

The Finance Committee recommended this item for City Council action.

4. ADJOURNMENT

Mayor Pro Tem Marty Simonoff adjourned the meeting at 8:31 am.



CITY *of* BREA

Finance Committee Communication
 May 26, 2026
 Item No. 3A.

Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 for Fiscal Year 2026-2027

TO	PREPARED BY
Finance Committee Members	Matthew Cuevas, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee recommend the City Council take the following action:

1. Adopt Resolution Nos. 2026-XXX through 2026-XXX, levying assessments for Fiscal Year 2026-27 after receiving testimony at the Public Hearing on June 2, 2026.

BACKGROUND/DISCUSSION

The City of Brea has seven Landscape and Lighting Maintenance Districts (LLMDs) assessed annually. Per the Landscape and Lighting Act of 1972, the City shall assess each Maintenance District. Based on public meetings held between the City and property owners in each District, the annual assessment amounts are determined. Referenced in Exhibit A is a map of the seven Districts. The estimated assessments for FY 2026-27, based on public meetings held with each LLMD, are as follows:

Maintenance District #1 (American National - 103 Parcels)

On February 25, 2026, seven representatives from four parcels attended the community meeting. The total costs for FY 2025-26 are estimated to be \$64,704. The total annual assessment amount for this District is currently \$55,929. There were no changes to the assessment amount for FY 2026-27. The annual assessment will remain at \$543.00 per parcel. The estimated costs for FY 2026-27 will require an expenditure of \$8,500 from the District's reserve fund. By June 30, 2026, the District's reserves will be \$9,721.

The District will exhaust its remaining reserves by the end of FY 2026-27, as annual maintenance costs are likely to exceed the amount collected from annual assessments. This District has not raised its annual assessment amounts since 1997. At the community meeting, discussions focused on the current annual assessment amount. Staff and property owners in attendance will hold additional meetings to discuss how to move forward regarding the annual assessments. Staff will report back to the City Council in the near future regarding how the District's property owners would like to proceed.

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 February 26, 2026, one representative from one parcel attended the community meeting. The total costs for FY 2025-26 are estimated to be \$7,577. The total annual assessment for this District is currently \$5,494.50. There were no changes to the assessment amount for FY 2026-27. The estimated costs for FY 2026-27 will require an estimated expenditure of \$3,410 from the District's reserve fund. The annual assessment will remain \$18.50 per parcel. By June 30, 2026, the District's reserves will be \$31,671.

Maintenance District #3 (Eagle Development - 188 Parcels)

On February 24, 2026, eight representatives from six parcels attended the community meeting. The total costs for FY 2025-26 are estimated to be \$123,767. The total annual assessment for this District is \$116,693.48, or \$620.71 per parcel. The estimated costs for FY 2026-27 will require an estimated expenditure of \$24,439 from the District's reserve fund. Homeowners in attendance directed staff to increase the assessment by the Consumer Price Index (CPI) of 3.2% from the prior 12-month period. The annual assessment for FY 2026-27 will be \$640.57 per parcel, an increase of \$19.86, which is the maximum allowable assessment for FY 2026-27. By June 30, 2026, the District's reserves will be \$61,779.

Maintenance District #4 (Ponderosa - 230 Parcels)

The assessment for this District is for theme street lighting maintenance only. The Homeowners' Association maintains the common landscape areas. On February 26, 2026, no representatives attended the community meeting. The total estimated costs for FY 2025-26 are \$5,330. The total annual assessment for this District is currently \$2,760. There were no changes to the assessment amount for FY 2025-26. The annual assessment will remain \$12.00 per parcel. The estimated costs for FY 2026-27 will require an expenditure of \$2,826 from the District's reserve fund. By June 30, 2026, the District's reserves will be \$16,575.

Maintenance District #5 (Konweiser - 113 Parcels)

On February 25, 2026, six representatives from five parcels attended the community meeting. The total costs for FY 2025- 26 are estimated to be \$141,426. The total annual assessment for this District is \$122,305.55. There were no changes to the assessment amount for FY 2026-27. The annual assessment will remain at \$ 1,082.35 per parcel. The estimated costs for FY 2026-27 will require an expenditure of \$20,071 from the District's reserve fund. By June 30, 2026, the District's reserves will be \$135,172.

Maintenance District #6 (Schmid Development - 135 Parcels)

Of the seven Districts, this is the largest District with 16 acres of common landscaped areas. On February 24, 2026, nine representatives from seven parcels attended the community meeting. The total costs for FY 2025-26 are estimated to be \$234,849. The total annual assessment for this District is \$236,297.25 or \$1,750.35 per parcel per year. There were no changes to the assessment amount for FY 2026-27. The annual assessment will remain \$1,750.35 per parcel. By June 30, 2026, the District's reserves will be \$289,461.

Maintenance District #7 (Baywood Development - 96 Parcels)

On February 25, 2026, no representatives attended the community meeting. The total costs for FY 2025-26 are estimated to be \$38,541. The total annual assessment for this District is \$35,047.68 or \$365.08 per parcel per year. There were no changes to the assessment amount for FY 2026-27. The annual assessment will remain at \$365.08 per parcel. By June 30, 2026, the District's reserves will be \$11,484.

FISCAL IMPACT/SUMMARY

There will be no impact to the General Fund by this action. A separate assessment provides for all funding for the maintenance of the Districts. In addition, the Districts reimburse the General Fund for staff time. The estimated assessments for FY 2026-27, as detailed in the Engineer's Report, are as follows:

Maintenance District	2025-2026 Assessment Per Lot Per Year	2026-2027 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	\$620.71	\$640.57	\$19.86	3.2%
M.D. #4	\$12.00	\$12.00	\$0	0%
M.D. #5	\$1,082.35	\$1,082.35	\$0	0%
M.D. #6	\$1,750.35	\$1,750.35	\$0	0%
M.D. #7	\$365.08	\$365.08	\$0	0%

As called for in the Landscape and Lighting Act of 1972, a yearly assessment is to be made for each Maintenance District. Staff held meetings with the homeowners to discuss the coming year's budget and improvement projects. It is recommended that the seven resolutions levying assessments for FY 2026-27 be adopted after receiving testimony at the Public Hearing on June 2, 2026 at 7:00 p.m.

Attachments

[Exhibit A - Maintenance Districts Map](#)

[Resolution LLMD #1](#)

[Resolution LLMD #2](#)

[Resolution LLMD #3](#)

[Resolution LLMD #4](#)

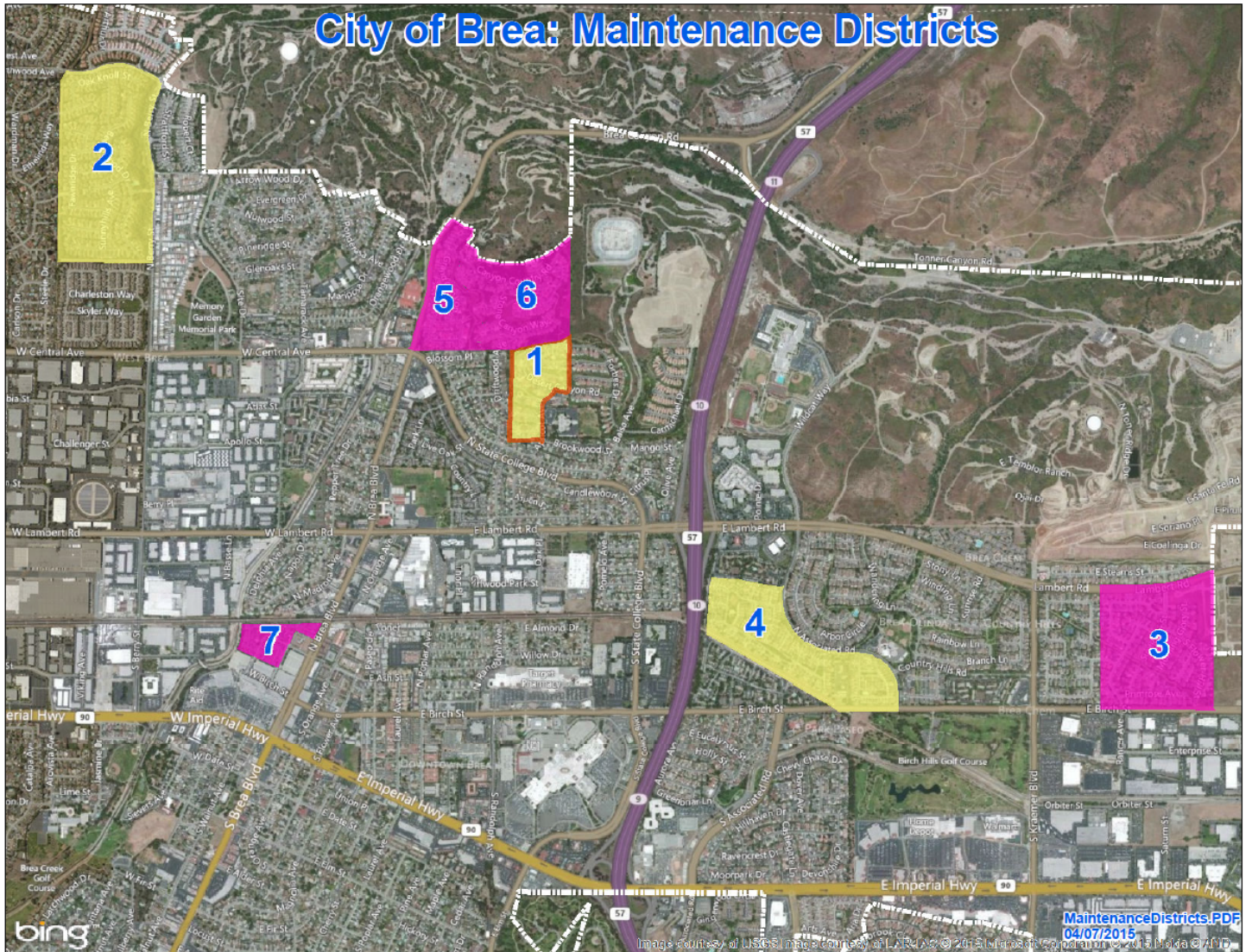
[Resolution LLMD #5](#)

[Resolution LLMD #6](#)

[Resolution LLMD #7](#)

[Engineers Report for LLMD Nos. 1-7](#)

Exhibit A



RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 1 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

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

3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$543.00 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

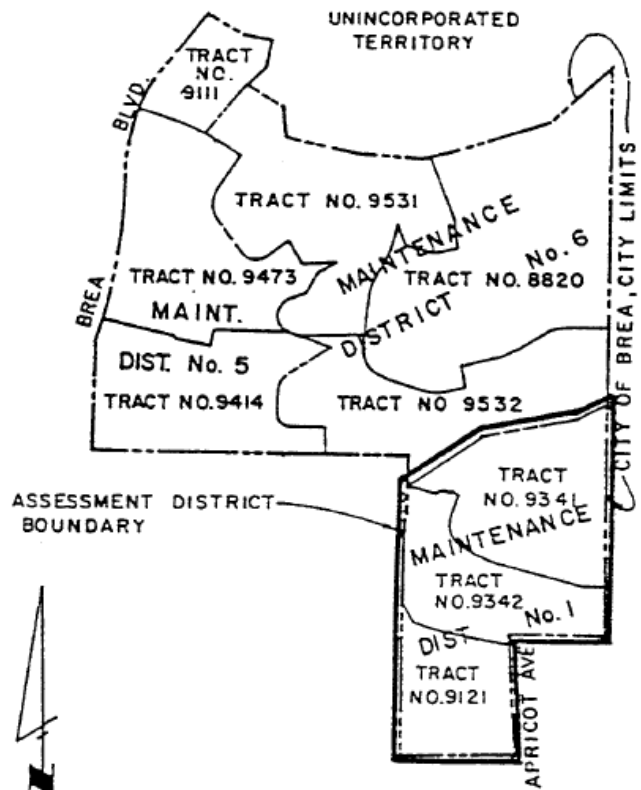
Victoria Popescu, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION





LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

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



SCALE : 1" = 600'

LEGEND

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

103 PARCELS

SHEET 1 OF

ASSESSMENT DIAGRAM
 LIGHTING & MAINTENANCE
 ASSESSMENT DISTRICT NO. 1

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

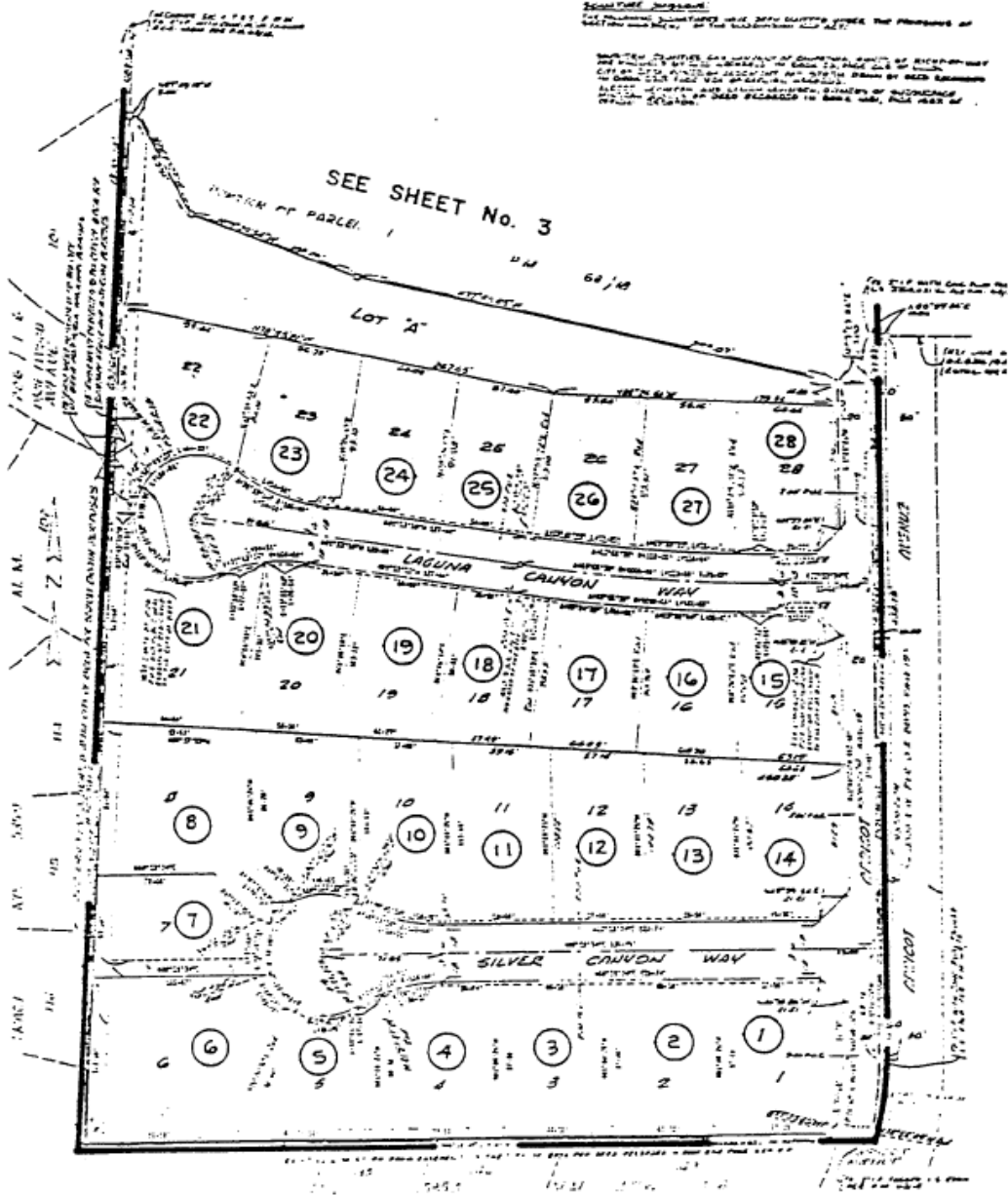
TRACT NO. 9121
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

31474
COUNTY OF ORANGE
ASSASSMENT DISTRICT NO. 1
ASSESSMENT MAP
DATE: 11/14/78
BY: [Signature]
1200

STANLEY C. MORSE, L.S. 3040

NOVEMBER, 1978

TRUFS CORPORATION



TRACT NO 5372

476-1
 OCT 10 1978
 COUNTY OF ORANGE
 8901

WALTER E MORSE, S.S. 640

NOVEMBER, 1978

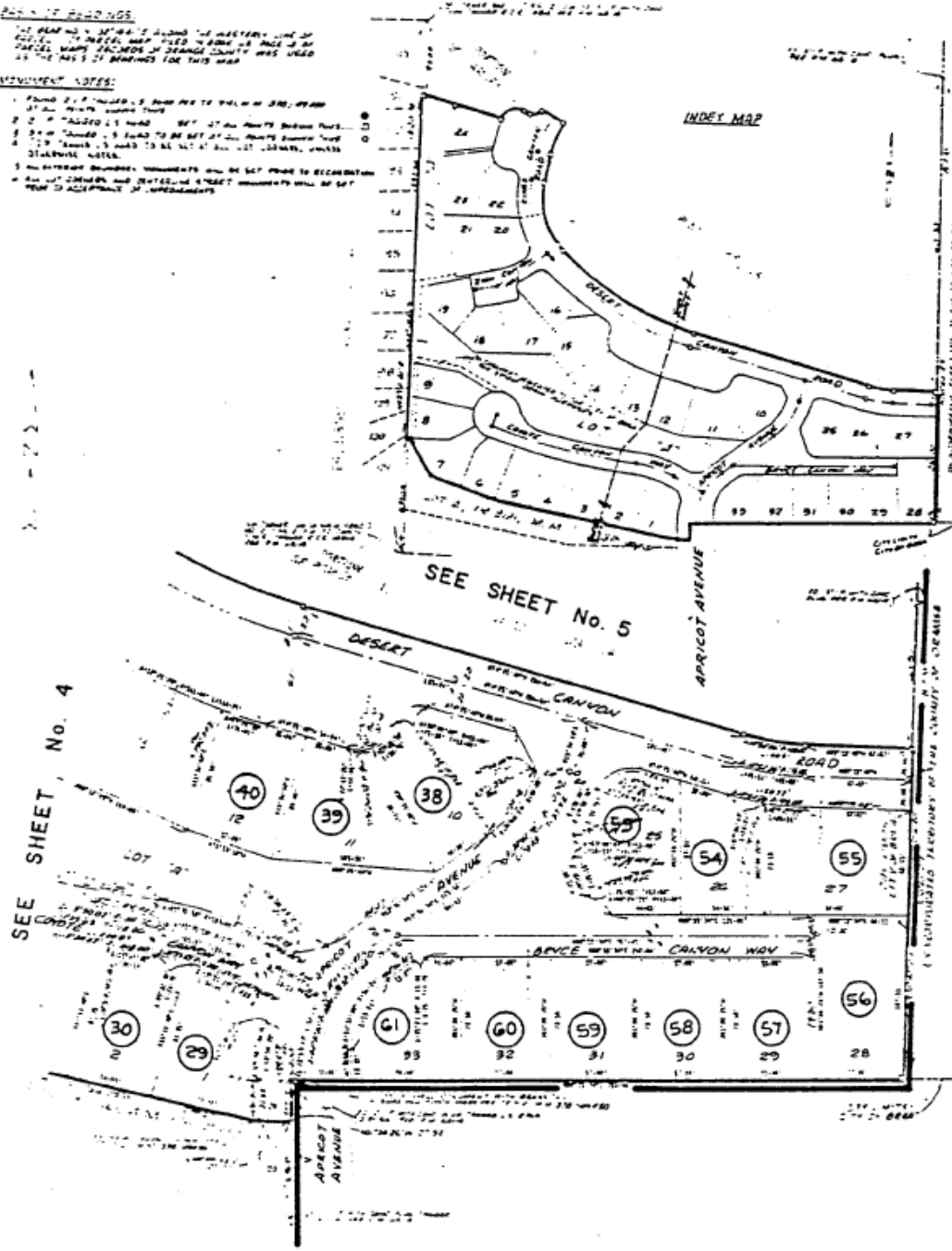
SCALE: UNSTATED

FIELD READINGS

1. FIELD NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103

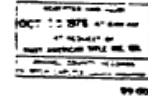
ADJUSTMENT NOTES:

1. FOUND 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103
2. 2. 2. ADDED 1.5 FEET
3. 3. 3. ADDED 1.5 FEET
4. 4. 4. ADDED 1.5 FEET
5. 5. 5. ADDED 1.5 FEET
6. 6. 6. ADDED 1.5 FEET
7. 7. 7. ADDED 1.5 FEET
8. 8. 8. ADDED 1.5 FEET
9. 9. 9. ADDED 1.5 FEET
10. 10. 10. ADDED 1.5 FEET
11. 11. 11. ADDED 1.5 FEET
12. 12. 12. ADDED 1.5 FEET
13. 13. 13. ADDED 1.5 FEET
14. 14. 14. ADDED 1.5 FEET
15. 15. 15. ADDED 1.5 FEET
16. 16. 16. ADDED 1.5 FEET
17. 17. 17. ADDED 1.5 FEET
18. 18. 18. ADDED 1.5 FEET
19. 19. 19. ADDED 1.5 FEET
20. 20. 20. ADDED 1.5 FEET
21. 21. 21. ADDED 1.5 FEET
22. 22. 22. ADDED 1.5 FEET
23. 23. 23. ADDED 1.5 FEET
24. 24. 24. ADDED 1.5 FEET
25. 25. 25. ADDED 1.5 FEET
26. 26. 26. ADDED 1.5 FEET
27. 27. 27. ADDED 1.5 FEET
28. 28. 28. ADDED 1.5 FEET
29. 29. 29. ADDED 1.5 FEET
30. 30. 30. ADDED 1.5 FEET
31. 31. 31. ADDED 1.5 FEET
32. 32. 32. ADDED 1.5 FEET
33. 33. 33. ADDED 1.5 FEET
34. 34. 34. ADDED 1.5 FEET
35. 35. 35. ADDED 1.5 FEET
36. 36. 36. ADDED 1.5 FEET
37. 37. 37. ADDED 1.5 FEET
38. 38. 38. ADDED 1.5 FEET
39. 39. 39. ADDED 1.5 FEET
40. 40. 40. ADDED 1.5 FEET
41. 41. 41. ADDED 1.5 FEET
42. 42. 42. ADDED 1.5 FEET
43. 43. 43. ADDED 1.5 FEET
44. 44. 44. ADDED 1.5 FEET
45. 45. 45. ADDED 1.5 FEET
46. 46. 46. ADDED 1.5 FEET
47. 47. 47. ADDED 1.5 FEET
48. 48. 48. ADDED 1.5 FEET
49. 49. 49. ADDED 1.5 FEET
50. 50. 50. ADDED 1.5 FEET
51. 51. 51. ADDED 1.5 FEET
52. 52. 52. ADDED 1.5 FEET
53. 53. 53. ADDED 1.5 FEET
54. 54. 54. ADDED 1.5 FEET
55. 55. 55. ADDED 1.5 FEET
56. 56. 56. ADDED 1.5 FEET
57. 57. 57. ADDED 1.5 FEET
58. 58. 58. ADDED 1.5 FEET
59. 59. 59. ADDED 1.5 FEET
60. 60. 60. ADDED 1.5 FEET
61. 61. 61. ADDED 1.5 FEET
62. 62. 62. ADDED 1.5 FEET
63. 63. 63. ADDED 1.5 FEET
64. 64. 64. ADDED 1.5 FEET
65. 65. 65. ADDED 1.5 FEET
66. 66. 66. ADDED 1.5 FEET
67. 67. 67. ADDED 1.5 FEET
68. 68. 68. ADDED 1.5 FEET
69. 69. 69. ADDED 1.5 FEET
70. 70. 70. ADDED 1.5 FEET
71. 71. 71. ADDED 1.5 FEET
72. 72. 72. ADDED 1.5 FEET
73. 73. 73. ADDED 1.5 FEET
74. 74. 74. ADDED 1.5 FEET
75. 75. 75. ADDED 1.5 FEET
76. 76. 76. ADDED 1.5 FEET
77. 77. 77. ADDED 1.5 FEET
78. 78. 78. ADDED 1.5 FEET
79. 79. 79. ADDED 1.5 FEET
80. 80. 80. ADDED 1.5 FEET
81. 81. 81. ADDED 1.5 FEET
82. 82. 82. ADDED 1.5 FEET
83. 83. 83. ADDED 1.5 FEET
84. 84. 84. ADDED 1.5 FEET
85. 85. 85. ADDED 1.5 FEET
86. 86. 86. ADDED 1.5 FEET
87. 87. 87. ADDED 1.5 FEET
88. 88. 88. ADDED 1.5 FEET
89. 89. 89. ADDED 1.5 FEET
90. 90. 90. ADDED 1.5 FEET
91. 91. 91. ADDED 1.5 FEET
92. 92. 92. ADDED 1.5 FEET
93. 93. 93. ADDED 1.5 FEET
94. 94. 94. ADDED 1.5 FEET
95. 95. 95. ADDED 1.5 FEET
96. 96. 96. ADDED 1.5 FEET
97. 97. 97. ADDED 1.5 FEET
98. 98. 98. ADDED 1.5 FEET
99. 99. 99. ADDED 1.5 FEET
100. 100. 100. ADDED 1.5 FEET
101. 101. 101. ADDED 1.5 FEET
102. 102. 102. ADDED 1.5 FEET
103. 103. 103. ADDED 1.5 FEET



TRACT NO. 9342

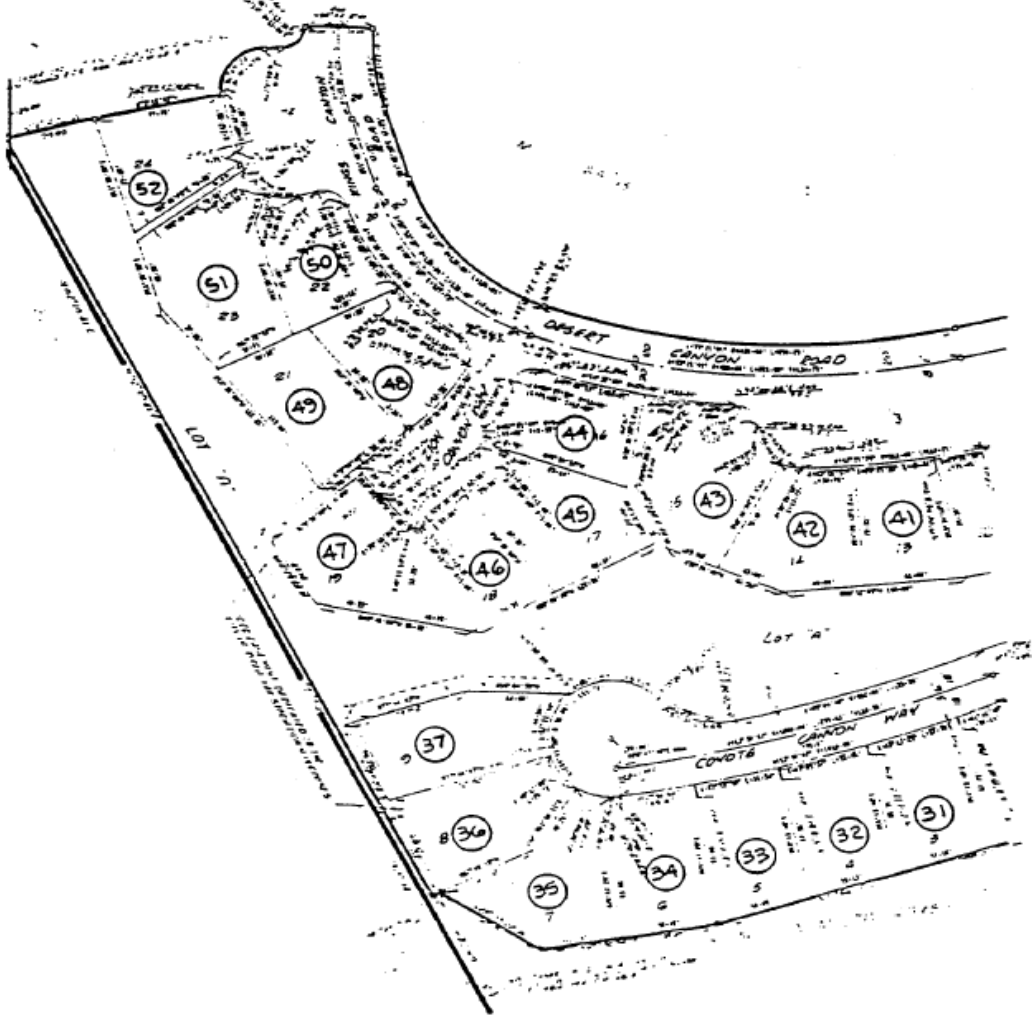
14641



NOVEMBER 1978

TRUSTEES CORPORATION

SEE SHEET No. 5



103 PARCELS

SHEET 4 OF 6

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

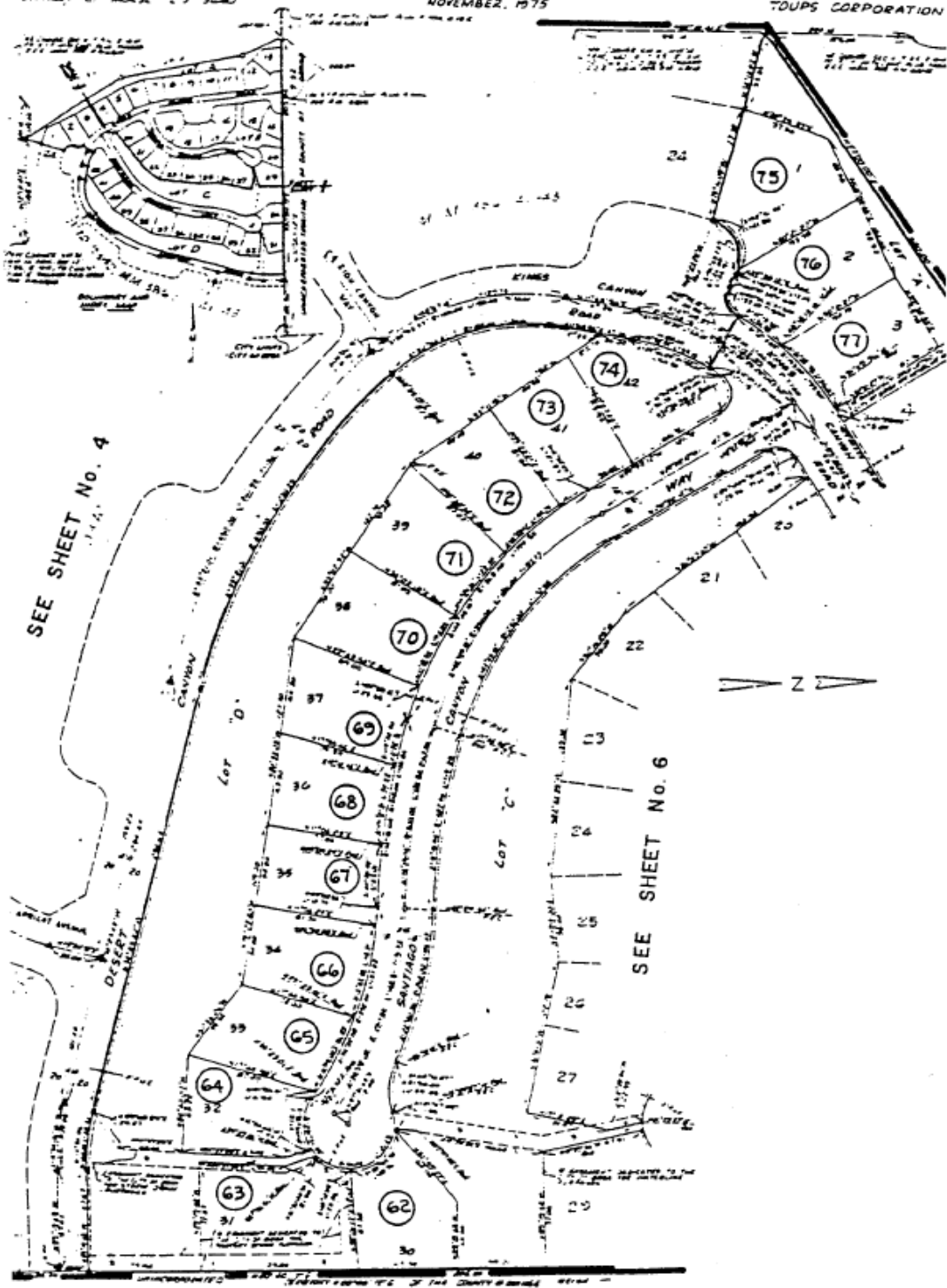
TRACT NO. 3371
 COUNTY OF ORANGE STATE OF CALIFORNIA.

JAN 31 1977
 MAP NO. 10
 A 100' X 100' GRID
 PL. 1 1980

STANLEY C. MORSE L.S. 3240

NOVEMBER, 1975

TOUPS CORPORATION



103 PARCELS

SHEET 5 OF 6

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

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 2 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Lighting Assessment District No. 2 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$18.50 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

Victoria Popescu, City Clerk

EXHIBIT "A"

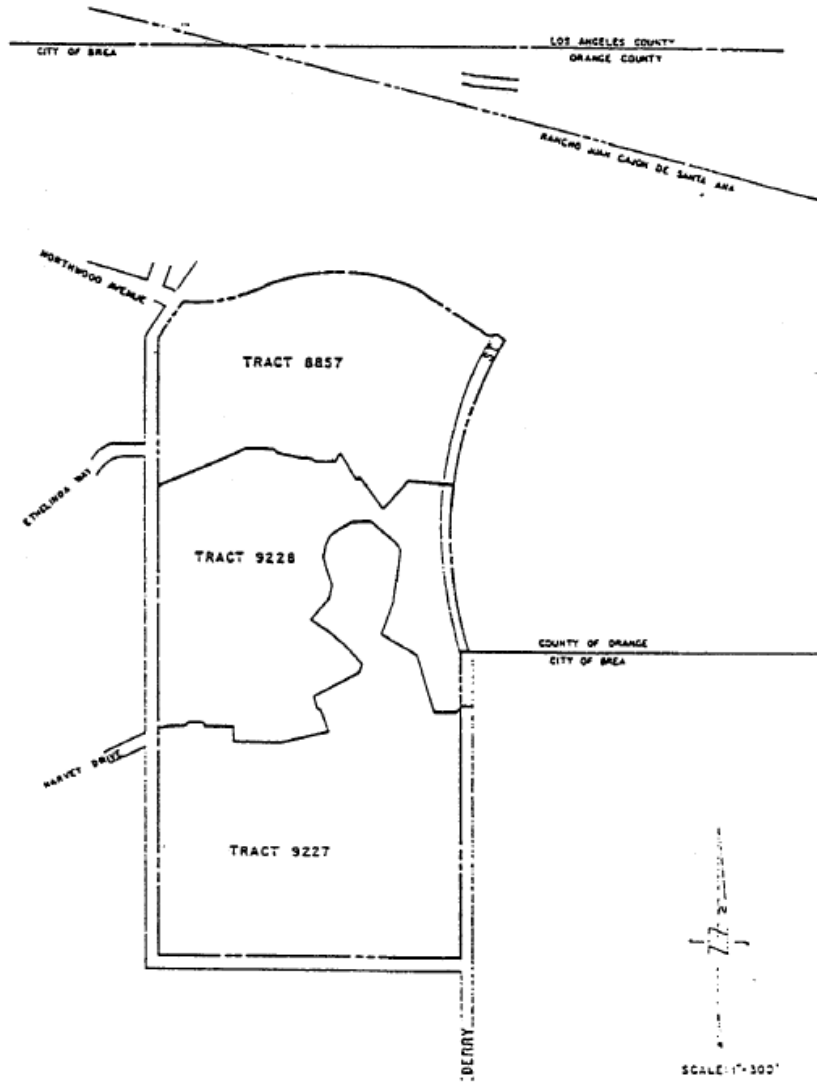
LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 2

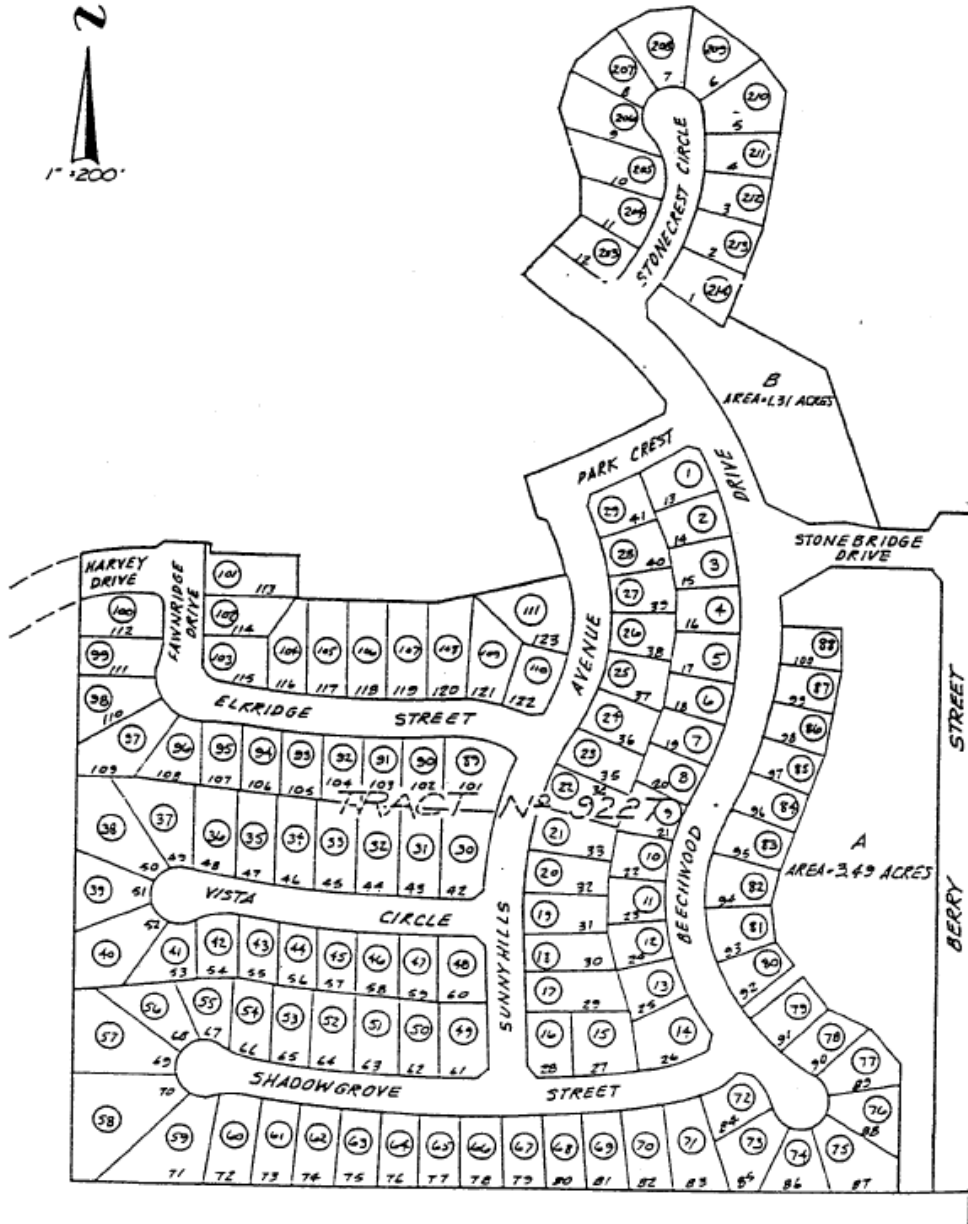
THE BOUNDARIES OF LIGHTING ASSESSMENT DISTRICT NO. 2 IS DESCRIBED AS "BEING THE BOUNDARY OF ANNEXATION NO. 8-74 TO THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA," ALSO BEING ALL THE PROPERTIES LOCATED WITHIN THE TRACT BOUNDARY OF TRACT NO. 9227 RECORDED IN BOOK 392, PAGES 5 THROUGH 12; TRACT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

LEGEND

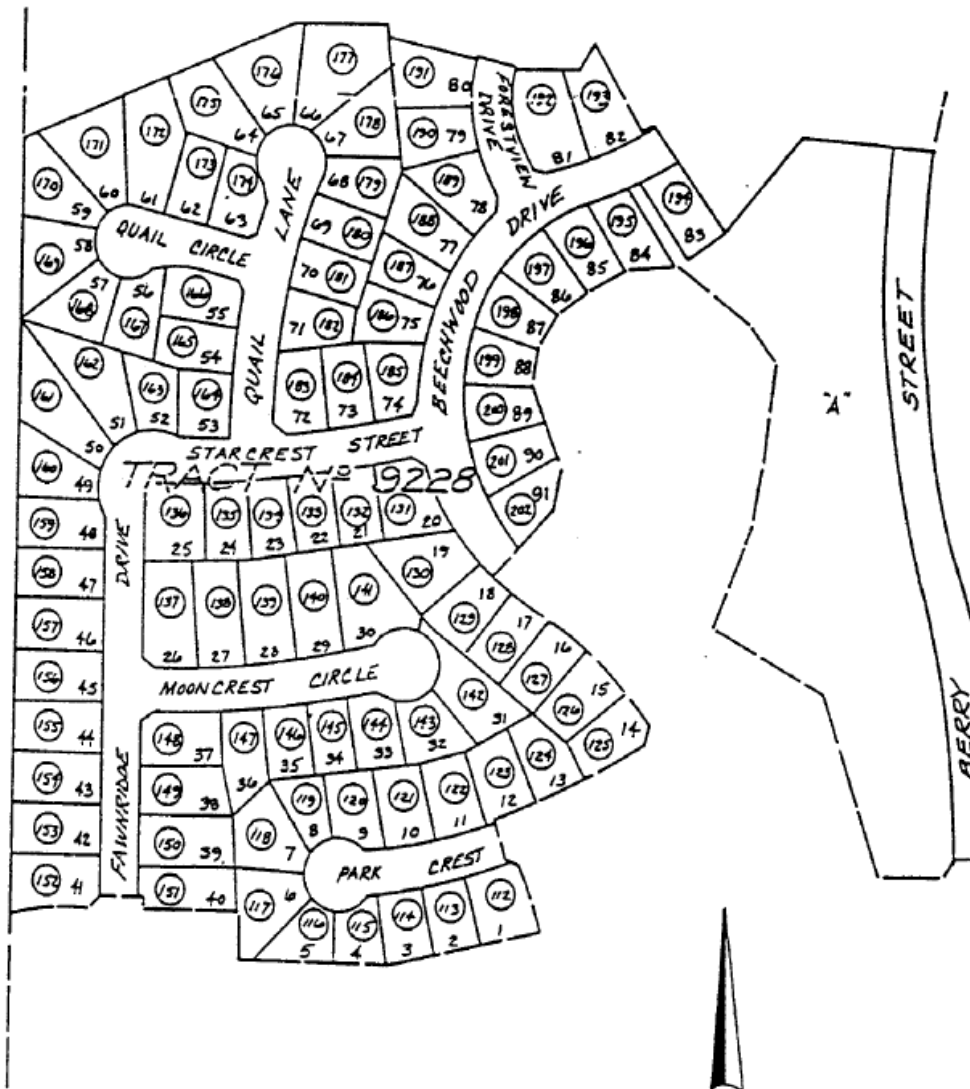
- STREET LIGHTING DISTRICT BOUNDARY
- COUNTY BOUNDARY
- RANCHO BOUNDARY



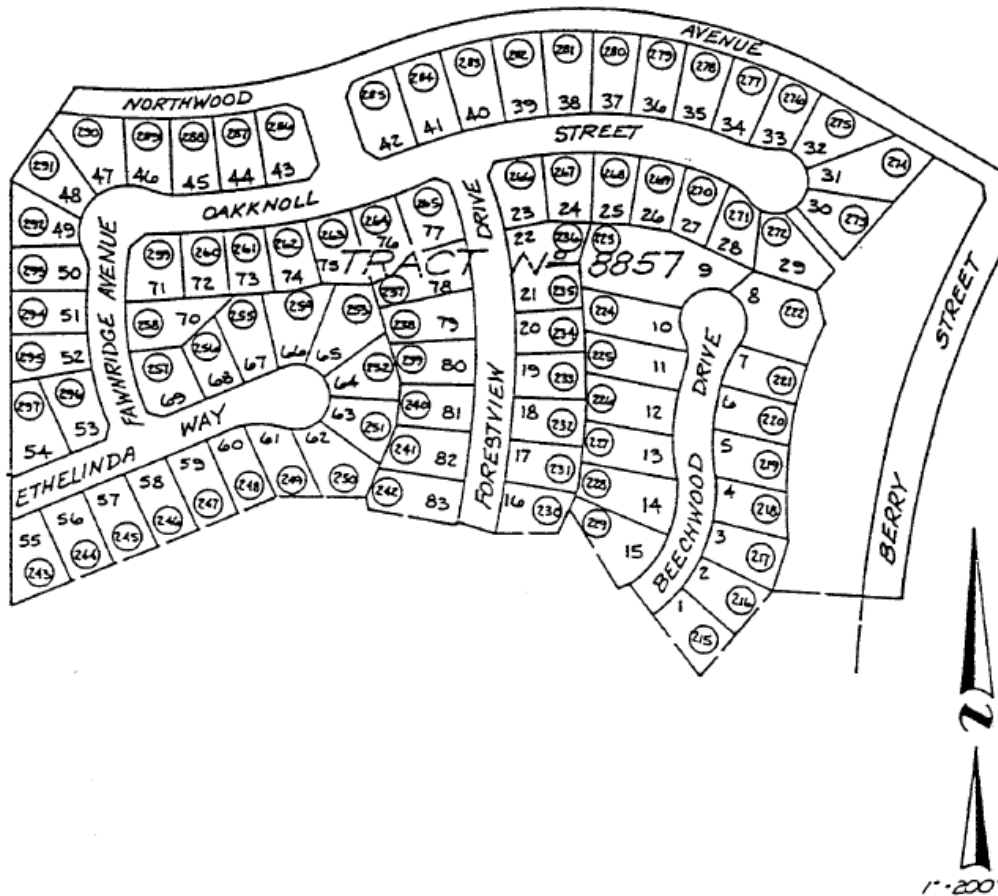
ASSESSMENT DIAGRAM BOUNDRIES
STREET LIGHTING DISTRICT NO. 2
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA



**ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT N^o 2**



**ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT N^o 2**



**ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT N^o 2**

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 3 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$640.57 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

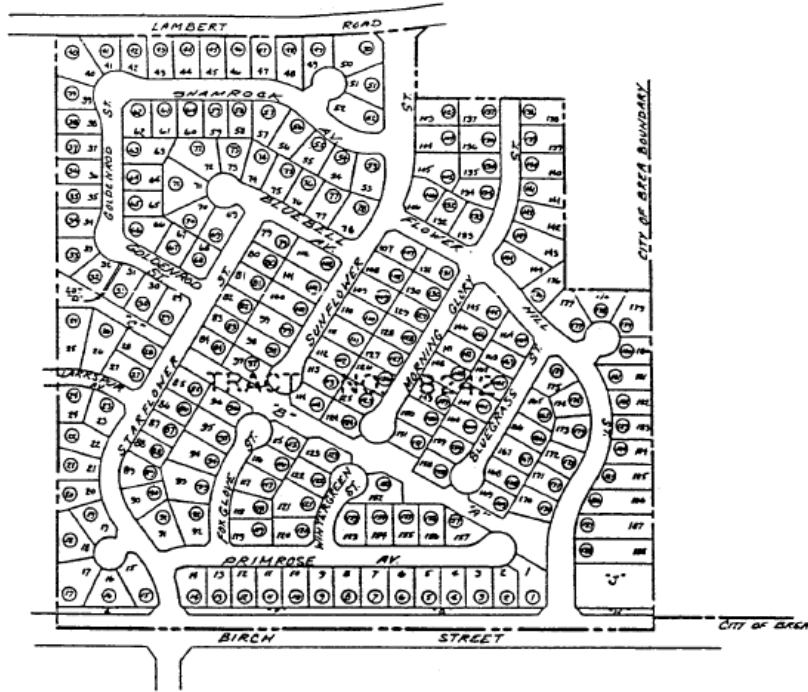
Victoria Popescu, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 3

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



LEGEND

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



SCALE 1" = 200'

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

SHEET 1 OF 1

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LIGHTING ASSESSMENT DISTRICT NO. 4 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Lighting Assessment District No. 4 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

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

hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

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

DATED: _____

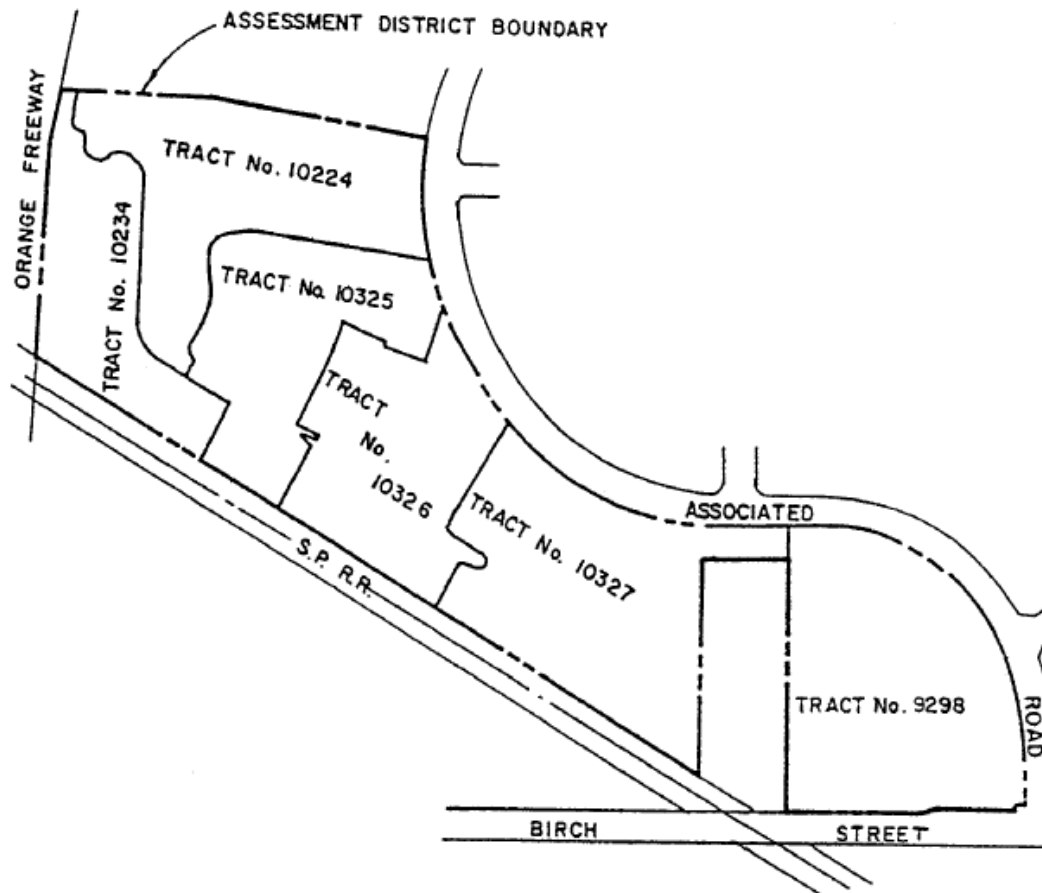
Victoria Popescu, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

LIGHTING ASSESSMENT DISTRICT NO. 4

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



LEGEND

- ASSESSMENT DISTRICT BOUNDARY
- TRACT BOUNDARY

ASSESSMENT DIAGRAM

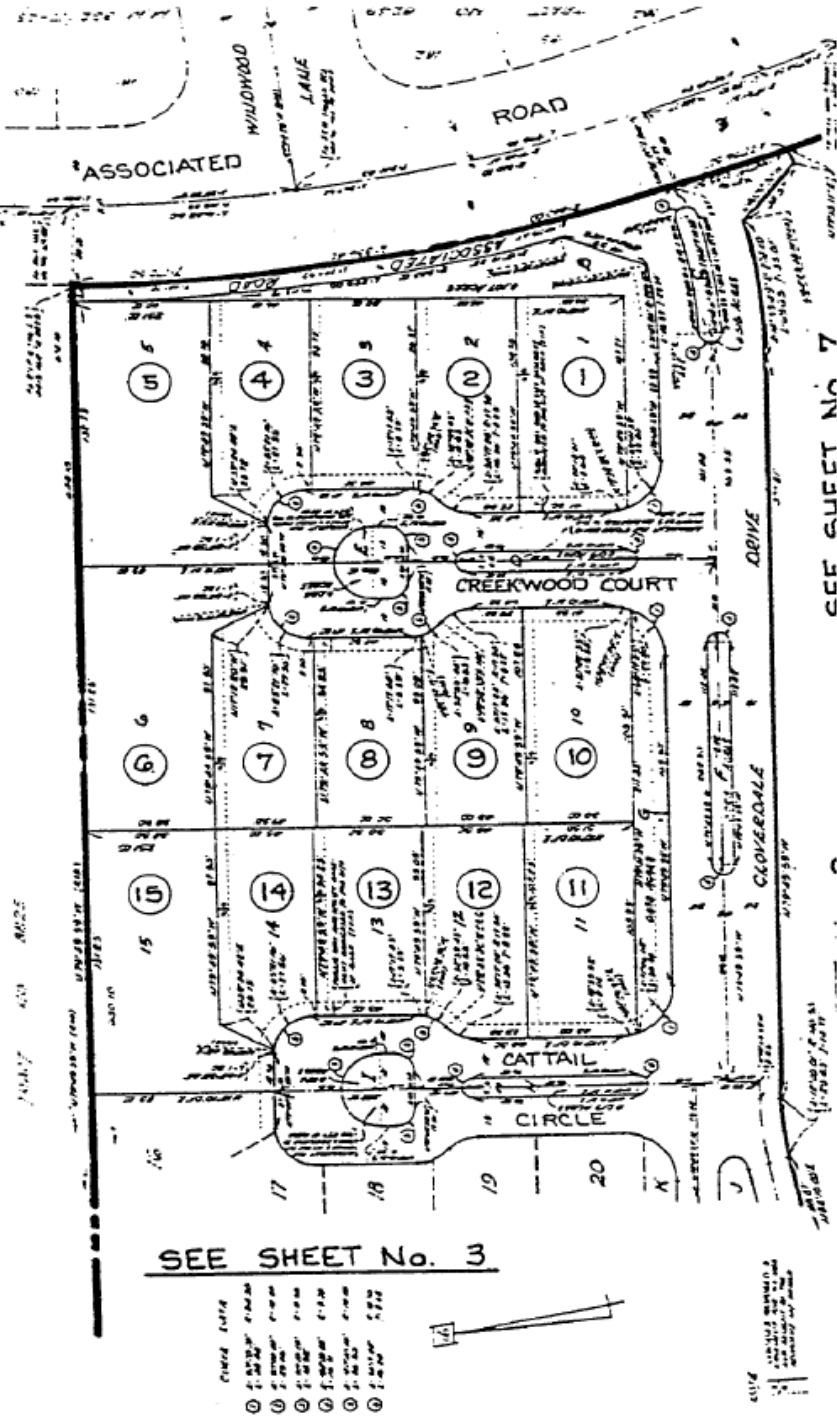
CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 1 OF 17

TRACT NO. 10224

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 JOHN A. ADAMS, R.C.E. 2687
 CHURCH ENGINEERING, INC. JANUARY, 1976

11716
 ALL THE INFORMATION
 CONTAINED HEREIN IS
 THE PROPERTY OF
 CHURCH ENGINEERING, INC.
 AND IS NOT TO BE
 REPRODUCED OR
 TRANSMITTED IN ANY
 FORM OR BY ANY
 MEANS, ELECTRONIC
 OR MECHANICAL,
 INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY
 INFORMATION STORAGE
 AND RETRIEVAL SYSTEM,
 WITHOUT THE WRITTEN
 PERMISSION OF
 CHURCH ENGINEERING, INC.



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

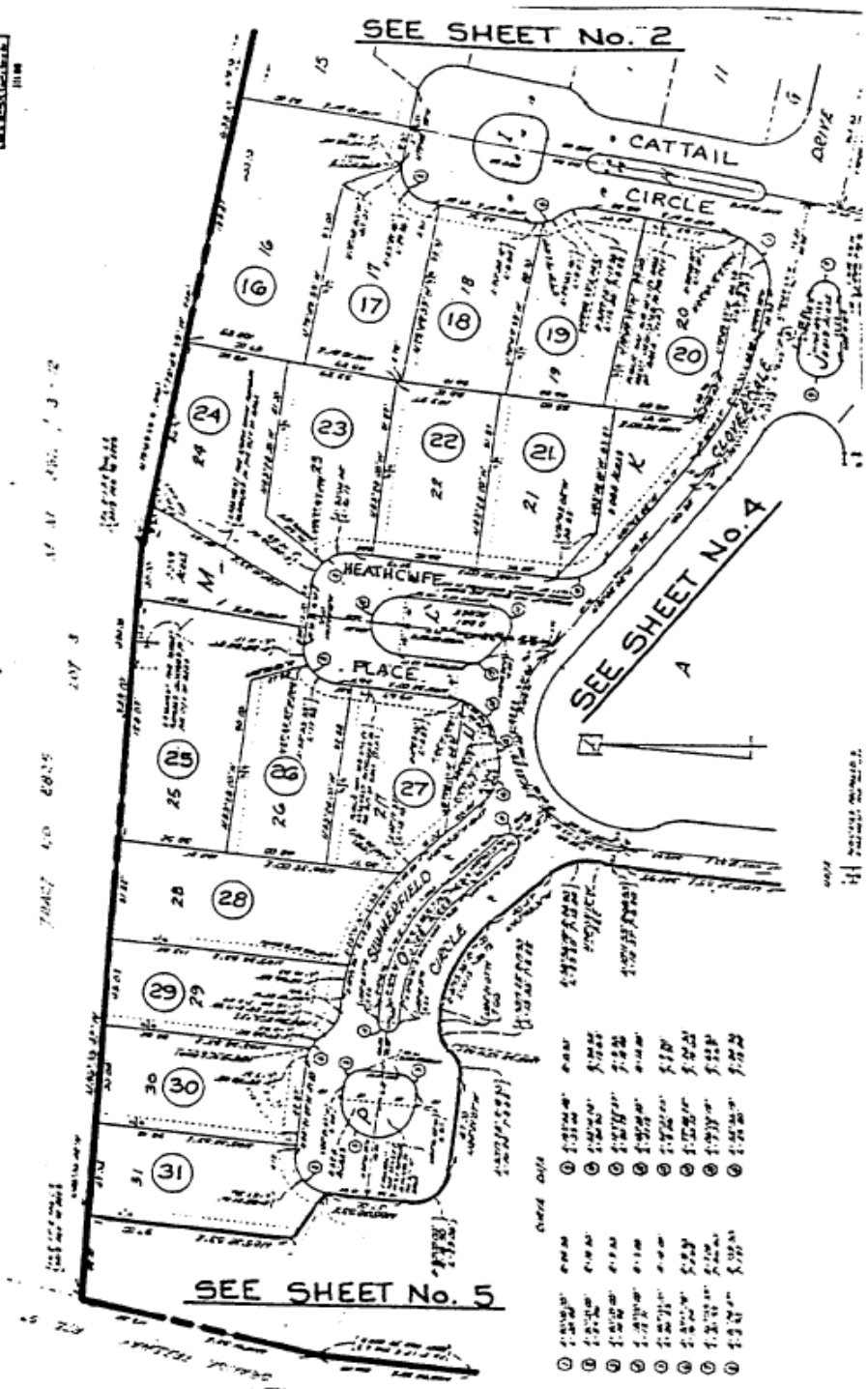
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 2 OF 1

126 16

14751
ALL RIGHTS RESERVED
BY THE ENGINEER

TRACT NO. 10224
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.
CHURCH ENGINEERING, INC.
JANUARY, 1978
JANUARY, 1978

TRACT 4.0 6815
LOT 3

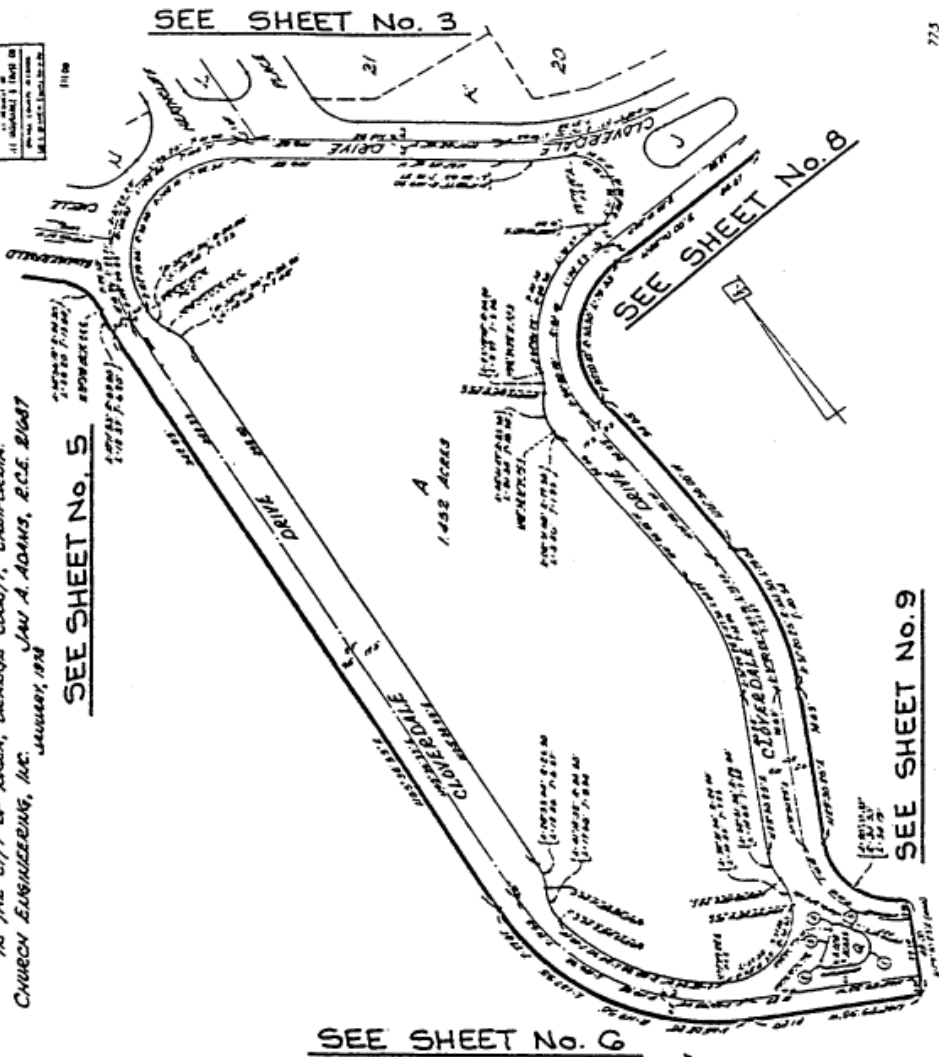


ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT No. 4
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 3 OF 17

TRACT NO. 10224

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
JAN A. ADAMS, P.C.E. BOB
CHURCH ENGINEERING, INC. JANUARY, 1978

19758
SCALE: AS SHOWN
ALL DIMENSIONS IN FEET
UNLESS OTHERWISE NOTED



SEE SHEET No. 6

- LEGEND**
- 1. INDICATES STREET LIGHTING ASSESSMENT AS APPLIED
 - 2. 50' R/W AND ECE BOAST AT ALL POINTS EXCEPT CROSSINGS UNLESS OTHERWISE NOTED
 - 3. 10' R/W AND ECE BOAST AT ALL INTERSECTIONS UNLESS OTHERWISE NOTED
 - 4. 5' W/ADDED ECE BOAST TO ALL 10' - UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CLOSURE OR OBSTRUCTION, MADE TO THE ACCOMMODATION OF HOMEOWNERS.

CLIFFSIDE DRIVE

1-10-78	1-10-78	1-10-78	1-10-78
1-10-78	1-10-78	1-10-78	1-10-78
1-10-78	1-10-78	1-10-78	1-10-78
1-10-78	1-10-78	1-10-78	1-10-78
1-10-78	1-10-78	1-10-78	1-10-78

ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

EXPLICIT

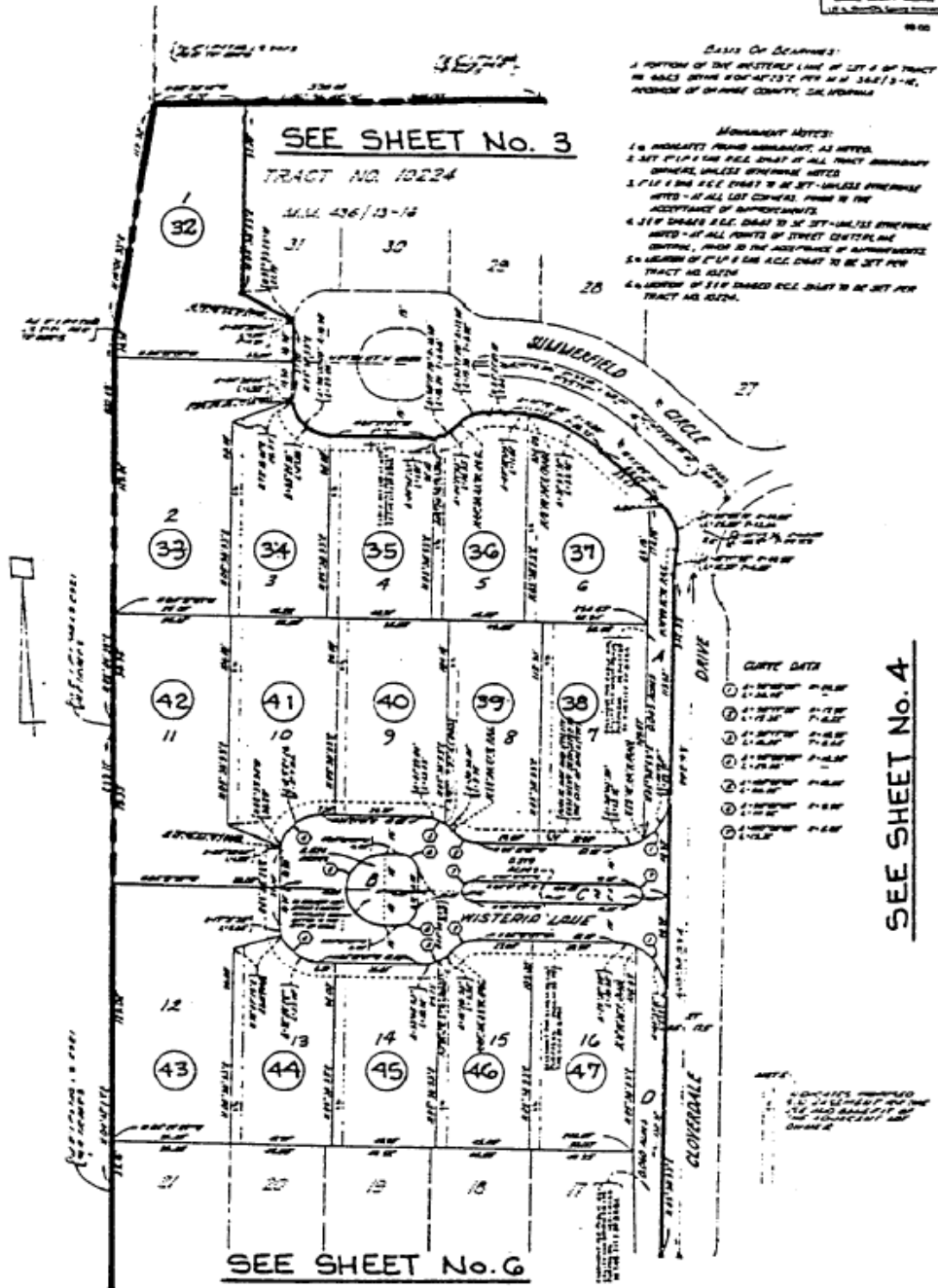
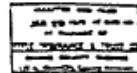
TRACT NO. 10324

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.

CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687

AUGUST, 1978

34 985



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT

DISTRICT No. 4

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

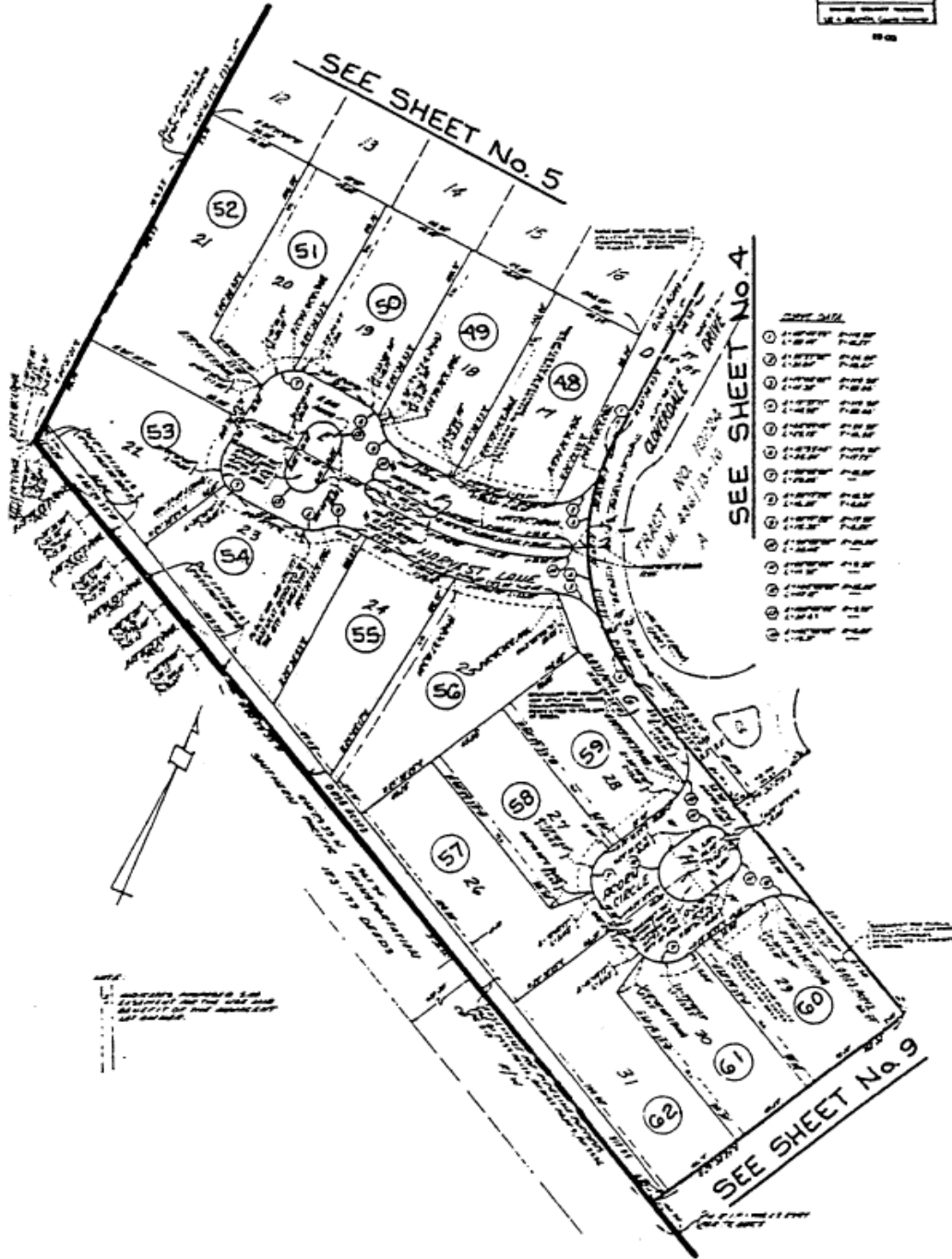
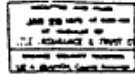
SHEET 5 OF 17

447 4

TRACT NO. 10324

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

34985



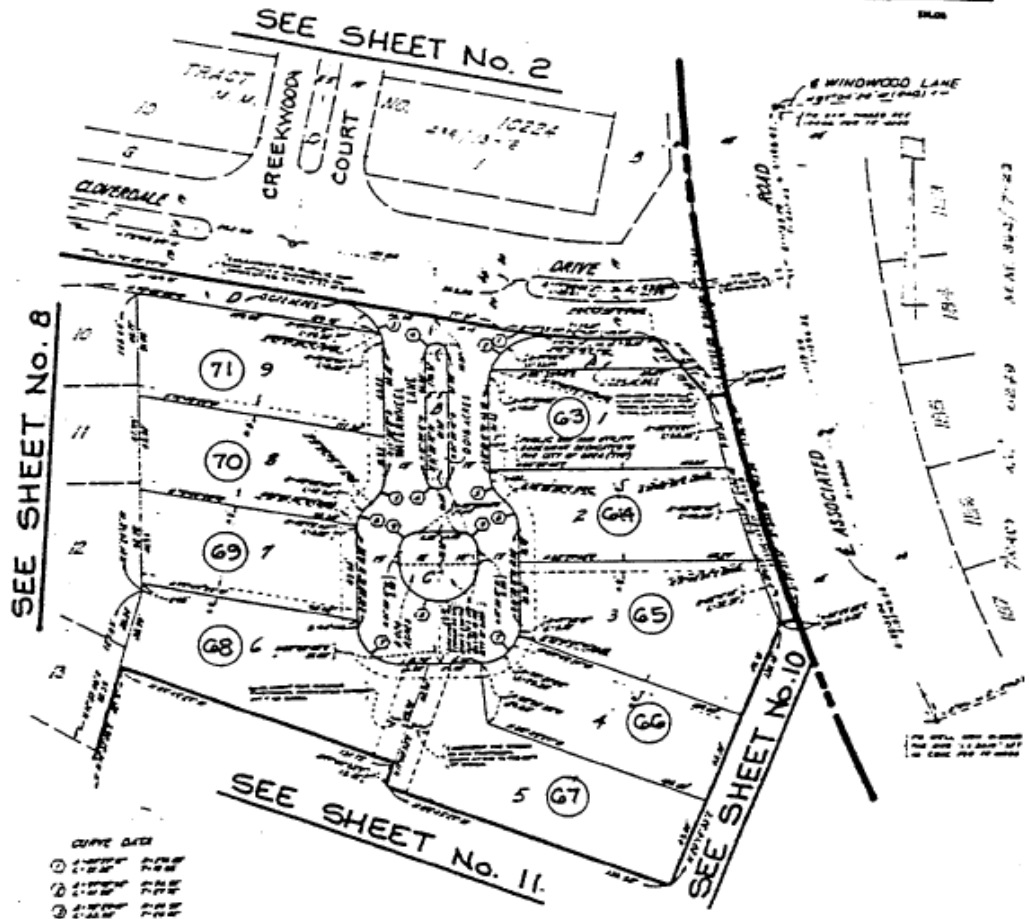
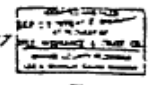
ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

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

11542



SEE SHEET No. 8

SEE SHEET No. 2

SEE SHEET No. 11

SEE SHEET No. 10

COPIE DATE

1	1-15-58	1-15-58
2	1-15-58	1-15-58
3	1-15-58	1-15-58
4	1-15-58	1-15-58
5	1-15-58	1-15-58
6	1-15-58	1-15-58
7	1-15-58	1-15-58
8	1-15-58	1-15-58
9	1-15-58	1-15-58
10	1-15-58	1-15-58
11	1-15-58	1-15-58
12	1-15-58	1-15-58
13	1-15-58	1-15-58

NOTE:
 INDICATES PROPOSED LINE
 SETTING FOR THE USE AND
 BENEFIT OF THE ADJACENT
 LOT OWNER

BASES OF BEARINGS:
 1. PORTION OF THE SOUTHWESTERLY LINE OF LOT 4
 OF TRACT NO. 86'S BEING MAPS 15-1-10000 &
 2487-10, RECORDS OF ORANGE COUNTY, CALIFORNIA

- MONUMENT NOTES:**
1. INDICATES FOUND MONUMENT AS NOTED
 2. SET BY P.P. & S.M. R.C.E. 1947 AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
 3. 1/4" x 1/4" x 1/4" R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, EXCEPT IN THE ACCORDANCE OF SUPERSEDES.
 4. 3/4" x 3/4" x 1/4" R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE.
 5. A LOCATION OF 1/4" x 1/4" x 1/4" R.C.E. STAKES TO BE SET PER TRACT NO. 10324
 6. A LOCATION OF 1/4" x 1/4" x 1/4" R.C.E. STAKES TO BE SET PER TRACT NO. 10324
 7. A LOCATION OF 1/4" x 1/4" x 1/4" R.C.E. STAKES TO BE SET PER TRACT NO. 10324

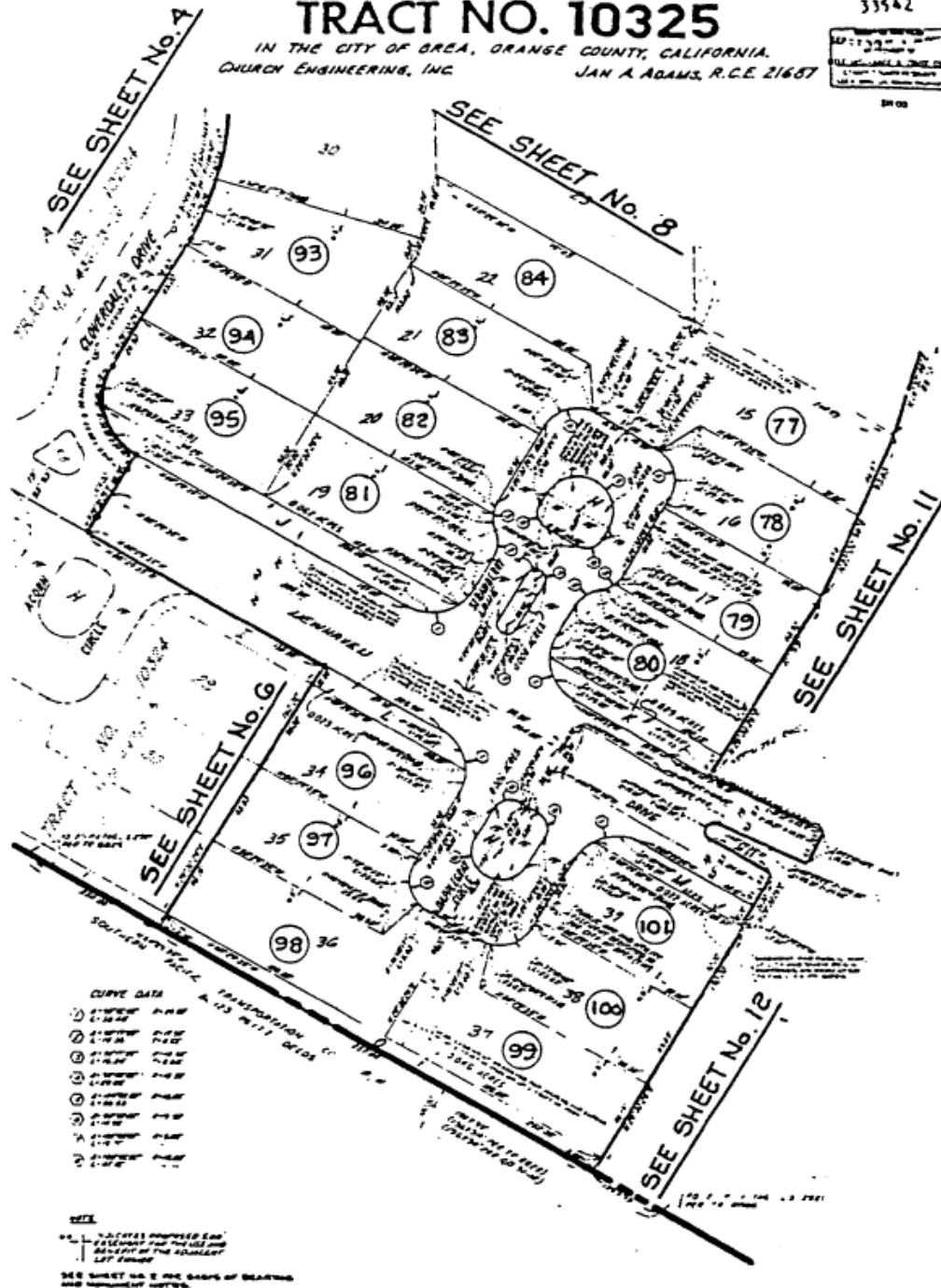
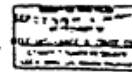
ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT No. 4
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 7 OF 17

REPLICATE

TRACT NO. 10325

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.
 CHURCH ENGINEERING, INC. JAN A. ADAMS, P.C.E. 21667

33542



ASSESSMENT DIAGRAM

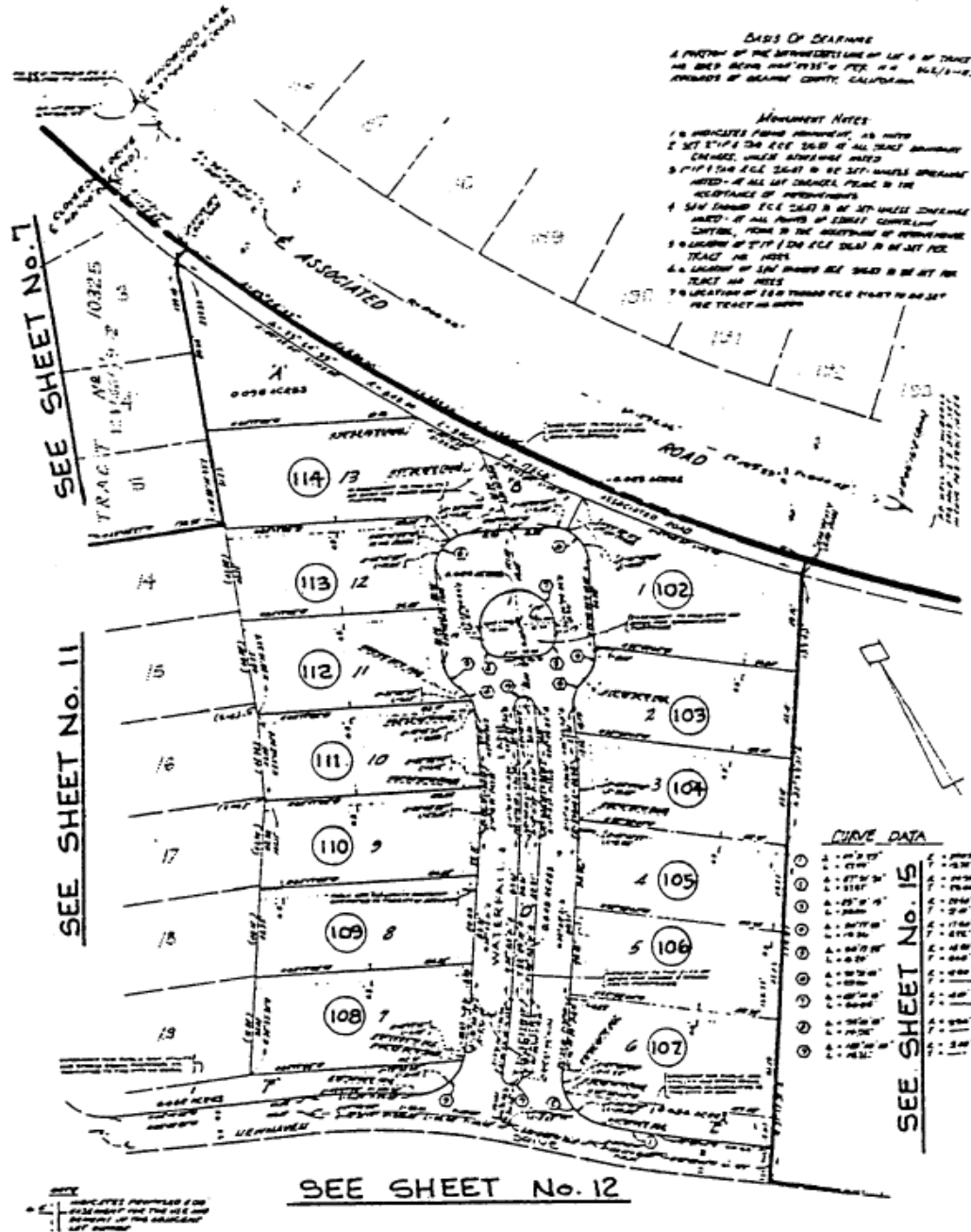
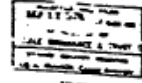
CITY OF BREA STREET LIGHTING ASSESSMENT

DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 9 OF 17

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

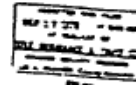
33293



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

MAP CASE
TRACT NO. 10326
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
CHURCH ENGINEERING, INC. JAN. A. ADAMS, R.C.E. 1/25/77
DECEMBER, 1976

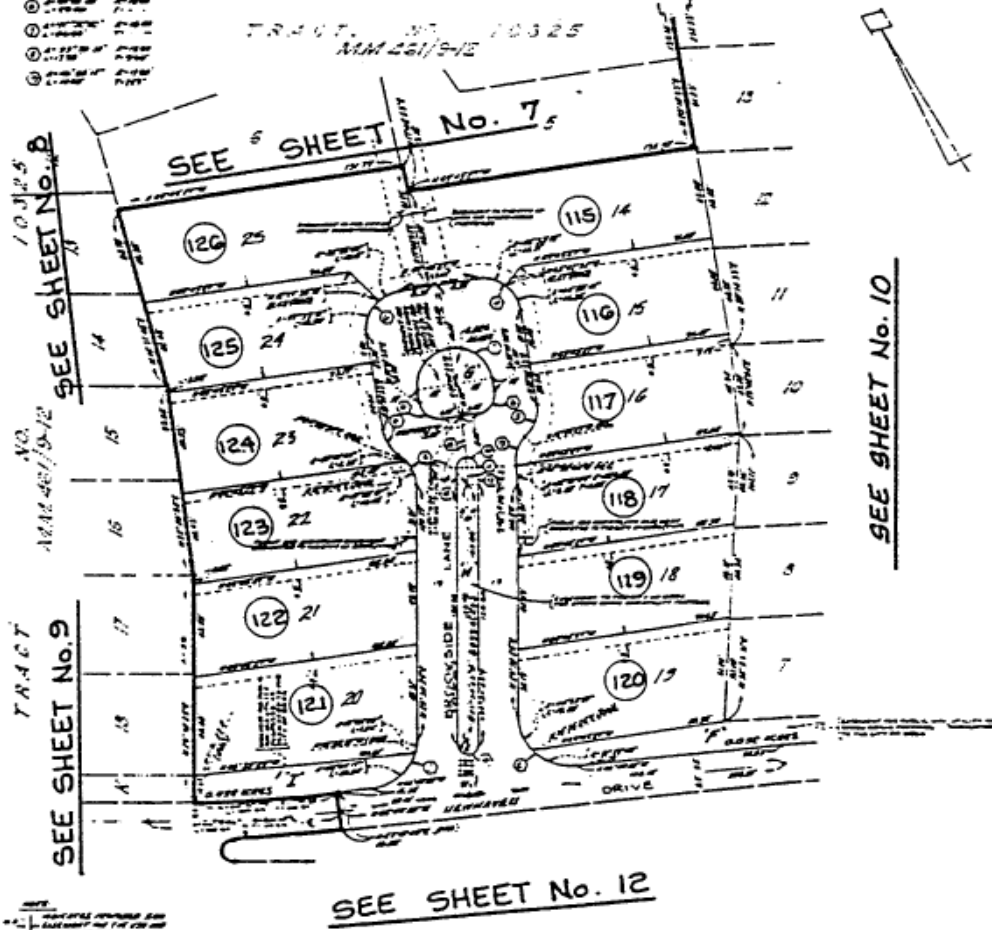
33543



Basis Of Diagram
A PORTION OF THE INTERESTED PART OF A TRACT
AS BEING BOUND HEREON BY THE PLAT, SEE/103,
RECORDS OF ORANGE COUNTY, CALIFORNIA.

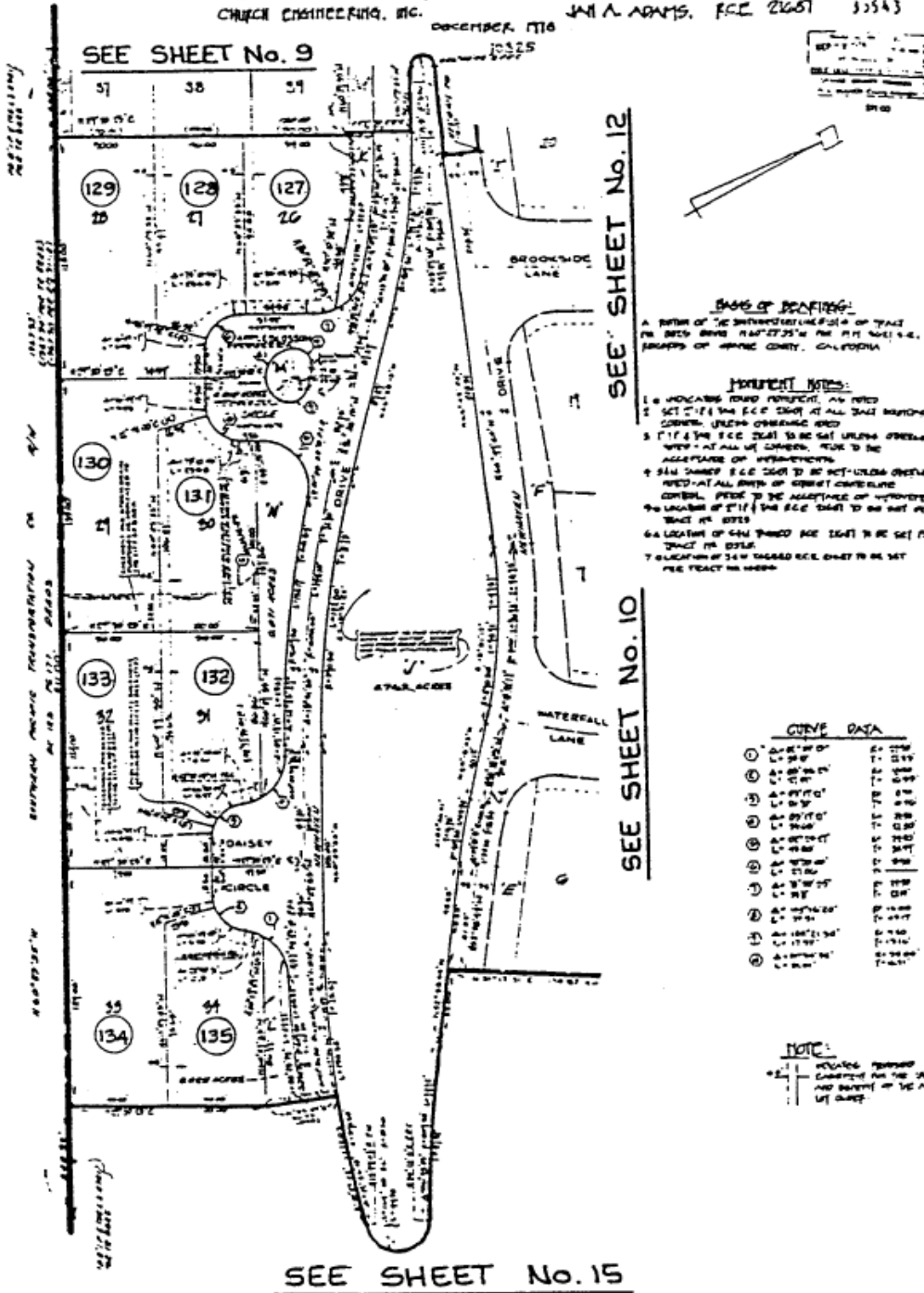
- MANAGEMENT NOTES**
1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE AS SHOWN UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.

NO.	DESCRIPTION	AREA	PERCENT
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



NOTES:
1. ALL DIMENSIONS ARE TO BE SET BY THE SURVEYOR AT ALL POINTS OF INTERSECTION UNLESS OTHERWISE NOTED.

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



BASE OF READING:
 A PORTION OF THE INTERSECTION OF TRACT
 IN BREA DRIVE NEAR 275' W. AND 114' W. E. L.
 BORDERS OF ORANGE COUNTY, CALIFORNIA

- INSTRUMENT NOTES:**
1. 0 INDICATES TRUCK POSITION, AND USED
 2. SET 2" IF THE E.C.C. SHOWS AT ALL TRACT BOUNDARY
 3. IF 4" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 4. IF 6" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 5. IF 8" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 6. IF 10" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 7. IF 12" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 8. IF 14" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 9. IF 16" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 10. IF 18" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 11. IF 20" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 12. IF 22" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 13. IF 24" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 14. IF 26" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 15. IF 28" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 16. IF 30" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 17. IF 32" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 18. IF 34" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 19. IF 36" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 20. IF 38" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 21. IF 40" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 22. IF 42" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 23. IF 44" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 24. IF 46" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 25. IF 48" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 26. IF 50" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 27. IF 52" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 28. IF 54" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 29. IF 56" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 30. IF 58" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 31. IF 60" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 32. IF 62" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 33. IF 64" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 34. IF 66" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 35. IF 68" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 36. IF 70" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 37. IF 72" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 38. IF 74" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 39. IF 76" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 40. IF 78" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 41. IF 80" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 42. IF 82" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 43. IF 84" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 44. IF 86" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 45. IF 88" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 46. IF 90" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 47. IF 92" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 48. IF 94" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 49. IF 96" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 50. IF 98" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 51. IF 100" THE E.C.C. IS TO BE SET UNLESS OTHERWISE

GENE DATA

GENE	DATA
1	127
2	128
3	129
4	130
5	131
6	132
7	133
8	134
9	135

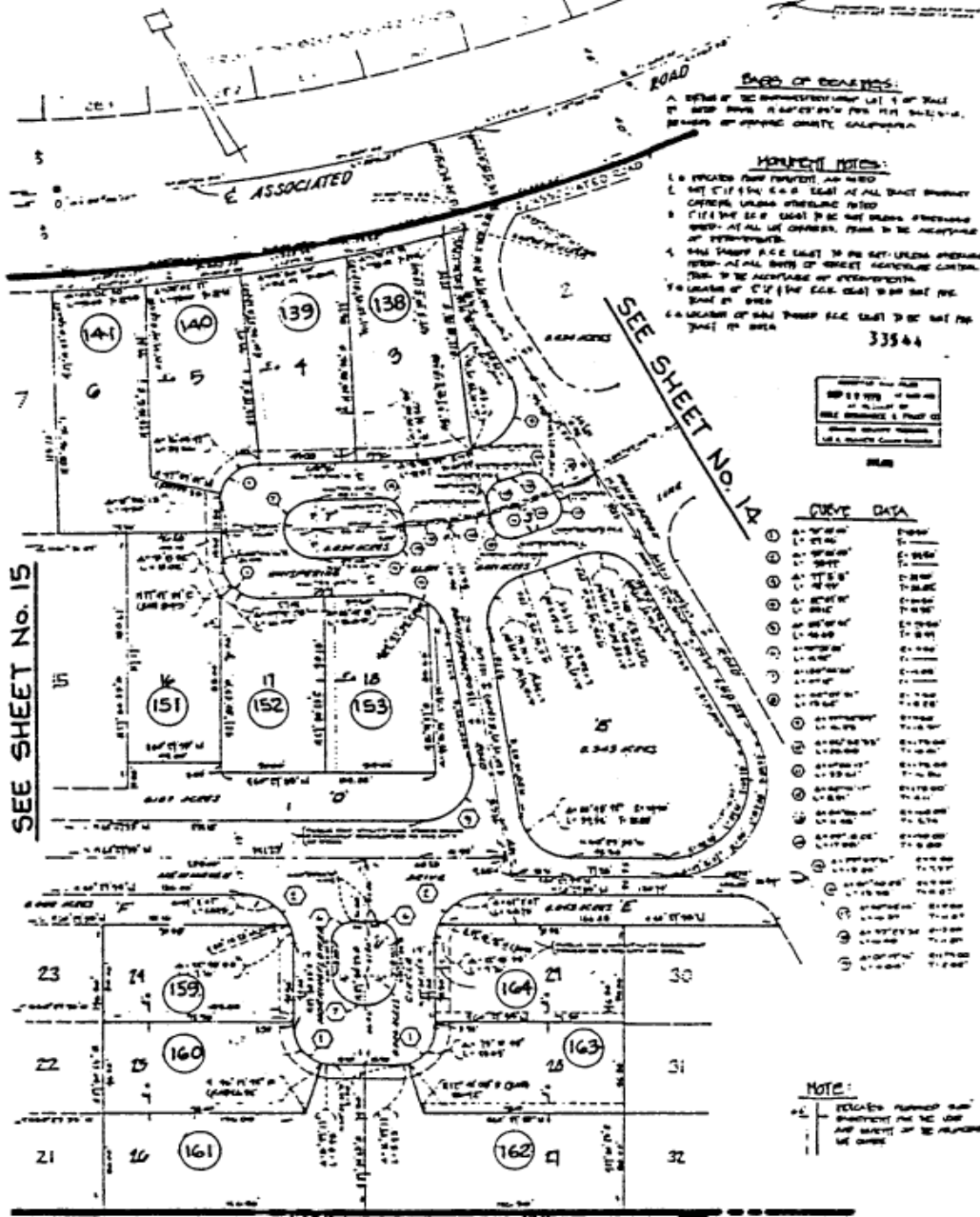
NOTE:
 1. 0 INDICATES TRUCK POSITION AND
 2. SET 2" IF THE E.C.C. SHOWS AT ALL TRACT BOUNDARY
 3. IF 4" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 4. IF 6" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 5. IF 8" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 6. IF 10" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 7. IF 12" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 8. IF 14" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 9. IF 16" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 10. IF 18" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 11. IF 20" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 12. IF 22" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 13. IF 24" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 14. IF 26" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 15. IF 28" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 16. IF 30" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 17. IF 32" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 18. IF 34" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 19. IF 36" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 20. IF 38" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 21. IF 40" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 22. IF 42" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 23. IF 44" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 24. IF 46" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 25. IF 48" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 26. IF 50" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 27. IF 52" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 28. IF 54" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 29. IF 56" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 30. IF 58" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 31. IF 60" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 32. IF 62" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 33. IF 64" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 34. IF 66" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 35. IF 68" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 36. IF 70" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 37. IF 72" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 38. IF 74" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 39. IF 76" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 40. IF 78" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 41. IF 80" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 42. IF 82" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 43. IF 84" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 44. IF 86" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 45. IF 88" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 46. IF 90" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 47. IF 92" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 48. IF 94" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 49. IF 96" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 50. IF 98" THE E.C.C. IS TO BE SET UNLESS OTHERWISE
 51. IF 100" THE E.C.C. IS TO BE SET UNLESS OTHERWISE

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

TRACT NO. 10327

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHUCK CHRISTENSEN, INC. JAN. A. ADAMS, F.C.E. 21681

December, 1916

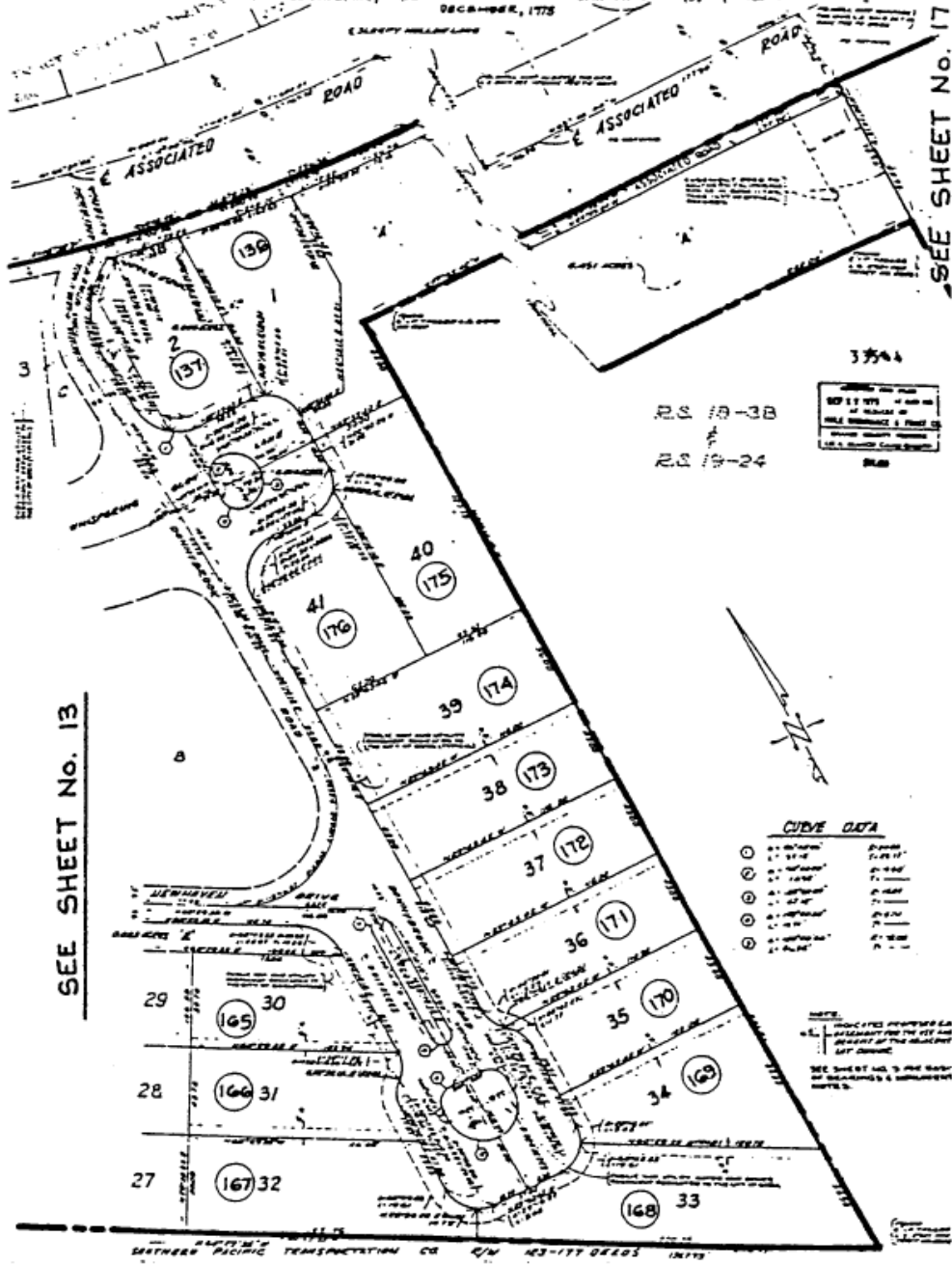


ASSESSMENT DIAGRAM

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

TRACT NO. 10327

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



ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

TRACT NO. 10327

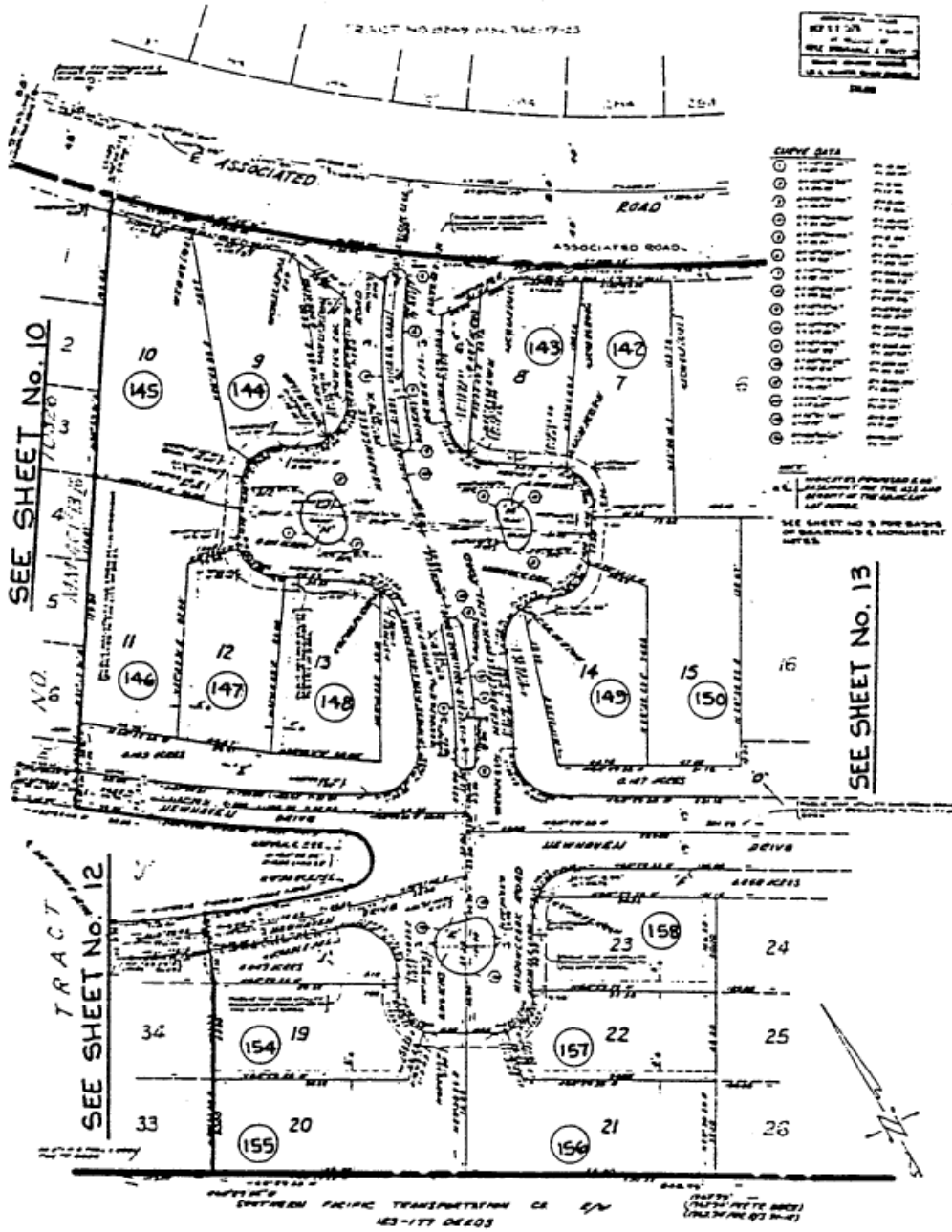
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA

CHUCK CRANEZINKA, INC.

DECEMBER, 1978

JAN A. ADAMS, P.C. 21487

33544



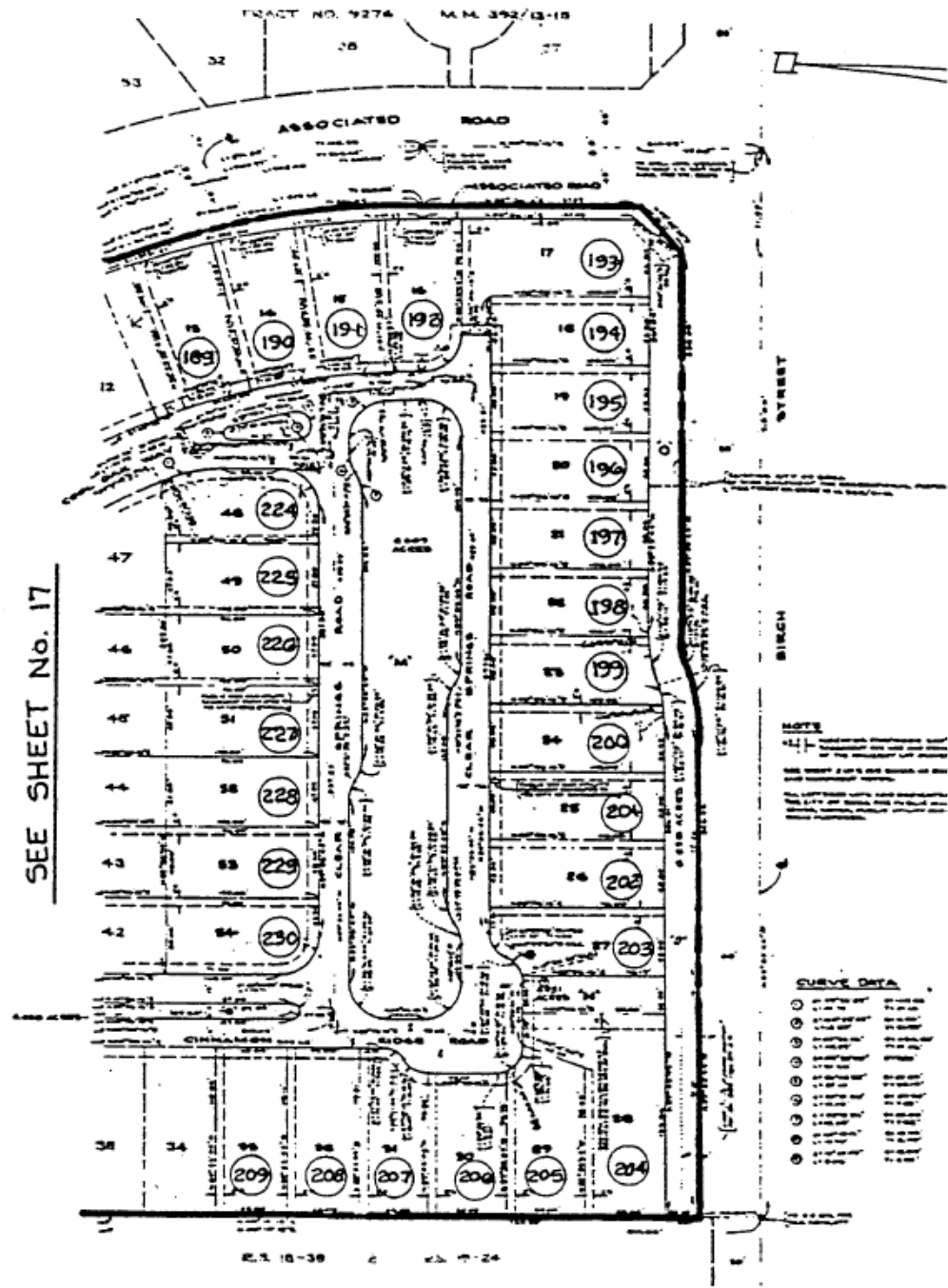
ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 15 OF 17

PROJECT NO. 2200
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC. JAN. A. ADAMS, R.C.E. 26-87
 JANUARY 1977

SCALE: AS SHOWN
 1" = 100'
 1977



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

TRACT NO. 9298

IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21687
 JANUARY 1977

APPROVED
 COUNTY ENGINEER
 CITY OF BREA
 JAN 10 1977

BASIS OF BEARINGS
 THE MERIDIAN LINE OF LOT 6 OF TRACT NO. 8828 BEING 88°04'10" PER M.M. 362/17-23 98.2/71.2. RECORDS OF ORANGE COUNTY, CALIFORNIA.

MONUMENT NOTES
 1. S INDICATES FOUND MONUMENT, AS NOTED.
 2. A INDICATES LOCATION OF 24" W TAPPED R.C.E. PILE TO BE SET FROM TRACT NO. 10327.
 3. S INDICATES LOCATION OF 2" I.P. (7/16" R.C.E. PILE) TO BE SET FOR TRACT NO. 10327.
 4. 24" W TAPPED R.C.E. PILE TO BE SET UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE CONTROL, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
 5. 2" I.P. (7/16" R.C.E. PILE) TO BE SET AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
 6. 1" I.P. (7/16" R.C.E. PILE) TO BE SET UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.

NOTE
 1. All dimensions are in feet and inches.
 2. All bearings are true bearings.
 3. All curves are circular.

CURVE DATA (CONT'D)

1	177	100.00	90.00	1.5708	1.5708	1.5708	1.5708
2	178	100.00	90.00	1.5708	1.5708	1.5708	1.5708
3	179	100.00	90.00	1.5708	1.5708	1.5708	1.5708
4	180	100.00	90.00	1.5708	1.5708	1.5708	1.5708
5	181	100.00	90.00	1.5708	1.5708	1.5708	1.5708
6	182	100.00	90.00	1.5708	1.5708	1.5708	1.5708
7	183	100.00	90.00	1.5708	1.5708	1.5708	1.5708
8	184	100.00	90.00	1.5708	1.5708	1.5708	1.5708
9	185	100.00	90.00	1.5708	1.5708	1.5708	1.5708
10	186	100.00	90.00	1.5708	1.5708	1.5708	1.5708
11	187	100.00	90.00	1.5708	1.5708	1.5708	1.5708
12	188	100.00	90.00	1.5708	1.5708	1.5708	1.5708
13	210	100.00	90.00	1.5708	1.5708	1.5708	1.5708
14	211	100.00	90.00	1.5708	1.5708	1.5708	1.5708
15	212	100.00	90.00	1.5708	1.5708	1.5708	1.5708
16	213	100.00	90.00	1.5708	1.5708	1.5708	1.5708
17	214	100.00	90.00	1.5708	1.5708	1.5708	1.5708
18	215	100.00	90.00	1.5708	1.5708	1.5708	1.5708
19	216	100.00	90.00	1.5708	1.5708	1.5708	1.5708
20	217	100.00	90.00	1.5708	1.5708	1.5708	1.5708
21	218	100.00	90.00	1.5708	1.5708	1.5708	1.5708
22	219	100.00	90.00	1.5708	1.5708	1.5708	1.5708
23	220	100.00	90.00	1.5708	1.5708	1.5708	1.5708
24	221	100.00	90.00	1.5708	1.5708	1.5708	1.5708
25	222	100.00	90.00	1.5708	1.5708	1.5708	1.5708
26	223	100.00	90.00	1.5708	1.5708	1.5708	1.5708

TRACT NO. 8828 M.M. 362/17-23
 277.9
 274

TRACT NO. 10327
 LOT 2
 M.M. 461/7-20

CURVE DATA

1	177	100.00	90.00	1.5708	1.5708	1.5708	1.5708
2	178	100.00	90.00	1.5708	1.5708	1.5708	1.5708
3	179	100.00	90.00	1.5708	1.5708	1.5708	1.5708
4	180	100.00	90.00	1.5708	1.5708	1.5708	1.5708
5	181	100.00	90.00	1.5708	1.5708	1.5708	1.5708
6	182	100.00	90.00	1.5708	1.5708	1.5708	1.5708
7	183	100.00	90.00	1.5708	1.5708	1.5708	1.5708
8	184	100.00	90.00	1.5708	1.5708	1.5708	1.5708
9	185	100.00	90.00	1.5708	1.5708	1.5708	1.5708
10	186	100.00	90.00	1.5708	1.5708	1.5708	1.5708
11	187	100.00	90.00	1.5708	1.5708	1.5708	1.5708
12	188	100.00	90.00	1.5708	1.5708	1.5708	1.5708
13	210	100.00	90.00	1.5708	1.5708	1.5708	1.5708
14	211	100.00	90.00	1.5708	1.5708	1.5708	1.5708
15	212	100.00	90.00	1.5708	1.5708	1.5708	1.5708
16	213	100.00	90.00	1.5708	1.5708	1.5708	1.5708
17	214	100.00	90.00	1.5708	1.5708	1.5708	1.5708
18	215	100.00	90.00	1.5708	1.5708	1.5708	1.5708
19	216	100.00	90.00	1.5708	1.5708	1.5708	1.5708
20	217	100.00	90.00	1.5708	1.5708	1.5708	1.5708
21	218	100.00	90.00	1.5708	1.5708	1.5708	1.5708
22	219	100.00	90.00	1.5708	1.5708	1.5708	1.5708
23	220	100.00	90.00	1.5708	1.5708	1.5708	1.5708
24	221	100.00	90.00	1.5708	1.5708	1.5708	1.5708
25	222	100.00	90.00	1.5708	1.5708	1.5708	1.5708
26	223	100.00	90.00	1.5708	1.5708	1.5708	1.5708

SEE SHEET No. 14

SEE SHEET No. 16

ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT DISTRICT No. 4

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

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 5 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 5 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$1,082.35 for each lot located within said District

are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

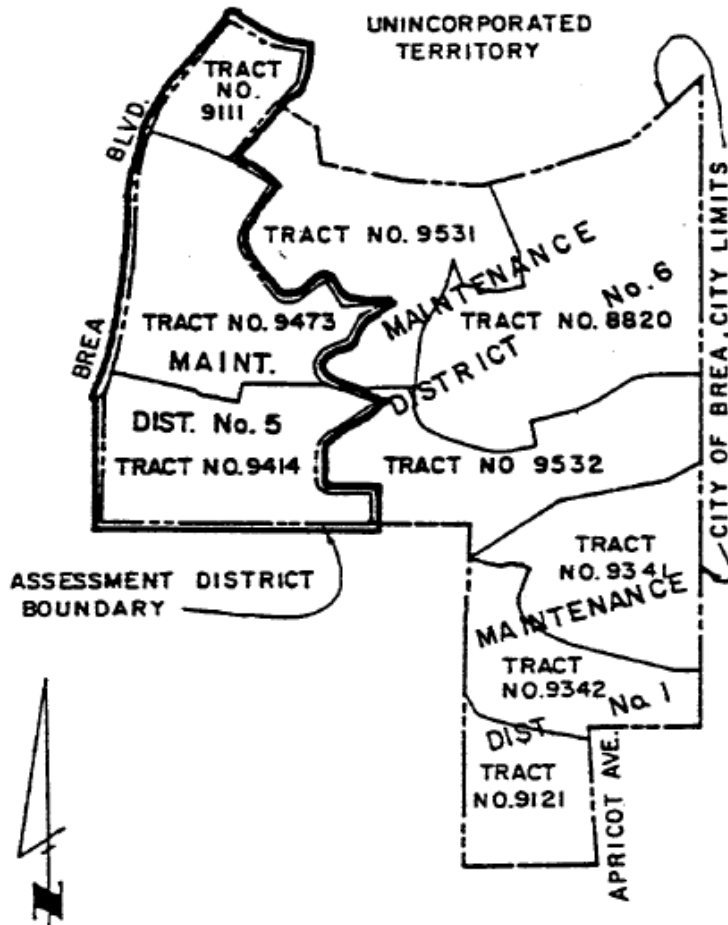
Victoria Popescu, City Clerk

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.



LEGEND

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

113 PARCELS

SHEET 1 OF

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

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

NO. 1073: 14 MAY 1975 3:19

TRACT NO. 9111

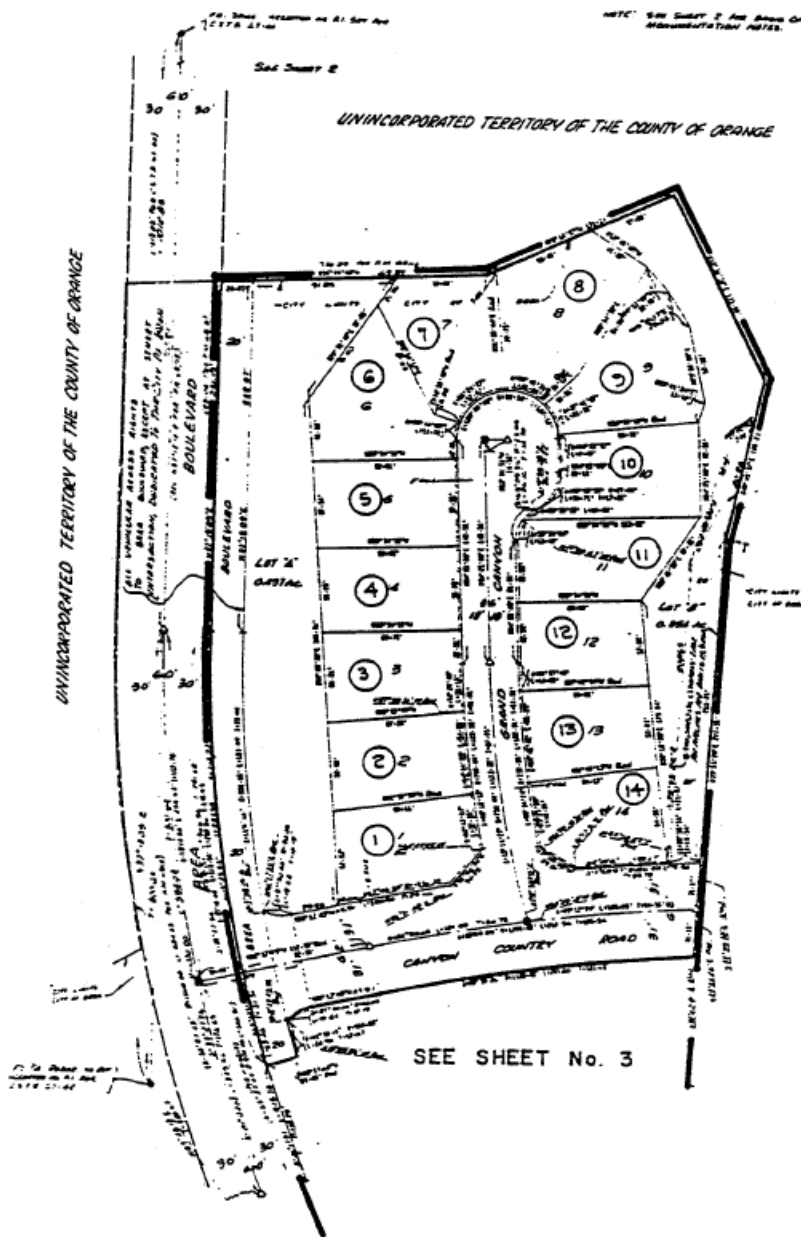
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

31247
APR 21 1975
RECEIVED
COUNTY CLERK
COUNTY OF ORANGE
CALIFORNIA

RICHARD E. MC COY
P.L.S. NO. 29000

OCTOBER, 1975

TOURS CORPORATION



SEE SHEET No. 3

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

FORGONE: 11003 AC
NO. LOTS: 48 AND LOT 34

TRACT NO 9473

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

345
DEC 1 1976
RECORDS SECTION

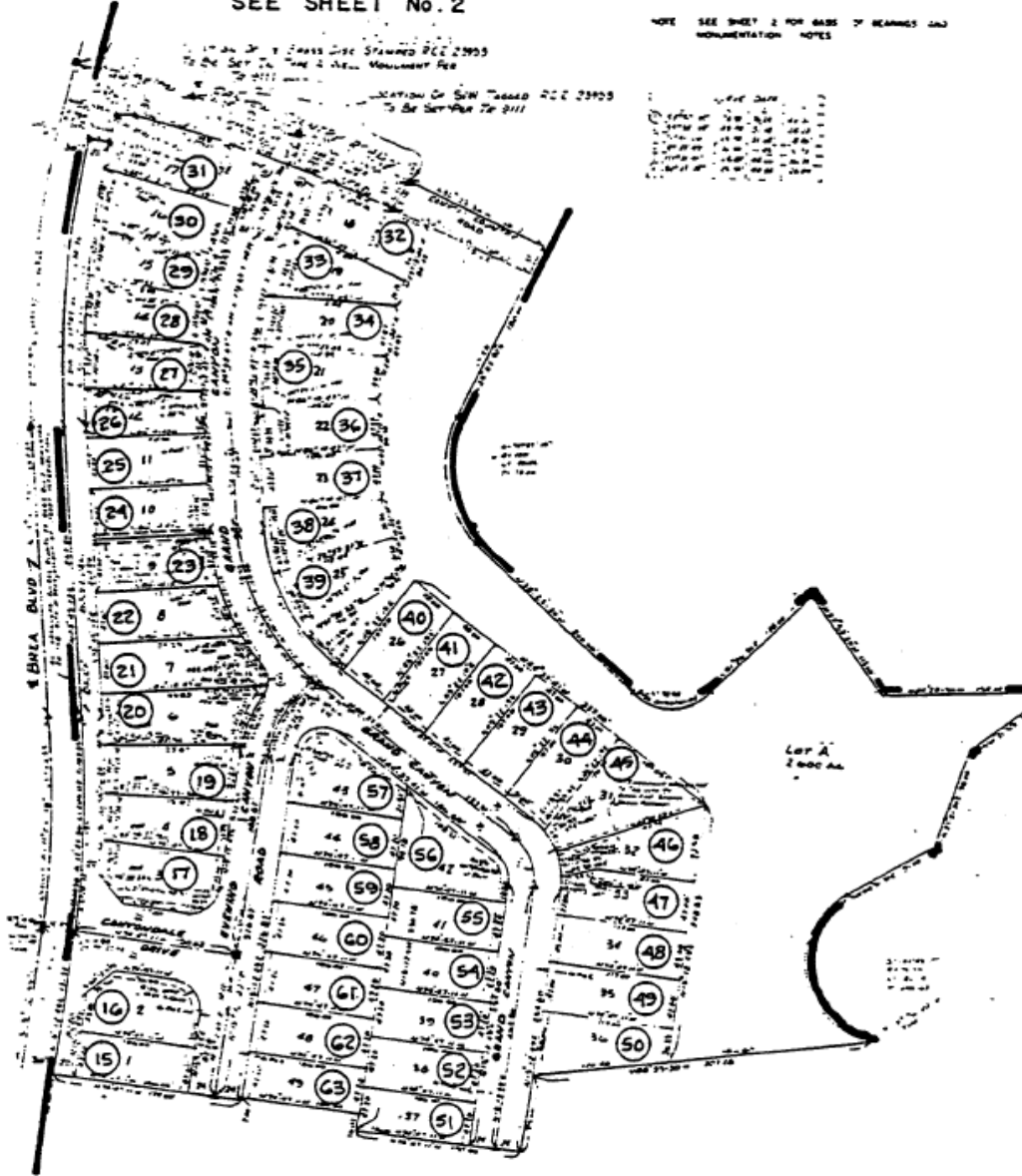
RICHARD E. MCCOY
R.C.E. NO. 23953

JULY, 1976

DUCA AND MCCOY

SEE SHEET No. 2

NOTE SEE SHEET 2 FOR BASIS OF MEASUREMENTS AND MONUMENTATION NOTES



SEE SHEET No. 4

113 PARCELS

SHEET 3 OF 4

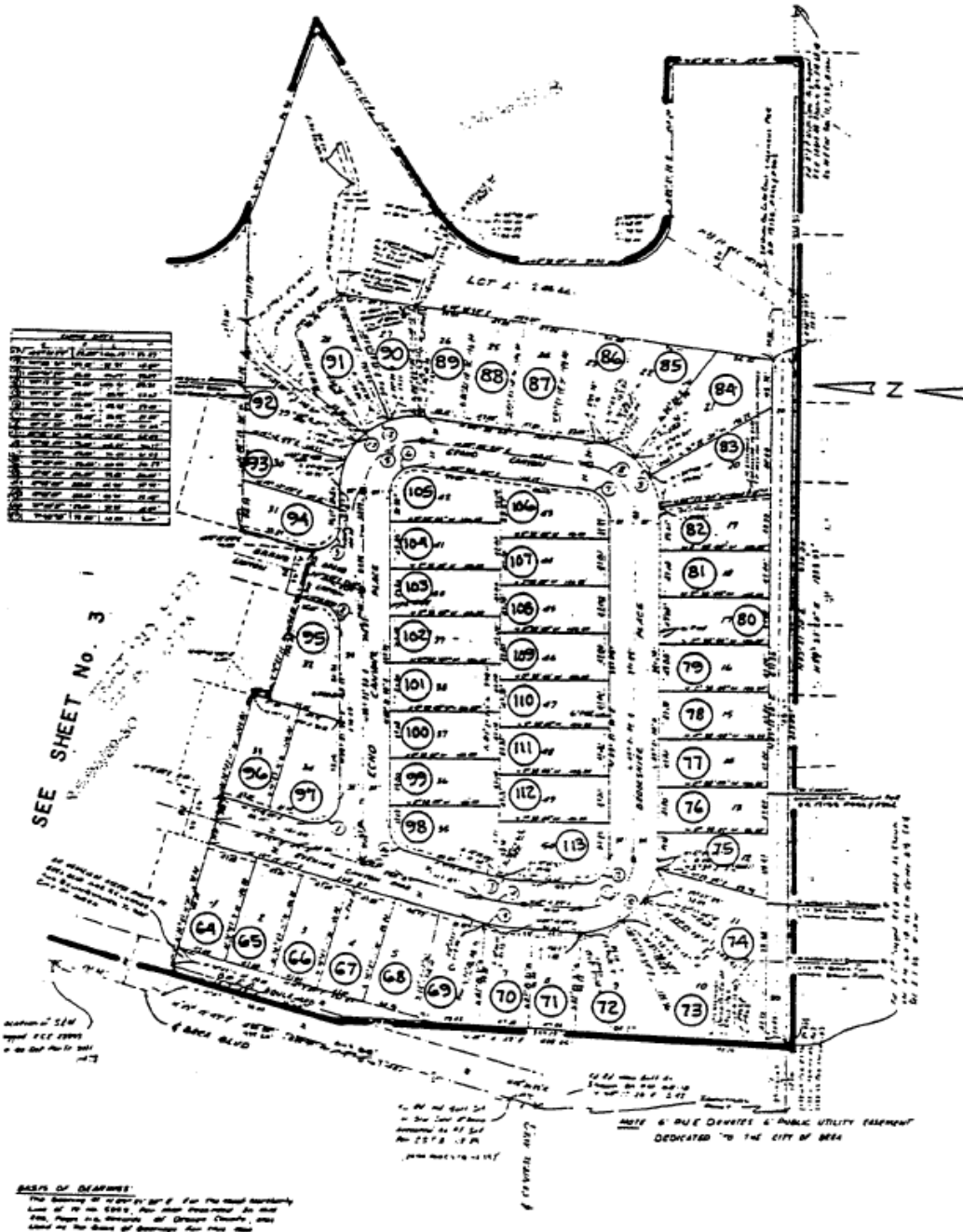
ASSESSMENT DIAGRAM.
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

TRACT NO 5117
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA

RICHARD C. MCCOY
 R.C.E. 79958

DECEMBER, 1974

RUCA AND MCCOY
 CIVIL ENGINEERS - PLANNERS



113 PARCELS

SHEET 4 OF 4

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

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 6 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$1,750.35 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

DATED: _____

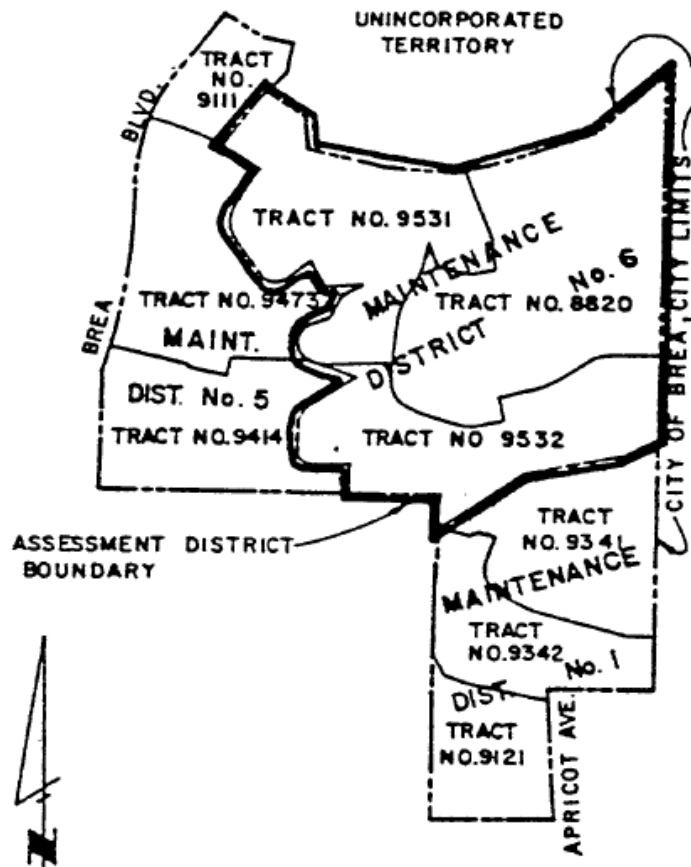
Victoria Popescu, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION





LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 6

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



SCALE : 1" = 600'

LEGEND

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

135 PARCELS

SHEET 1 OF 10

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

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

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

DUPLICATE

TRACT NO. 9531

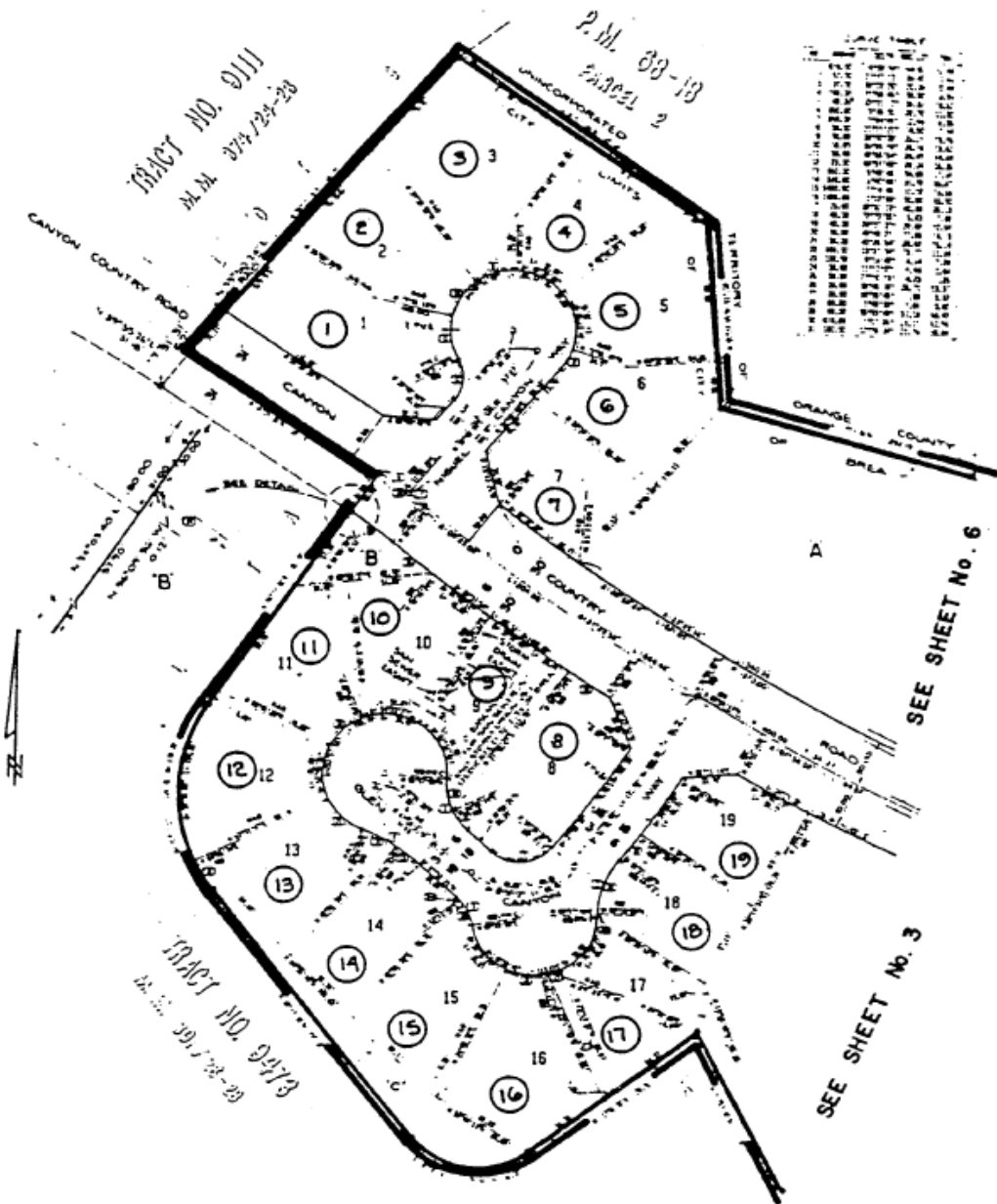
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA

38222
STANLEY C. MORSE
CONSULTING CIVIL ENGINEERS

STANLEY C. MORSE, L.S. 2640

JUNE, 1977

STANLEY C. MORSE
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 2 OF 10

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

NO. OF LOTS 42 AND LOTS 41-40

TRACT NO. 9531

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

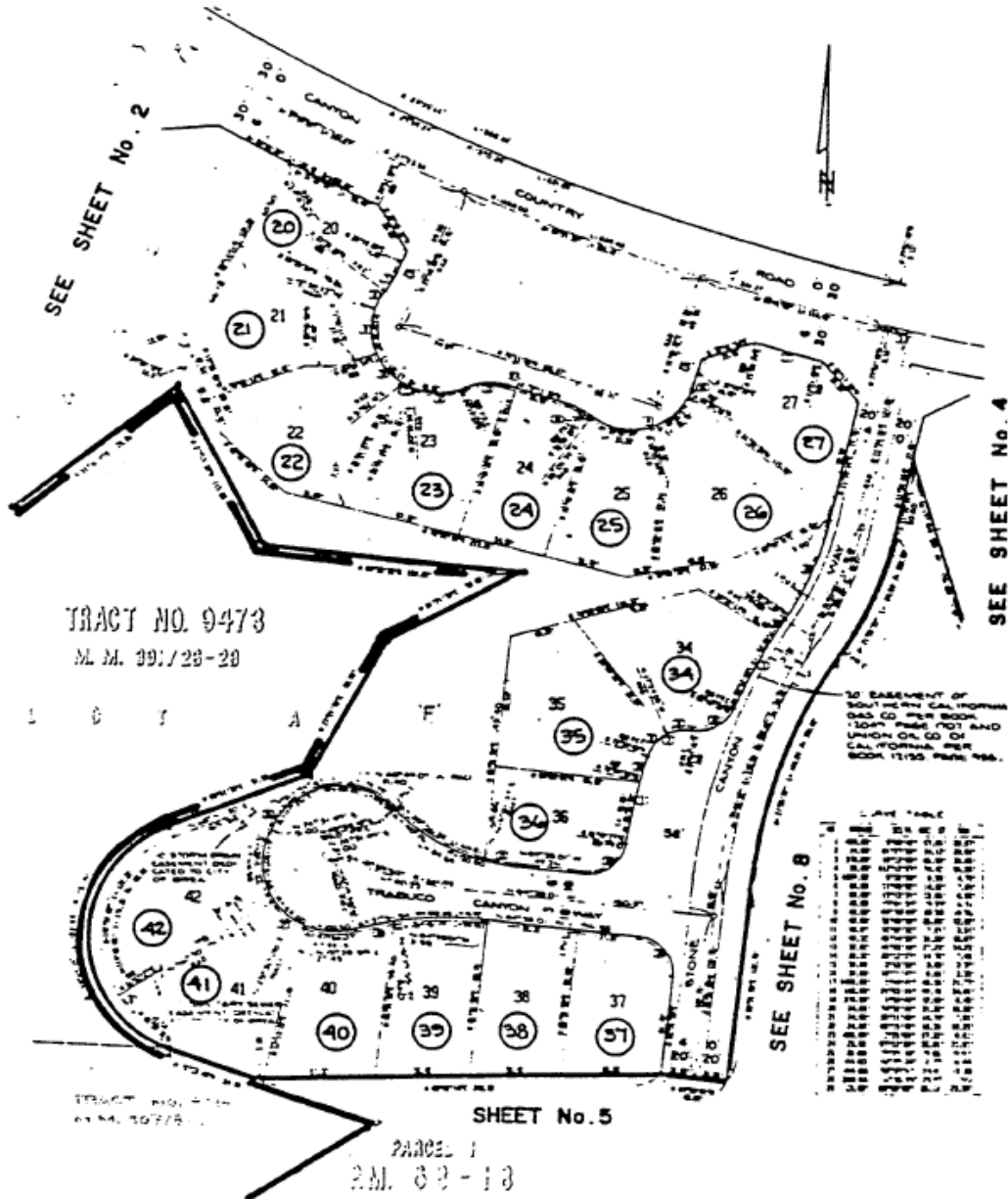
36222

RECORDED
DEC 18 1971
BY THE COUNTY CLERK
OF ORANGE COUNTY, CALIFORNIA

STANLEY C. MORSE, L.S. 3640

JUNE, 1971

STANLEY C. MORSE
CONSULTING CIVIL ENGINEERS



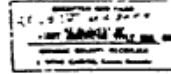
135 PARCELS

SHEET 3 OF 10

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

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

TRACT NO. 9531
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA

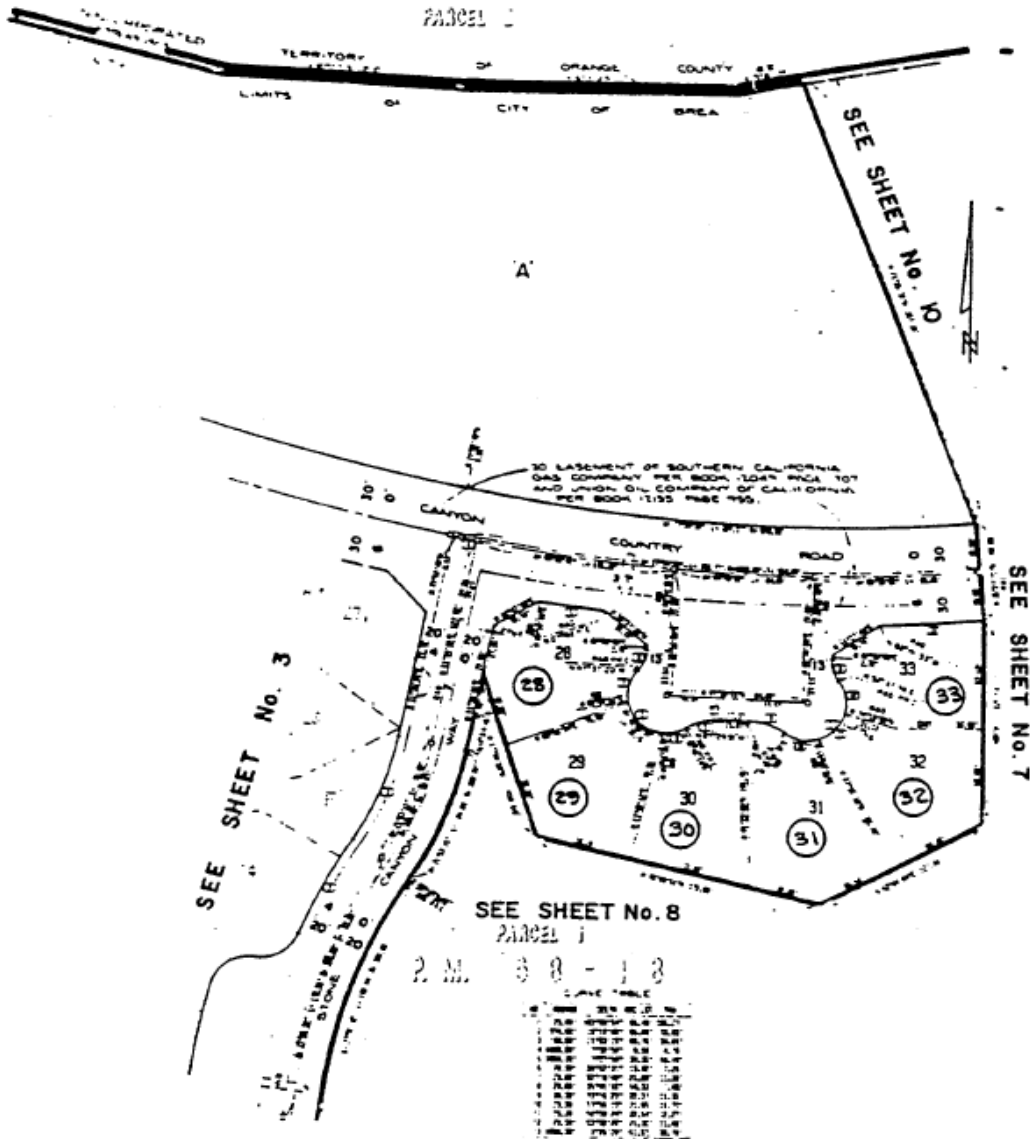


JUNE, 1977

STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS INC.

P.M. 88-18

PARCEL 1



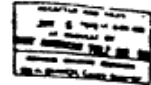
SEE SHEET No. 8
 PARCEL 1

P.M. 88-18

Lot No.	Area (sq. ft.)	Area (sq. ft.)
28	1,200	1,200
29	1,200	1,200
30	1,200	1,200
31	1,200	1,200
32	1,200	1,200

NO. OF LOTS 52 AND LOTS
A THRU C

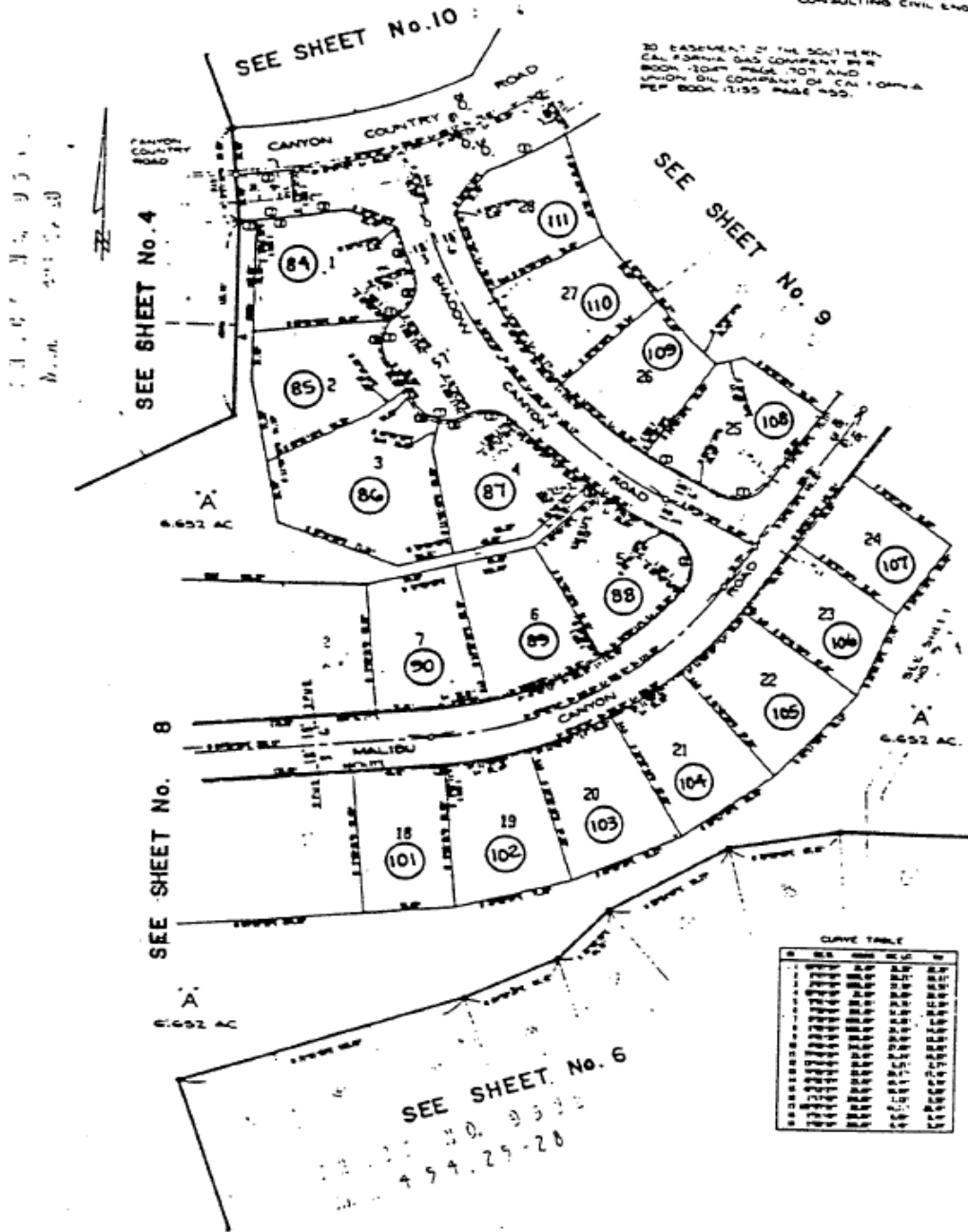
TRACT NO. 8820
IN THE CITY OF BREA,
COUNTY OF ORANGE STATE OF CALIFORNIA.



STANLEY C. MORSE, L.S. 3640

AUGUST, 1977

STANLEY C. MORSE
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 7 OF 10

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

SCALE: 1" = 100'
 ACRES: 18.033
 NO. OF LOTS: 57, AND LOTS
 A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
 FINAL UNIT OF TENTATIVE
 TRACT NO. 8820

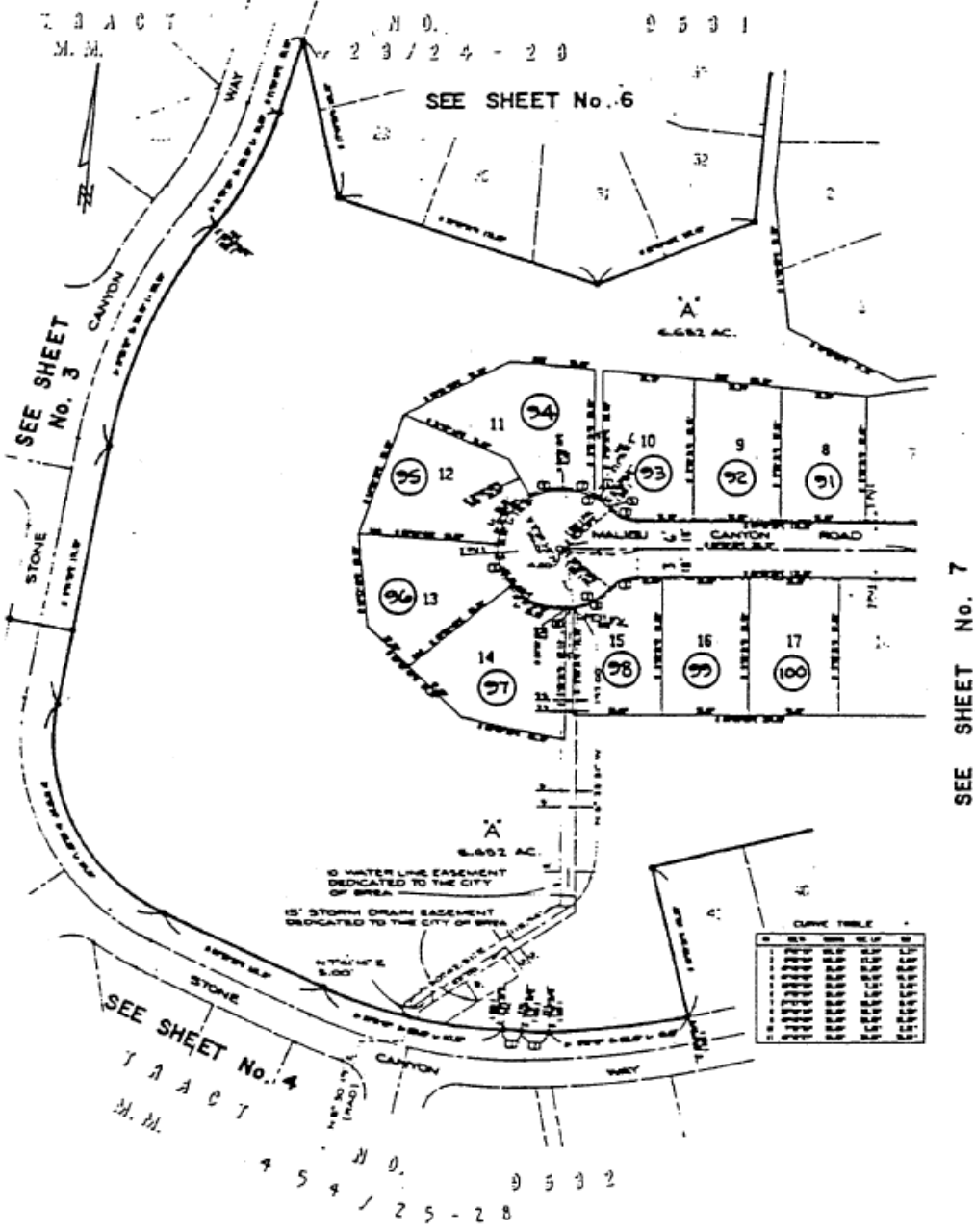
DUPLICATE
TRACT NO. 8820
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

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

STANLEY C. MORSE, L.S. 3640

AUGUST, 1977

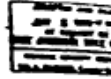
STANLEY C. MORSE
 CONSULTING CIVIL ENGINEER, INC.



135 PARCELS SHEET 8 OF 10

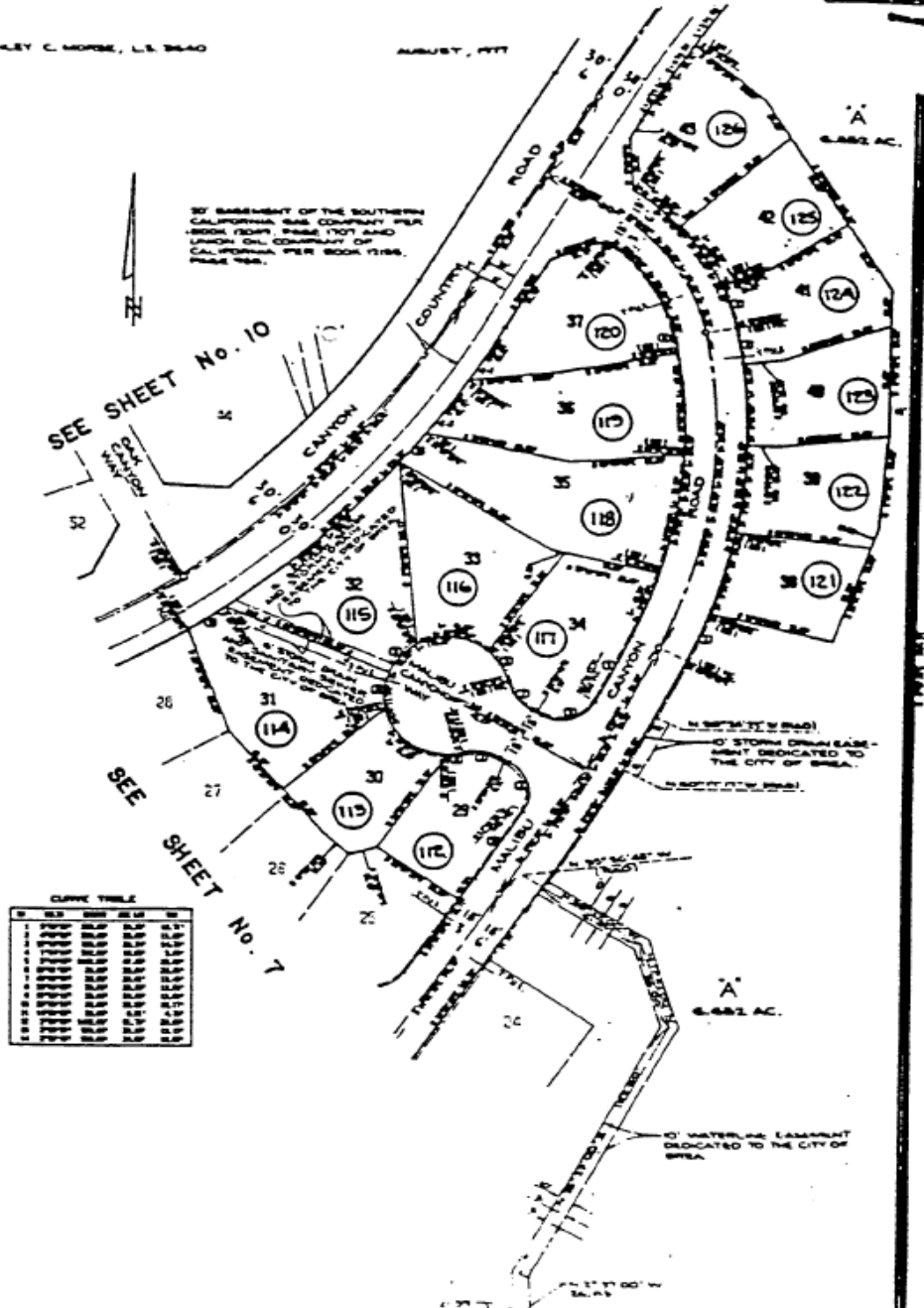
ASSESSMENT DIAGRAM
 LIGHTING & MAINTENANCE
 ASSESSMENT DISTRICT NO. 6
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

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



STANLEY C. MORSE, L.S. 2640

AUGUST, 1977



135 PARCELS

SHEET 9 OF 10

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

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

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

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

5375
 AUG 2 1988
 STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS, INC.
 BREA, CALIFORNIA

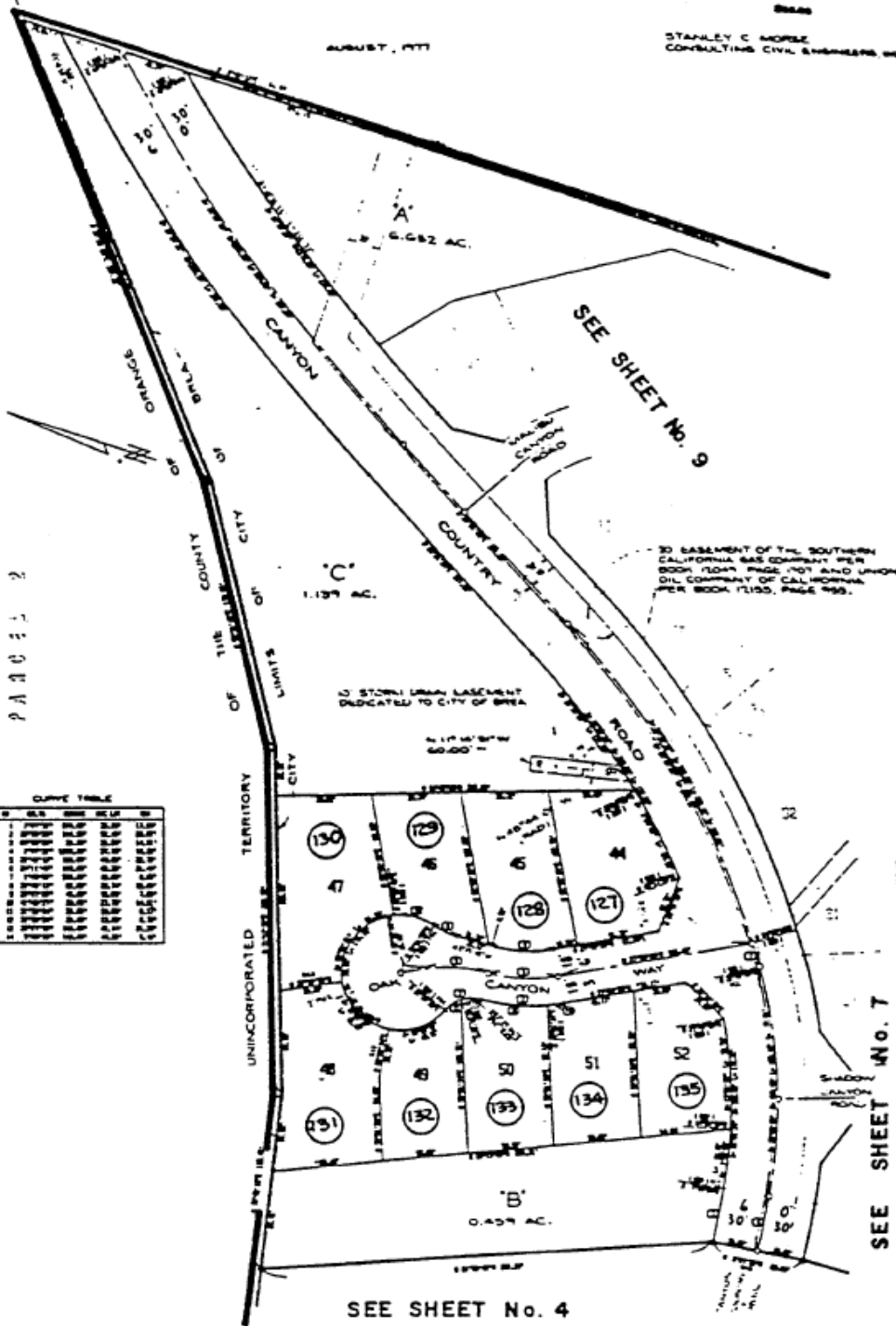
STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS, INC.

AUGUST, 1988

P. M. 08 / 18

PAGE 2

Parcel No.	Area (Ac.)	Notes
126		
127		
128		
129		
130		
131		
132		
133		
134		
135		



135 PARCELS

SHEET 10 OF 10

ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 6

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

RESOLUTION NO. 2026-

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA LEVYING AN ASSESSMENT ON CITY OF BREA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 7 FOR THE FISCAL YEAR 2026-2027

A. RECITALS:

(i) By Resolution, this Council approved a report of the Public Works Director related to City of Brea Landscape and Lighting Assessment District No. 7 prepared pursuant to Streets and Highways Code Section 22623, described the improvements thereon and gave notice of and fixed the time and place of the hearing on the question of the levy of an assessment thereon for fiscal year 2026-2027. A description of the area encompassed by said assessment district is attached hereto as "Exhibit A."

(ii) Said hearing was duly and properly noticed, commenced at the Council Chambers, Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California, on June 2, 2026, and was concluded prior to the adoption of this resolution.

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

B. RESOLUTION:

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.
2. The improvements specified in the report hereinabove referred to which is on file with the City Clerk of the City of Brea are hereby ordered to be completed.
3. The assessment diagram contained in the report referred to hereinabove and the assessment of \$365.08 for each lot located within said District are hereby adopted and confirmed and said assessment is levied for the 2026-2027 fiscal year.

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

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

APPROVED AND ADOPTED this 2nd day of June, 2026.

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June, 2026, by the following vote:

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

DATED: _____

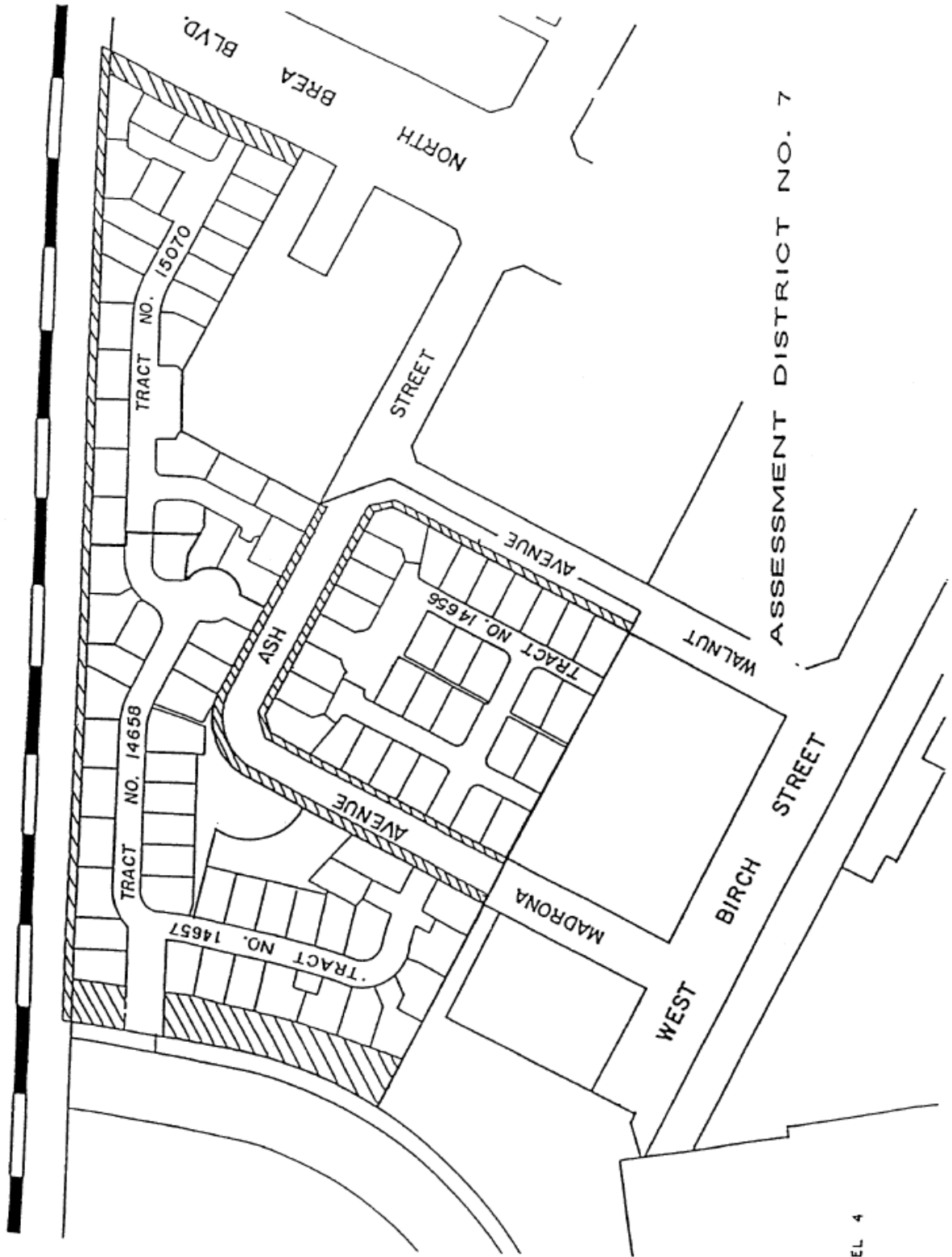
Victoria Popescu, City Clerk

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.



ASSESSMENT DISTRICT NO. 7

**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 2026-27

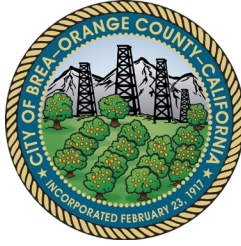
Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	5
Part E - Assessment District Boundary	6



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 1 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$17,400
4113	Overtime	\$150
4243	Engineering	\$0
4244	Legal	\$75
4412	Property Tax Collection	\$180
	Fixed Costs Totals	\$17,805
2. ROUTINE COSTS		
4211	Postage	\$105
4249	Professional Svs/Other	\$3,000
4261	Svc & Repair Equipment	\$410
4266	Contract Services/Grounds Maintenance	\$18,369
4282	Electric	\$1,500
4285	Water	\$21,500
4337	Electrical Supplies & Parts	\$250
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$1,524
	Routine Costs Totals	\$46,658
	Total Costs (Fixed & Routine)	\$64,463
	Est. Fund Balance as of 1-Jul-2026	\$9,721
	Projected Reserve Balance 30-Jun-2027	\$1,187
	FY 2026-27 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:

$$\$55,929 / 103 \text{ SFR's} = \$543.00 / \text{SFR}$$

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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.

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

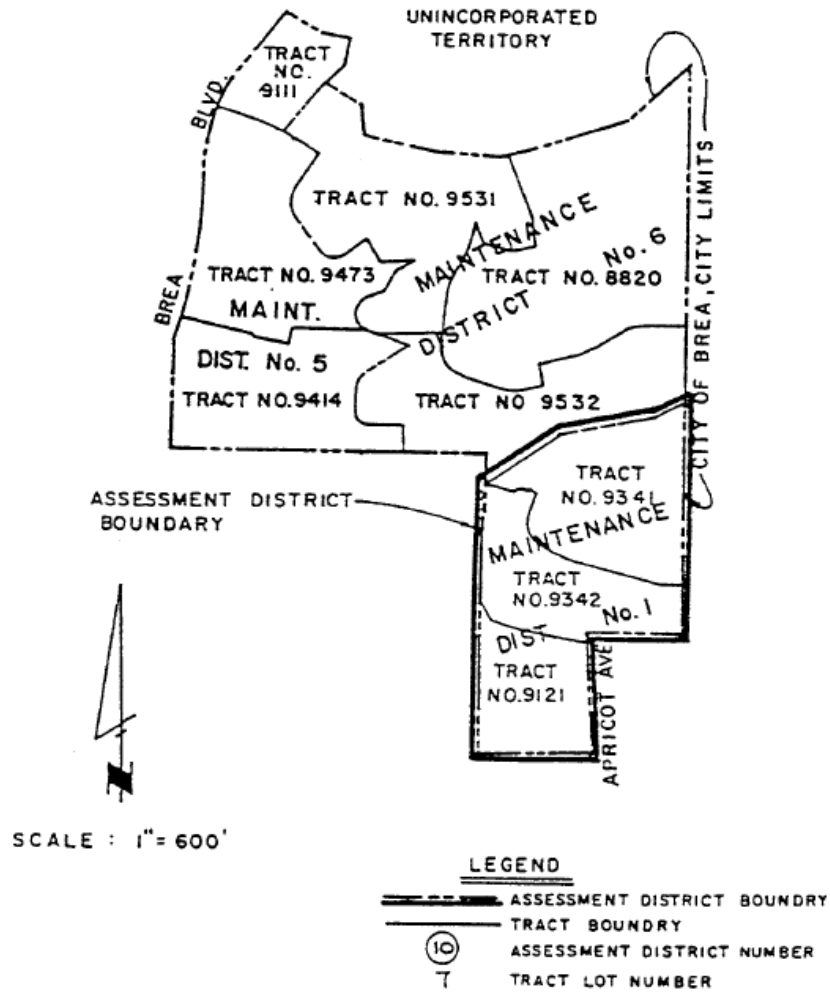
PART E ASSESSMENT DISTRICTS' BOUNDARIES

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 2026-27. 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

NO. 28

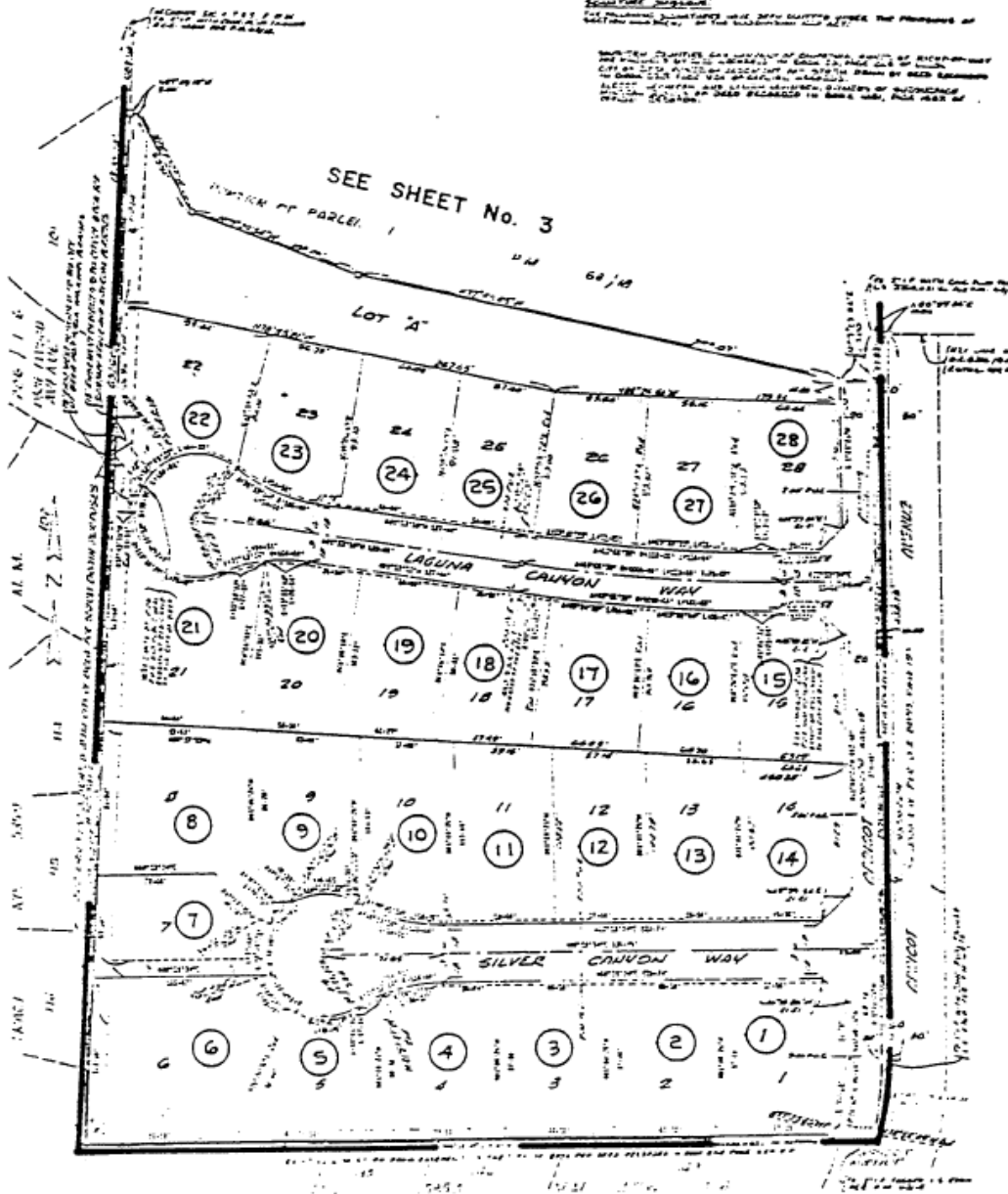
TRACT NO. 9121
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

31474
RECEIVED
COUNTY OF ORANGE
CLERK OF SUPERIOR COURT
JULY 22 1978
\$2.00

STANLEY C. MORSE, L.S. 3040

NOVEMBER, 1978

TOURS CORPORATION

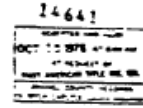


103 PARCELS

SHEET 2 OF 6

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

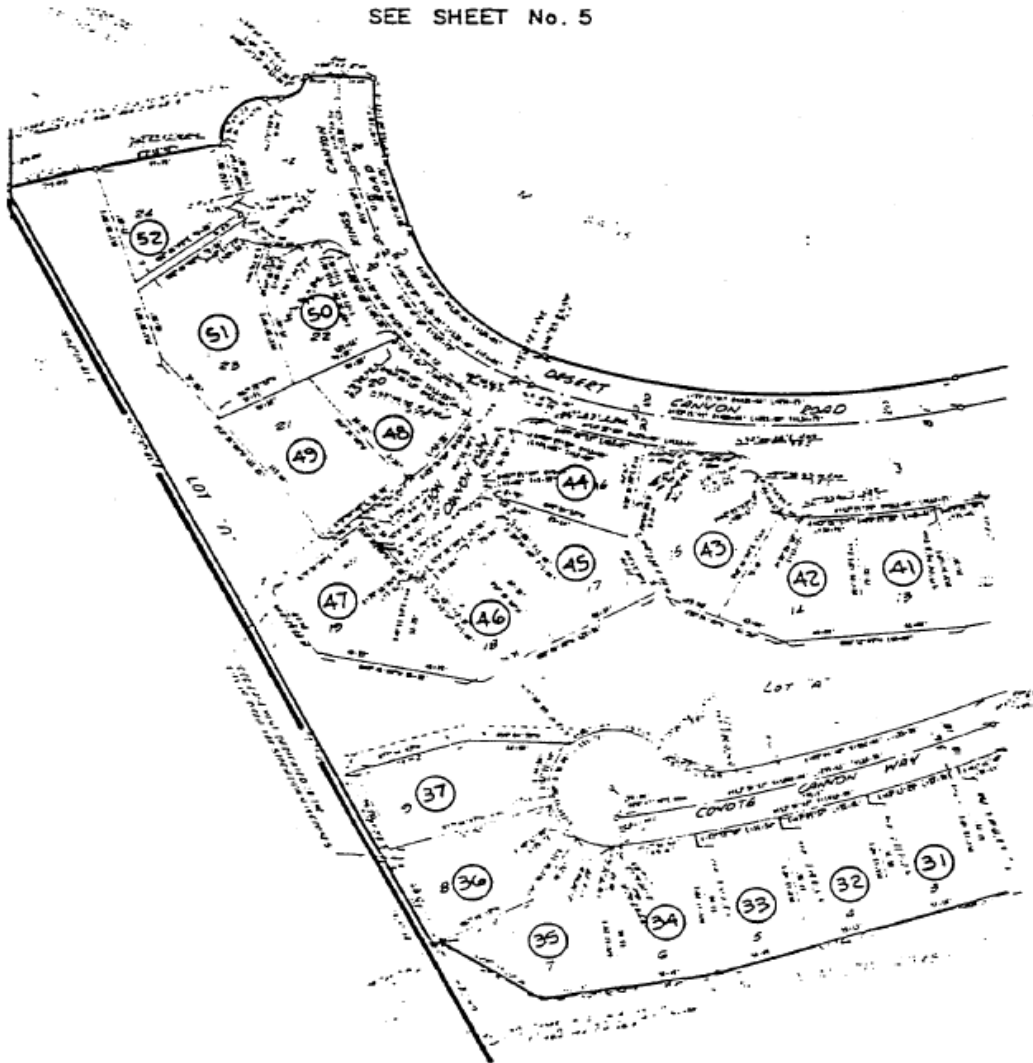
TRACT NO. 9342



NOVEMBER 1978

TRUPE CORPORATION

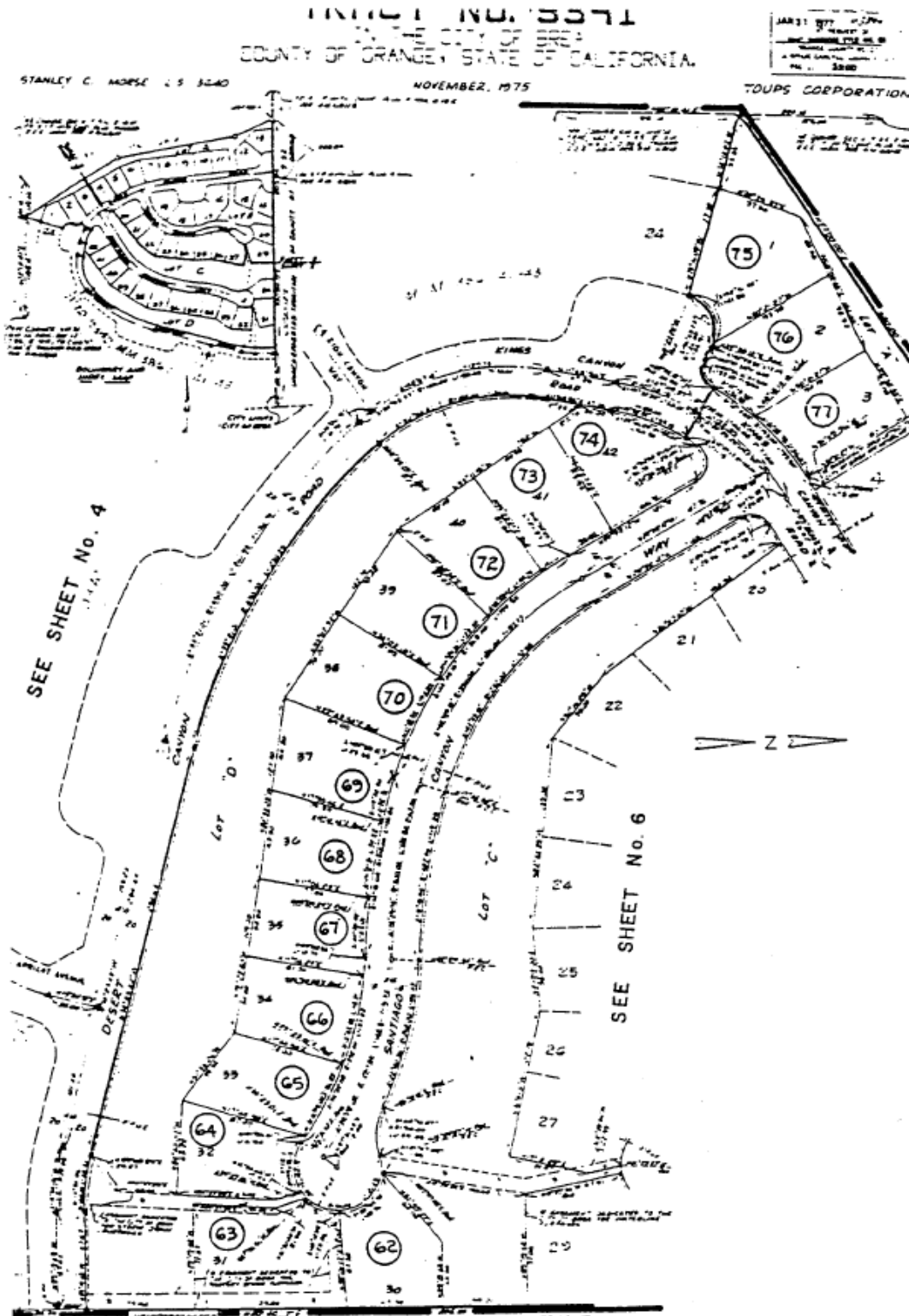
SEE SHEET No. 5



103 PARCELS

SHEET 4 OF 6

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



103 PARCELS

SHEET 5 OF 6

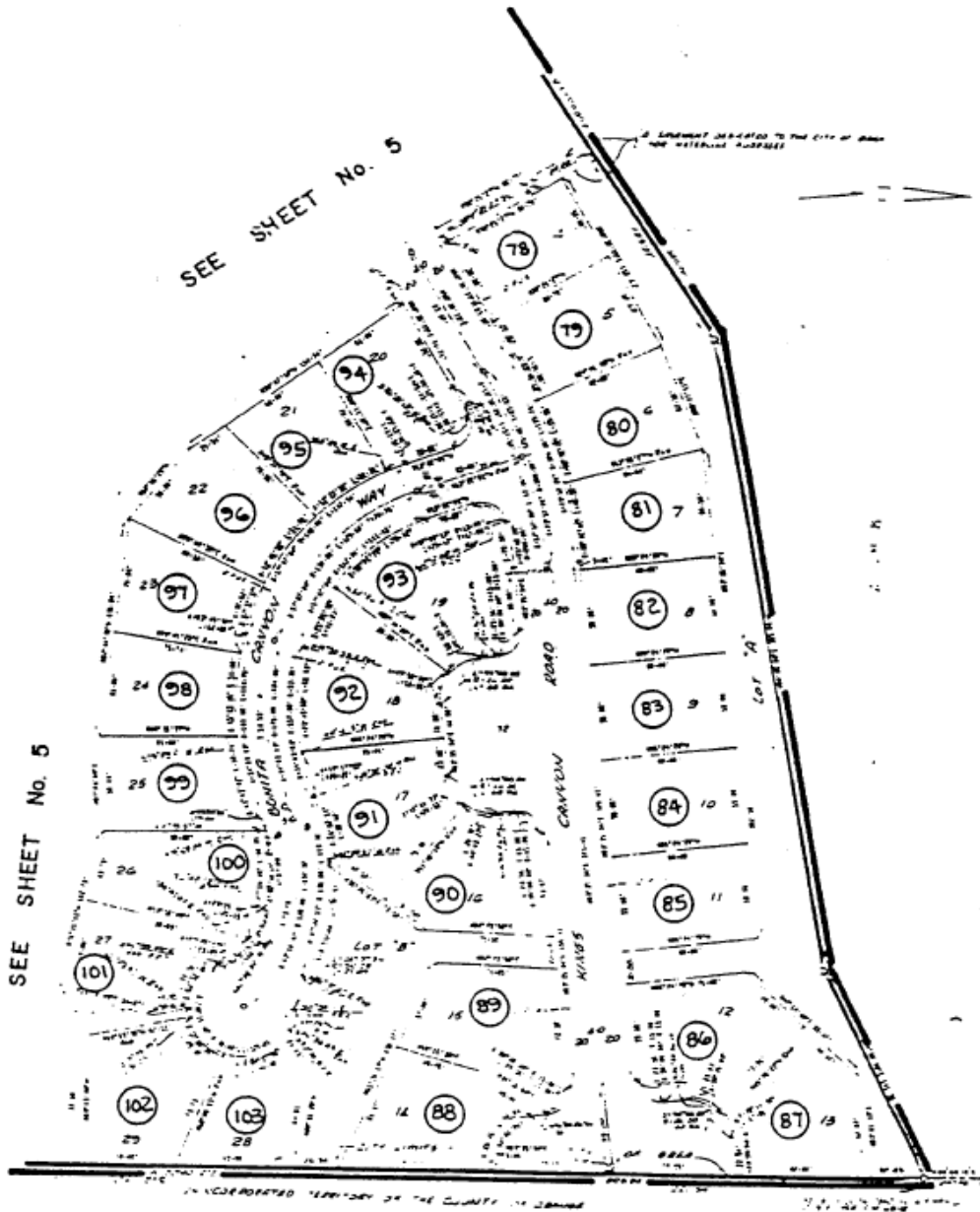
ASSESSMENT DIAGRAM
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 1
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

TRACT NO. 9341

42213
RECORDING DISTRICT
JAN 11 1977
BY COUNTY CLERK
OF ORANGE COUNTY, CALIF.

WIMLEY C. MORSE L.S. 4420

GROUPS CORPORATION



103 PARCELS

SHEET 6 OF 6

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

**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 2026-27

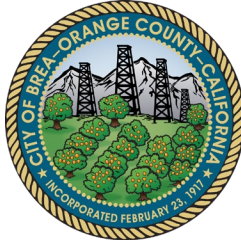
Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	5
Part E - Assessment District Boundary	7



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 2 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$5,610
4113	Overtime	\$100
4243	Engineering	\$0
4244	Legal	\$75
4412	Property Tax Collection	\$20
Fixed Costs Totals		\$5,805
2. ROUTINE COSTS		
4211	Postage	\$152
4261	Repairs to Equipment	\$1,428
4337	Electrical Supplies	\$1,020
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$500
Routine Costs Totals		\$3,100
Total Costs (Fixed & Routine)		\$8,905
Est. Fund Balance as of 1-Jul-2026		\$31,671
Projected Reserve Balance 30-Jun-2027		\$28,261
FY 2026-27 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:

$$\$5,495 / 297 \text{ SFR's} = \$18.50 / \text{SFR}$$

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for fiscal year 2026-27 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
144	30426213	33	9228	\$18.50	203	30423101	12	9227	\$18.50	262	30427204	74	8857	\$18.50
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.

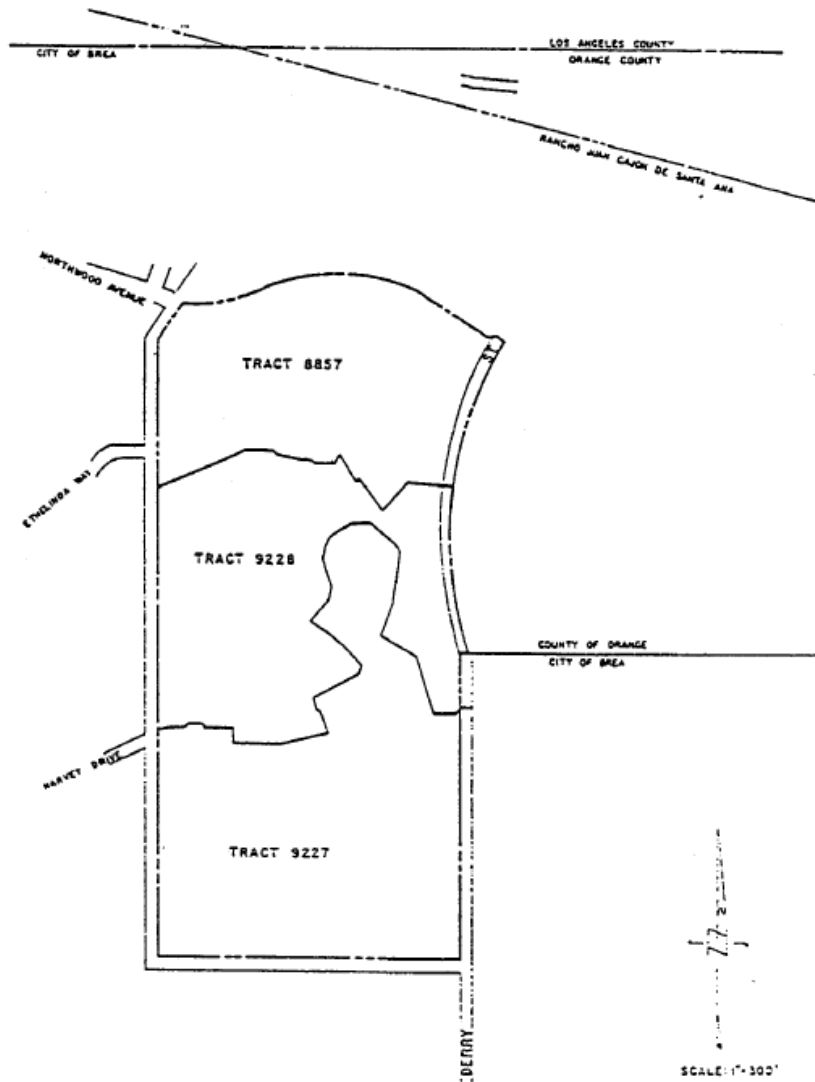
District No. 2 is generally located west of Berry Street, north of Central Avenue, and south of Northwood Avenue.

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."

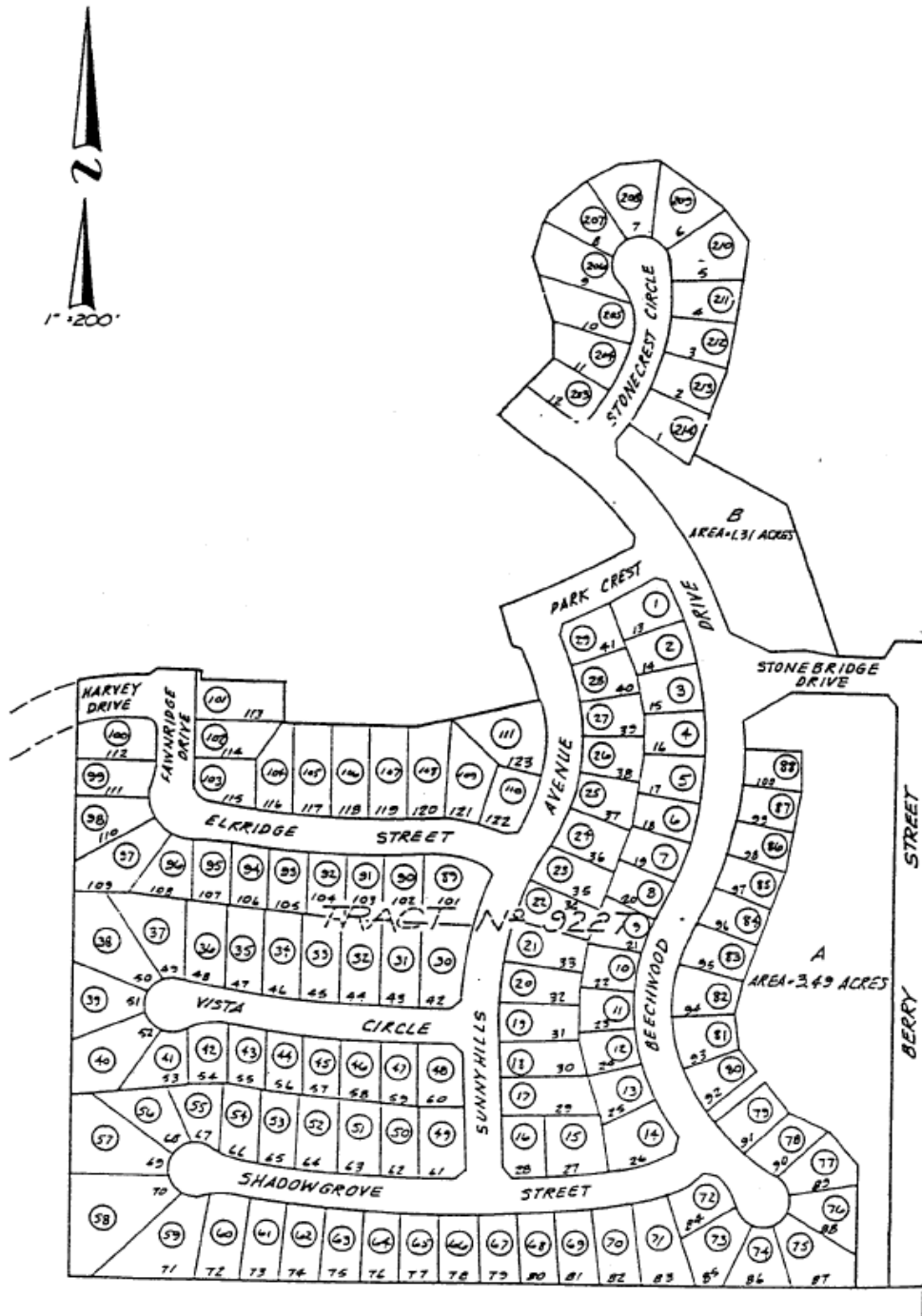
Also, the lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Orange for fiscal year 2026-27. The Assessor's maps and records are incorporated by reference herein and made part of this report.

LEGEND

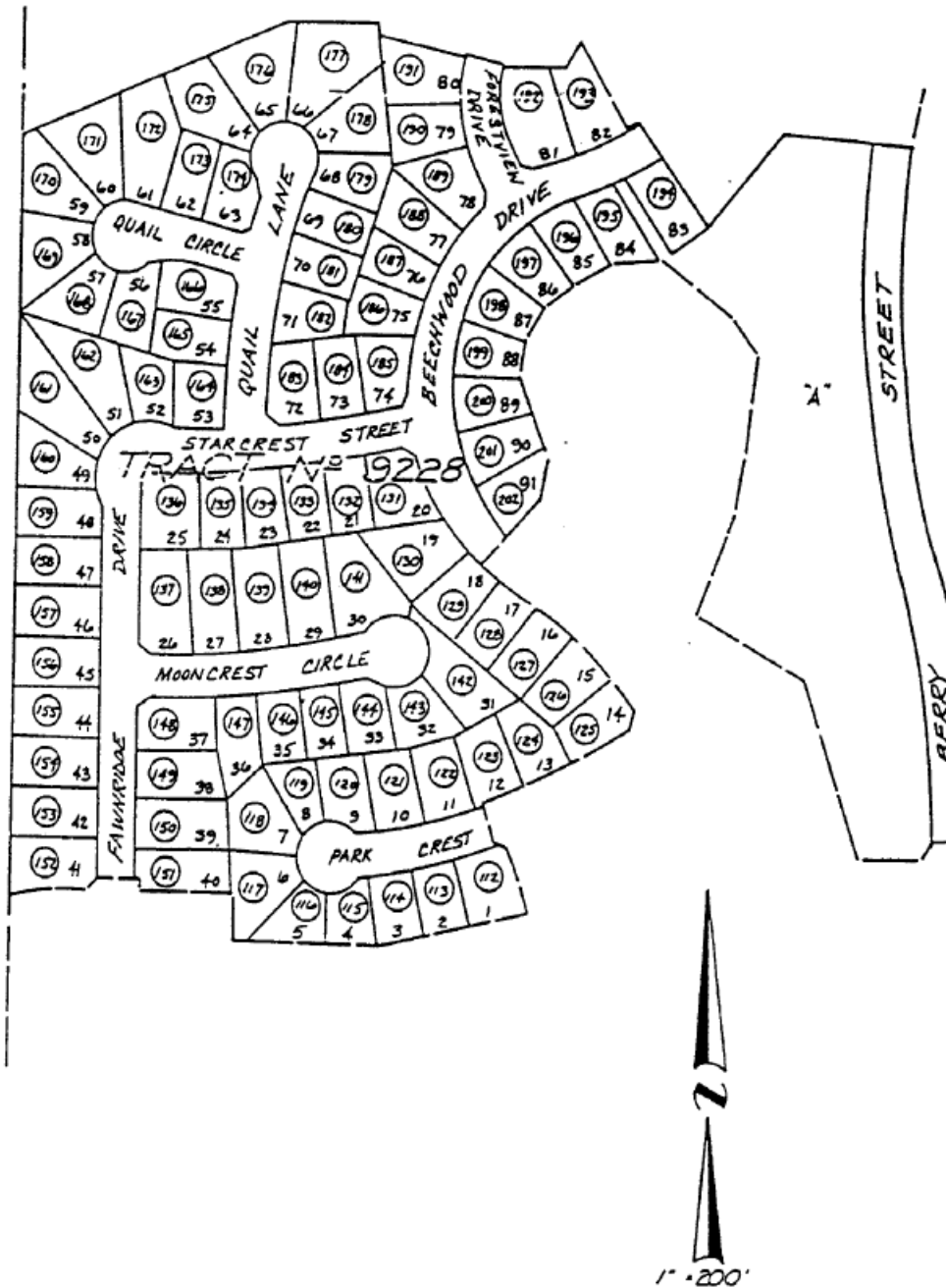
- STREET LIGHTING DISTRICT BOUNDARY
- COUNTY BOUNDARY
- RANCHO BOUNDARY



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



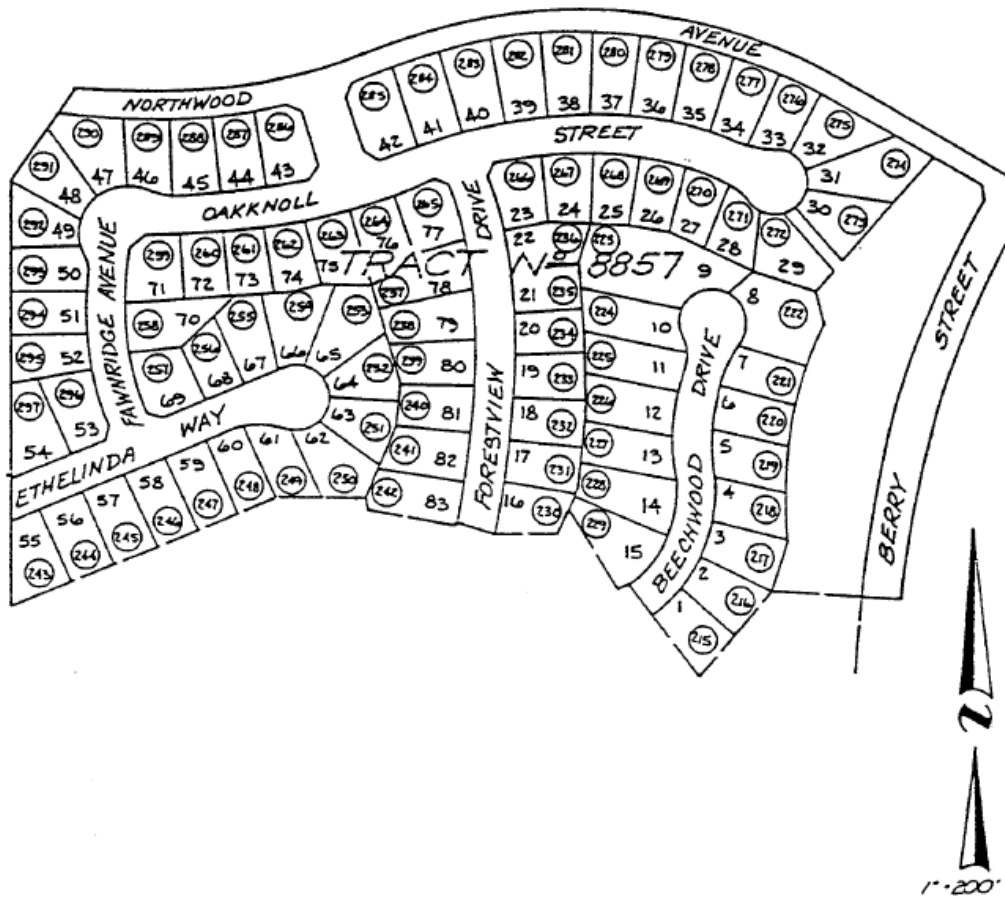
**ASSESSMENT DIAGRAM
TO
CITY OF BREa STREET LIGHTING ASSESSMENT
DISTRICT N^o 2**



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

DISTRICT N° 2

SHEET 3C



**ASSESSMENT DIAGRAM
TO
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT N^o 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 2026-27

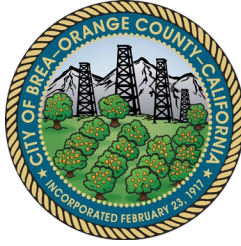
Submitted by:

Michael Ho
Director of Public Works

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	7
Part E - Assessment District Boundary	10



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 XIIIID 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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 3 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$14,520
4113	Overtime	\$200
4243	Engineering	\$0
4244	Legal	\$75
4412	Property Tax Collection	\$100
Fixed Costs Totals		\$14,895
2. ROUTINE COSTS		
4211	Postage	\$190
4249	Professional Svc-Other	\$45,000
4261	Svc/Repairs to Equipment	\$1,530
4266	Contract Services/Grounds Maintenance	\$32,656
4282	Electricity	\$2,500
4285	Water	\$40,000
4337	Electrical Supplies & Parts	\$1,000
4339	Construction & Maintenance/Other	\$1,852
4379	Nursery Supplies	\$255
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$1,254
Routine Costs Totals		\$126,237
Total Costs (Fixed & Routine)		\$141,132
Est. Fund Balance as of 1-Jul-2026		\$61,779
Projected Reserve Balance 30-Jun-2027		\$41,074
FY 2026-27 Annual Assessments		\$120,427

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 XIID 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. XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIID 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:

$$\$120,427.16 / 188 \text{ SFR's} = \$640.57 / \text{SFR}$$

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, Long Beach and Anaheim 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 2026-27 is 3.2%.

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
FY 2024-25	3.5%	\$600.88/SFR
FY 2025-26	3.3%	\$620.71/SFR
FY 2026-27	3.2%	\$640.57/SFR

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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	\$640.57	39	32024107	39	8242	\$640.57
2	32026209	2	8242	\$640.57	40	32024108	40	8242	\$640.57
3	32026210	3	8242	\$640.57	41	32024109	41	8242	\$640.57
4	32026211	4	8242	\$640.57	42	32024110	42	8242	\$640.57
5	32026212	5	8242	\$640.57	43	32024111	43	8242	\$640.57
6	32026213	6	8242	\$640.57	44	32024112	44	8242	\$640.57
7	32026214	7	8242	\$640.57	45	32024113	45	8242	\$640.57
8	32026215	8	8242	\$640.57	46	32024114	46	8242	\$640.57
9	32025401	9	8242	\$640.57	47	32024125	47	8242	\$640.57
10	32025402	10	8242	\$640.57	48	32024126	48	8242	\$640.57
11	32025403	11	8242	\$640.57	49	32024127	49	8242	\$640.57
12	32025404	12	8242	\$640.57	50	32024128	50	8242	\$640.57
13	32025405	13	8242	\$640.57	51	32024123	51	8242	\$640.57
14	32025406	14	8242	\$640.57	52	32024124	52	8242	\$640.57
15	32025311	15	8242	\$640.57	53	32024210	53	8242	\$640.57
16	32025309	16	8242	\$640.57	54	32024209	54	8242	\$640.57
17	32025308	17	8242	\$640.57	55	32024208	55	8242	\$640.57
18	32025307	18	8242	\$640.57	56	32024207	56	8242	\$640.57
19	32025306	19	8242	\$640.57	57	32024206	57	8242	\$640.57
20	32025305	20	8242	\$640.57	58	32024205	58	8242	\$640.57
21	32025304	21	8242	\$640.57	59	32024204	59	8242	\$640.57
22	32025303	22	8242	\$640.57	60	32024203	60	8242	\$640.57
23	32025302	23	8242	\$640.57	61	32024202	61	8242	\$640.57
24	32025301	24	8242	\$640.57	62	32024201	62	8242	\$640.57
25	32025207	25	8242	\$640.57	63	32024226	63	8242	\$640.57
26	32025208	26	8242	\$640.57	64	32024225	64	8242	\$640.57
27	32025209	27	8242	\$640.57	65	32024224	65	8242	\$640.57
28	32025210	28	8242	\$640.57	66	32024223	66	8242	\$640.57
29	32025201	29	8242	\$640.57	67	32024222	67	8242	\$640.57
30	32025202	30	8242	\$640.57	68	32024221	68	8242	\$640.57
31	32025203	31	8242	\$640.57	69	32024220	69	8242	\$640.57
32	32025204	32	8242	\$640.57	70	32024219	70	8242	\$640.57
33	32024101	33	8242	\$640.57	71	32024218	71	8242	\$640.57
34	32024102	34	8242	\$640.57	72	32024217	72	8242	\$640.57
35	32024103	35	8242	\$640.57	73	32024216	73	8242	\$640.57
36	32024104	36	8242	\$640.57	74	32024215	74	8242	\$640.57
37	32024105	37	8242	\$640.57	75	32024214	75	8242	\$640.57
38	32024106	38	8242	\$640.57	76	32024213	76	8242	\$640.57

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
77	32024212	77	8242	\$640.57	126	32026244	126	8242	\$640.57
78	32024211	78	8242	\$640.57	127	32026245	127	8242	\$640.57
79	32025138	79	8242	\$640.57	128	32026246	128	8242	\$640.57
80	32025137	80	8242	\$640.57	130	32026248	130	8242	\$640.57
81	32025136	81	8242	\$640.57	131	32026249	131	8242	\$640.57
82	32025135	82	8242	\$640.57	132	32024305	132	8242	\$640.57
83	32025134	83	8242	\$640.57	133	32024306	133	8242	\$640.57
84	32025133	84	8242	\$640.57	134	32024307	134	8242	\$640.57
85	32025132	85	8242	\$640.57	135	32024308	135	8242	\$640.57
86	32025131	86	8242	\$640.57	136	32024309	136	8242	\$640.57
87	32025130	87	8242	\$640.57	137	32024310	137	8242	\$640.57
88	32025129	88	8242	\$640.57	138	32024401	138	8242	\$640.57
89	32025128	89	8242	\$640.57	139	32024402	139	8242	\$640.57
90	32025127	90	8242	\$640.57	140	32024403	140	8242	\$640.57
91	32025126	91	8242	\$640.57	141	32024404	141	8242	\$640.57
92	32025125	92	8242	\$640.57	142	32024405	142	8242	\$640.57
93	32025124	93	8242	\$640.57	143	32024406	143	8242	\$640.57
94	32025123	94	8242	\$640.57	144	32024407	144	8242	\$640.57
95	32025122	95	8242	\$640.57	145	32026234	145	8242	\$640.57
96	32025121	96	8242	\$640.57	146	32026235	146	8242	\$640.57
97	32025120	97	8242	\$640.57	147	32026236	147	8242	\$640.57
98	32025119	98	8242	\$640.57	148	32026237	148	8242	\$640.57
99	32025118	99	8242	\$640.57	149	32026238	149	8242	\$640.57
100	32025117	100	8242	\$640.57	150	32026239	150	8242	\$640.57
101	32025116	101	8242	\$640.57	151	32026240	151	8242	\$640.57
102	32025115	102	8242	\$640.57	152	32026241	152	8242	\$640.57
103	32024301	103	8242	\$640.57	153	32026217	153	8242	\$640.57
104	32024302	104	8242	\$640.57	154	32026218	154	8242	\$640.57
105	32024302	105	8242	\$640.57	155	32026319	155	8242	\$640.57
106	32024304	106	8242	\$640.57	156	32026220	156	8242	\$640.57
107	32026250	107	8242	\$640.57	157	32026221	157	8242	\$640.57
108	32026251	108	8242	\$640.57	158	32026227	158	8242	\$640.57
109	32026252	109	8242	\$640.57	159	32026228	159	8242	\$640.57
110	32026253	110	8242	\$640.57	160	32026229	160	8242	\$640.57
111	32025114	111	8242	\$640.57	161	32026230	161	8242	\$640.57
112	32025113	112	8242	\$640.57	162	32026231	162	8242	\$640.57
113	32025112	113	8242	\$640.57	163	32026232	163	8242	\$640.57
114	32025111	114	8242	\$640.57	164	32026233	164	8242	\$640.57
115	32025109	115	8242	\$640.57	165	32026222	165	8242	\$640.57
116	32025108	116	8242	\$640.57	166	32026223	166	8242	\$640.57
117	32025107	117	8242	\$640.57	167	32026224	167	8242	\$640.57
118	32025106	118	8242	\$640.57	168	32026225	168	8242	\$640.57
119	32025105	119	8242	\$640.57	169	32026226	169	8242	\$640.57
120	32025104	120	8242	\$640.57	170	32026206	170	8242	\$640.57
121	32025103	121	8242	\$640.57	171	32026205	171	8242	\$640.57
122	32025102	122	8242	\$640.57	172	32026204	172	8242	\$640.57
123	32025101	123	8242	\$640.57	173	32026203	173	8242	\$640.57
124	32026242	124	8242	\$640.57	174	32026202	174	8242	\$640.57
125	32026243	125	8242	\$640.57	175	32026201	175	8242	\$640.57

AD #	APN	Lot	Tract	Asmt
176	32026101	176	8242	\$640.57
177	32026102	177	8242	\$640.57
178	32026103	178	8242	\$640.57
179	32026104	179	8242	\$640.57
180	32026105	180	8242	\$640.57
181	32026106	181	8242	\$640.57
182	32026107	182	8242	\$640.57
183	32026108	183	8242	\$640.57
184	32026109	184	8242	\$640.57
185	32026110	185	8242	\$640.57
186	32026111	186	8242	\$640.57
187	32026112	187	8242	\$640.57
188	32026113	188	8242	\$640.57

PART E

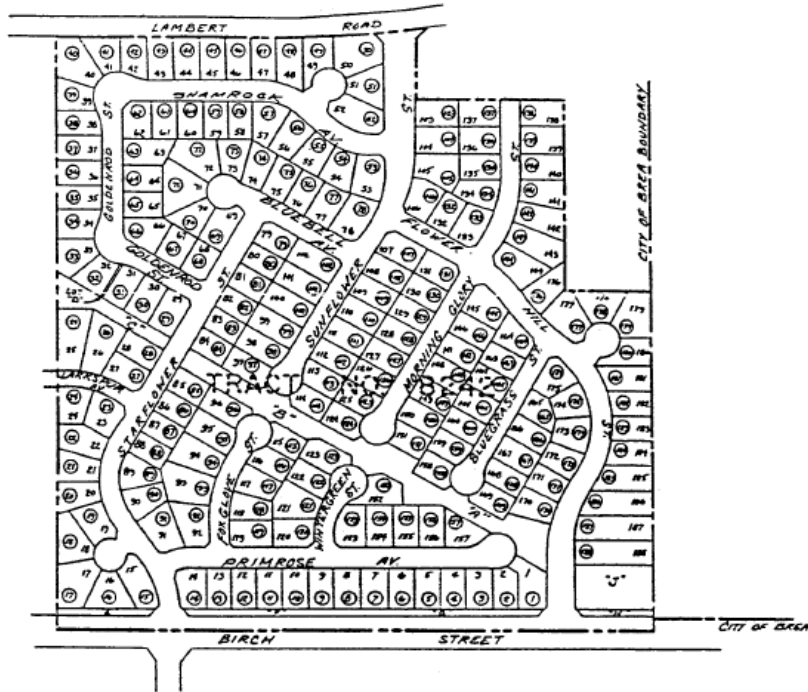
ASSESSMENT DISTRICTS' BOUNDARIES

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 2026-27. 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



SCALE 1" = 240'

**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 2026-27

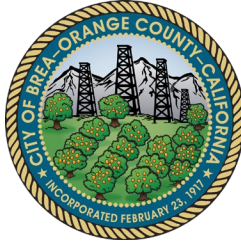
Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	5
Part E - Assessment District Boundary	7



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT #4 – ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$1,758
4113	Overtime	\$100
4243	Engineering	\$0
4244	Legal	\$612
4412	Property Tax Collection	\$0
Fixed Costs Totals		\$2,470
2. ROUTINE COSTS		
4211	Postage	\$110
4261	Repairs to Equipment	\$1,020
4337	Electrical Supplies	\$1,836
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$150
Routine Costs Totals		\$3,116
Total Costs (Fixed & Routine)		\$5,586
Est. Fund Balance as of 1-Jul-2026		\$16,575
Projected Reserve Balance 30-Jun-2027		\$13,749
FY 2026-27 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:

$$\$2,760 / 230 \text{ SFR's} = \$12.00 / \text{SFR}$$

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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	AD #	APN	Lot	Tract	Asmt
121	32029225	20	10326	\$12.00	179	32031369	3	9298	\$12.00
122	32029226	21	10326	\$12.00	180	32031368	4	9298	\$12.00
123	32029227	22	10326	\$12.00	181	32031367	5	9298	\$12.00
124	32029228	23	10326	\$12.00	182	32031366	6	9298	\$12.00
125	32029229	24	10326	\$12.00	183	32031365	7	9298	\$12.00
126	32029230	25	10326	\$12.00	184	32031364	8	9298	\$12.00
127	32029153	16	11827	\$12.00	185	32031363	9	9298	\$12.00
128	32029154	15	11827	\$12.00	186	32031362	10	9298	\$12.00
129	32029155	14	11827	\$12.00	187	32031361	11	9298	\$12.00
130	32029156	17	11827	\$12.00	188	32031360	12	9298	\$12.00
131	32029122	30	10326	\$12.00	189	32031359	13	9298	\$12.00
132	32029123	31	10326	\$12.00	190	32031358	14	9298	\$12.00
133	32029124	32	10326	\$12.00	191	32031357	15	9298	\$12.00
134	32029125	33	10326	\$12.00	192	32031356	16	9298	\$12.00
135	32029126	34	10326	\$12.00	193	32031355	17	9298	\$12.00
136	32031320	1	10327	\$12.00	194	32031354	18	9298	\$12.00
137	32031319	2	10327	\$12.00	195	32031353	19	9298	\$12.00
138	32031101	3	10327	\$12.00	196	32031352	20	9298	\$12.00
139	32031102	4	10327	\$12.00	197	32031351	21	9298	\$12.00
140	32031103	5	10327	\$12.00	198	32031350	22	9298	\$12.00
141	32031104	6	10327	\$12.00	199	32031349	23	9298	\$12.00
142	32029402	7	10327	\$12.00	200	32031348	24	9298	\$12.00
143	32029401	8	10327	\$12.00	201	32031347	25	9298	\$12.00
144	32029263	9	10327	\$12.00	202	32031346	26	9298	\$12.00
145	32029262	10	10327	\$12.00	203	32031345	27	9298	\$12.00
146	32029259	11	10327	\$12.00	204	32031344	28	9298	\$12.00
147	32029260	12	10327	\$12.00	205	32031343	29	9298	\$12.00
148	32029261	13	10327	\$12.00	206	32031342	30	9298	\$12.00
149	32029404	14	10327	\$12.00	207	32031341	31	9298	\$12.00
150	32029403	15	10327	\$12.00	208	32031340	32	9298	\$12.00
151	32031105	16	10327	\$12.00	209	32031339	33	9298	\$12.00
152	32031106	17	10327	\$12.00	210	32031338	34	9298	\$12.00
153	32031107	18	10327	\$12.00	211	32031337	35	9298	\$12.00
154	32029127	19	10327	\$12.00	212	32031336	36	9298	\$12.00
155	32029128	20	10327	\$12.00	213	32031335	37	9298	\$12.00
156	32029129	21	10327	\$12.00	214	32031334	38	9298	\$12.00
157	32029130	22	10327	\$12.00	215	32031333	39	9298	\$12.00
158	32029131	23	10327	\$12.00	216	32031332	40	9298	\$12.00
159	32031301	24	10327	\$12.00	217	32031331	41	9298	\$12.00
160	32031302	25	10327	\$12.00	218	32031401	42	9298	\$12.00
161	32031303	26	10327	\$12.00	219	32031402	43	9298	\$12.00
162	32031304	27	10327	\$12.00	220	32031403	44	9298	\$12.00
163	32031305	28	10327	\$12.00	221	32031404	45	9298	\$12.00
164	32031306	29	10327	\$12.00	222	32031405	46	9298	\$12.00
165	32031307	30	10327	\$12.00	223	32031406	47	9298	\$12.00
166	32031308	31	10327	\$12.00	224	32031407	48	9298	\$12.00
167	32031309	32	10327	\$12.00	225	32031408	49	9298	\$12.00
168	32031390	33	10327	\$12.00	226	32031409	50	9298	\$12.00
169	32031389	34	10327	\$12.00	227	32031410	51	9298	\$12.00
170	32031312	35	10327	\$12.00	228	32031411	52	9298	\$12.00
171	32031313	36	10327	\$12.00	229	32031412	53	9298	\$12.00
172	32031314	37	10327	\$12.00	230	32031413	54	9298	\$12.00
173	32031315	38	10327	\$12.00					
174	32031316	39	10327	\$12.00					
175	32031318	40	10327	\$12.00					
176	32031317	41	10327	\$12.00					
177	32031371	1	9298	\$12.00					
178	32031370	2	9298	\$12.00					

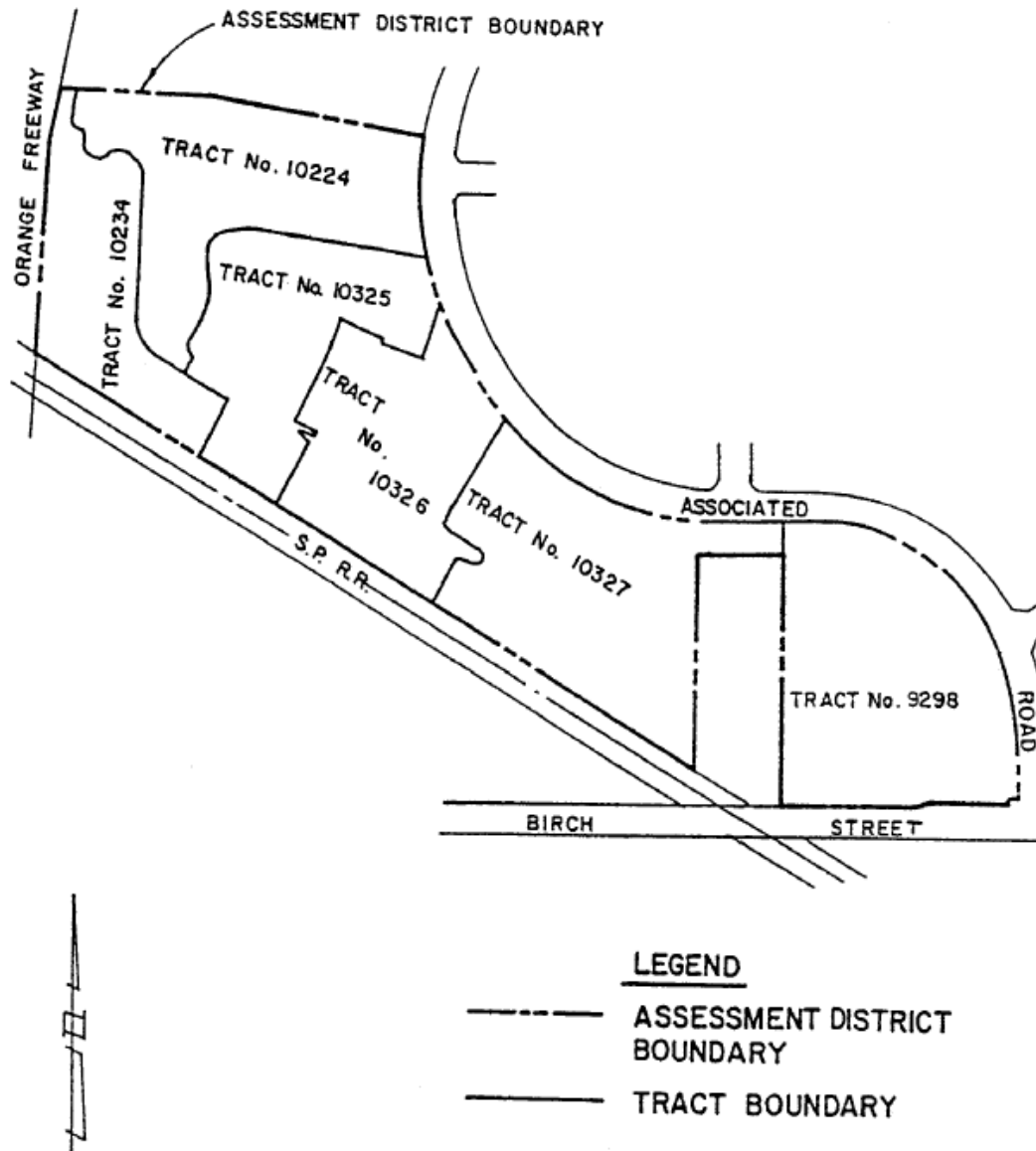
PART E ASSESSMENT DISTRICTS' BOUNDARIES

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.

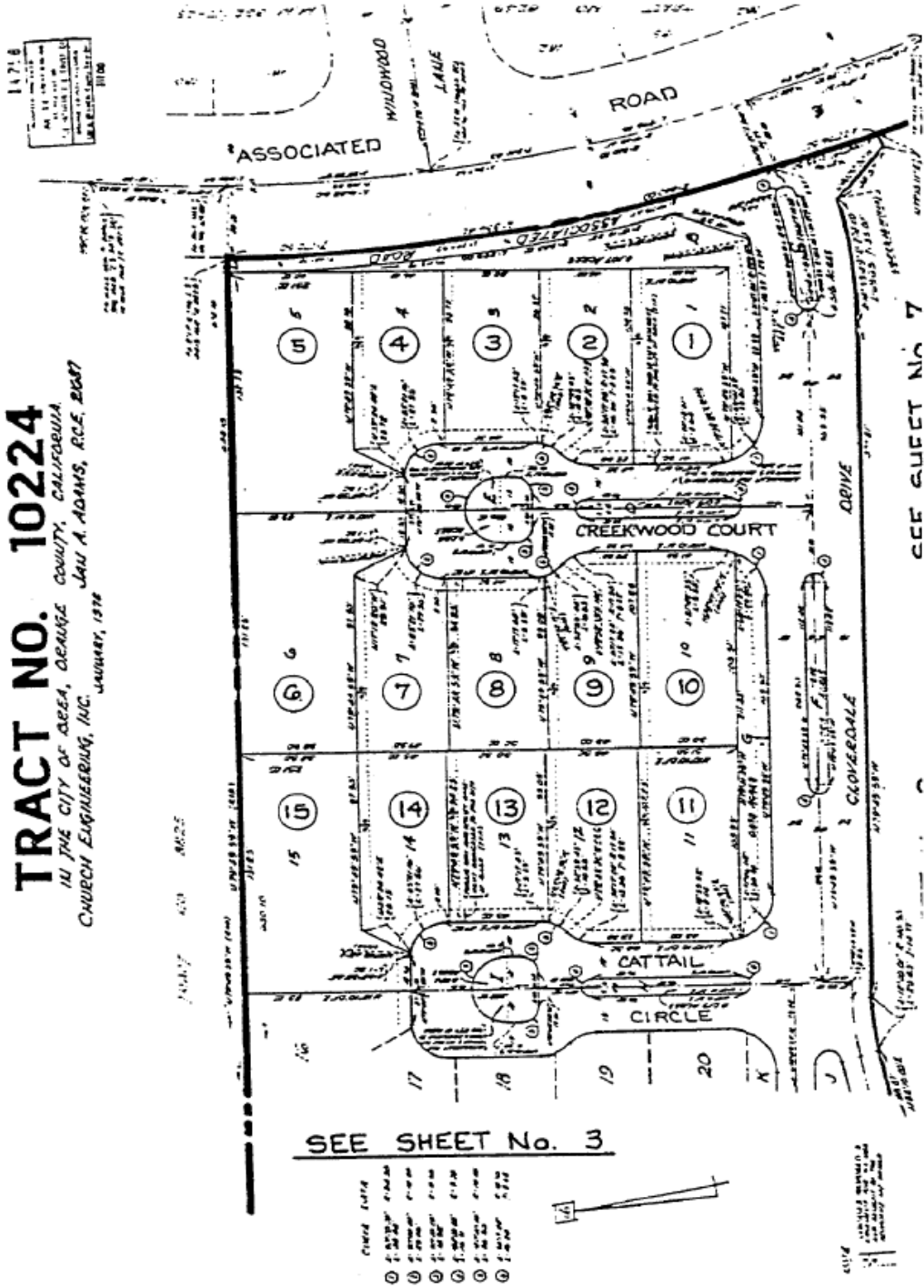
The boundaries of the District are described as the North line of Tract 10224, the Easterly line of Tracts 10224 and Tract 10324, the Northerly line of Tracts 10326, Tract 10327 and Tract 9298, the Easterly line of Tract 9298 together with the South line of Tract 9298 and the Southerly line of Tract 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 2026-27. 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

TRACT NO. 10224
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC. JANUARY, 1978
 JAU A. ADAMS, R.C.E. 2087

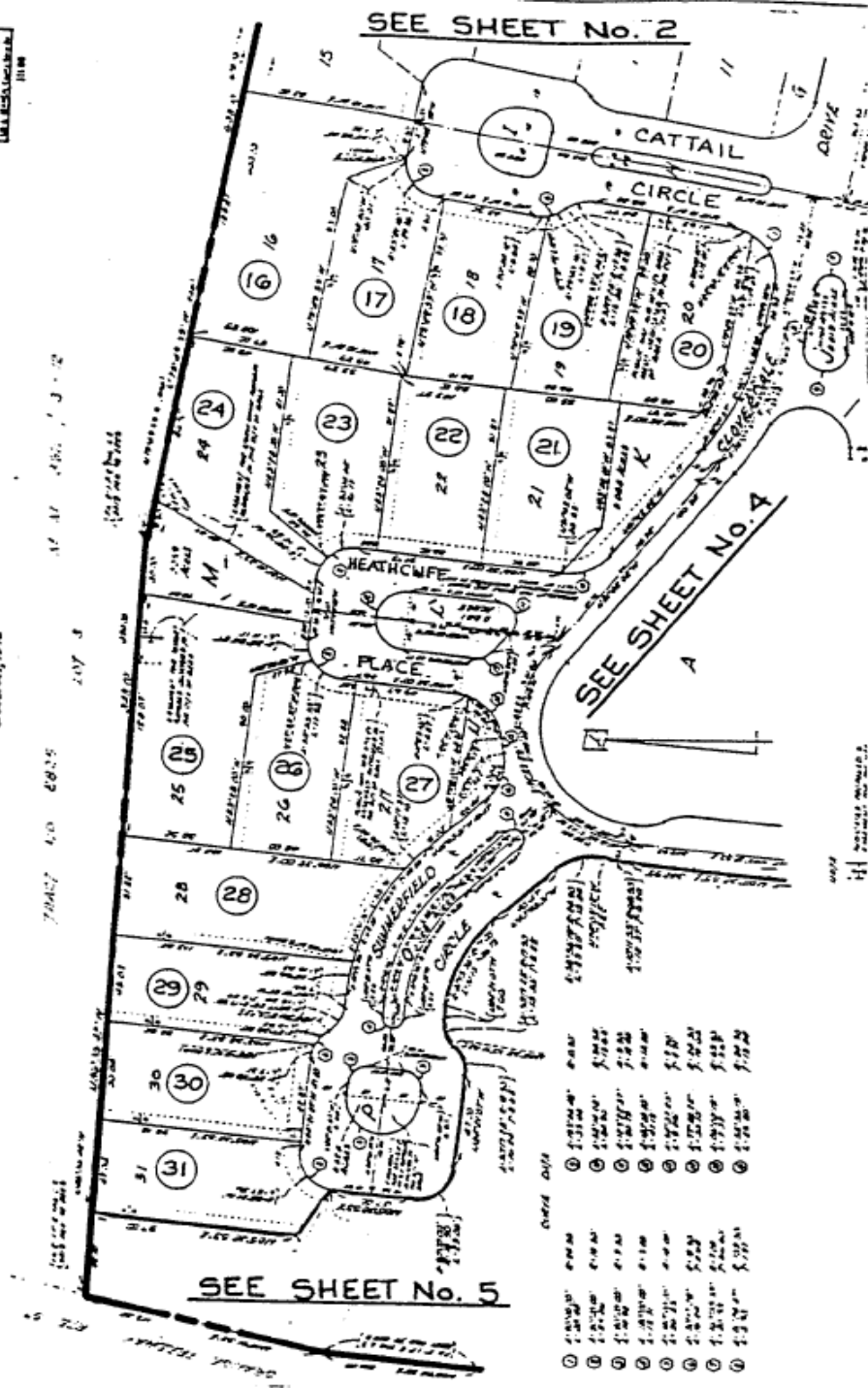


ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT No. 4
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 2 OF 1'

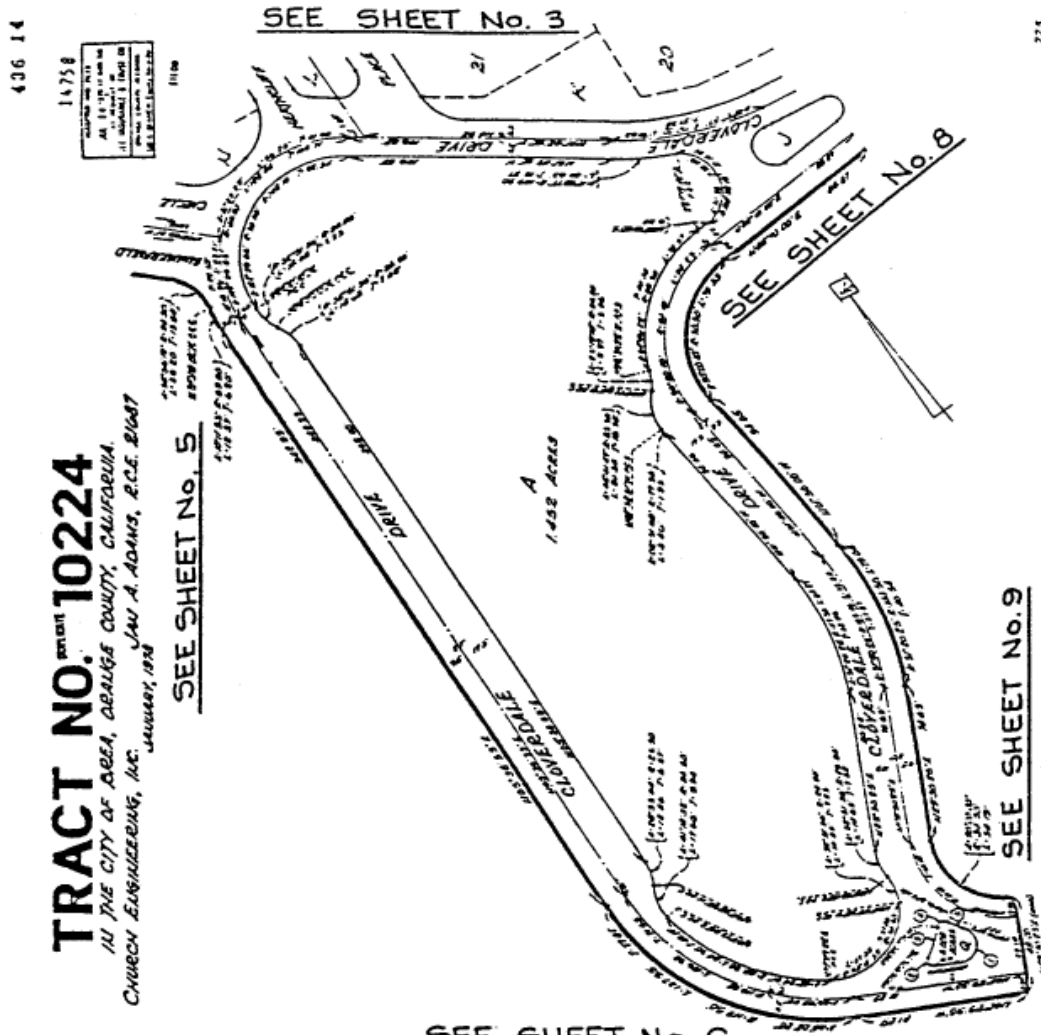
136 16

14758
 ALL RIGHTS RESERVED
 ALL RIGHTS RESERVED
 ALL RIGHTS RESERVED
 ALL RIGHTS RESERVED

TRACT NO. 10224
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC.
 JANUARY, 1982
 JAU A. ADAMS, P.C.E. 26387



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



TRACT NO. 10224
 PREPARED BY
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC. JANUARY, 1978
 BY JAV. A. ADAMS, P.C.E. 21087

436.14

19758
 ALL IN THE NAME OF THE CITY OF BREA
 BY JAV. A. ADAMS, P.C.E.
 CHURCH ENGINEERING, INC.

773

SEE SHEET No. 6

- LEGEND**
- 1 - STREET LIGHTING - AS SHOWN ON THE PLAN
- 2 - SIDEWALK LIGHTING - AS SHOWN ON THE PLAN
- 3 - AREA LIGHTING - AS SHOWN ON THE PLAN
- 4 - LANDSCAPE LIGHTING - AS SHOWN ON THE PLAN
- 5 - LIGHT FIXTURE - AS SHOWN ON THE PLAN
- 6 - LIGHT FIXTURE - AS SHOWN ON THE PLAN
- 7 - LIGHT FIXTURE - AS SHOWN ON THE PLAN
- 8 - LIGHT FIXTURE - AS SHOWN ON THE PLAN
- 9 - LIGHT FIXTURE - AS SHOWN ON THE PLAN
- 10 - LIGHT FIXTURE - AS SHOWN ON THE PLAN

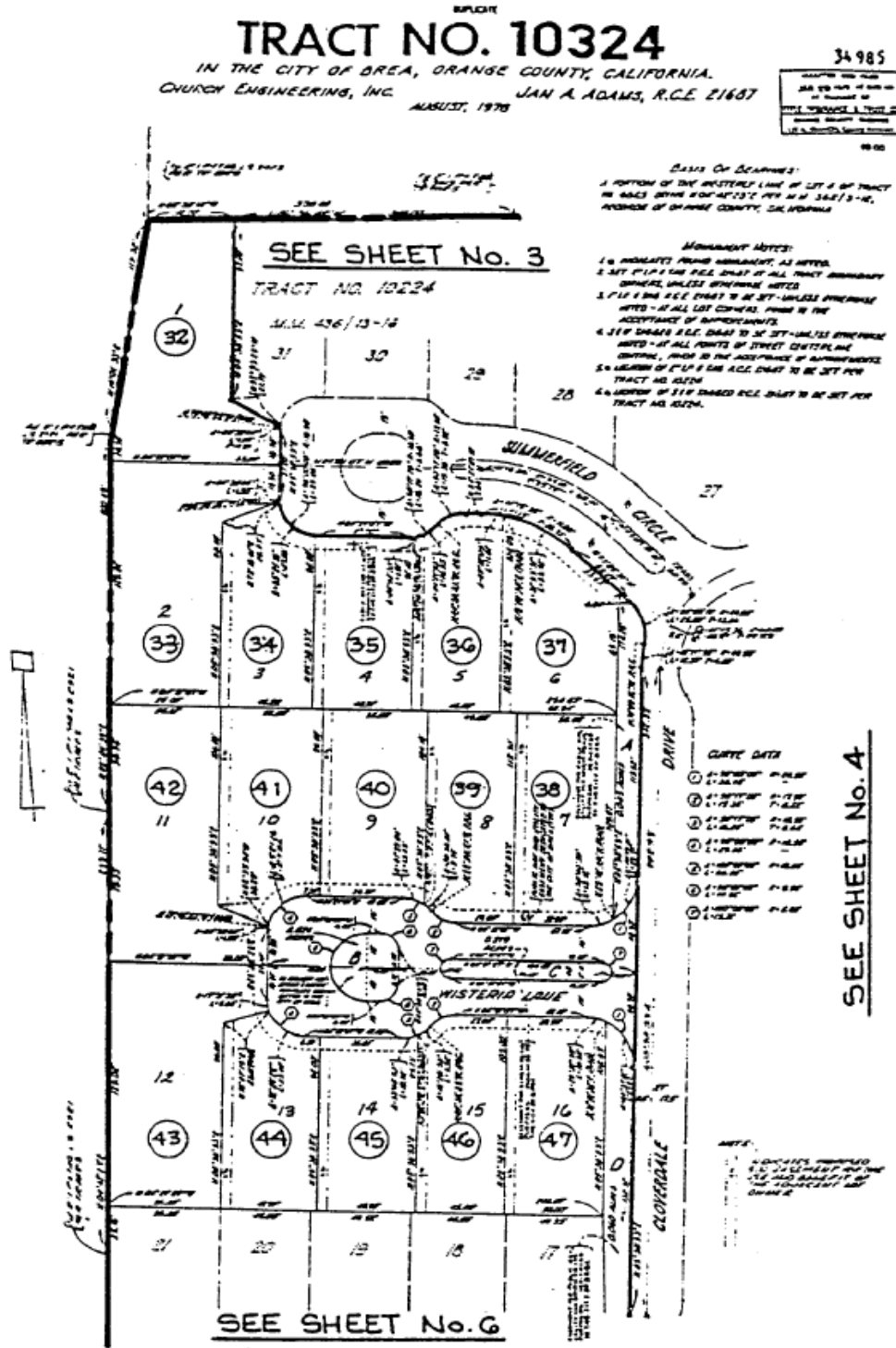
ASSESSMENT DIAGRAM

CITY OF BREA STREET LIGHTING ASSESSMENT

DISTRICT No. 4

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

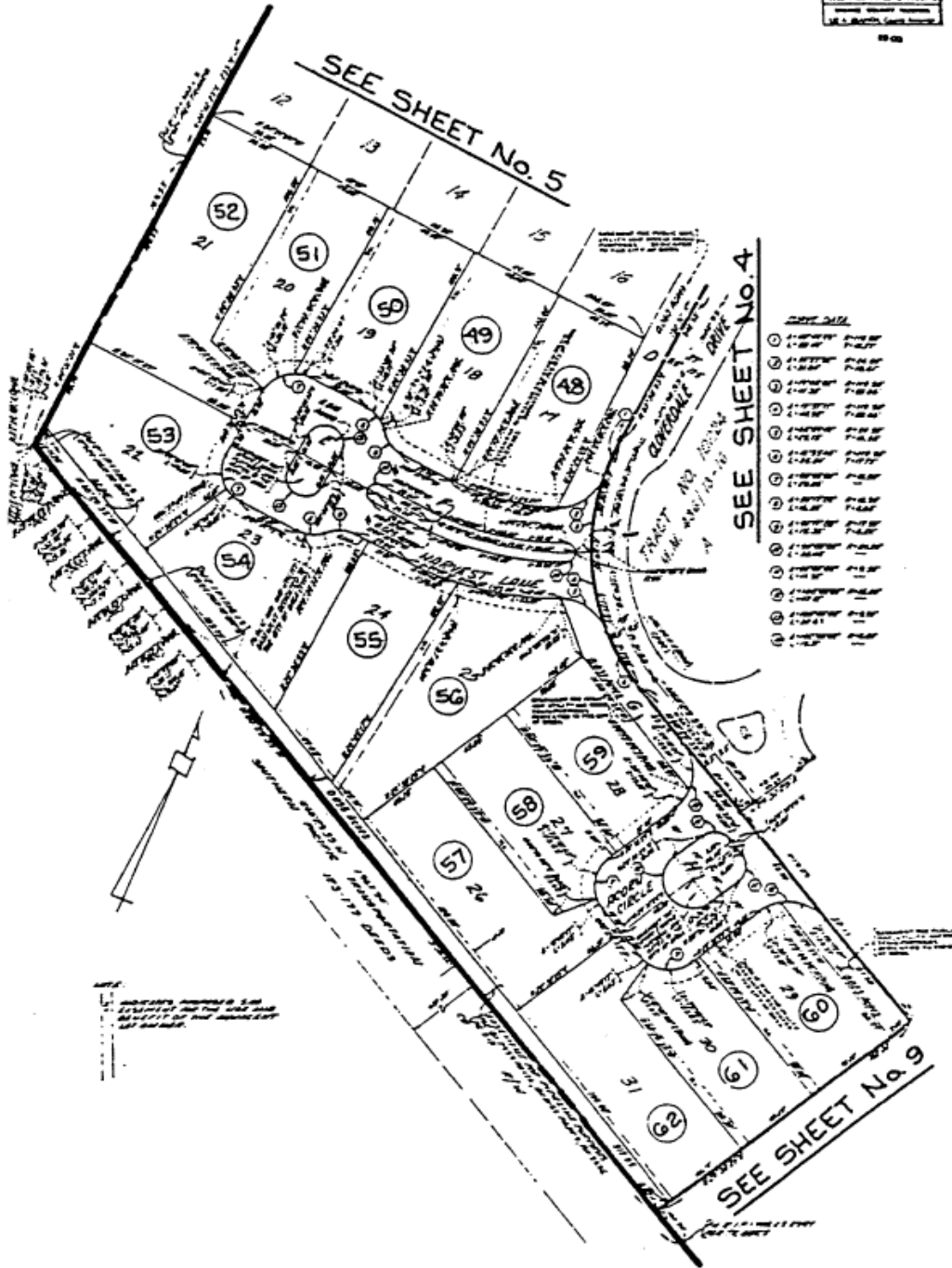
SHEET 4 OF 17



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

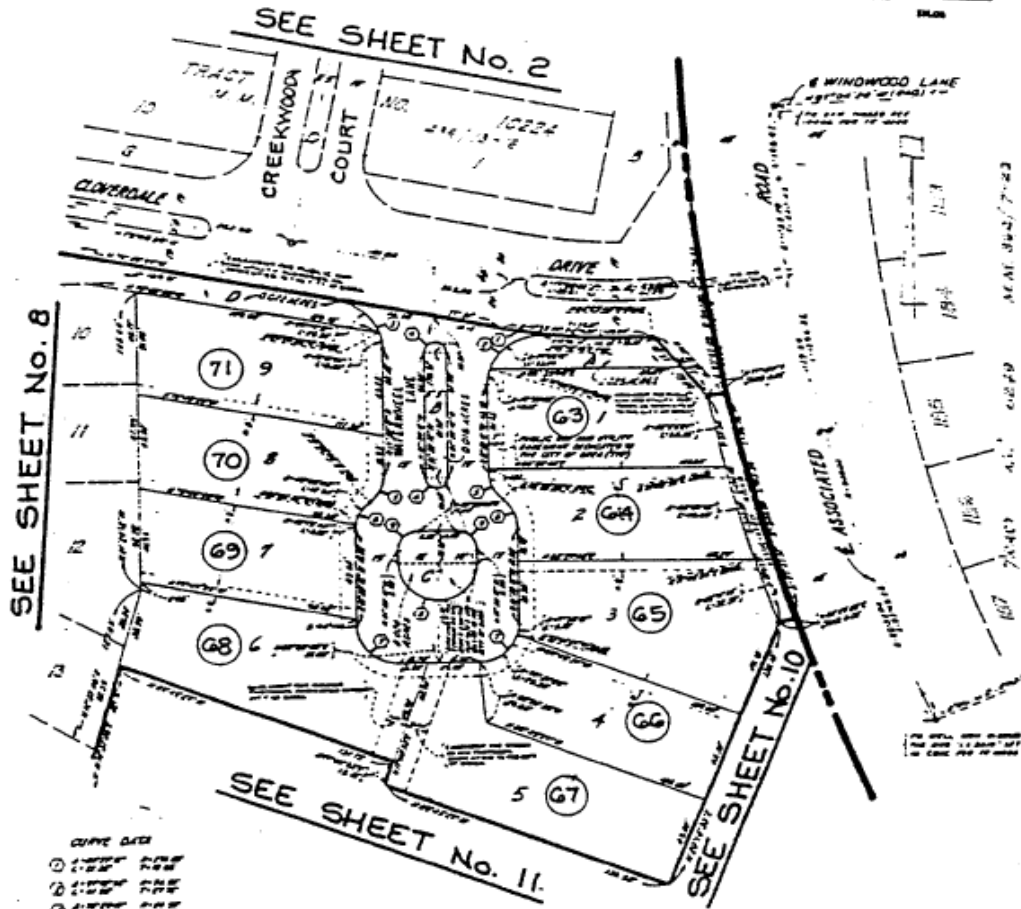
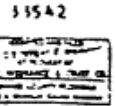
TRACT NO. 10324
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.
 CHURCH ENGINEERS, INC. JAN A. ADAMS, R.C.E. 21657
 AUGUST, 1970

34985
 THE ENGINEERS' AND SURVEYORS' BOARD OF CALIFORNIA
 LICENSE NO. 10324
 M. S. BROWN, CHIEF ENGINEER



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

DUPLICATE
TRACT NO. 10325
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA.
CHURCH ENGINEERING, INC. JAN A. ADAMS, R.C.E. 21657

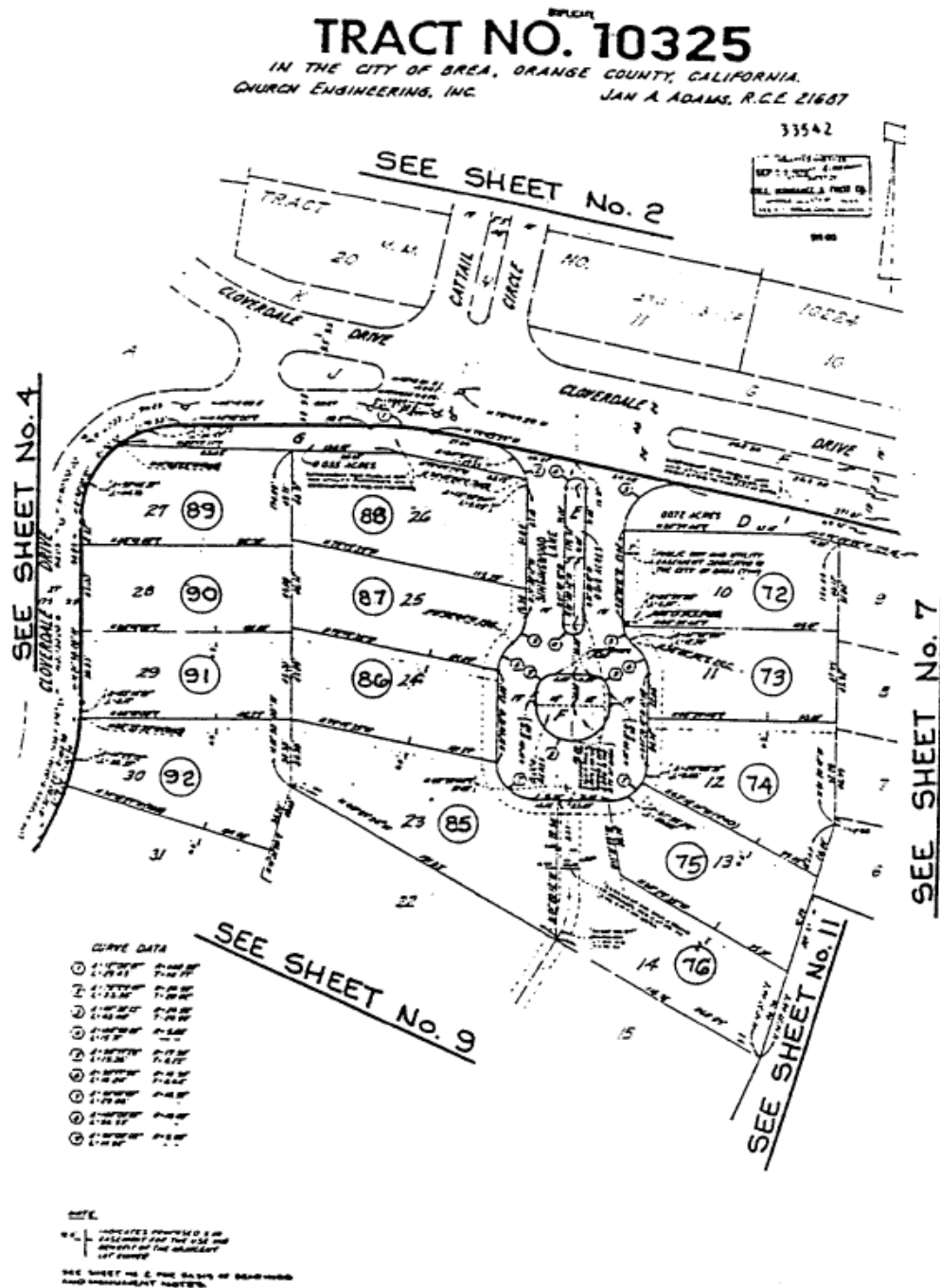


CURVE DATA

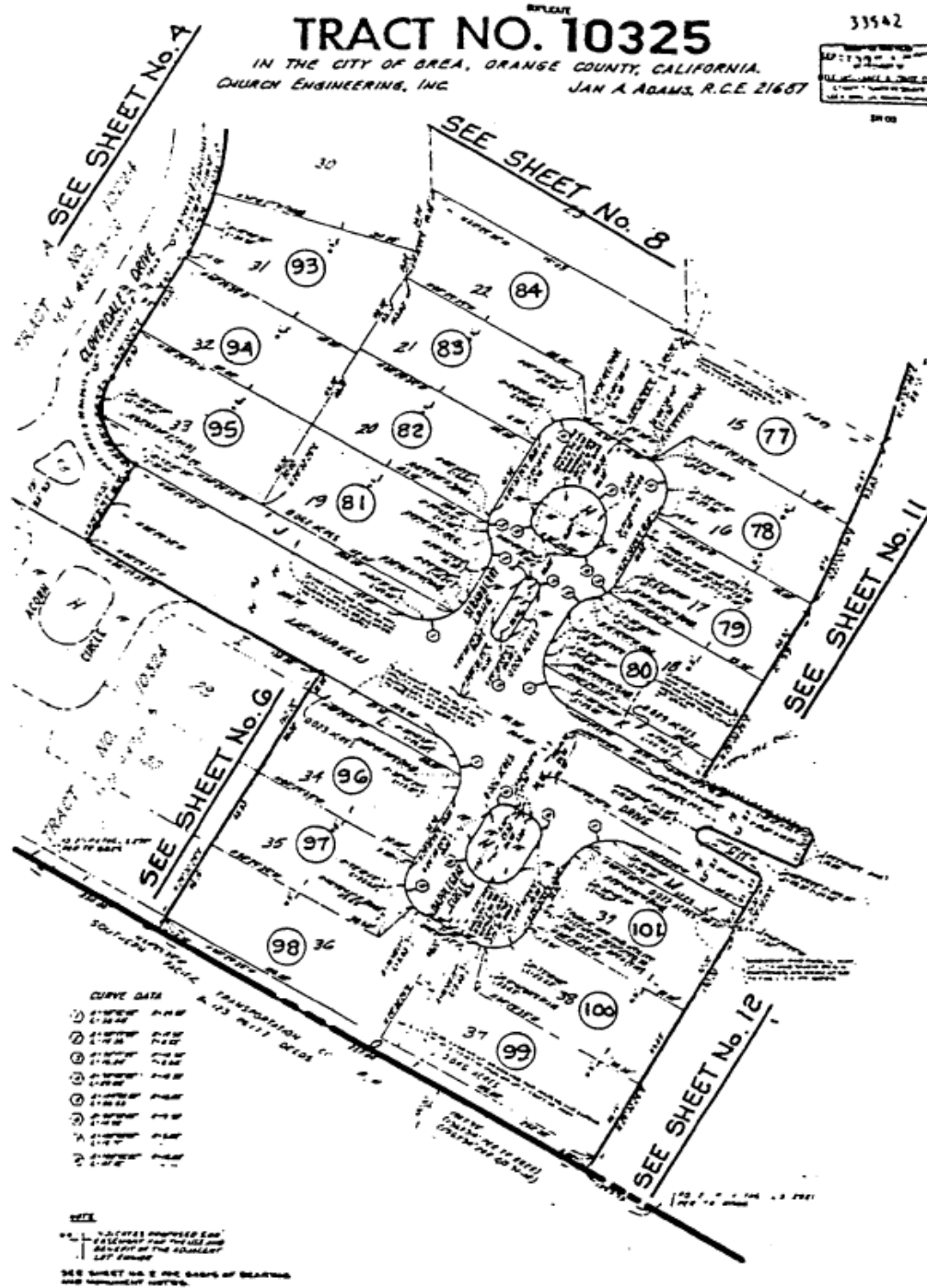
1	11.50'	11.50'	11.50'
2	11.50'	11.50'	11.50'
3	11.50'	11.50'	11.50'
4	11.50'	11.50'	11.50'
5	11.50'	11.50'	11.50'
6	11.50'	11.50'	11.50'
7	11.50'	11.50'	11.50'
8	11.50'	11.50'	11.50'
9	11.50'	11.50'	11.50'
10	11.50'	11.50'	11.50'
11	11.50'	11.50'	11.50'
12	11.50'	11.50'	11.50'
13	11.50'	11.50'	11.50'
14	11.50'	11.50'	11.50'
15	11.50'	11.50'	11.50'
16	11.50'	11.50'	11.50'
17	11.50'	11.50'	11.50'
18	11.50'	11.50'	11.50'
19	11.50'	11.50'	11.50'
20	11.50'	11.50'	11.50'

- BASES OF BEARINGS**
1 PORTION OF THE SOUTHWESTERLY LINE OF LOT 4 OF TRACT NO. 8275 BEING MAPS 2574 PCC IN A 2487-16, RECORDS OF ORANGE COUNTY, CALIFORNIA
- MONUMENT NOTES:**
- 1 - INDICATES FOUND MONUMENT, AS NOTED
 - 2 - SET 2" DIA 1/2" R.C.E. STAKES AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
 - 3 - 1/2" DIA R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
 - 4 - 3/4" DIA R.C.E. STAKES TO BE SET UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE.
 - 5 - LOCATION OF 1/2" DIA R.C.E. STAKES TO BE SET PER TRACT NO. 8324
 - 6 - LOCATION OF 1/2" DIA R.C.E. STAKES TO BE SET PER TRACT NO. 1029
 - 7 - LOCATION OF 1/2" DIA R.C.E. STAKES TO BE SET PER TRACT NO. 8224

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

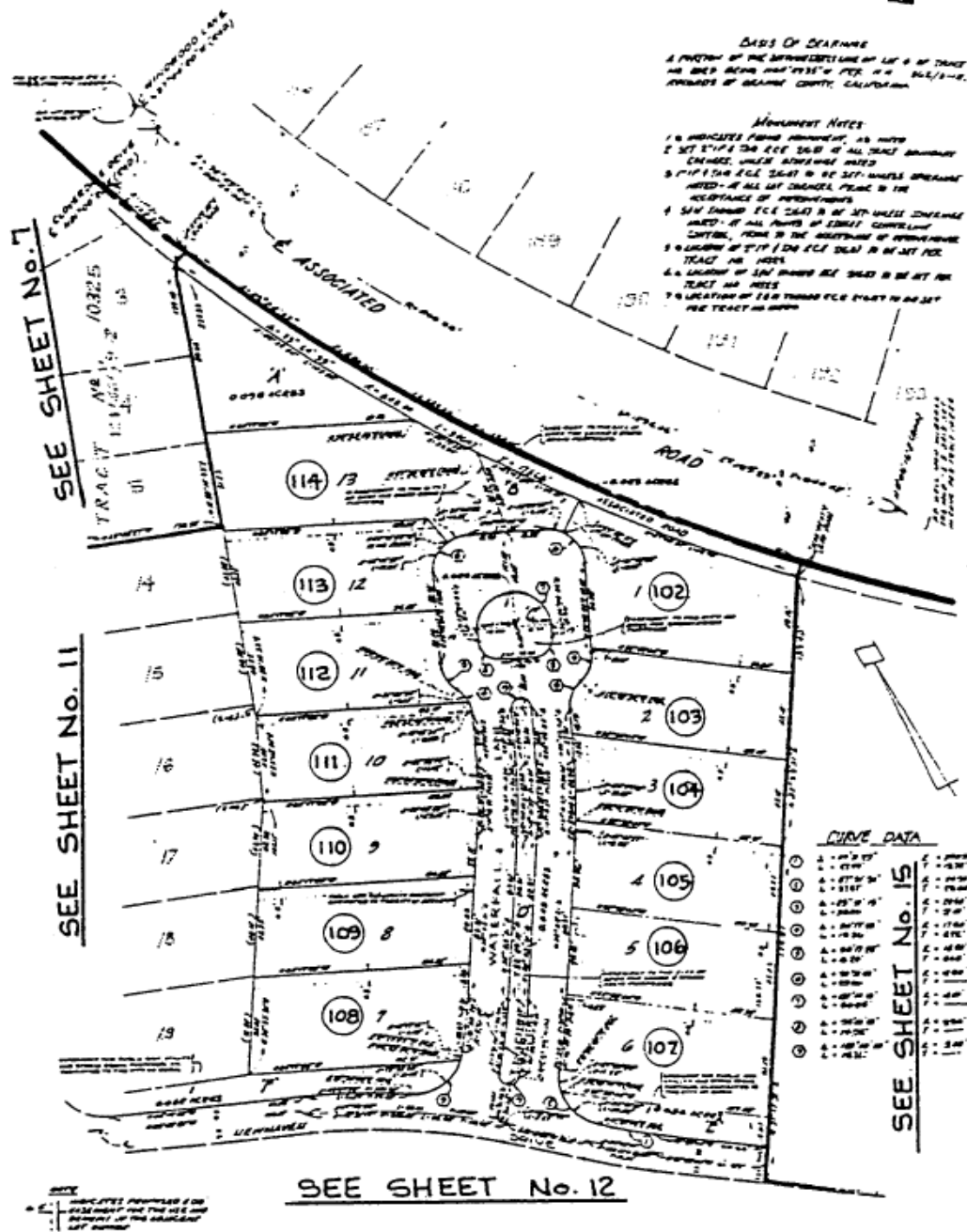


ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT No. 4
 IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 8 OF 17



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

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



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

TRACT NO. 10326
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
CHURCH ENGINEERING, INC. JAN. A. ADAMS, R.C.E. 11287
DECEMBER, 1978

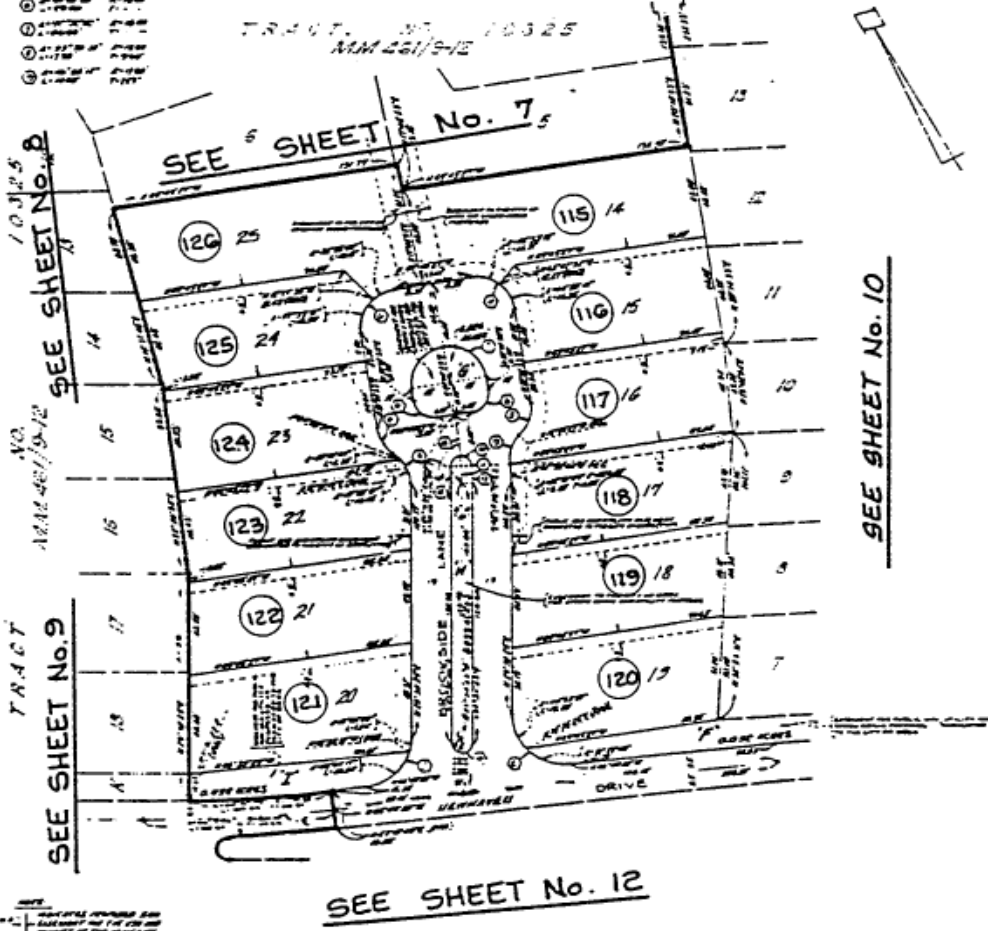


DATE OF SURVEY
A PORTION OF THE DATE REGISTERED MAP OF TRACT NO. 10326, BEING 264.73 AC. PER MAP 3621/1-1, LOCATED IN ORANGE COUNTY, CALIFORNIA.

MEASUREMENT NOTES
1. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL.
2. ALL 1" = 100' DIMENSIONS ARE SHOWN AT ALL POINTS BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
3. 1" = 100' DIMENSIONS ARE TO BE SET SHOWN BY THE METHOD OF INTERSECTION.
4. ALL SHOWN DIMENSIONS ARE TO BE SET SHOWN BY THE METHOD OF INTERSECTION.
5. ALL POINTS OF BOUNDARY CORNERS ARE TO BE SET SHOWN BY THE METHOD OF INTERSECTION.
6. ALL DIMENSIONS OF 1" = 100' ARE TO BE SET PER TRACT NO. 10326.
7. ALL DIMENSIONS OF 1" = 100' ARE TO BE SET PER TRACT NO. 10326.
8. ALL DIMENSIONS OF 1" = 100' ARE TO BE SET PER TRACT NO. 10326.

FIELD DATA

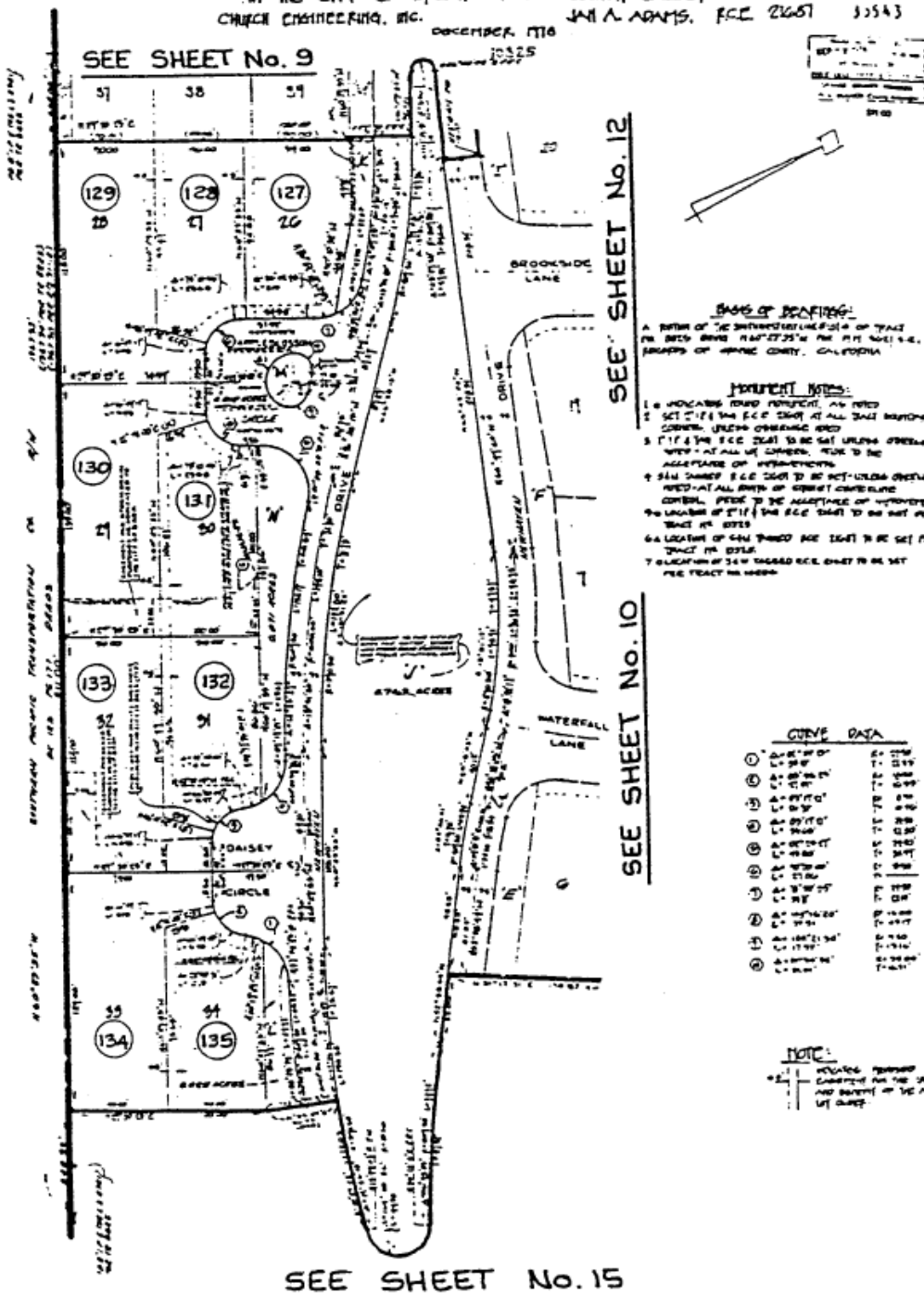
1	117.00'	7.00'
2	117.00'	7.00'
3	117.00'	7.00'
4	117.00'	7.00'
5	117.00'	7.00'
6	117.00'	7.00'
7	117.00'	7.00'
8	117.00'	7.00'
9	117.00'	7.00'
10	117.00'	7.00'
11	117.00'	7.00'
12	117.00'	7.00'
13	117.00'	7.00'
14	117.00'	7.00'
15	117.00'	7.00'
16	117.00'	7.00'
17	117.00'	7.00'
18	117.00'	7.00'
19	117.00'	7.00'
20	117.00'	7.00'
21	117.00'	7.00'
22	117.00'	7.00'
23	117.00'	7.00'
24	117.00'	7.00'
25	117.00'	7.00'



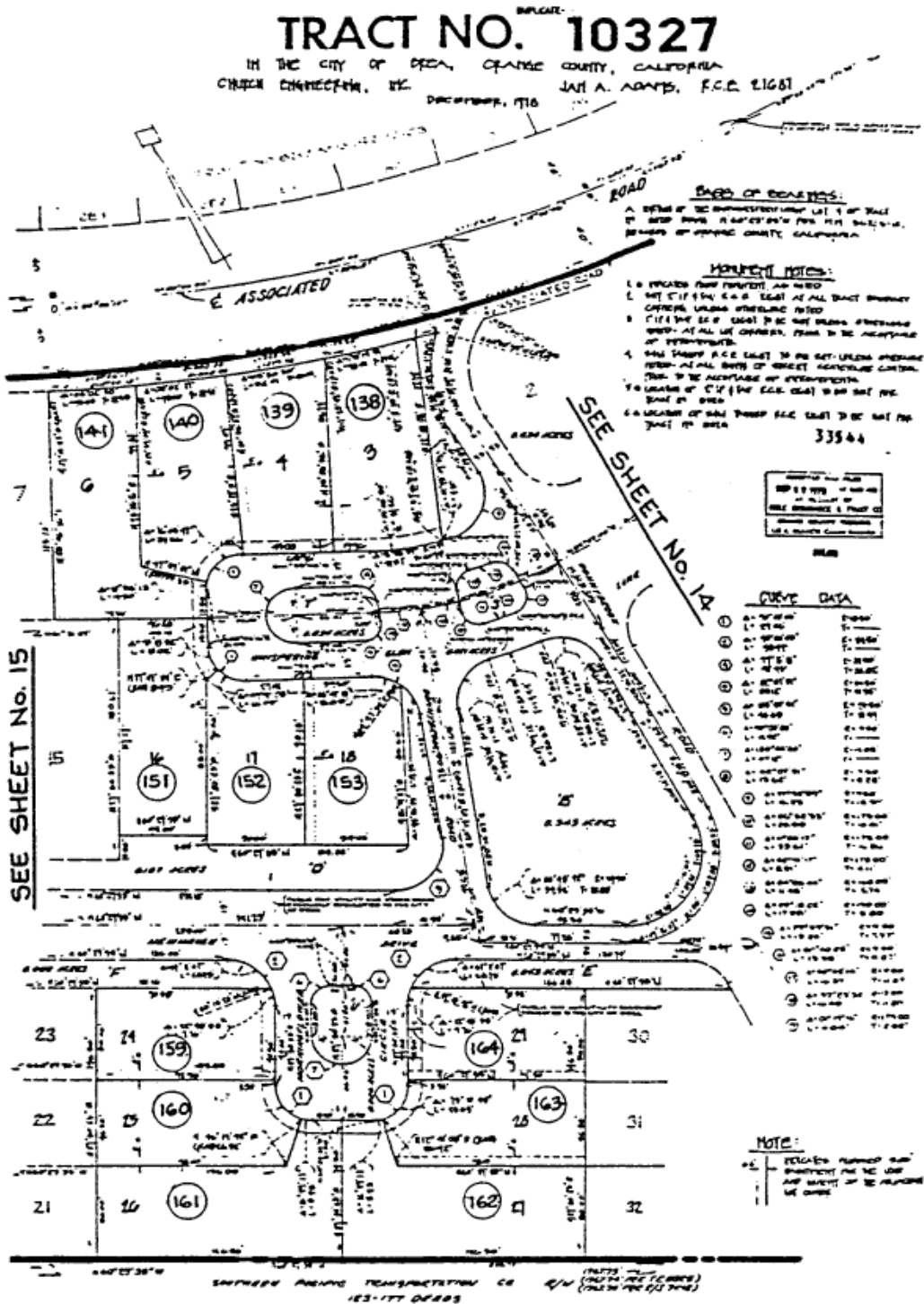
NOTES:
1. ALL DIMENSIONS ARE TO BE SET PER TRACT NO. 10326.
2. ALL DIMENSIONS ARE TO BE SET PER TRACT NO. 10326.
3. ALL DIMENSIONS ARE TO BE SET PER TRACT NO. 10326.

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

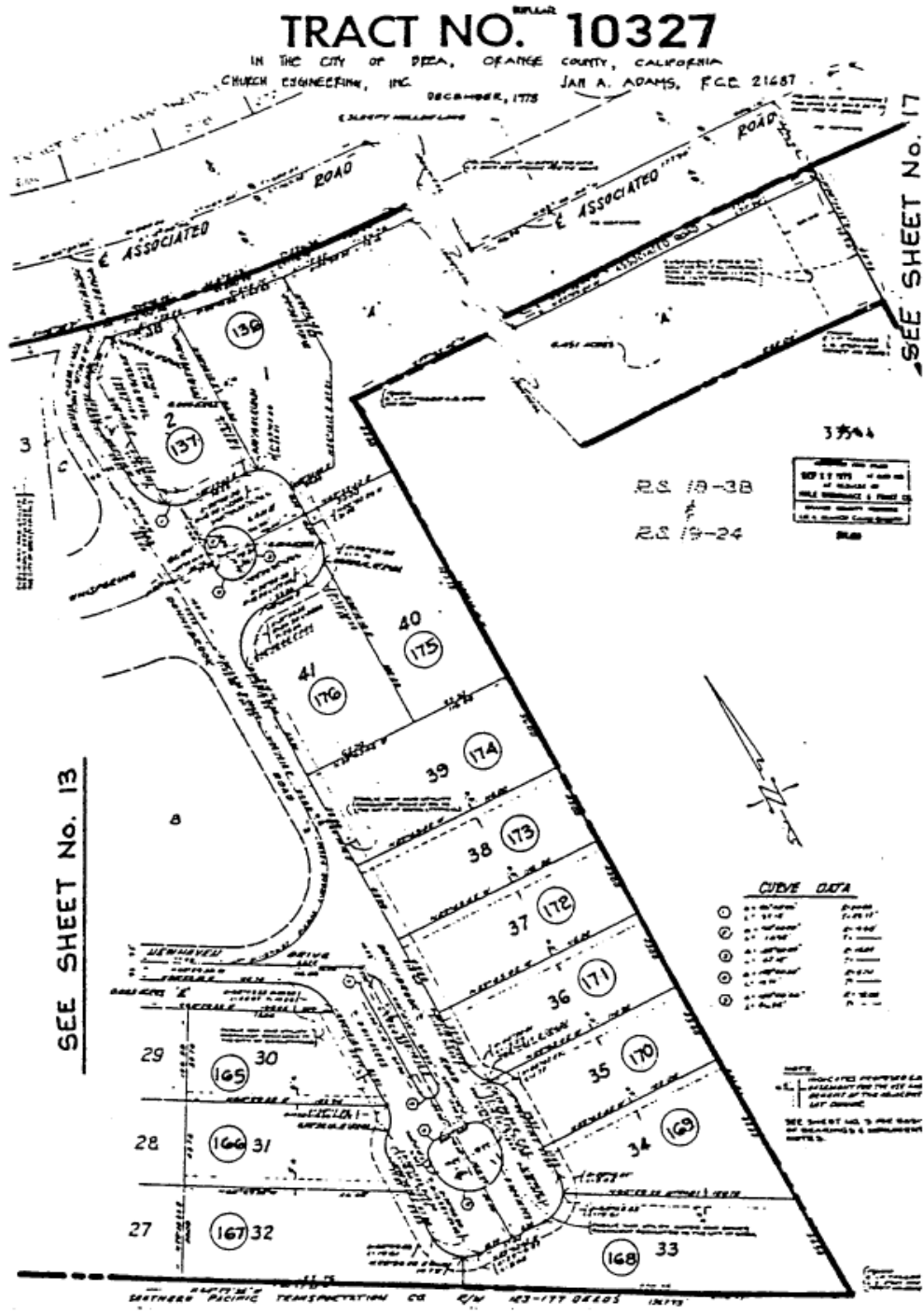
TRACT NO. 10320
 IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHURCH ENGINEERING, INC. JUNE A. ADAMS, P.E. 2/26/87 33543



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



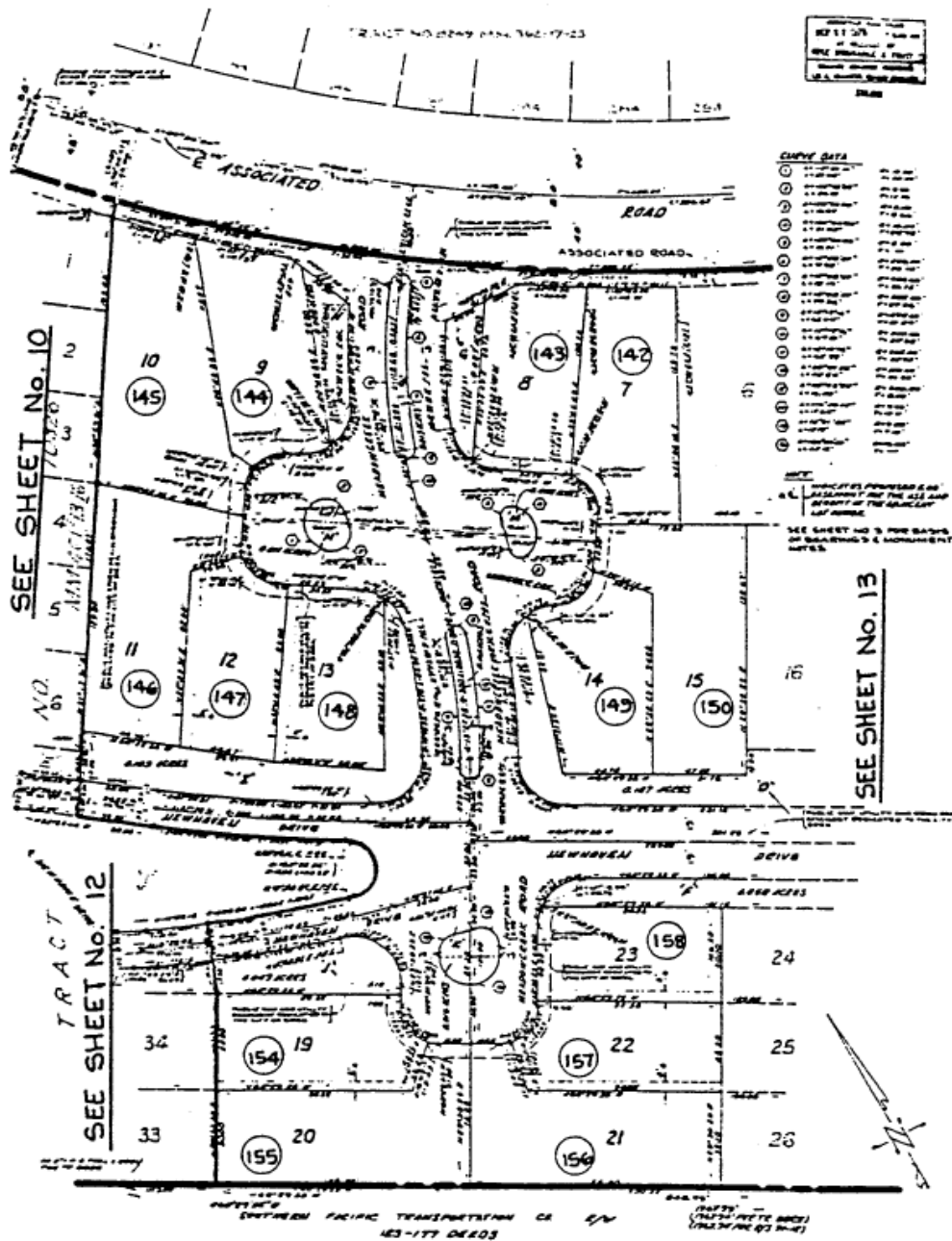
ASSESSMENT DIAGRAM
CITY OF BREA STREET LIGHTING ASSESSMENT
DISTRICT No. 4
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
SHEET 13 OF 17



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

TRACT NO. 10327

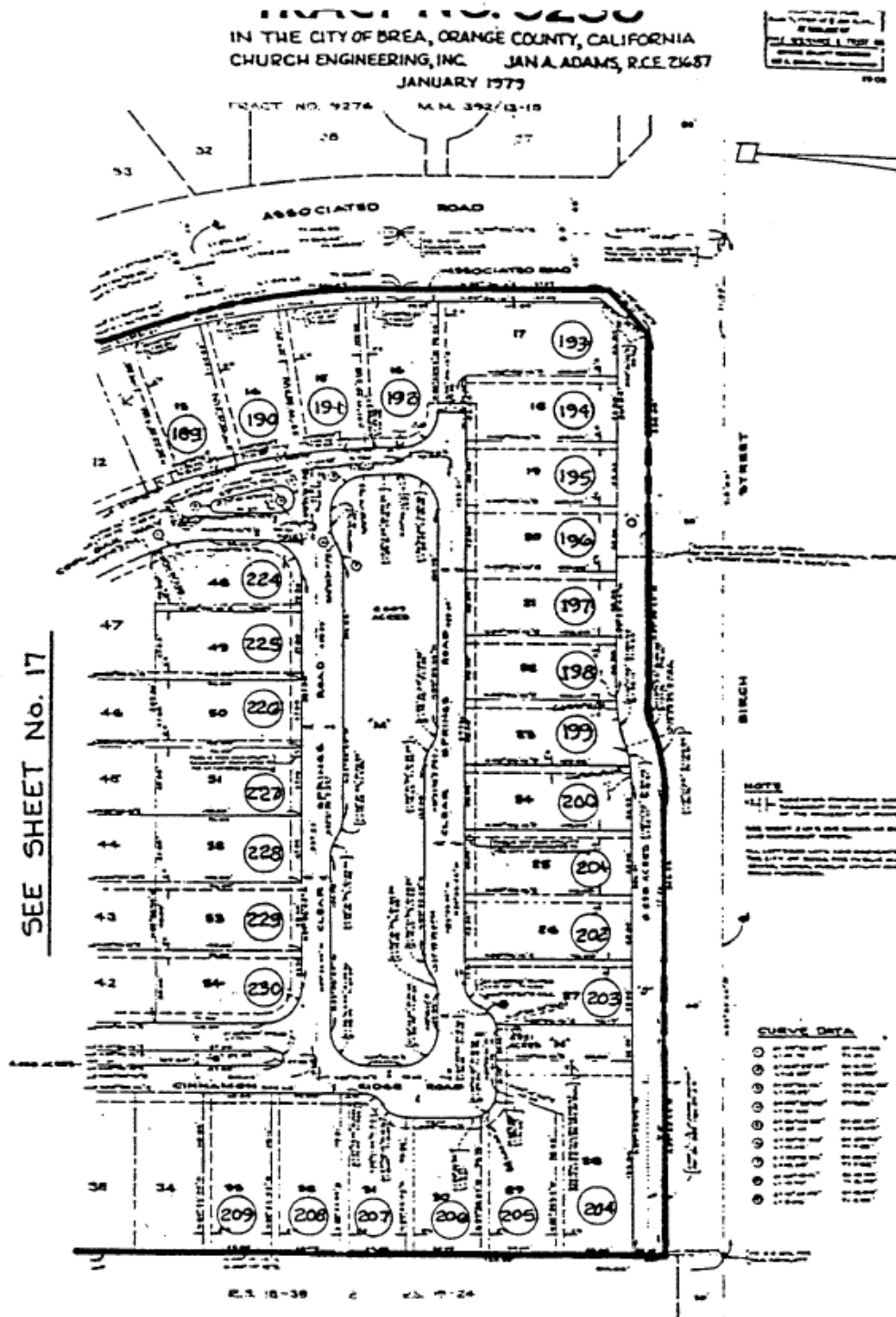
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
 CHUCK ENGINEERING, INC. JAN A. ADAMS, P.C.E. 21687 33544
 DECEMBER, 1978



ASSESSMENT DIAGRAM

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

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 SHEET 15 OF 17



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

TRACT NO. 9298
IN THE CITY OF BREA, ORANGE COUNTY, CALIFORNIA
CHURCH ENGINEERING, INC. JAN A. ADAMS, P.C.E. 21687
JANUARY 1979

RECORDS
OF THE
COUNTY OF ORANGE
CALIFORNIA
RECORDS DIVISION
1979

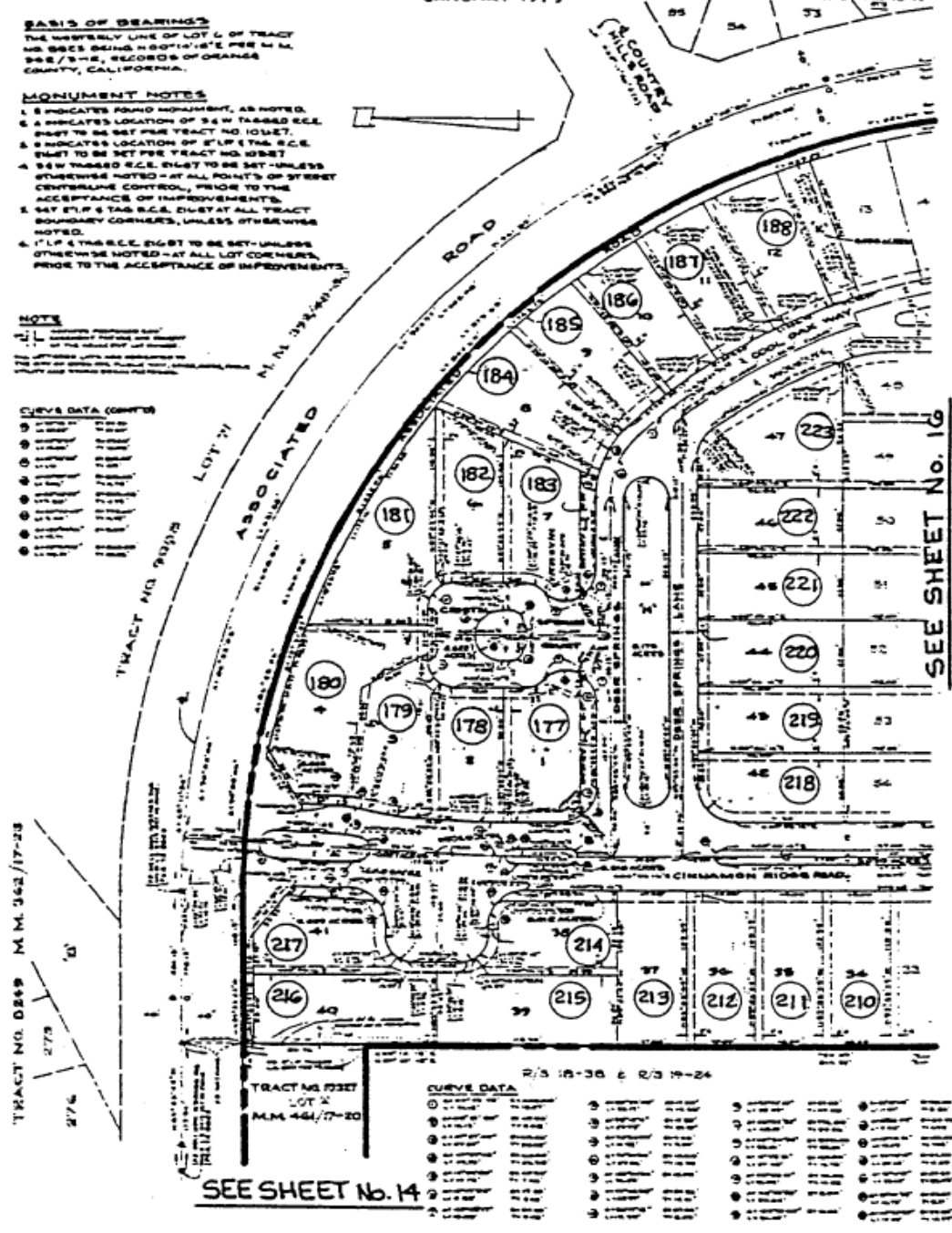
BASIS OF BEARINGS
THE WESTERLY LINE OF LOT 6 OF TRACT NO. 9298 BEING NORTH 01° 15' E PER M.M. 362/13-15, RECORDS OF ORANGE COUNTY, CALIFORNIA.

MONUMENT NOTES
1. S INDICATES FOUND MONUMENT, AS NOTED.
2. S INDICATES LOCATION OF 3/4" W TAGGED R.C.E. SHOT TO BE SET FOR TRACT NO. 10187.
3. S INDICATES LOCATION OF 1" I.P. S TAG R.C.E. SHOT TO BE SET FOR TRACT NO. 10187.
4. 3/4" W TAGGED R.C.E. SHOT TO BE SET - UNLESS OTHERWISE NOTED - AT ALL POINTS OF STREET CENTERLINE CONTROL, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.
5. 1" I.P. S TAG R.C.E. SHOT AT ALL TRACT BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
6. 1" I.P. S TAG R.C.E. SHOT TO BE SET - UNLESS OTHERWISE NOTED - AT ALL LOT CORNERS, PRIOR TO THE ACCEPTANCE OF IMPROVEMENTS.

NOTE
1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF BREA SPECIFICATIONS FOR STREET LIGHTING.

CURVE DATA (CONT'D)

1	180	180	180	180	180
2	181	181	181	181	181
3	182	182	182	182	182
4	183	183	183	183	183
5	184	184	184	184	184
6	185	185	185	185	185
7	186	186	186	186	186
8	187	187	187	187	187
9	188	188	188	188	188
10	189	189	189	189	189
11	190	190	190	190	190
12	191	191	191	191	191
13	192	192	192	192	192
14	193	193	193	193	193
15	194	194	194	194	194
16	195	195	195	195	195
17	196	196	196	196	196
18	197	197	197	197	197
19	198	198	198	198	198
20	199	199	199	199	199
21	200	200	200	200	200
22	201	201	201	201	201
23	202	202	202	202	202
24	203	203	203	203	203
25	204	204	204	204	204
26	205	205	205	205	205
27	206	206	206	206	206
28	207	207	207	207	207
29	208	208	208	208	208
30	209	209	209	209	209
31	210	210	210	210	210
32	211	211	211	211	211
33	212	212	212	212	212
34	213	213	213	213	213
35	214	214	214	214	214
36	215	215	215	215	215
37	216	216	216	216	216
38	217	217	217	217	217
39	218	218	218	218	218
40	219	219	219	219	219
41	220	220	220	220	220
42	221	221	221	221	221
43	222	222	222	222	222
44	223	223	223	223	223



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 2026-27

Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	7
Part E - Assessment District Boundary	8



April 21, 2026

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

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).

Respectfully submitted,

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 XIIIID 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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 5 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$19,874
4113	Overtime	\$150
4243	Engineering	\$0
4244	Legal	\$77
4412	Property Tax Collection	\$143
Fixed Costs Totals		\$20,244
2. ROUTINE COSTS		
4211	Postage	\$58
4249	Svc & Repair Equipment	\$50,000
4261	Repairs to Equipment	\$1,500
4266	Contract Services/Grounds Maintenance	\$34,736
4269	Equipment Service-Other	\$1,000
4282	Electricity	\$1,600
4285	Water	\$30,000
4337	Electrical Supplies & Parts	\$1,500
4339	Construction & Maintenance/Other	\$0
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$1,738
Routine Costs Totals		\$122,132
Total Costs (Fixed & Routine)		\$142,376
Est. Fund Balance as of 1-Jul-2026		\$135,172
Projected Reserve Balance 30-Jun-2027		\$115,101
FY 2026-27 Annual Assessments		\$122,305

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 XIID 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. XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. XIID 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:

$$\$122,305.55 / 113 \text{ SFR's} = \$1,082.35 / \text{SFR}$$

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, Long Beach and Anaheim 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 2026-27 is 3.2%.

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%	\$1000.77 / 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
FY 2024-25	3.5%	\$1212.14 / SFR
FY 2025-26	3.3%	\$1252.14 / SFR
FY 2026-27	3.2%	\$1292.21 / SFR

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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	\$1082.35	41	30604210	27	9473	\$1082.35	81	30605318	18	9414	\$1082.35
2	30604103	2	9111	\$1082.35	42	30604209	28	9473	\$1082.35	82	30605319	19	9414	\$1082.35
3	30604104	3	9111	\$1082.35	43	30604208	29	9473	\$1082.35	83	30605320	20	9414	\$1082.35
4	30604105	4	9111	\$1082.35	44	30604207	30	9473	\$1082.35	84	30605321	21	9414	\$1082.35
5	30604106	5	9111	\$1082.35	45	30604206	31	9473	\$1082.35	85	30605322	22	9414	\$1082.35
6	30604107	6	9111	\$1082.35	46	30604205	32	9473	\$1082.35	86	30605323	23	9414	\$1082.35
7	30604108	7	9111	\$1082.35	47	30604204	33	9473	\$1082.35	87	30605324	24	9414	\$1082.35
8	30604109	8	9111	\$1082.35	48	30604203	34	9473	\$1082.35	88	30605325	25	9414	\$1082.35
9	30604110	9	9111	\$1082.35	49	30604202	35	9473	\$1082.35	89	30605326	26	9414	\$1082.35
10	30604111	10	9111	\$1082.35	50	30604201	36	9473	\$1082.35	90	30605327	27	9414	\$1082.35
11	30604112	11	9111	\$1082.35	51	30604301	37	9473	\$1082.35	91	30605328	28	9414	\$1082.35
12	30604113	12	9111	\$1082.35	52	30604302	38	9473	\$1082.35	92	30605329	29	9414	\$1082.35
13	30604114	13	9111	\$1082.35	53	30604303	39	9473	\$1082.35	93	30605330	30	9414	\$1082.35
14	30604115	14	9111	\$1082.35	54	30604304	40	9473	\$1082.35	94	30605331	31	9414	\$1082.35
15	30604502	1	9473	\$1082.35	55	30604305	41	9473	\$1082.35	95	30605103	32	9414	\$1082.35
16	30604501	2	9473	\$1082.35	56	30604306	42	9473	\$1082.35	96	30605102	33	9414	\$1082.35
17	30604415	3	9473	\$1082.35	57	30604307	43	9473	\$1082.35	97	30605101	34	9414	\$1082.35
18	30604414	4	9473	\$1082.35	58	30604308	44	9473	\$1082.35	98	30605201	35	9414	\$1082.35
19	30604413	5	9473	\$1082.35	59	30604309	45	9473	\$1082.35	99	30605202	36	9414	\$1082.35
20	30604412	6	9473	\$1082.35	60	30604310	46	9473	\$1082.35	100	30605203	37	9414	\$1082.35
21	30604411	7	9473	\$1082.35	61	30604311	47	9473	\$1082.35	101	30605204	38	9414	\$1082.35
22	30604410	8	9473	\$1082.35	62	30604312	48	9473	\$1082.35	102	30605205	39	9414	\$1082.35
23	30604409	9	9473	\$1082.35	63	30604313	49	9473	\$1082.35	103	30605206	40	9414	\$1082.35
24	30604408	10	9473	\$1082.35	64	30605301	1	9414	\$1082.35	104	30605207	41	9414	\$1082.35
25	30604407	11	9473	\$1082.35	65	30605302	2	9414	\$1082.35	105	30605208	42	9414	\$1082.35
26	30604406	12	9473	\$1082.35	66	30605303	3	9414	\$1082.35	106	30605209	43	9414	\$1082.35
27	30604405	13	9473	\$1082.35	67	30605304	4	9414	\$1082.35	107	30605210	44	9414	\$1082.35
28	30604404	14	9473	\$1082.35	68	30605305	5	9414	\$1082.35	108	30605211	45	9414	\$1082.35
29	30604403	15	9473	\$1082.35	69	30605306	6	9414	\$1082.35	109	30605212	46	9414	\$1082.35
30	30604402	16	9473	\$1082.35	70	30605307	7	9414	\$1082.35	110	30605213	47	9414	\$1082.35
31	30604401	17	9473	\$1082.35	71	30605308	8	9414	\$1082.35	111	30605214	48	9414	\$1082.35
32	30604219	18	9473	\$1082.35	72	30605309	9	9414	\$1082.35	112	30605215	49	9414	\$1082.35
33	30604218	19	9473	\$1082.35	73	30605310	10	9414	\$1082.35	113	30605216	50	9414	\$1082.35
34	30604217	20	9473	\$1082.35	74	30605311	11	9414	\$1082.35					
35	30604216	21	9473	\$1082.35	75	30605312	12	9414	\$1082.35					
36	30604215	22	9473	\$1082.35	76	30605313	13	9414	\$1082.35					
37	30604214	23	9473	\$1082.35	77	30605314	14	9414	\$1082.35					
38	30604213	24	9473	\$1082.35	78	30605315	15	9414	\$1082.35					
39	30604212	25	9473	\$1082.35	79	30605316	16	9414	\$1082.35					
40	30604211	26	9473	\$1082.35	80	30605317	17	9414	\$1082.35					

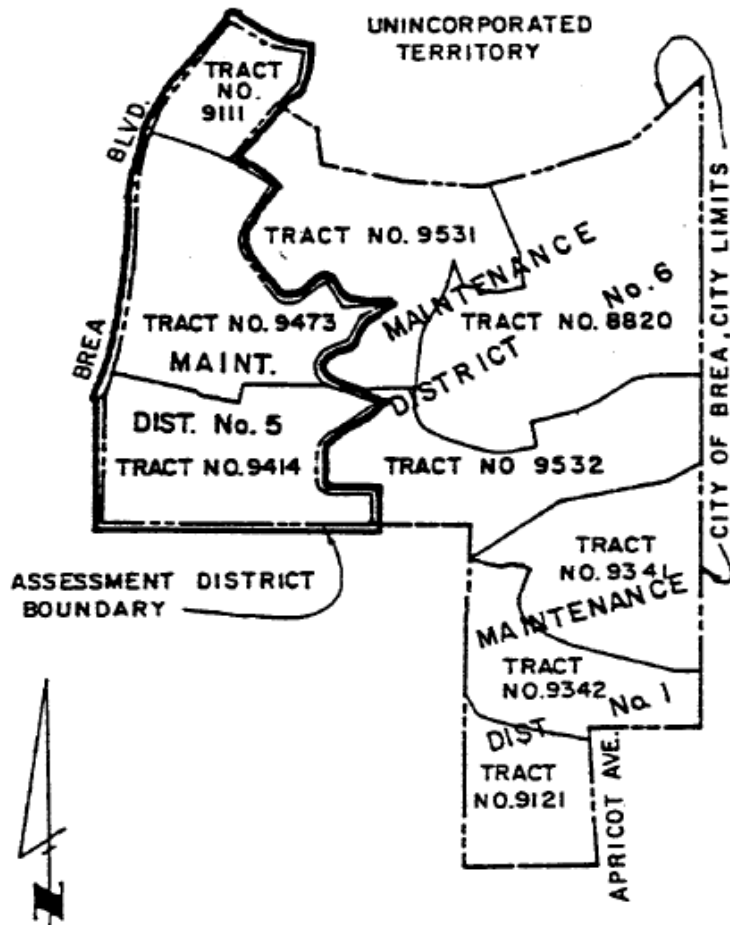
PART E ASSESSMENT DISTRICTS' BOUNDARIES

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 2026-27. The Assessor's maps and records are incorporated by reference herein and made part of this report.



SCALE : 1" = 600'

LEGEND
===== ASSESSMENT DISTRICT BOUNDARY
----- TRACT BOUNDARY
⑩ ASSESSMENT DISTRICT NUMBER
T 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

4-1075: 14-000000-1-1-1

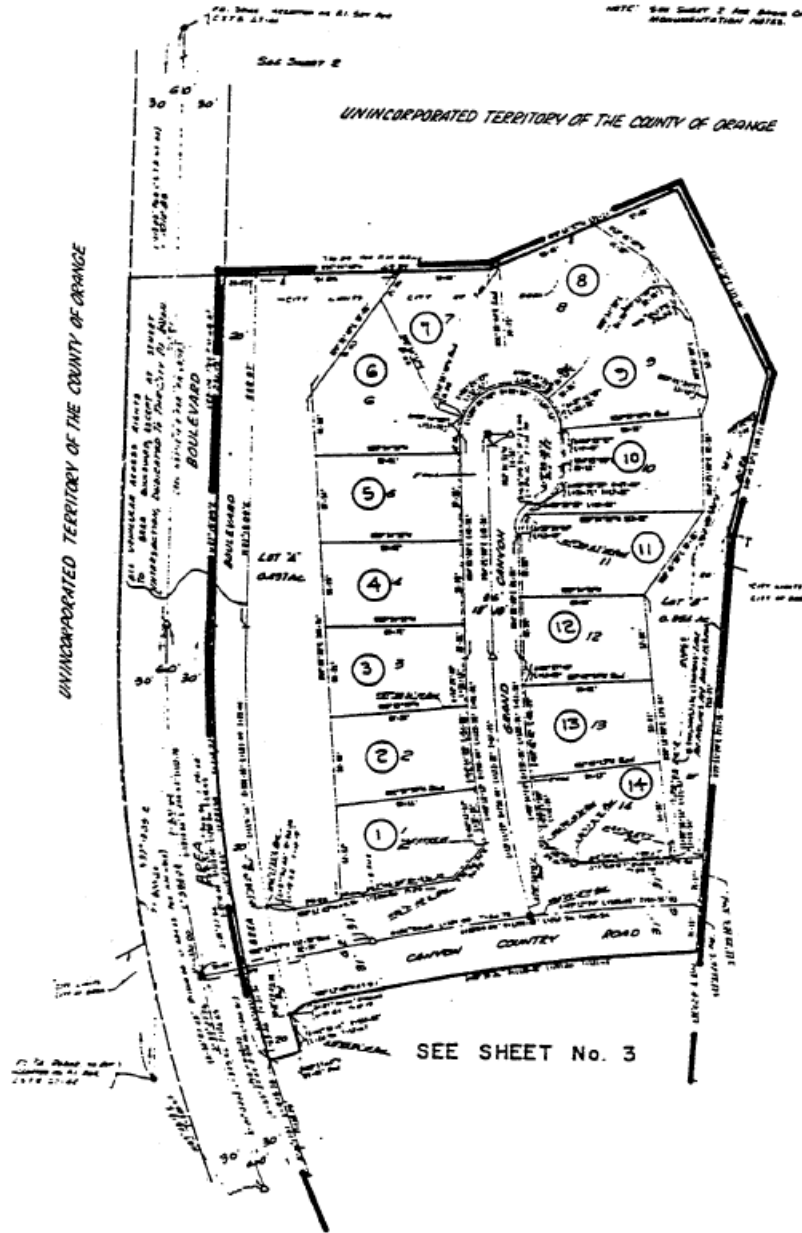
TRACT NO. 9111
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

31247
APR 21 2026
COUNTY OF ORANGE
CLERK

RICHARD E. MC COY
P.L.C. NO. 28000

OCTOBER, 1975

TOURS CORPORATION



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

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

TRACT NO 9473
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA.

345
DEC 1 1978
RECORDS AND PERMITS DIVISION

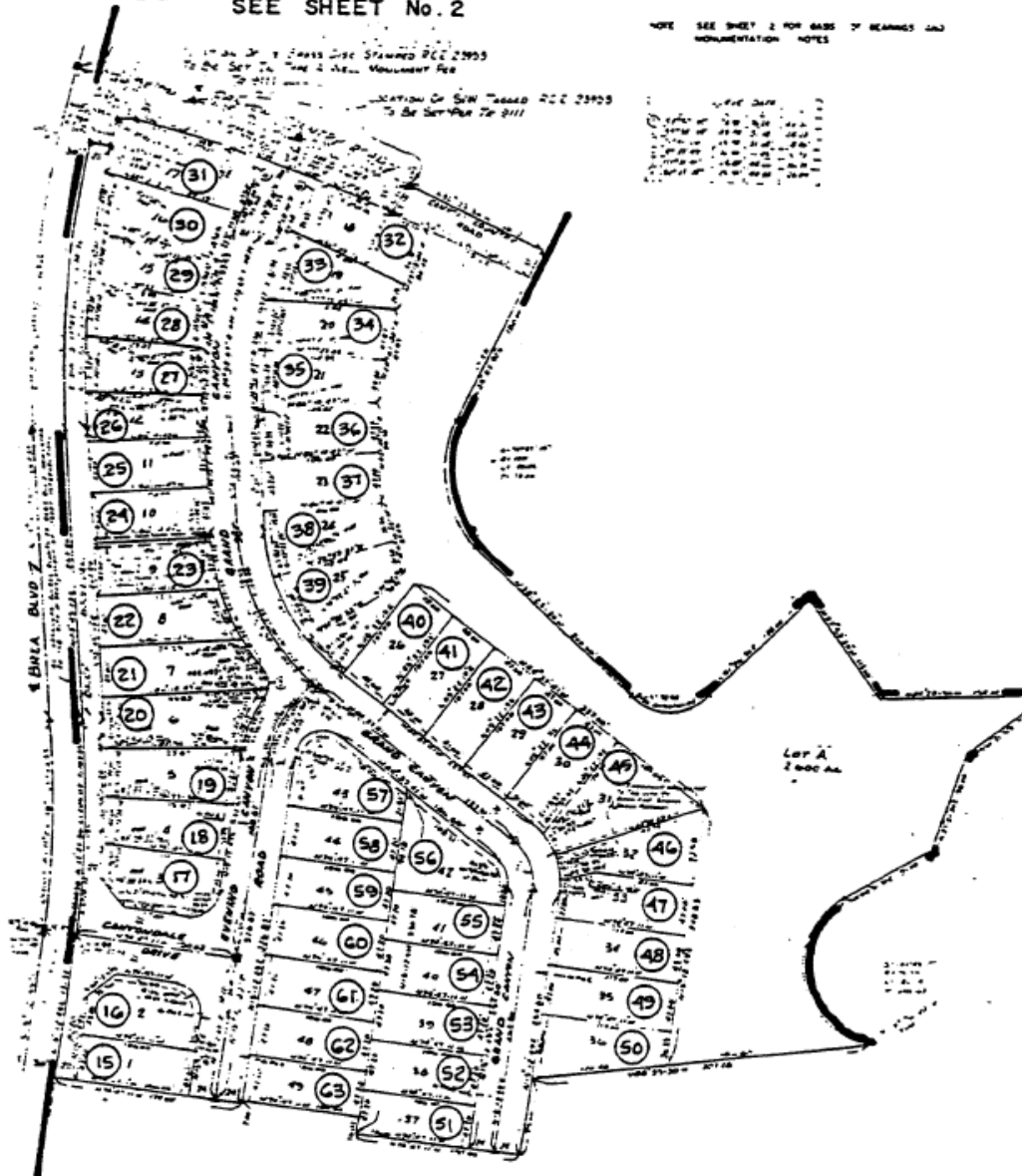
RICHARD E. MCCOY
R.C.E. NO. 25953

JULY, 1976

DUCA AND MCCOY

SEE SHEET No. 2

NOTE: SEE SHEET 2 FOR BASIS OF BEARINGS AND MONUMENTATION NOTES



SEE SHEET No. 4

113 PARCELS

SHEET 3 OF 4

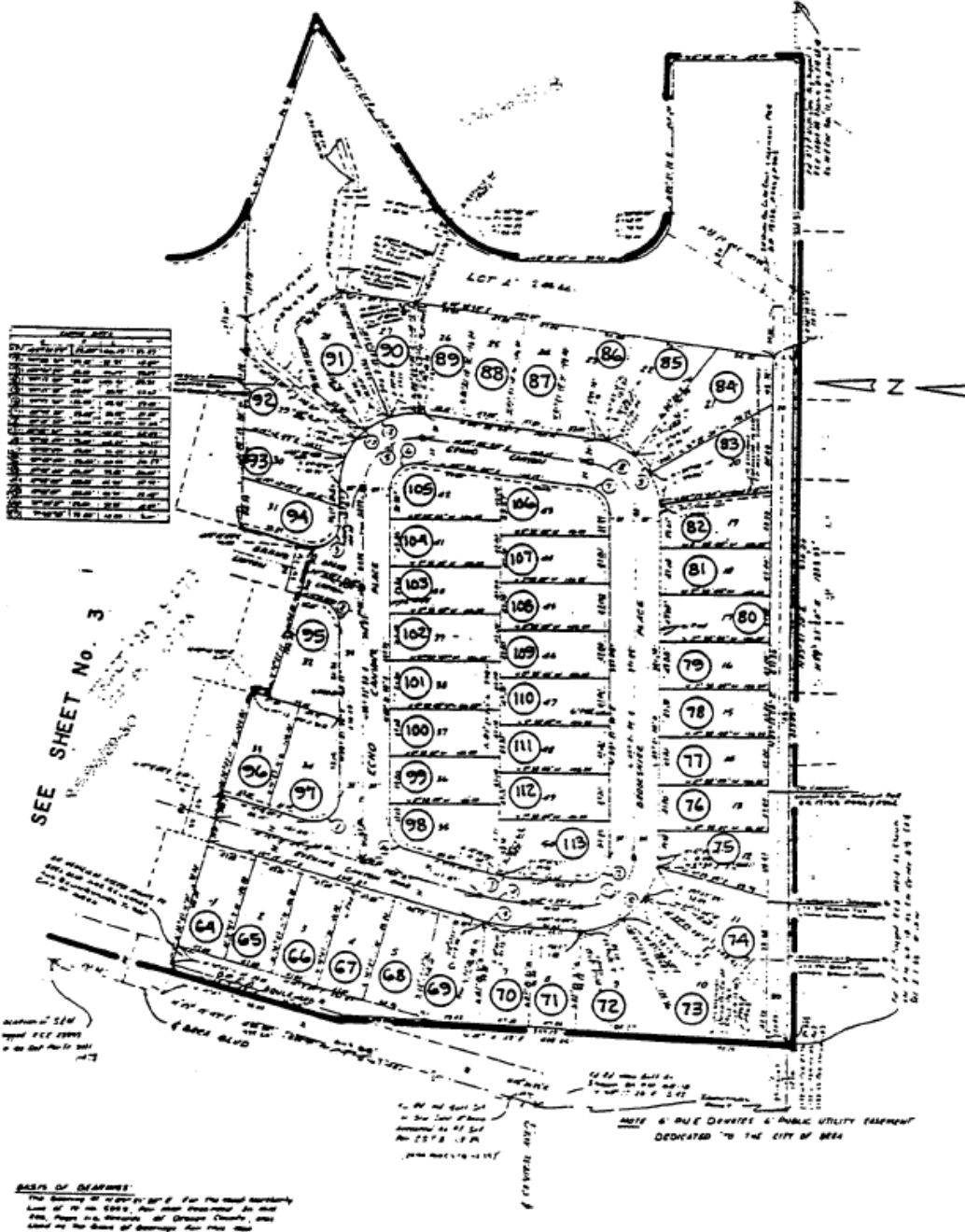
ASSESSMENT DIAGRAM.
LIGHTING & MAINTENANCE
ASSESSMENT DISTRICT NO. 5
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

TRACT NO 5111
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA

RICHARD E. MCCOY
 L.C.E. 73951

DECEMBER, 1976

DUCA AND MCCOY
 CIVIL ENGINEERS - PLANNERS



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 2026-27

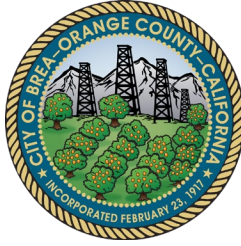
Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	6
Part E - Assessment District Boundary	8



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 6 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$17,577
4113	Overtime	\$150
4243	Engineering	\$0
4244	Legal	\$75
4412	Property Tax Collection	\$449
Fixed Costs Totals		\$18,251
2. ROUTINE COSTS		
4211	Postage	\$152
4249	Professional Svc-Other	\$60,000
4261	Repairs to Equipment	\$5,100
4266	Contract Services/Grounds Maintenance	\$80,390
4269	Equipment Service-Other	\$2,040
4282	Electricity	\$3,000
4285	Water	\$56,000
4337	Electrical Supplies & Parts	\$2,040
4339	Construction & Maintenance/Other	\$1,020
4441	Miscellaneous Expense	\$0
5800	Insurance and Other Expenses	\$1,524
Routine Costs Totals		\$211,266
Total Costs (Fixed & Routine)		\$229,517
Est. Fund Balance as of 1-Jul-2026		\$289,461
Projected Reserve Balance 30-Jun-2027		\$296,241.25
FY 2026-27 Annual Assessments		\$236,297.25

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:

$$\text{\$236,297.25} / 135 \text{ SFR's} = \text{\$1,750.35} / \text{SFR}$$

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, Long Beach and Anaheim 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 2026-27 is 3.2%.

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
FY 2024-25	3.5%	\$2256.37 / SFR
FY 2025-26	3.3%	\$2330.83 / SFR
FY 2026-27	3.2%	\$2405.42 / SFR

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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	30606101	1	9531	\$1,750.35	39	30606232	39	9531	\$1,750.35
2	30606102	2	9531	\$1,750.35	40	30606231	40	9531	\$1,750.35
3	30606103	3	9531	\$1,750.35	41	30606230	41	9532	\$1,750.35
4	30606104	4	9531	\$1,750.35	42	30606229	42	9532	\$1,750.35
5	30606105	5	9531	\$1,750.35	43	30608102	43	9532	\$1,750.35
6	30606106	6	9531	\$1,750.35	44	30608103	44	9532	\$1,750.35
7	30606107	7	9531	\$1,750.35	45	30608104	45	9532	\$1,750.35
8	30606201	8	9531	\$1,750.35	46	30608105	46	9532	\$1,750.35
9	30606202	9	9531	\$1,750.35	47	30608106	47	9532	\$1,750.35
10	30606203	10	9531	\$1,750.35	48	30608107	48	9532	\$1,750.35
11	30606205	11	9531	\$1,750.35	49	60608108	49	9532	\$1,750.35
12	30606206	12	9531	\$1,750.35	50	30608110	50	9532	\$1,750.35
13	30606207	13	9531	\$1,750.35	51	30608111	51	9532	\$1,750.35
14	30606208	14	9531	\$1,750.35	52	30608112	52	9532	\$1,750.35
15	30606209	15	9531	\$1,750.35	53	30608113	53	9532	\$1,750.35
16	30606211	16	9531	\$1,750.35	54	30608114	54	9532	\$1,750.35
17	30606213	17	9531	\$1,750.35	55	30608115	55	9532	\$1,750.35
18	30606214	18	9531	\$1,750.35	56	30608116	56	9532	\$1,750.35
19	30606215	19	9531	\$1,750.35	57	30608117	57	9532	\$1,750.35
20	30603236	20	9531	\$1,750.35	58	30608118	58	9532	\$1,750.35
21	30606235	21	9531	\$1,750.35	59	30608129	59	9532	\$1,750.35
22	30606218	22	9531	\$1,750.35	60	30608128	60	9532	\$1,750.35
23	30603220	23	9531	\$1,750.35	61	30608121	61	9532	\$1,750.35
24	30603221	24	9531	\$1,750.35	62	30608122	62	9532	\$1,750.35
25	30603222	25	9531	\$1,750.35	63	30608221	63	9532	\$1,750.35
26	30603223	26	9531	\$1,750.35	64	30608220	64	9532	\$1,750.35
27	30603224	27	9531	\$1,750.35	65	30608219	65	9532	\$1,750.35
28	30606307	28	9531	\$1,750.35	66	30608218	66	9532	\$1,750.35
29	30606308	29	9531	\$1,750.35	67	30608217	67	9532	\$1,750.35
30	30606303	30	9531	\$1,750.35	68	30608216	68	9532	\$1,750.35
31	30606304	31	9531	\$1,750.35	69	30608215	69	9532	\$1,750.35
32	30606305	32	9531	\$1,750.35	70	30608214	70	9532	\$1,750.35
33	30606306	33	9531	\$1,750.35	71	30608213	71	9532	\$1,750.35
34	30603225	34	9531	\$1,750.35	72	30608212	72	9532	\$1,750.35
35	30606226	35	9531	\$1,750.35	73	30608211	73	9532	\$1,750.35
36	30606227	36	9531	\$1,750.35	74	30608210	74	9532	\$1,750.35
37	30606234	37	9531	\$1,750.35	75	30608209	75	9532	\$1,750.35
38	30606233	38	9531	\$1,750.35	76	30608208	76	9532	\$1,750.35

AD #	APN	Lot	Tract	Asmt	AD #	APN	Lot	Tract	Asmt
77	30608227	77	9532	\$1,750.35	107	30607324	107	8820	\$1,750.35
78	30608226	78	9532	\$1,750.35	108	30607204	108	8820	\$1,750.35
79	30608225	79	9532	\$1,750.35	109	30607203	109	8820	\$1,750.35
80	30608224	80	9532	\$1,750.35	110	30607202	110	8820	\$1,750.35
81	30608223	81	9532	\$1,750.35	111	30607201	111	8820	\$1,750.35
82	30608202	82	9532	\$1,750.35	112	30607205	112	8820	\$1,750.35
83	30608201	83	9532	\$1,750.35	113	30607206	113	8820	\$1,750.35
84	30607301	84	8820	\$1,750.35	114	30607207	114	8820	\$1,750.35
85	30607302	85	8820	\$1,750.35	115	30607208	115	8820	\$1,750.35
86	30607332	86	8820	\$1,750.35	116	30607209	116	8820	\$1,750.35
87	30607304	87	8820	\$1,750.35	117	30607210	117	8820	\$1,750.35
88	30607305	88	8820	\$1,750.35	118	30607211	118	8820	\$1,750.35
89	30607306	89	8820	\$1,750.35	119	30607212	119	8820	\$1,750.35
90	30607307	90	8820	\$1,750.35	120	30607213	120	8820	\$1,750.35
91	30607308	91	8820	\$1,750.35	121	30607325	121	8820	\$1,750.35
92	30607309	92	8820	\$1,750.35	122	30607326	122	8820	\$1,750.35
93	30607333	93	8820	\$1,750.35	123	30607327	123	8820	\$1,750.35
94	30607311	94	8820	\$1,750.35	124	30607328	124	8820	\$1,750.35
95	30607312	95	8820	\$1,750.35	125	30607329	125	8820	\$1,750.35
96	30607334	96	8820	\$1,750.35	126	30607330	126	8820	\$1,750.35
97	30607335	97	8820	\$1,750.35	127	30607110	127	8820	\$1,750.35
98	30607336	98	8820	\$1,750.35	128	30607109	128	8820	\$1,750.35
99	30607316	99	8820	\$1,750.35	129	30607108	129	8820	\$1,750.35
100	30607317	100	8820	\$1,750.35	130	30607107	130	8820	\$1,750.35
101	30607318	101	8820	\$1,750.35	131	30607106	131	8820	\$1,750.35
102	30607319	102	8820	\$1,750.35	132	30607105	132	8820	\$1,750.35
103	30607320	103	8820	\$1,750.35	133	30607104	133	8820	\$1,750.35
104	30607321	104	8820	\$1,750.35	134	30607103	134	8820	\$1,750.35
105	30607322	105	8820	\$1,750.35	135	30607102	135	8820	\$1,750.35
106	30607323	106	8820	\$1,750.35					

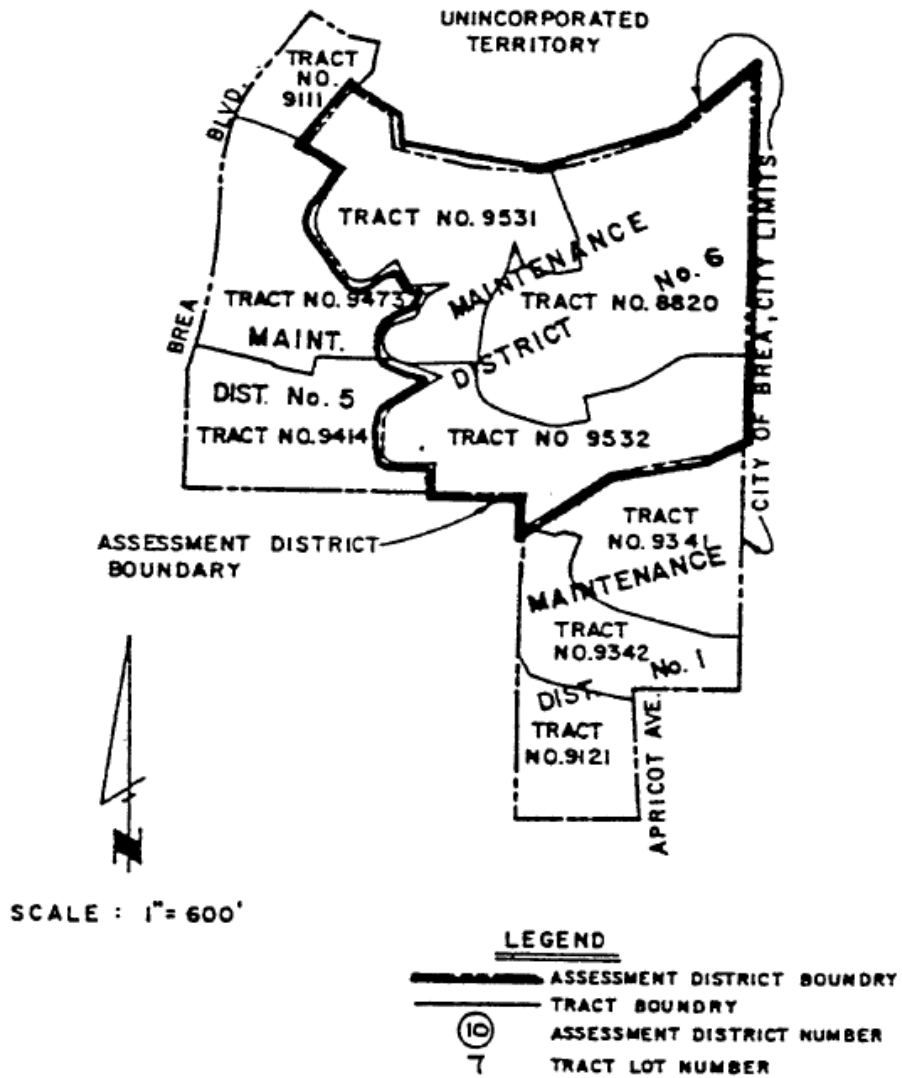
PART E

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 2026-27. The Assessor's maps and records are incorporated by reference herein and made part of this report.



135 PARCELS

SHEET 1 OF 10

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

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

SCALE: 1" = 80'
ACREAGE: 12.597
NO. OF LOTS: 42 AND LOTS A THRU F

DUPLICATE

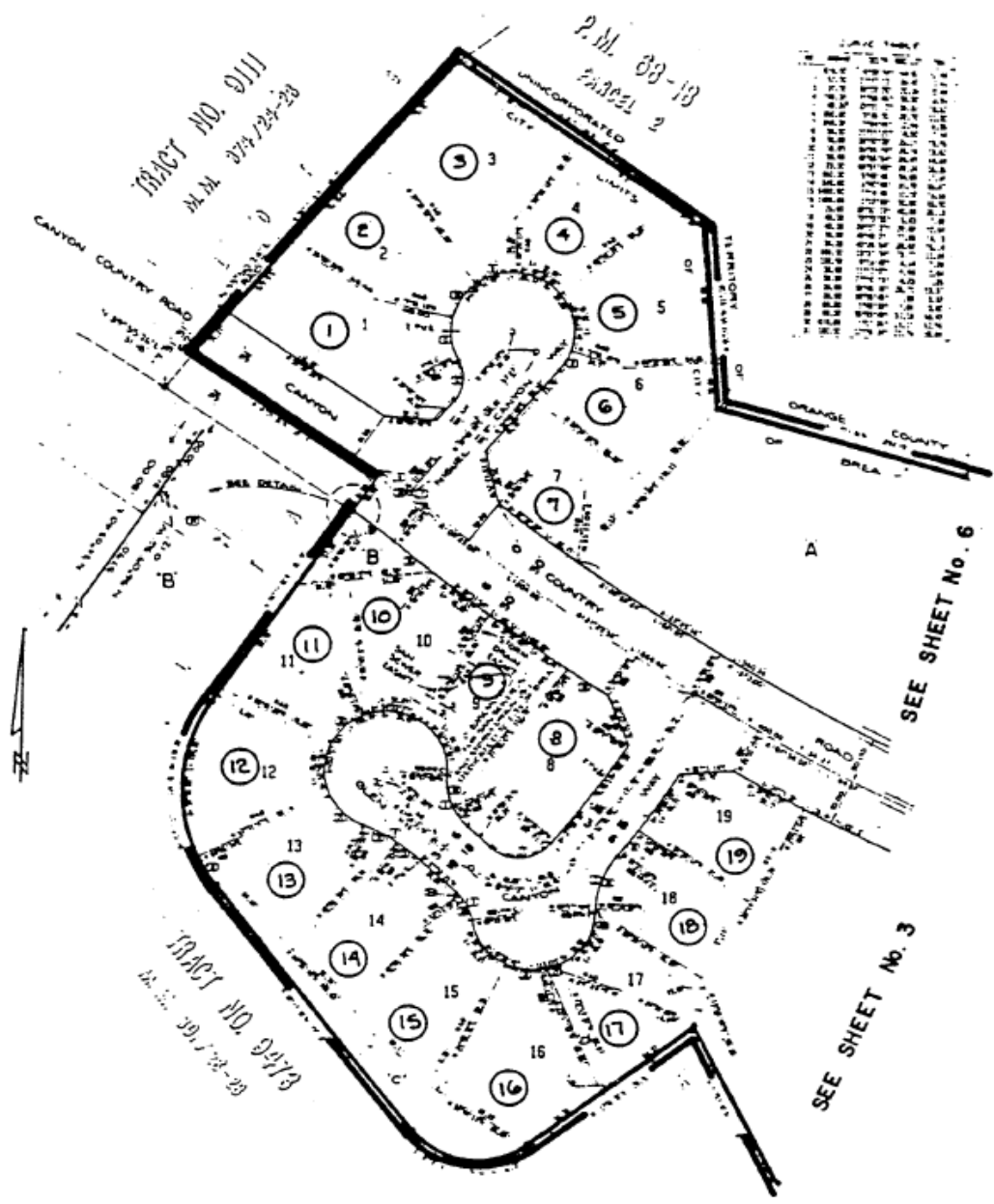
TRACT NO. 9531
IN THE CITY OF BREA
COUNTY OF ORANGE, STATE OF CALIFORNIA

38222
CALIFORNIA REGISTERED PROFESSIONAL ENGINEER
NO. 44822
STANLEY C. MORSE
CONSULTING CIVIL ENGINEER
1000 WEST GARDEN AVENUE
ANAHEIM, CALIFORNIA 92816

STANLEY C. MORSE, L.S. 3640

JUNE, 1977

STANLEY C. MORSE
CONSULTING CIVIL ENGINEERS



135 PARCELS

SHEET 2 OF 10

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

NO OF LOTS 42 AND LOTS A THRU F

TRACT NO. 9531
IN THE CITY OF BREA,
COUNTY OF ORANGE, STATE OF CALIFORNIA

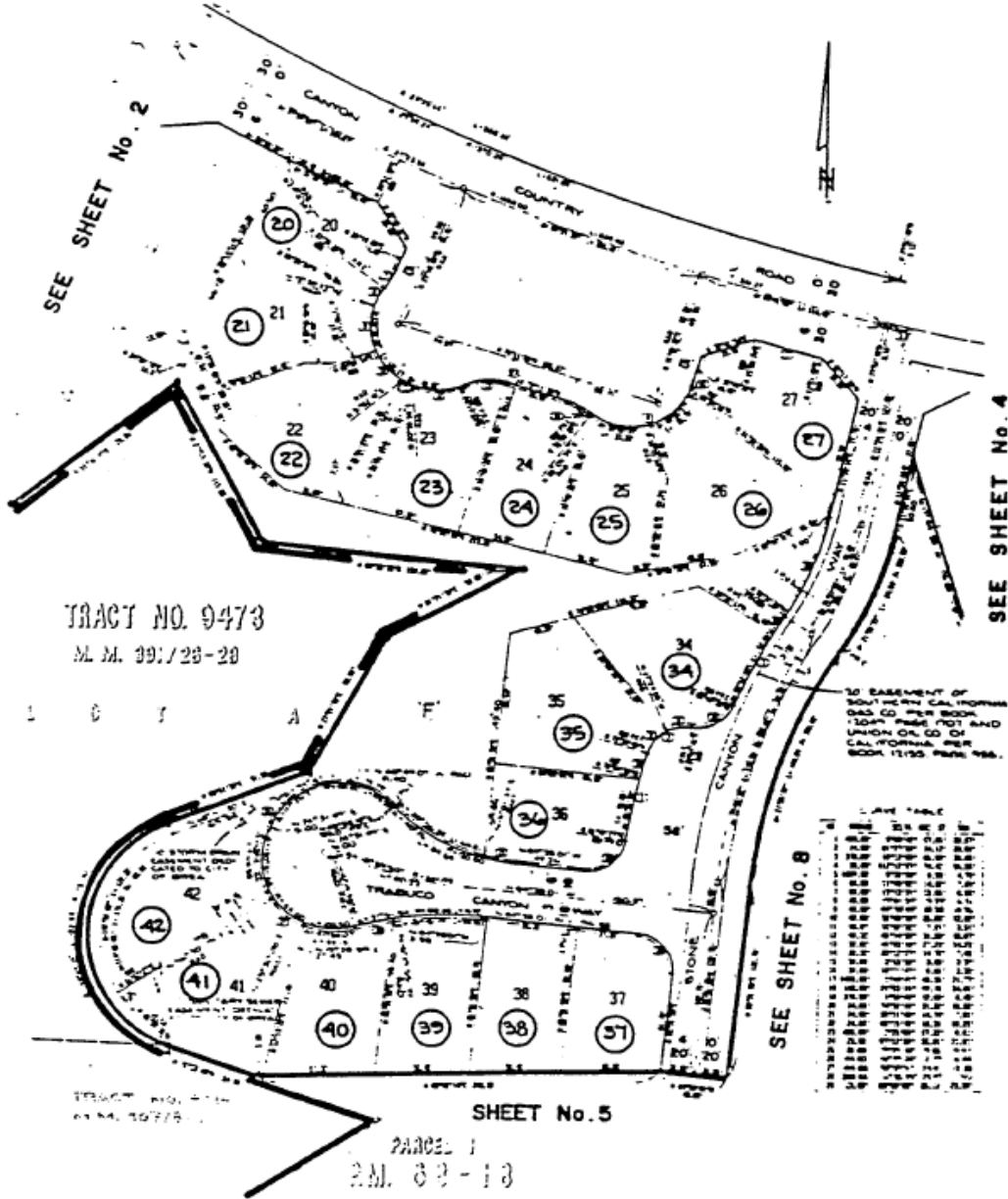
38222

RECORDED
DEC 19 1977
BY COUNTY CLERK
COUNTY OF ORANGE
STATE OF CALIFORNIA

STANLEY C MORSE, L.S. 3640

JUNE, 1977

STANLEY C MORSE
CONSULTING CIVIL ENGINEERS



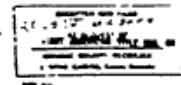
135 PARCELS

SHEET 3 OF 10

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

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

TRACT NO. 9531
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA

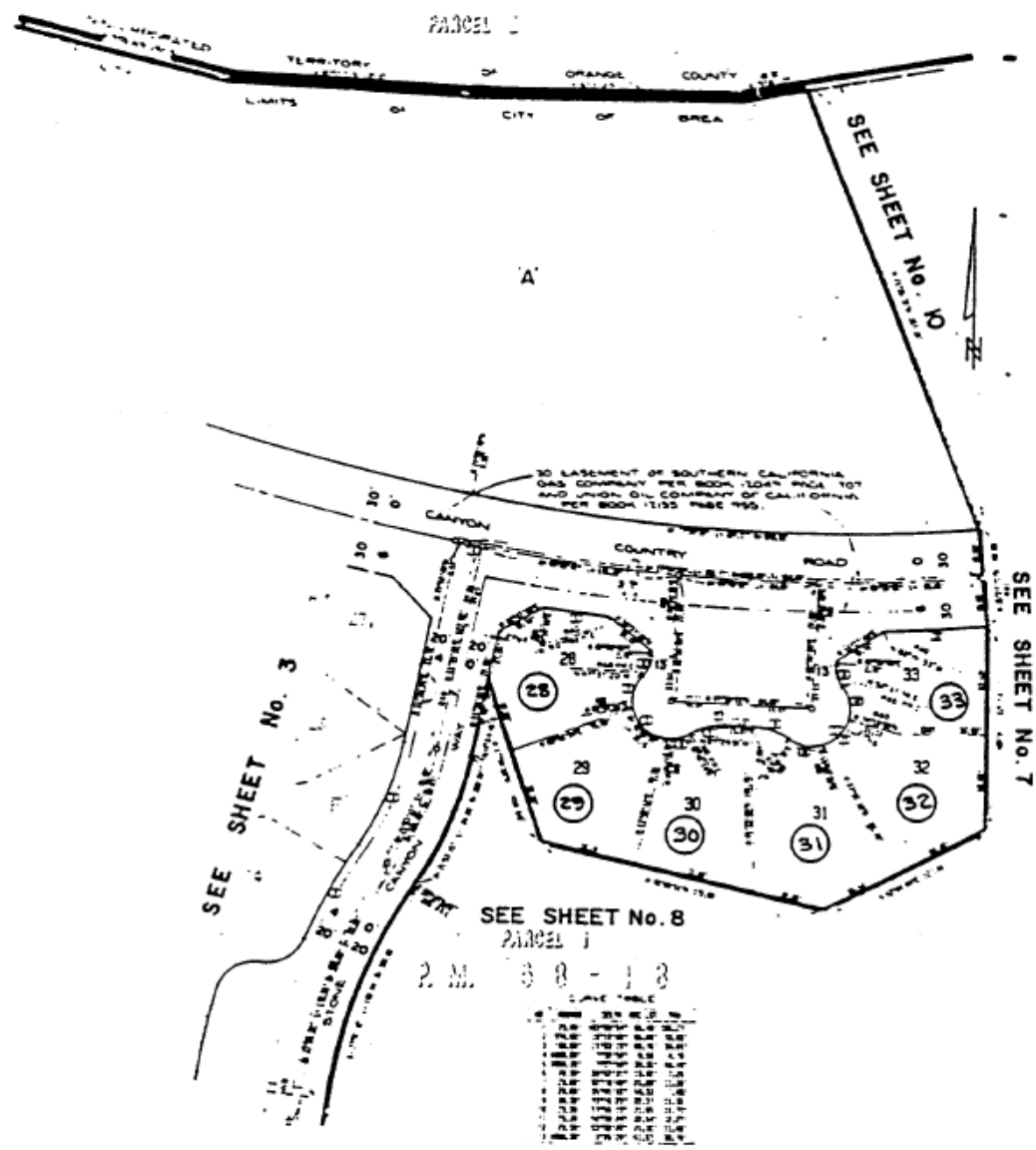


JUNE, 1977

STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS INC.

P.M. 08-13

PARCEL 1



SCALE: 1" = 100'
 ACRES: 18.033
 NO. OF LOTS: 57, AND LOTS
 A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z
 SHALL UNIT OF TENTATIVE
 TRACT NO. 8820

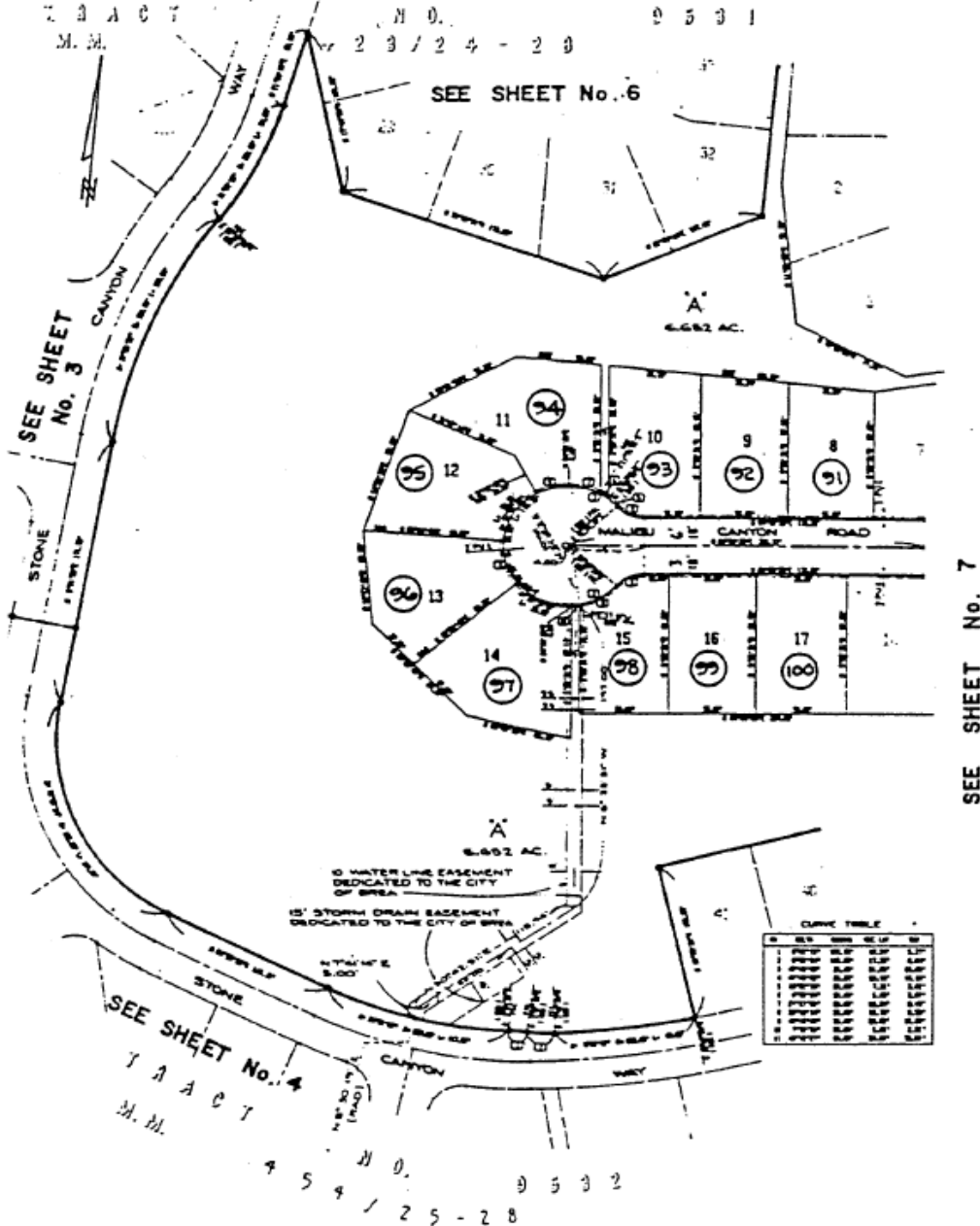
DUPLICATE
TRACT NO. 8820
 IN THE CITY OF BREA,
 COUNTY OF ORANGE, STATE OF CALIFORNIA.

5375
 STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS, INC.
 10000 BREA BLVD., SUITE 200
 BREA, CALIFORNIA 92621
 (714) 861-1111

STANLEY C. MORSE, L.S. 3640

AUGUST, 1977

STANLEY C. MORSE
 CONSULTING CIVIL ENGINEERS, INC.



135 PARCELS

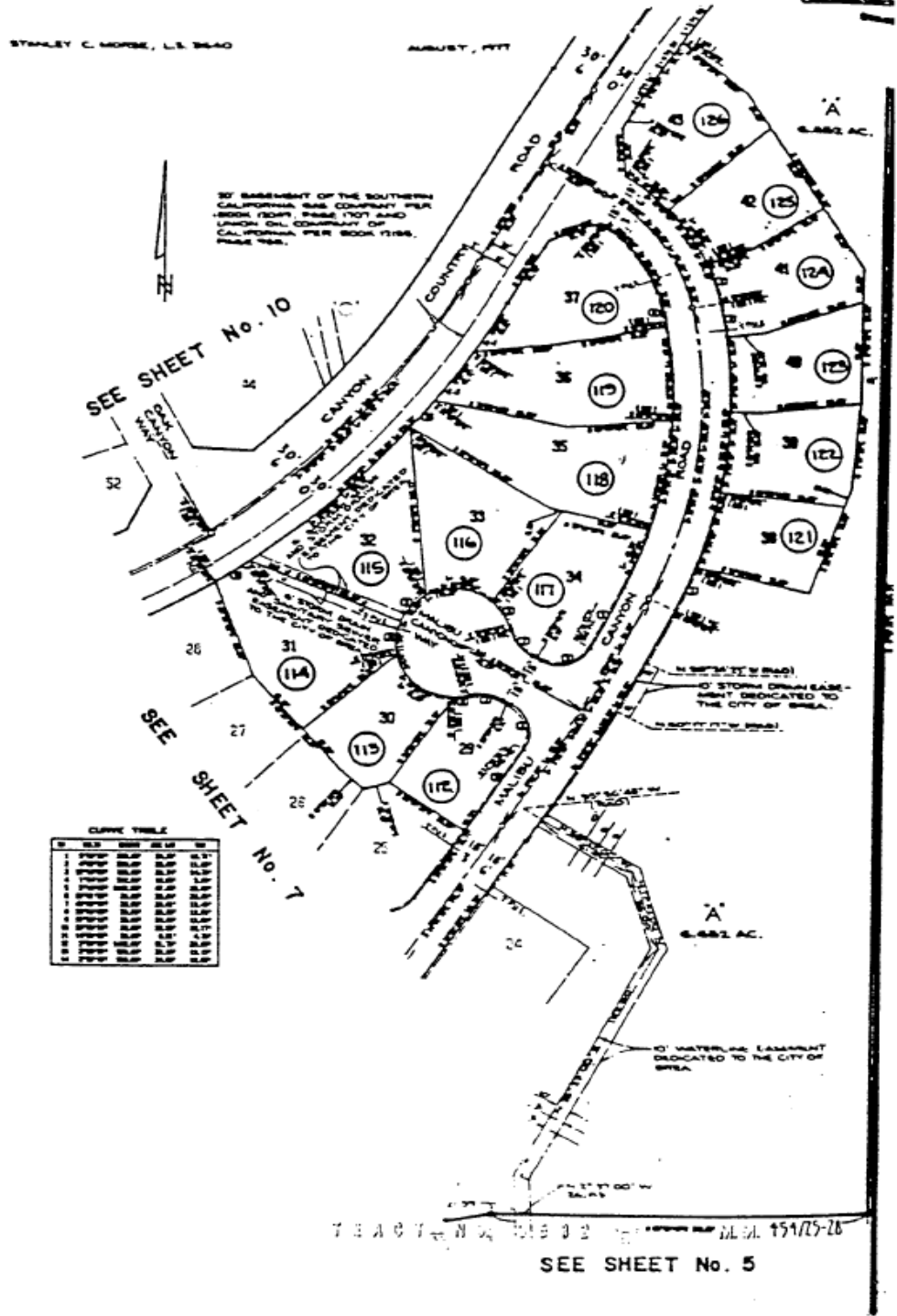
SHEET 8 OF 10

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

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

STANLEY C. MORSE, L.S. 3640

AUGUST, 1977

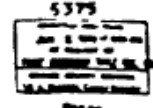


135 PARCELS **SHEET 9 OF 10**

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

ALTERNATE: 18.033
 NO. OF LOTS: 52 AND LOTS
 1-12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52
 F.S.L. UNIT OF REPRESENTATIVE
 TRACT NO 8820
 STANLEY C. MORSE, S.E.

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



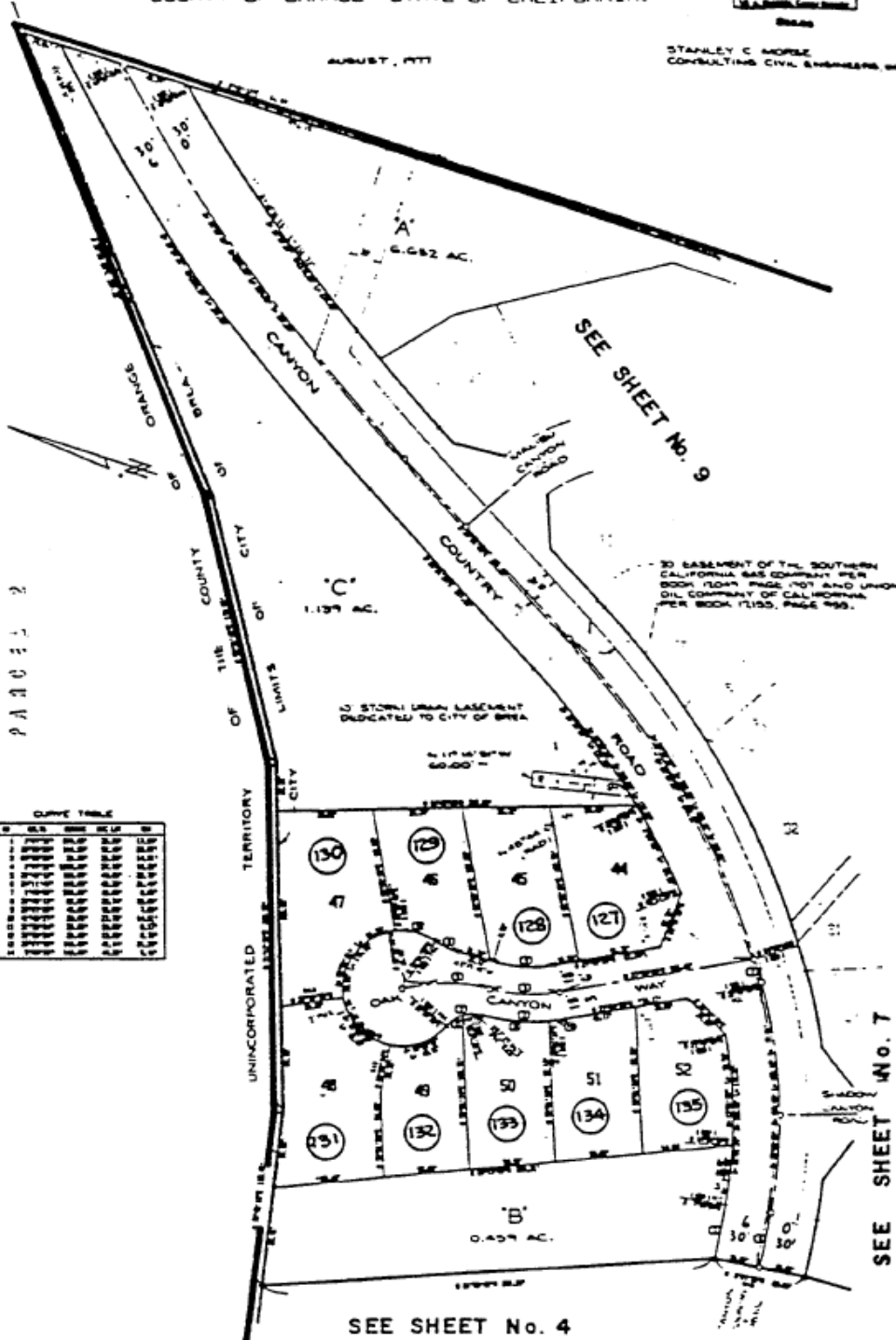
AUGUST, 1971

STANLEY C. MORSE
 CONSULTING CIVIL ENGINEER, INC.

P.M. 08/18

PAGE 2

NO.	DESCRIPTION
1	ASPHALT DRIVE
2	GRAVEL DRIVE
3	GRAVEL DRIVE
4	GRAVEL DRIVE
5	GRAVEL DRIVE
6	GRAVEL DRIVE
7	GRAVEL DRIVE
8	GRAVEL DRIVE
9	GRAVEL DRIVE
10	GRAVEL DRIVE
11	GRAVEL DRIVE
12	GRAVEL DRIVE
13	GRAVEL DRIVE
14	GRAVEL DRIVE
15	GRAVEL DRIVE
16	GRAVEL DRIVE
17	GRAVEL DRIVE
18	GRAVEL DRIVE
19	GRAVEL DRIVE
20	GRAVEL DRIVE
21	GRAVEL DRIVE
22	GRAVEL DRIVE
23	GRAVEL DRIVE
24	GRAVEL DRIVE
25	GRAVEL DRIVE
26	GRAVEL DRIVE
27	GRAVEL DRIVE
28	GRAVEL DRIVE
29	GRAVEL DRIVE
30	GRAVEL DRIVE
31	GRAVEL DRIVE
32	GRAVEL DRIVE
33	GRAVEL DRIVE
34	GRAVEL DRIVE
35	GRAVEL DRIVE
36	GRAVEL DRIVE
37	GRAVEL DRIVE
38	GRAVEL DRIVE
39	GRAVEL DRIVE
40	GRAVEL DRIVE
41	GRAVEL DRIVE
42	GRAVEL DRIVE
43	GRAVEL DRIVE
44	GRAVEL DRIVE
45	GRAVEL DRIVE
46	GRAVEL DRIVE
47	GRAVEL DRIVE
48	GRAVEL DRIVE
49	GRAVEL DRIVE
50	GRAVEL DRIVE
51	GRAVEL DRIVE
52	GRAVEL DRIVE



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 2026-27

Submitted by:

**Michael Ho
Director of Public Works**

April 21, 2026

TABLE OF CONTENTS

	Page
Letter of Transmittal	
Report	
Introduction and Background.....	1
Part A - Plans and Specifications	2
Part B - Estimate of Cost.....	3
Part C - Method of Apportionment of Assessment.....	4
Part D - Assessment Roll	6
Part E - Assessment District Boundary	8



April 21, 2026

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

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

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

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 2026-27, as described in Part A, are summarized herein and described below.

MAINTENANCE DISTRICT # 7 - ANNUAL COST FACTORS

Acct #	Description	FY 26-27 Est.
1. Fixed Costs		Expenses
4111	Salaries & Benefits	\$7,090
4113	Overtime	\$150
4243	Engineering	\$0
4244	Legal	\$75
4412	Property Tax Collection	\$105
	Fixed Costs Totals	\$7,420
2. ROUTINE COSTS		
4211	Postage	\$48
4249	Professional Svc-Other	\$2,500
4261	Svc & Repair Equip (4261)	\$102
4266	Contract Grounds Maintenance	\$14,950
4269	Bldg. & Equipment Svc.	\$102
4285	Water	\$8,000
4337	Electrical Supplies	\$200
4339	Construction & Maintenance	\$0
5800	Insurance and Other Expenses	\$625
	Routine Costs Totals	\$26,527
	Total Costs (Fixed & Routine)	\$33,947
	Est. Fund Balance as of 1-Jul-2026	\$11,484
	Projected Reserve Balance 30-Jun-2027	\$12,584
	FY 2026-27 Annual Assessments	\$35,047

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."

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:

$$\$35,047.68 / 96 \text{ SFR's} = \$365.08 / \text{SFR}$$

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, Long Beach and Anaheim 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 2026-27 is 3.2%.

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
FY 2024-25	3.5%	\$377.86 / SFR
FY 2025-26	3.3%	\$390.33 / SFR
FY 2026-27	3.2%	\$402.82 / SFR

PART D ASSESSMENT ROLL

The amount of the total proposed assessment for Fiscal Year 2026-27 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	\$365.08	39	29643133	18	14657	\$365.08
2	29643114	2	14658	\$365.08	40	29633150	1	15070	\$365.08
3	29643115	3	14658	\$365.08	41	29633149	2	15070	\$365.08
4	29643116	4	14658	\$365.08	42	29633148	3	15070	\$365.08
5	29643117	5	14658	\$365.08	43	29633147	4	15070	\$365.08
6	29643118	6	14658	\$365.08	44	29633146	5	15070	\$365.08
7	29643119	7	14658	\$365.08	45	29633145	6	15070	\$365.08
8	29643120	8	14658	\$365.08	46	29633144	7	15070	\$365.08
9	29643121	9	14658	\$365.08	47	29643143	8	15070	\$365.08
10	29643101	10	14658	\$365.08	48	29633141	9	15070	\$365.08
11	29643102	11	14658	\$365.08	49	29633140	10	15070	\$365.08
12	29643103	12	14658	\$365.08	50	29633139	11	15070	\$365.08
13	29643104	13	14658	\$365.08	51	29633138	12	15070	\$365.08
14	29643105	14	14658	\$365.08	52	29633137	13	15070	\$365.08
15	29643106	15	14658	\$365.08	53	29633134	14	15070	\$365.08
16	29643107	16	14658	\$365.08	54	29633133	15	14657	\$365.08
17	29643108	17	14658	\$365.08	55	29633132	16	14657	\$365.08
18	29643109	18	14658	\$365.08	56	29633131	17	14657	\$365.08
19	29643110	19	14658	\$365.08	57	29633130	18	14657	\$365.08
20	29643111	20	14658	\$365.08	58	29633129	19	14657	\$365.08
21	29643112	21	14658	\$365.08	59	29633128	20	14657	\$365.08
22	29643134	1	14657	\$365.08	60	29633126	21	14657	\$365.08
23	29643135	2	14657	\$365.08	61	29633125	22	14657	\$365.08
24	29643136	3	14657	\$365.08	62	29633124	23	14657	\$365.08
25	29643137	4	14657	\$365.08	63	29633123	24	14657	\$365.08
26	29643138	5	14657	\$365.08	64	29633122	25	14657	\$365.08
27	29643139	6	14657	\$365.08	65	29633121	26	14657	\$365.08
28	29643140	7	14657	\$365.08	66	29633120	27	14657	\$365.08
29	29643141	8	14657	\$365.08	67	29644104	1	14656	\$365.08
30	29643142	9	14657	\$365.08	68	29644105	2	14656	\$365.08
31	29643143	10	14657	\$365.08	69	29644106	3	14656	\$365.08
32	29643126	11	14657	\$365.08	70	29644107	44	14656	\$365.08
33	29643127	12	14657	\$365.08	71	29644108	5	14656	\$365.08
34	29643128	13	14657	\$365.08	72	29644109	6	14656	\$365.08
35	29643129	14	14657	\$365.08	73	29644110	7	14656	\$365.08
36	29643130	15	14657	\$365.08	74	29644111	8	14656	\$365.08
37	29643131	16	14657	\$365.08	75	29644112	9	14656	\$365.08
38	29643132	17	14657	\$365.08	76	29644113	10	14656	\$365.08

AD#	APN	Lot	Tract	Asmt
77	29644114	11	14656	\$365.08
78	29644115	12	14656	\$365.08
79	29644116	13	14656	\$365.08
80	29644117	14	14656	\$365.08
81	29644118	15	14656	\$365.08
82	29644119	16	14656	\$365.08
83	29644120	17	14656	\$365.08
84	29644121	18	14656	\$365.08
85	29644122	19	14656	\$365.08
86	29644123	20	14656	\$365.08
87	29644124	21	14656	\$365.08
88	29644125	22	14656	\$365.08
89	29644126	23	14656	\$365.08
90	29644127	24	14656	\$365.08
91	29644128	25	14656	\$365.08
92	29644129	26	14656	\$365.08
93	29644130	27	14656	\$365.08
94	29644101	28	14656	\$365.08
95	29644102	29	14656	\$365.08
96	29644103	30	14656	\$365.08

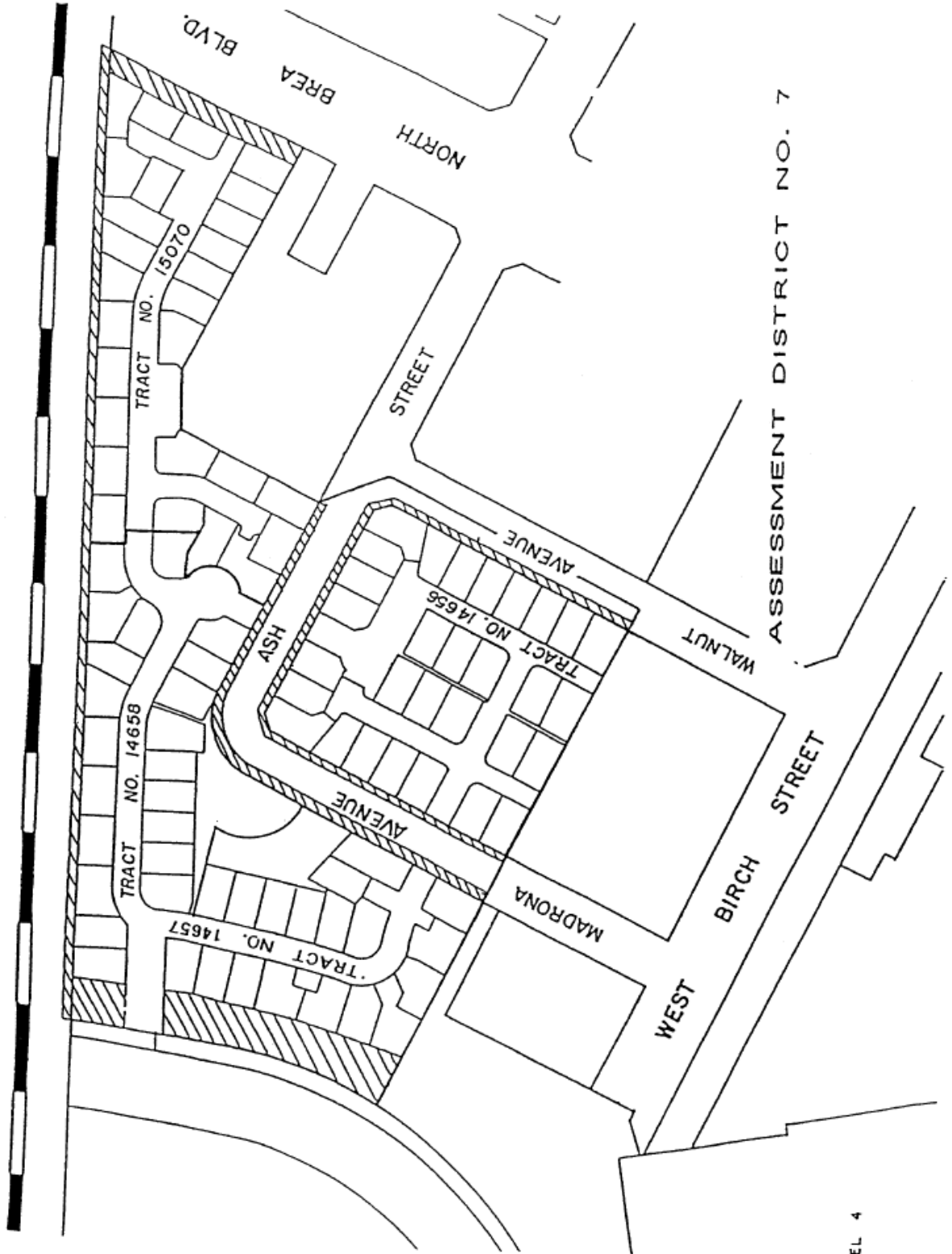
PART E

ASSESSMENT DISTRICTS' BOUNDARIES

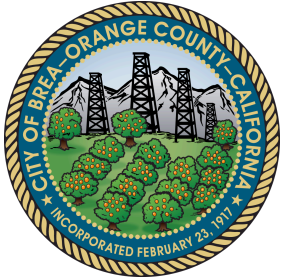
A diagram of the boundaries of Landscape and Lighting Maintenance District No. 7 is included herein.

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 2026-27. The Assessor's maps and records are incorporated by reference herein and made part of this report.



REL 4



CITY of BREA

Finance Committee Communication
 May 26, 2026
 Item No. 3B.

Rejection of Bids for the Arovista Park Parking Lot Paving, CIP Project No. 7978

TO	PREPARED BY
Finance Committee Members	Bryan Hong, Assistant City Engineer
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council take the following actions:

1. Reject all bids and direct City Clerk to return all Bid Bonds to bidders; and
2. Amend the FY 2025-27 Capital Improvement Program Budget to transfer funds from Fund 290 (CDBG) to CIP 7978 (Arovista Park Modernization)

BACKGROUND/DISCUSSION

The Arovista Park Parking Lot Paving Project, CIP Project No. 7978 (“Project”) is located on the east side of Arovista Park, to the south of the intersection of Sievers Avenue and W. Elm Street (see Attachment A for reference). This parking lot also serves the Brea Senior Center and Boys & Girls Club of Brea-Placentia-Yorba Linda. The parking lot has been gradually deteriorating, and this facility is currently in need of pavement rehabilitation. The Project generally consists of, but is not limited to, mobilization, grind-and-overlay of existing pavement, asphalt concrete deep lift, concrete wheel stops, signage, and striping.

On July 17, 2025, staff advertised the Project plans and specifications (“Bid Documents”), on Public Purchase and in the Orange County Register. A hard copy of the Bid Documents is available at the City Clerk’s office for review (see Attachment B for reference). One addendum was issued during the bid period to clarify questions from bidders.

On August 7, 2025, City staff received fifteen (15) bid proposals (See Bid Result Table below for summary). Soon thereafter, staff tabulated the bid proposals and determined that the apparent low bid amount was \$124,570.00 from LCR Earthwork & Engineering from Jurupa Valley, CA. The Engineer’s Estimate was \$150,000. Staff evaluated LCR Earthwork & Engineering’s bid proposal and determined it to be a responsive and responsible bid. Staff planned for the Project to begin construction following the completion of the Arovista Park Modernization Project.

Bid Result Table

BIDDER NAME	BID AMOUNT
LCR Earthwork & Engineering	\$124,570.00
Terra Pave, Inc.	\$ 133,875.00
Cali State Paving, Inc.	\$ 137,700.00
All American Asphalt	\$ 138,230.00
Onyx Paving Company, Inc.	\$ 142,000.00
Copp Contracting, Inc.	\$ 145,971.70
Palp, Inc. DBA Excel Paving Company	\$ 149,870.00
NPG Corporation	\$ 156,678.00
Prestige Paving Company, Inc.	\$ 162,870.60
We R Builders	\$ 166,155.00
Pub Construction, Inc.	\$ 178,070.00
Estate Design and Construction	\$ 193,500.00
R.J. Noble Company	\$ 216,658.25
Kas Construction & Engineering	\$ 247,775.00
G.E. Construction Contractors, Inc.	\$ 835,378.60

In 2025, the Fiscal Year 2026-27 Community Development Block Grant (CDBG) Public Facilities & Improvements application cycle solicited waitlist projects. On January 20, 2026, City Council approved applications for participation in the Community Development Block Grant (CDBG) Program. On February 17, 2026, City received notice that the grant application for repaving the Brea Senior Center Parking Lot was recommended for funding (see Attachment C for reference). On April 28, 2026, the County of Orange Board of Supervisors approved grant funding and executed the contract with County of Orange Community Resources.

To utilize the grant funds for the Project, City staff recommends that City Council reject all bids and return the Bid Bonds to the bidders. If approved, City staff will revise the Bid Documents to include federal procurement requirements and re-advertise the Project at a later date. In addition, staff recommends that City Council amend the FY 2025-27 Capital Improvement Program Budget to transfer funds from Fund 290 (CDBG) to CIP 7978 (Arovista Park Modernization).

FISCAL IMPACT/SUMMARY

There is no fiscal impact to the General Fund. Due to the recent award of grant funding for the Project, staff recommends that the City Council reject all bids, return all bid bonds, and amend the Capital Improvement Program Budget to allocate the grant funds for the construction of the Project.

Attachments

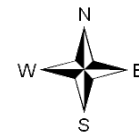
[Attachment A - Location Map.pdf](#)

[Attachment B - Bid Documents.pdf](#)

[Attachment C - Brea Award Letter.pdf](#)



Attachment A – Location Map



Not to scale

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

for the

**AROVISTA PARK PARKING LOT PAVING
PROJECT NO. 7978**

in the

CITY OF BREA



**One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667**

**BIDS DUE:
August 7, 2025
2:00 PM, 3rd FLOOR
City Clerk's Office**

**MICHAEL HO, PE
PUBLIC WORKS DIRECTOR**

Approved by:

**Michael S. Ho, Director of Public Works
R.C.E. No. 70299 Exp. 9/30/26**

Date

NOTE: *If there are any questions relative to this project, please call Eric Aulls at (714) 990-7789.*

<p>CITY OF BREA PUBLIC WORKS DEPARTMENT One Civic Center Circle BREA, CALIFORNIA 92821 (714) 990-7667</p>

TABLE OF CONTENTS

SECTION A

NOTICE INVITING SEALED BIDSA-1

SECTION B..... B-1

INSTRUCTIONS TO BIDDERS B-1

- 1. Proposal Forms B-1
- 2. Proposal Guarantee B-1
- 3. Proposal Signature B-1
- 4. Delivery Of Proposal B-2
- 5. Return Of Proposal Guarantees B-2
- 6. Taxes B-2
- 7. Disqualification Of Bidders B-2
- 8. Contractor's License Requirement B-2
- 9. Registration with the Department of Industrial Relations B-3
- 10. References B-3
- 11. Listing Of Subcontractors B-3
- 12. Discrepancies And Misunderstandings B-3
- 13. Equivalent Materials B-3
- 14. Legal Responsibilities B-4
- 15. Award Of Contract B-4
- 16. Material Guarantee B-4
- 17. Execution Of Contract B-4
- 18. Submission of Bonds And Insurance B-5
- 19. Addenda B-5
- 20. Blank B-5
- 21. Questions to the Engineer B-5
- 22. RFI (SEE NEXT PAGE) B-5
- RFI Form B-6

SECTION C	C-1
PROPOSAL	C-1
LIST OF SUBCONTRACTORS	C-4
NON-COLLUSION AFFIDAVIT TO BE SUBMITTED WITH PROPOSAL	C-5
BIDDERS STATEMENT OF "ANTI-KICKBACK" REQUIREMENTS	C-6
UTILITY AGREEMENT	C-7
DISQUALIFICATION QUESTIONNAIRE	C-8
COMPENSATION INSURANCE CERTIFICATE	C-9
BIDDER'S INFORMATION	C-10
RESPONSIBLE BIDDER'S SUPPLEMENTAL QUESTIONNAIRE	C-12
BIDDER'S BOND	C-16
SECTION D	D-1
SAMPLE CONTRACT	D-1
SECTION E	E-1
SPECIAL PROVISIONS	E-1
PART 1 GENERAL PROVISIONS	E-2
SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	E-2
1-2 TERMS AND DEFINITIONS	E-2
SECTION 2 SCOPE AND CONTROL OF WORK	E-3
2-1 AWARD AND EXECUTION OF THE CONTRACT	E-3
2-3 SUBCONTRACTS.....	E-3
2-4 CONTRACT BONDS	E-3
2-5 PLANS AND SPECIFICATIONS	E-3
2-6 WORK TO BE PERFORMED.....	E-4
2-9 SURVEYING	E-5
2-10 AUTHORITY OF BOARD AND ENGINEER.....	E-6
2-11 INSPECTION.....	E-6
SECTION 3 CHANGES IN WORK	E-7
3-3 EXTRA WORK.....	E-7
SECTION 4 CONTROL OF MATERIALS	E-8
4-1 MATERIALS AND WORKMANSHIP	E-8
SECTION 5 UTILITIES	E-10
5-1 LOCATION.....	E-10
5-4 RELOCATION.....	E-10

5-5 DELAYS	E-10
5-7 UTILITY MARKINGS	E-11
SECTION 6 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK..	E-12
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK ..	E-12
6-2 PROSECUTION OF WORK	E-12
6-7 TIME OF COMPLETION.....	E-14
6-9 LIQUIDATED DAMAGES.....	E-14
SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR.....	E-15
7-2 THE CONTRACTOR'S EQUIPMENT AND FACILITIES	E-15
7-2 LABOR.....	E-15
7-3 LIABILITY INSURANCE.....	E-15
7-5 PERMITS	E-16
7-8 WORK SITE MAINTENANCE	E-17
7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.....	E-20
7-10 PUBLIC CONVENIENCE AND SAFETY.....	E-20
SECTION 9 MEASUREMENT AND PAYMENT.....	E-22
9-3 PAYMENT.....	E-22
PART 2 CONSTRUCTION MATERIALS.....	E-24
ROCK MATERIALS	E-24
BITUMINOUS MATERIALS	E-26
PART 3 CONSTRUCTION METHODS.....	E-27
EARTHWORK	E-27
ROADWAY SURFACING	E-29

APPENDICES

APPENDIX A: PROJECT PLANS

APPENDIX B: PERFORMANCE BOND

APPENDIX C: PAYMENT BOND

APPENDIX D: WARRANTY BOND

SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on August 7, 2025.**

1. Project Name: AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978

The work to be constructed hereunder is located on Sievers Avenue fronting the Brea Senior Center and Arovista Park in the City of Brea, California. The project generally consists of, but is not limited to, grinding and overlaying existing street pavement, other improvements and work as defined within the Specifications and as shown on the Plans.

2. Obtaining Bid Documents: A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from the CIPList.com. All bidders shall register with CIPList.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. Bid Opening: Bids will be publicly opened and read at reasonable time following the time stated above in the City Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **2:00 p.m. on August 7, 2025.** Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"SEALED BID AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978, DO NOT OPEN WITH REGULAR MAIL"**.

4. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License Class "A" (General Engineering) or Class "C-12" (Earthwork and Pavement Contractor) or combination thereof with the use of subcontractors with the required CA license to perform each specific Scope of Work as listed in the Proposal Section C of the Specifications at time of Bid.** Failure to possess such license(s) at time of Bid may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

5. Self-Performance Percentage: The Prime Contractor bidding on this Project shall self-perform a minimum of 30% of the Scope of Work.

6. Registration with the Department of Industrial Relations: The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

7. Prevailing Wages: In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. These documents can be obtained from the State at the following website: <http://www.dir.ca.gov/OPRL/pwd/>. It shall be mandatory upon the Contractor to

whom the construction contract is awarded and upon any subcontractor under it to pay not less than the State prevailing rates to all workers employed by them in the execution of the Construction Contract.

8. Bid Security: Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable.

9. Payment Bond and Performance Bond: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

10. Retention: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

11. Contact Person: Questions regarding this Notice Inviting Bids shall be directed to: **Michael Ho, Public Works Director at (714) 990-7698 or email: michaelh@cityofbrea.gov.**

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk, Third Floor City Hall, One Civic Center Circle, Brea, California, which shall be endorsed with the Project Title and Project Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

“SEALED BID”

for

**AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978
in the**

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return Of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

7. Disqualification Of Bidders

In the event that any bidder acting as a direct contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder. While doing so, may also submit a formal proposal as a direct contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license as stated in Section A “Notice Inviting Sealed Bids”.

9. Registration with the Department of Industrial Relations

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

11. Listing of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

12. Discrepancies and Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications, and other contract documents, and by any other means they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the Work must be performed. No bidder shall, at any time after submission of a proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

13. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

14. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

15. Award Of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

16. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

17. Execution Of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the Notice of Intent to Award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

18. Submission of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within **10 working days** from the date of the Notice of Intent to Award for the Contract. Prior to issuance of Notice to Proceed, the AGENCY must be furnished with a Policy endorsement as required in the sample agreement depicted in Section D.

19. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the AGENCY.

20. Blank

21. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to **ten (10) working days** prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

22. See Next Page

For Requests for Interpretation (RFI), the Bidder shall use the form on the following page for submittal in writing.

CITY OF BREA

**AROVISTA PARK PARKING LOT PAVING
AMERICANS WITH DISABILITIES ACT (ADA)
RAMP & PARKING COMPLIANCE PROJECT NO. 7978**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

TO A/E:

SECTION C

PROPOSAL

CITY OF BREA AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978

in the

CITY OF BREA

TO THE PUBLIC WORKS DIRECTOR OF BREA:

In compliance with the Bid Package, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **10 working days**, starting from the date of the Notice to Proceed.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find _____ in the amount of \$ _____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

BID FORM
AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978

Bidder: _____

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	LS	1	\$	\$
2.	Cold Mill 1.5" Depth AC Pavement	SF	37,000	\$	\$
3.	Unclassified Excavation	CY	45	\$	\$
4.	Place with AC Base Course for 3.5" AC Deeplift Sections (Type B PG 64-10)	TON	90	\$	\$
5.	Crack Seal	LS	1	\$	\$
6.	1.5" PG 64-10 Asphalt Leveling Course	TON	345	\$	\$
7.	Concrete Wheel Stops	EA	10	\$	\$
8.	Parking Lot Traffic Striping, Legends, Red Curb Painting, and ADA Parking Layout Signs and Painting	LS	1	\$	\$

	Total: Bid in Figures: \$
	Total: Bid in Words:

1. Bidders must satisfy themselves by personal examination of the work site, plans, Specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

_____ **(Bidder Initial)**

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

<i>Bid Item (s) Number</i>	<i>(in \$1,000) and % Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Signature of Bidder

Address of Bidder

Subscribed and sworn to before me this _____ day of _____, 20 ____ .

NOTARY PUBLIC _____

NOTARY SEAL

BIDDER’S STATEMENT REGARDING “ANTI-KICKBACK” REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland “Anti-Kickback” Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **AROVISTA PARK PARKING LOT PAVING PROJECT NO. 7978**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor

By

Title

Date: _____

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City,

State

Zip

()

Telephone Number

Email

DIR Registration Number

State Contractor's License Original Date Issued

Expiration Date

The work site was inspected by _____ of our office on _____, 20__.

The following are persons, firms, and corporations having a principal interest in this proposal:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned is prepared to satisfy the Council of the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Company Name

Signature of Bidder

Printed or Typed Signature

Subscribed and sworn to before me this ___ day of _____, 20__ .

NOTARY PUBLIC _____

NOTARY SEAL

Responsible Bidder – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ Years

2. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

Case Number

Bankruptcy Court

Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

6. Has your firm ever defaulted on a construction contract?

Yes No

If “yes,” explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

Yes No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes No

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes No

If “yes,” on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state’s** prevailing wage laws?

Yes No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder’s proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on _____.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Principal

Surety

By: _____

SECTION D

SAMPLE CONSTRUCTION AGREEMENT AROVISTA PARK PARKING LOT PAVING CIP PROJECT NO. 7978

This Construction Agreement (“Agreement”) is dated _____, 20__ for reference purposes and is executed by the City of Brea, a California municipal corporation, and [contractor name], a [state] [type of entity] (“Contractor”). Contractor’s CSLB license number is _____. Contractor’s DIR registration number is _____.

RECITALS

- A. City duly solicited, received, publicly opened, and declared bids for the following public works project: **AROVISTA PARK PARKING LOT PAVING, CIP PROJECT NO. 7978** (“Project”).
- B. City selected Contractor as the lowest responsive and responsible bidder for the Project.
- C. The parties are executing this Agreement to provide for Contractor’s furnishing of labor, equipment, and material for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, City and Contractor hereby agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment and shall do the work for the construction of the **AROVISTA PARK PARKING LOT PAVING, CIP PROJECT NO. 7978** (“Project”). Such work shall be performed in accordance with contract documents for this Project on file in the office of the City Engineer and in accordance with bid prices, plans, and specifications more fully described in Section 4, below, and in accordance with the instructions of the Public Works Director (collectively, “Work”). Contractor shall at all times comply with applicable laws and City policies.

2. **CONTRACT PRICE AND PAYMENT:**

A. As total and complete compensation for satisfactorily completing the Work, City shall pay to Contractor the prices set forth in Contractor’s bid amount of \$ _____. Progress payments shall be made for each portion of the Work satisfactorily completed. Notwithstanding the foregoing, City shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

B. At the written request and expense of Contractor, securities equivalent to any moneys withheld by City to ensure performance of this Agreement shall be deposited with City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor. Alternatively, Contractor may request that City make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor.

C. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from City pursuant to the terms of this Section. Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which the parties agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

D. If Contractor elects to receive interest on moneys withheld in retention by City, then Contractor shall, at the request of any subcontractor performing more than five percent of Contractor's total bid amount, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d).

E. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

3. CUSTOMER CARE: Contractor, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with City staff, residents, businesses, visitors, or other contractors shall be reported by Contractor immediately to City. Contractor's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff. The parties may agree in advance to a single person contact, a representative of either City or Contractor, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The plans and specifications referenced in Section 1, above, the Notice Inviting Sealed Bids attached hereto, the Instructions to Bidders (including attachments), and, unless omitted from such Notice, the 2018 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications"), as amended by the Contract Documents, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Agreement is intended to require a complete and finished piece of work, and Contractor shall perform all work necessary to properly complete the Work and the Project in accordance with applicable laws, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this Agreement shall control.

5. COMPLETION DATE / LIQUIDATED DAMAGES:

A. Contractor shall complete the Project within **10** working days from the date of the Notice to Proceed.

B. Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond the Project Completion Date. City may deduct liquidated damages from any monies due or that may become due Contractor. Progress payments made after the completion date shall not constitute a waiver of liquidated damages.

6. TERMINATION:

A. City may terminate this Agreement for convenience without penalty at any time upon 30 days' written notice to Contractor. In such event, City shall pay Contractor for all services

satisfactorily rendered prior to date of termination, which in any case shall not exceed the total contract price, and such payment shall be in full satisfaction of all services rendered.

B. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause.

7. INSURANCE:

A. Contractor shall not commence work until it has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall take maintain the following policies of insurance:

i. Compensation insurance: Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Contractor may employ directly or through subcontractors in carrying out the Work, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents. In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Contractor, prior to commencing work, shall sign and file with City a certification as follows:

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

ii. For all operations of Contractor or any subcontractor in performing the Work, insurance with the following minimum limits and coverage:

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

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

c. Owner’s and Contractor’s Protective (occurrence) - for bodily injury, death, and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

d. Other required insurance, endorsement, or exclusions, as required by the Contract Documents.

B. The policies of insurance required in paragraph (A)(ii) above shall have no less than the following limits of coverage:

i. \$2,000,000 for bodily injury or death;

- ii. \$2,000,000 for property damage; and
- iii. The total of the limits specified in subsections (i) and (ii) above, where a combined single limit is provided.

C. Each such policy of insurance required in paragraph (A)(ii) above shall:

i. Be subject to no deductible amount unless otherwise provided, or approved in writing by City.

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

iii. Name as additional insureds City, its elected officials, officers, employees, attorneys, and agents, and any other parties including subcontractors, specified by City to be included.

iv. Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy.

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

vi. Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until 30 days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of such notice by registered letter.”

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

viii. Specify that the insurer waives all rights of subrogation against the named additional insureds.

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

x. Otherwise be in form satisfactory to City.

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

endorsements evidencing renewal of the required policies of insurance prior to their expiration of any required policies of insurance.

E. The insurance obligations under this Agreement shall be: (i) all the insurance coverage and/or limits carried by or available to Contractor; or (ii) 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 Contractor under this Agreement.

8. LABOR CODE COMPLIANCE:

A. Contractor acknowledges that the Work required is a “public work” as defined in Labor Code Section 1720 et seq. Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federally funded projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. Contractor shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

B. Pursuant to Labor Code Section 1775, Contractor and all subcontractors shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for work done under this Agreement by Contractor or, except as provided in Section 1775(b), by any subcontractor.

C. Contractor shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing the Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

D. Eight hours of labor shall constitute a legal day’s work for all workmen employed in the execution of this Agreement, and Contractor and all subcontractors shall comply with and be governed by the laws of the State of California having to do with working hours.

E. Contractor and all subcontractors shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or a subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the Labor Code.

F. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: (i) keep accurate payroll records

and verify such records in writing under penalty of perjury, as specified in Section 1776; (ii) certify and make such payroll records available for inspection as provided by Section 1776; and (iii) inform City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

G. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these statutes. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure each subcontractor's compliance, including conducting a periodic review of the certified payroll records of the subcontractor. Upon becoming aware of a failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure.

H. Contractor truthfully represents that at the time Contractor submitted its bid for this Project, and thereafter, Contractor possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the Contract Documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of Contractor to practice its trade(s) and complete the Project. Contractor agrees to not be debarred at any time through the duration of this Agreement. Contractor has investigated and represents and will ensure that all subcontractors possessed and now possess a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time Contractor's bid was submitted. All general building contractor licensees must comply with Business and Professions Code Section 7057. Contractor and all subcontractors must comply with business license requirements of City. Contractor shall not perform work with any debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

9. UNRESOLVED DISPUTES:

A. In the event that a dispute arises between the parties regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

B. All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104 et

seq., to the extent each is applicable. This Agreement hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any subcontractor must file a claim in accordance with the Government Claims Act as prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104 et seq. and Section 9204, as applicable, with respect to any asserted “claim,” as individually defined in those Sections.

10. ANTI-TRUST CLAIMS: In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further action or acknowledgment by the parties.

11. THIRD PARTY CLAIMS: Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

12. RIGHT TO AUDIT: City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

13. TRENCHING AND EXCAVATIONS:

A. If the Project involves trenching more than four feet deep, Contractor shall promptly and before the following conditions are disturbed notify City in writing of any: (i) material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall investigate the conditions, and if City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor’s cost of or the time required for performance of any part of the Work, City shall issue a change order.

B. In addition, whenever work under this Agreement involves an estimated expenditure in excess of \$25,000 for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City or by a registered civil or structural engineer employed by City to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer

employed by Contractor, and all costs therefor shall be included in the contract price herein for completion of the Work as set forth in this Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on City or on any City officer, agent, or employee. All plans, plan review, processing, and shoring costs are Contractor's financial and legal responsibility.

14. UTILITIES: City acknowledges its responsibilities under Government Code Section 4215 concerning existing utilities.

15. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by City. Contractor must strictly comply with all applicable requirements of Government Code Section 4216 et seq. Prior to commencement of the Work, Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor must provide City with every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project. Contractor shall be responsible for preserving the integrity of the existing underground utilities and elements at the site.

16. CONTRACTOR'S LIABILITY:

A. City and its officers, agents, and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work; or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for all damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work or at any time before its completion and final acceptance.

B. To the maximum extent permitted by law, Contractor will defend, indemnify, and hold City, its elected officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") free and harmless with respect to any and all actions, claims, liens, stop notices, damages to persons or property, penalties, obligations, and liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, breach of this Agreement, violation of the Labor Code or any other code or regulation, and/or activities of Contractor, its agents, employees, subcontractors, or invitees in or related to the performance of this Agreement (collectively, "Claims"), whether or not there is concurrent passive or active negligence on the part of any of the Indemnitees, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, as determined by a final court decision or agreement of the parties.

C. Contractor will defend any action or actions filed in connection with any Claims and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.

D. Contractor will promptly pay any judgment rendered against Contractor or any of the Indemnitees as a result of any Claims, and Contractor agrees to indemnify and save and hold the Indemnitees harmless therefrom.

E. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against Contractor in connection with any Claims, Contractor shall pay to the Indemnitees any and all costs and expenses incurred by the Indemnitees in such action or proceeding together with actual attorneys' fees.

F. So much of the money due to Contractor under and by virtue of this Agreement, as shall be considered necessary by City, may be retained by City until Contractor has satisfied its indemnity obligations under this Section.

17. ASSIGNMENT: Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents, and representatives with respect to any claim, demand, or action arising from or relating to any unauthorized assignment.

18. CONTRACTOR'S REPRESENTATIONS: Contractor represents, covenants and agrees that: (i) Contractor is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the Work in accordance with the terms and conditions set forth in this Agreement; (ii) there are no obligations, commitments, or impediments of any kind that will limit or prevent Contractor's full performance under this Agreement; (iii) there is no litigation pending against Contractor or any owner or officer thereof, involving alleged theft, dishonesty, or fraud involving a public works project, and neither Contractor nor any owner or officer thereof is the subject of any criminal investigation or proceeding involving a public works project; and (iv) to Contractor's actual knowledge, neither Contractor nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty, or fraud in connection with a public works project, within the last 10 years.

19. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To Contractor:

20. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, or on any other basis specified in Government Code Section 12940. Every contractor for public works violating this section is subject to all the penalties imposed for a violation of Labor Code Section 1720 et seq. in accordance with the provisions of Section 1735 of such Code.

21. **APPLICABLE LAW:** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

22. **INCORPORATION OF MANDATORY LANGUAGE:** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

23. **ENTIRE AGREEMENT:** This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the parties. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

24. **NON-WAIVER OF TERMS:** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. **AUTHORITY:** Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

26. **COUNTERPARTS:** This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[CONTRACTOR NAME]

[use this signature block if Contractor is a corporation]

 Chairperson President Vice President

 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Contractor is a limited liability company]

Manager

Manager

[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: _____
Public Works Director

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions, the Caltrans Standard Specifications, **2018 Edition**, and the **“GREENBOOK” Standard Specifications for Public Works Construction, 2015 edition**, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California and the 2022 Edition of the California Building Code. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971*

Where specified in these specifications, the latest edition of the 2022 California Building Code, and the 2018 edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, Building Permits, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

Additionally, the Technical Specifications within these Special Provisions are pursuant to the Construction Specifications Institute (CSI) standards.

PART 1 GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2 SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

[Replace with the following:].

Within **10 working days** after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

The AGENCY anticipates the Award of Contract to be within 60 days after bid opening or on or around April 2024.

2-3 SUBCONTRACTS

2-3.2 Self Performance

[amend the first sentence to state:].

The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent of the Contract Price.

2-4 CONTRACT BONDS

[add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 6 months after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to “State Standard Specifications” shall mean the Standard Specifications, 2018 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California – Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction (SPPWC), published by the Public Works Standards, Inc., 2015 edition.

Standard Plans, published by the Orange County Public Works Department, 2018 edition.

Standard Plans, published by the State Department of Transportation, 2018 edition.

Standard Plans, published by the City of Brea.

Applicable Standard Plans for this project are contained in Appendix A of these Special Provisions.

2-5.3 Submittals

2-5.3.1 General

[Add the following].

Within 10 working days after the date the AGENCY'S award of contract and no later than 10 working days prior to the Pre-Construction Meeting, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in Matrix form (Submittal Matrix) and be the first submittal for review and acceptance by the AGENCY. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work. Upon final acceptance of the Submittal Matrix, the Contractor shall submit all Submittals pursuant to the accepted Submittal Matrix to the Engineer via the Internet utilizing a web site address VPM @ www.virtual-pm.com managed by the Agency.

For all other submittal requirements please see Submittals within the Technical Specifications.

2-6 WORK TO BE DONE

[Add the following].

The work to be constructed hereunder is located on Sievers Avenue fronting the Brea Senior Center and Arovista Park in the City of Brea, California. The project generally consists of, but is not limited to, grinding and overlaying

existing asphalt pavement and striping/marking, and other works of improvement as shown on the Plans and defined within these Special Provisions.

2-9 SURVEYING

[Replace with the following].

Survey Monumentation

In accordance with Senate Bill 1563, the Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The Contractor shall not disturb survey monuments, lot stakes (tagged), or benchmarks without the consent of the Engineer. The Contractor shall bear the expense of replacing any that may be disturbed. Replacement shall be done only under the direction of a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying in the State of California.

The centerline monuments for all intersections within the project limits shall be permanently tied out prior to cold milling and overlay and re-established after the final asphalt concrete paving. Upon submittal of all corner records and centerline tie notes and monuments to the Office of Orange County Surveyor, the Contractor shall submit copies of the same records to the City of Brea. Contractor shall also submit accepted and filed corner records upon acceptance by the Office of the County Surveyor prior to completion of the project.

Upon completion of the project, a Notice of Completion shall not be filed until the monuments have been restored and corner records filed to the satisfaction of the County Surveyor.

2-10 AUTHORITY OF BOARD AND ENGINEER

[Add the following].

The Contractor shall give at least 48 hours (2 working days) advance notice when it or its subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

2-11 INSPECTION

[Add the following].

If the Contractor elects to work under this contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays, he/she/it shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - \$750.00
4 hrs. to 8 hrs./day - \$1,200.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 48 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

If the Contractor elects to work under this Contract more than 8 hrs/day or more than 40 hrs/week, Saturday, Sunday, or AGENCY holidays without prior authorization, he/she/it shall pay **double** the rates mentioned herein to the AGENCY.

The Contractor shall coordinate all special inspections with the AGENCY's representative for all work requiring special inspection **48 hours in advance of the special inspection required**. The request for special inspection work shall be provided to the AGENCY's representative in writing with the specifics on the special inspection required for the work and location. Additionally, the request for special inspection shall be discussed at each weekly field meeting in coordination with the Contractor's three week look ahead schedule. Said special inspection request shall be reviewed by the AGENCY's representative to determine if the works of improvement are ready for inspection. If the AGENCY's representative determines that the works of improvement are not ready for special inspection, the request will be rejected. Additionally, the Contractor shall coordinate all building permit(s) inspection with the AGENCY per the permit conditions.

For all other inspection requirements please see the relevant sections within the Technical Specifications.

**SECTION 3
CHANGES IN WORK**

3-3 EXTRA WORK

3-3.2 Payment

3-3.2.1 General.

[Add the following:].

Extra work compensation will be made for labor, equipment, and materials used in the specific work zone where the extra work is being performed and not for all crew and materials on-site. When extra work or utility interference is encountered, the Contractor shall contact the City and jointly evaluate if the workforce and/or trucking should be reduced or remain as compensable.

All extra work truck material weight tickets must be completely filled out with times, location, and material dumped to be eligible for extra work payment. All extra work must be approved by the authorized City representative prior to commencing work. Without said approval, the Contractor will be working at risk, hence compensation is not guaranteed.

3-3.2.3 Markup.

[Delete Subsection in total and replace with the following:]

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor.....15
- 2) Materials10
- 3) Equipment Rental10*
- 4) Other Items and Expenditures10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

(c) Unknown Facilities. In the event the Contractor suspects or begins to locate a utility pipe, conduit, structure or other unknown underground mass not depicted on the Plans or identified within these Specifications, he/she shall continue to uncover and investigate the limits of the item and contact USA as part of the bid item scope of work. Once the unknown underground facility is sufficiently viewed and identified, any stand-by-time, during which no constructive work is being accomplished with respect to the bid item scope of work, will be paid at the base rate for Labor + 10% and for Equipment not working will be paid applying the Delay Factor to the hourly rental rate per the Caltrans Rental Guide with no further mark-up.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warrantee Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warrantee Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warrantee Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warrantee Bond within ten (10) working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warrantee Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

For all other warranty requirements please see the specific sections within the Technical Specifications.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

All onsite and offsite tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory in the vicinity of Southern California, pre-approved by the Engineer. The laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

The City reserves the right to visit approved testing laboratories anytime during the duration of the testing for the specified project. This random inspection will not require any prior confirmation for the visit date and time of the visit.

Field sampling and testing shall be performed under the direction of the Engineer. The Engineer will determine the exact time and location of all field sampling and testing. Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted in the same manner as specified for Shop Drawings.

The testing laboratory shall furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the Engineer and one copy to the Contractor within three (3) calendar days after each test is completed.

The Contractor shall not retain any testing laboratory firm against which the City has reasonable objection. If at any time during the construction process, the services become unacceptable to the City and the Engineer determines that sufficient cause exists, the Contractor shall terminate the services and engage a different testing laboratory firm, approved by the Engineer.

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of the initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of underground utilities or substructures of every nature and to protect them from damage.

The Contractor shall pothole all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by the Work.

The Contractor shall perform the utility location pothole exploration efforts at the proposed improvement locations where existing utilities are shown on the Plans that might conflict with the proposed improvements 72 hours prior to beginning the excavation work and shall submit a pothole schedule and plan identifying the locations of the potholes to the Engineer in advance of initiating said work for review and approval. All vertical and horizontal locations of the exposed existing utility shall be documented by the Contractor and provided to the Engineer. All potential conflicts with respect to the proposed work and existing utilities shall be brought to the attention of the Engineer prior to excavating or trenching at the potential conflict location.

Any pothole work with a diameter less than or equal to 6-inches in asphalt to be backfilled with black colored concrete to the finish surface.

The Contractor shall sawcut straight clean lines at each pothole location.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction. Additionally, the Contractor shall arrange and coordinate all utility pull box and junction box relocations/adjustments associated with the curb ramp reconstruction in advance of the work.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48-hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

5-7 UTILITY MARKINGS

[Is hereby added to Section 5:].

Upon completion of the Project, the Contractor shall be required to remove, to the satisfaction of the Engineer, all utility locator markings and utility tie-out paint markings that either the Contractor, Subcontractor, the City, or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the Engineer. Any damage to the existing improvements due to the Contractor's removal operation shall be repaired at the Contractor's expense.

Payment for the removing of the utility markings shall be included in the various applicable items of work, and no additional compensation will be allowed, therefore.

SECTION 6 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed Baseline Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the AGENCY'S execution of the Agreement. The proposed Baseline Construction Schedule shall depict the main milestones, sub-activities, durations, start and finish dates, and predecessors/successors, and submitted in MS Project File and pdf formats. Additionally, the schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Baseline Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original approved Baseline Construction Schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the Agency with a 3 week look ahead-schedule in a tabular format at every weekly construction meeting. The 3 week look ahead-schedule shall be linked to the Approved Baseline Construction Schedule milestones with any subsequent deviations within this 3 week window, and shall include the sub-activities that rolls-up into the associated milestone.

Payment for the preparation, update, and submittal of the Baseline Construction Schedule and three-week look ahead shall be considered as included in the various item of work and no additional compensation will be allowed thereof.

6-2 PROSECUTION OF WORK

[add the following:].

The order of work after Award of the Contract for this project shall be as follows with the main activities of work:

1. All required Submittals
2. Pre-Construction Meeting
3. Obtain all required Permits.
4. NTP#1
5. Implement/update site BMP's per SWPPP
6. Remove/Demo all existing improvements, includes but not limited to, grinding traffic striping, etc.
7. Pavement Rehab
8. Pavement preparation, including cleaning and sweeping
9. Striping/Markings
10. Final Inspection and punch-list
11. Demobilization and Final Close-out

Contractor may recommend modifications to the order of work during the pre-construction meeting with Baseline Schedule/Staging Plan that reflects the modification for City's consideration and approval.

For additional specifics on sequencing, scheduling and project conditions please refer to the relevant sections within the Technical Specifications.

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by the site foreman to record daily progress, problems, addition/deletions and or request change orders for review by the engineer/inspector and the Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and internet. Daily use of computer is required to input aforementioned documents.

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The total time within which the Work must be completed by the Contractor is fixed at **TEN (10) working days**, including material delivery, starting from and after the date in the first **Notice to Proceed** with the Work. The NTP's will be issued as follows with the required WD's to complete the work associated with each NTP:

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between **7:00 A.M. to 4:00 P.M.**, Monday through Friday, excluding holidays for work that does not require lane closures (For lane closure restrictions see 7-10.1 "Traffic Access."). Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause specified in 6-6.1.
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause specified in 6-6.1.
6. Holiday Work Moratorium Dates: Week of Thanksgiving and the Week of Christmas to January 1st.

6-9 LIQUIDATED DAMAGES

[Amend the liquidated damage amount to read:].

Liquidated damages will be assessed in the amount of **\$750.00 for each calendar day** in excess of the contract time for the Project beyond each NTP Phase Completion Date.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

7-1.1 General

[Add the following:].

A noise level limit of 95 dbl. at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

The Contractor shall provide the equipment list and rates being used for this project as part of the submittals for acceptance by the Engineer, prior to mobilizing to the site.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of \$1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

The Contractor to provide a labor work force summary for all employees assigned to the Project with name, classifications, and rates as part of the submittals and prior to initiating the work.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in the Contract Agreement, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in the Contract Agreement.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

The Contractor will be required to apply for the various no fee building permits associated with this Project. City will issue the permits prior to the first NTP.

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor will be required to obtain an Encroachment Permit from the City of Fullerton and Caltrans, District 12, if required for all work and/or traffic control required in the Fullerton or SR 90 Caltrans public right-of-way. All costs associated with obtaining the required Encroachment Permits from each entity shall be considered included in the various contract bid items of work and no additional compensation will be allowed, therefore.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

7-8 WORK SITE MAINTENANCE

7-8.1 General

[Add the following:].

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of all utility markings (Underground Service Areas – USA) made as a part of the project.

7-8.2 Air Pollution Control

[Add the following:].

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete. If the Contractor fails to perform the required sweeping, the AGENCY will complete the work and deduct the costs from the Contractor's progress payment for all costs associated with the air pollution control efforts.

7-8.4.2 Storage of Equipment and Material in Public Streets

[Add the following:].

Construction materials shall not be stored at the City facility for more than 2 days prior to usage on the project. All materials or equipment not installed or used in construction within 2 days after unloading shall be stored elsewhere by the Contractor – at Contractor’s expense, unless authorized additional storage time. All material used for the construction of the improvements, shall be placed so as to provide clear access within the work zone with one lane open at all times, unless otherwise approved by the Engineer.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 2 days after it is no longer needed.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

In no event is Contractor to stockpile material, tools or equipment in the parkways.

Payment for “Final Cleaning-up” is considered included in the various contract bid items of work and no additional compensation will be allowed therefore.

7-8.4.3 Temporary Light, Power & Water

[Delete the final paragraph and replace it with the following to the end of the section:]

Water shall be obtained through the AGENCY’s Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$2,650 refundable deposit is required on the meter. An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95 and 2018-048. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
\$130.00	\$7.17

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of \$300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed, therefore.

7-8.6.1 General

[Add the following to the end of the section:].

Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities:

a) The CONTRACTOR shall be responsible for identifying and obtaining all permits and licenses required for this project. Cost and fees associated with said permits regardless of whether obtained by the COUNTY, CITY or by CONTRACTOR, shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall comply with all rules and regulations included in said permits and licenses. Should the CONTRACTOR fail to conform to said rules and regulations, the CITY reserves the right to perform the work

necessary to conform to the rules and regulations. The cost of such work will be deducted from any funds to become due to the CONTRACTOR.

It is noted that multiple permits are required from the various regulatory agencies. CONTRACTOR is to abide by and follow the requirements of all such permits.

b) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES WATER QUALITY ORDER NO. 2009-0009-DWQ (GENERAL PERMIT)

On September 2, 2009, the State Water Resources Control Board adopted Order No. 2009-0009-DWQ (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activities and Land Disturbance Activities). Effective July 1, 2010, all dischargers (construction sites where calculated soil disturbance totals 1 acre or more) are required to obtain coverage and comply with this Construction General Permit (CGP).

A copy of this permit and related documents/attachments may be found on the internet at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read and understand all the requirements of this Permit as they relate to this project.

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region as described above. Section XV, "Municipal Construction Projects/Activities," of the Municipal Permit describes specific compliance with the latest version of the State's CGP within the Santa Ana Region.

7-8.6.4 Dewatering

[Add the following to the end of the section].

The CITY has been issued Municipal NPDES Permit No. CAS618030, Order No. R8-2009-0030, from the California Regional Water Quality Control Board, Santa Ana Region. Section III.3.ii. of this permit authorizes de minimus types of discharges listed in the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters, Order No. R8-2009-0003, from CITY owned and/or operated facilities and activities (including construction).

A copy of the CITY's Municipal NPDES Permit (Order No. R8-2009-0030) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_030_oc_stormwater_ms4_permit.pdf

A copy of the Santa Ana Regional Board's General De Minimus Permit for Discharges to Surface Waters (Order No. R8-2009-0003) may be found on the internet at:

http://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2009/09_003_deminimus_permit_wdr.pdf

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Where existing traffic striping, pavement markings and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access

[Add the following:].

One lane of traffic shall be maintained at all times. Restriction of traffic lanes will only be allowed between **9:00 am** and **3:00 pm** Monday through Friday. Contractor may begin set-up for Traffic Control at **8:30 am**.

All traffic control shall be in accordance with the plans and the approved Traffic Control Plan as submitted to the AGENCY pursuant to the following specifications:

1. Caltrans - Manual of Traffic Control Devices for Construction and Maintenance Work Zones, Traffic Manual, Sign Specifications, Standard Plans, Standard Specifications
2. State of California, Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD)
3. Work Area Traffic Control Handbook (WATCH Manual)

Prior to the beginning of work, the Contractor shall prepare and process a Traffic Control and Construction Phasing plan for AGENCY'S approval, in conformance with current MUTCD and AGENCY'S guidelines for the project. Contractor shall implement the approved Traffic Control and Construction Phasing plan to safely prosecute the construction work involved with a minimum of inconvenience to the existing residents and the motoring public.

Construction Traffic Control Plans shall be prepared in accordance with the AGENCY's latest Traffic Control Plan Preparation Guidelines and shall be reviewed and approved by the Engineer. The plans shall be signed and stamped by a Traffic or Civil Engineer. The Contractor shall submit the plans to the Engineer for approval or correction at least 10 working days before approved plans will be required for commencing the work.

Approval of the Traffic Control Plans by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the plans or from deviations from the Contract Documents. The Contractor shall be responsible for the correctness of the plans and for the results obtained by the use of such plans.

The Contractor shall provide, to the Engineer, a telephone number at which the Contractor's representatives can be reached, at any hour, should an emergency occur requiring replacement or relocation of the required traffic control devices.

Prior to the start of construction, the Contractor shall inform the AGENCY's trash haulers, Police and Fire departments and US Postal Service, of the project location, approximate starting date, completion date, and the name and telephone number of contractor representatives who may be contacted at any hour in the event of an emergency.

POLICE DEPARTMENT: *Watch Commander @ (714) 990-7626*

FIRE DEPARTMENT: *Battalion Chief @ (714) 990-7658*

The Contractor shall adhere to applicable sections of California Administrative Code, Title 8, concerning electrical and construction safety standards and practices.

Contractor shall require that an approved safety vest be worn by all personnel who are working at this project site. Any worker without a vest may be ordered off the job by the Inspector until such apparel is acquired. Questions as to approved vests shall be directed to the Engineer.

Any relocation of travel lanes longer than three calendar days shall be delineated by removing the existing striping and legends by wet sandblasting and placing new striping and legends as required. Upon completion of the work and the restoration of the road surface to its final condition, the Contractor shall remove temporary striping by wet sandblasting.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position, for any reason, the contractor shall immediately replace or restore to their original location, in an upright position, the cones or portable delineators.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and conditions of the roadway, all in accordance with the provisions of the Vehicle Code, the current State of California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", and the State of California Department of Transportation Standard Plans.

The Contractor shall furnish such flagmen and equipment as are necessary to give adequate warning to traffic or to the public of any dangerous conditions in accordance with the current Department of Transportation "Instructions to Flagmen".

All existing traffic signs and street signs shall be maintained in visible locations during construction. Signs designated for removal shall be salvaged and delivered to the AGENCY Yard or disposed of as directed by the AGENCY.

Plans indicating the travel (haul) route for the Contractor's equipment movement in and out of the site must be submitted to the Engineer for approval at least seven (7) working days prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the AGENCY. The Contractor shall submit one travel plan for each phase to the Engineer for approval, and the approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

The Contractor shall limit excavation for curb and/or gutter, driveways, sidewalk, cross gutter and spandrels that will leave an open excavation for only one weekend in a continuous two-week period. Open excavation is only allowed to open for only one weekend with proper traffic control as specified elsewhere and as directed by the Engineer.

The Contractor is not allowed to drive his/her/its fully loaded trucks on the new material.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according to the AGENCY'S requirements.

Full compensation for Construction Traffic Control Plans is considered included in the Traffic Control and Construction Phasing bid item of work and no additional compensation will be allowed therefore.

7-10.3 Street Closures, Detours, Barricades

[Add the following:].

Street closures will not be allowed except as specifically permitted by the Engineer.

7-10.5 Protection of the Public

[Add the following section:].

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. No additional compensation will be allowed, therefore.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

The Contractor shall provide a Schedule of Values for all bids items with a complete cost/unit breakdown of each works of improvement as defined herein. Each individual work of improvement item cost within each bid item shall sum to the total within the Contractor's bid proposal schedule within Section C of the Specifications. Additionally, all sub-contracts with prices bid shall be included within the Schedule of Values. Said Schedule of Values shall be provided to the AGENCY 10 Working Days after Award of Contract.

The Contractor shall provide a labor cost breakdown with all labor trade classifications with DIR approved rates for each classification being used to complete the works of improvement. Additionally, the Contractor shall provide the overhead and payroll tax % of labor costs with the calculation of operational overhead cost/day (General Conditions (i.e. Mobilization) costs per bid/WD's) to the AGENCY 10 Working Days after Award of Contract. The Contractor shall also provide the equipment rates for all equipment being used on the project pursuant to the current Caltrans approved and applicable rates.

9-3.2 Partial and Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

9-3.5 Description of Bid Items

[Add the following section:].

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Specifications. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up and all other items related to the work.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in SSPWC, Section 9-1, and "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with SSPWC, Section 9-2, "Lump Sum Work,"

PART 2 CONSTRUCTION MATERIALS

SECTION 200 ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.2 CRUSHED ROCK AND ROCK DUST

200-1.2.1 General

[Add the following to the end of the section:]

Rock dust blotter material shall be required immediately after the completions of the “finish rolling” and prior to opening to traffic to prevent bleeding and tracking of the asphalt rubber material.

Rock dust blotter shall conform to Rock Dust quality requirements in Table 200-1.2.1(A).

200-1.5 SAND

200-1.5.1 General

[Add the following to the end of the section:].

Sand bedding under miscellaneous PCC improvements shall conform to the requirements in this section, and shall consist of washed granular material with a sand equivalent greater than or equal to 30.

Sand bedding used as bedding in the trench pipe zone, shall conform to the requirements in this section, shall consist of washed granular material, shall not contain any contamination or reclaimed/recycled materials, and shall meet the following specifications:

<u>Sieve Size</u>	<u>Percent Passing</u>
4.75 mm (#4)	98-100
2.36 mm (#8)	93-98
1.18 mm (#16)	92-95
600 um (#30)	85-91
300 um (#50)	75-85
150 um (#100)	40-50
75 um (#200)	15-20
SG, Bulk S.S.D.	2.74
SE, CT 217	>= 30
ASTM -1557-91	112.0 lbs. @ 14% moisture
Plastic Limit ASTM D 4318	0
Plastic Index ASTM D 4318	0 (non-plastic)
Expansive Classification	Non-expansive
pH, CT – 422	8.36
Chloride, CT 417	42 ppm
Sulfate, CT – 417	40 ppm
Resistivity, CT – 417	5,300 (ohm-cm)

200-2 UNTREATED BASE MATERIALS

200-2.1 General

[Add the following to the end of the section:].

Untreated base to be used for the base course under asphalt concrete pavement and P.C.C. shall be Crushed Miscellaneous Base (CMB).

Untreated base to be used for the base course as trench backfill shall be Crushed Aggregate Base (CAB), as shown on the plans.

200-2.2 Crushed Aggregate Base

Crushed Aggregate Base material shall conform to Subsections 200-2.2 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4 Crushed Miscellaneous Base

Crushed Miscellaneous Base material for replacement of over-excavated unsuitable materials, and construction shall conform to Subsections 200-2.4 and 301-2 of the Standard Specifications, as directed by the Engineer.

200-2.4.2 Grading

[Add the following to the end of the section:].

The sieve size shall be 3/4" (fine).

SECTION 203 BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

[Delete the second paragraph and replace with the following:].

Asphalt concrete for slot paving, base course pavement as required for trench resurfacing per Details on Plans, and localized reconstruction of the roadway (digouts), as directed by the Engineer, shall be Dense Graded Asphalt Concrete (DGAC) Pavement Type B PG-64-10. A maximum of 10% RAP shall be allowed. Sieve Size shall be $\frac{3}{4}$ -inch.

Asphalt Concrete for leveling course pavement as required for roadway resurfacing per Typical Sections and Details on Plans, shall be Type III C3 PG 64-10. A maximum of 10% RAP shall be allowed. Sieve size shall be $\frac{1}{2}$ -inch.

203-11 ASPHALT RUBBER HOT MIX (ARHM)

203-11.1 General

[Delete and replace with the following:].

Final cap overlay course for shall be Asphalt Rubber Hot Mix (ARHM), ARHM-GG-C (Rubber) PG 64-16, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications per Typical Sections as shown on the plans, and shall conform to the following:

Paving asphalt used for asphalt-rubber shall be performance grade PG 64-10. Composition and Grading shall be per Section 203-11.3 of the Standard Specifications. The Contractor shall submit a copy of the asphalt concrete mix design to the Engineer a minimum of two weeks prior to the start of the construction. Subsequent to grinding, any cracks $\frac{1}{4}$ " or wider shall be filled per Section 302-5.10 and surface applied with a tack coat per Section 302-9.2. Overlay shall be compacted to 95 percent relative compaction.

PART 3
CONSTRUCTION METHODS
SECTION 300
EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.3 Removal and Disposal of Materials

300-1.3.1 General

[Delete Subsection in total and substitute with the following:].

No burning will be permitted.

No accumulation of flammable material shall remain on or adjacent to the right-of-way. The roadway and adjacent areas shall be left with a neat and finished appearance.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the pre-job meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route, unless written permission from the Engineer is obtained to change the route.

300-1.4 Payment

[Delete Subsection in total and substitute with the following:].

Full compensation for clearing and grubbing shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed therefore.

300-1 UNCLASSIFIED EXCAVATION

300-2.1 General

[Add the following:].

Unclassified excavation shall include saw cutting, excavating, removing, hauling and disposal of all material including asphalt concrete (A.C.) pavement, P.C.C. pavement, macadam, petromat/pavement reinforcing fabric, slurry backfill, aggregate base materials, cement treated subbase material, interfering structures and objects to the sub-grade elevations indicated on the plans as required to construct the new improvements.

All roots and stumps shall be removed and/or ground to eight (8) inches below subgrade within the roadway section. The locations and dimensions of excavation areas are as shown on the plans and/or directed in the field by the Engineer.

All existing asphalt concrete pavement joining new construction shall be saw cut in a straight line. Contractor shall exercise due caution to avoid any damage to the existing improvements to be protected in place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense.

Unclassified excavation shall include the removal of unclassified fill material encountered within the proposed roadway section. Unclassified fill may consist of broken concrete, broken asphalt pavement, brick, rubble, and debris.

All unclassified fill material found within the new roadway section shall be removed and paid in accordance with the bid item for unclassified excavation. All removed material becomes the property of the Contractor and shall be hauled away and properly disposed.

The Contractor's attention is directed to the fact the thickness of the existing asphalt concrete pavement is approximate and may vary from this thickness. In addition, substantially thicker sections of pavement may be occasionally encountered, especially where utility trench and pothole patches are encountered.

If a significant deviation in pavement thickness is encountered by the Contractor during the removal process, that may significantly impact the Contractor's cost of removal, the Contractor shall immediately notify the Engineer. The Engineer will review the field condition(s) encountered and determine the appropriate remediation. The Engineer shall have sole authority to decide the method and amount of additional compensation due the Contractor, if any.

Unless directed by the Engineer, backfilling and compacting is considered included in each respective bid item and no additional compensation will be allowed, therefore.

A Coring Log Report for the project is enclosed in Appendix H of these specifications.

300-2.2 Unsuitable Material

300-2.2.2 Wet Material

[Remove the first sentence and replace it with the following:].

If, in the opinion of the Engineer, the existing materials of areas more than 6" below the existing grade are wet, unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer, and either process the material to reduce the moisture content to an optimum condition or to remove and dispose of the material and replace it with suitable material. All Work will be done in accordance with Section 301-1 "Subgrade Preparation" and Section 301-2 "Untreated Base" of the Standard Specifications.

Crushed Aggregate Base (CAB) compacted to 95% Relative Compaction and conforming to Section 200 "Rock Materials" of the Standard Specifications shall be used to replace materials over-excavated. The removal and replacement of unsuitable material, as determined and authorized by the Engineer, shall be paid via negotiated Change Order at time of discovery.

SECTION 302 ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

[replace entire section with the following;].

302-1.1 General

The work to be done here under consists of cold milling and removal of the designated thickness of existing pavement surface, including asphalt concrete, macadam, PCC, pavement reinforcement fabric (Petromat), or other miscellaneous improvements, at those locations and per Typical Sections and Details as shown on the Plans.

The existing A.C. pavements shall be cold milled to the depths required per grades as shown on the Plans and in accordance with the Standard Specifications. The pavement shall be removed by the use of a cold milling machine designed for this purpose and capable of performing a satisfactory job. Burning or heat planing will not be permitted. The planed pavement shall provide a maximum bond surface suitable for resurfacing.

Except as otherwise called for on the plans, all A.C. pavement cold milling cuts shall be cut to neat, clean, and straight lines to the satisfaction of, and as directed by, the Engineer.

The final depth, width, length and shape of the cold milling cut shall be as indicated on the Typical Sections and Details shown on the Plans. The final cold milling cut shall result in a uniform surface conforming to the typical section(s) except as otherwise directed by the Engineer.

Surveyor's street and property line monuments, not scheduled for removal shall be protected. The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements such as sewer manhole covers, water valve covers, catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth and makes no guarantee that it has successfully done so or shall, therefore, contractor must thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any unseen under surface object(s) and shall include in the price bid for cold milling the removal work, additional amount sufficient to cover the cost of damage related down time and the cost of repair of damage to said cold milling cutting drum and/or carbide tipped cutting teeth.

Care shall be exercised not to damage adjacent concrete gutters or curbs. Gutters or curbs damaged shall be replaced at the Contractor's expense. Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces or parkways. All residues shall be completely removed by sweeping and properly disposed. No washing of residues into drainage structures will be allowed.

Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the contract lump sum price bid for Traffic Control & Construction Phasing, and no additional compensation will be allowed.

302-1.2 Milling Machine

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of a 60" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed such that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist the operator in control grade and in matching adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

302-1.3 Cold Milling to Specified Elevations

The operator shall furnish the milling machine, operated by experienced workmen. The surface tolerance produced shall be such that a 10-foot straight edge laid laterally will indicate variances of less than 3/8" (except in the crown area) and the same straight edge laid longitudinally will indicate variances of less than 3/16".

Removal shall consist of milling the pavement where indicated and removing the planed material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and directly removed shall become the property of the Contractor. The Contractor shall dispose of all planed surplus materials at a legal dump site, in accordance with Subsection 300-2.6 of the Standard Specifications.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

[Add the following:].

Tarpaulins shall be used to cover all loads from plant to project.

Each layer of asphalt concrete shall not exceed 4 inches in compacted thickness. Each layer shall be completely placed and compacted prior to commencement of successive layers. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed.

Three-wheeled rollers shall not be permitted, and pneumatic rollers shall be used only on lower layers.

Initial breakdown compaction shall consist of a minimum of three coverages of layer of asphalt mixture. A pass shall be movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practices, shall be considered to be part of the coverage being

made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started.

Prior to placement of asphalt concrete, a tack coat of SS 1H emulsified asphalt shall be applied to all contact surfaces. Tack coat shall be Grade SS-1H per subsection 302-5.4 of the Standard Specifications. Tack coat shall be applied at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of A.C. patching and P.C.C. surfaces, and edges against which AC is to be placed.

An asphalt leveling course shall be applied in depressed areas, as directed by the Engineer. An automatic leveling device shall be used on the paver unless omitted by the Engineer.

Longitudinal joints between successive paving runs shall coincide with the traffic lanes lines. Contractor will be provided with striping plans for those roads where the striping will change prior to the start of work. Local streets will not be striped except for special cases for which striping plans will be provided. All other roads will be striped to match the existing pattern.

302-5.5 Distribution and Spreading

[Add the following:].

Prior to placing asphalt pavement overlay, all vegetation shall be removed from the cracks in the pavement and all joints between the pavement and concrete gutters by the Contractor. The surface to be overlaid shall be cleaned by the Contractor to remove moisture, dirt, grease, or other foreign matter which would reduce the bond between the overlay and the pavement.

302-5.8 Manholes (and other Structures)

[Delete Subsection in total and substitute with the following:].

The manhole and valve box locations and distance from curb to center shall be marked on the curb face by the Contractor.

The method of adjusting manholes in areas for resurfacing shall be as follows:

The asphalt pavement immediately adjacent to the manhole shall be removed, the manhole shaft extended with adjustment ring(s) to proper grade, the manhole frames and covers replaced, the manhole frames set in concrete, and the pavement replaced with a minimum of 2 inches of asphalt concrete. The finished grade of the cover shall be ¼ inches below the finish grade of the asphalt pavement.

The Contractor shall notify affected utility owners at least 5 working days in advance of the need to commence work required prior to paving operations and again for work required after paving operations. The Contractor shall mark locations of utility vaults where utility companies specifically state adjustments shall be made after paving. If it is found to impractical for the utility owner to complete remodeling or adjustment to structures, as evaluated by the Engineer, then the Contractor shall be absolved of further responsibility in connection therewith, and the structure shall be adjusted to grade by the utility owner under permit or ordinance procedure established by the AGENCY for utility cuts in pavement.

Water valve frame and covers shall be adjusted to grade per City of Brea Std. Plan No. 309-0.

For water valves and sewer cleanouts, Contractor shall furnish new cans and lids as directed by the Engineer, and the old lids shall be delivered to City yard by the Contractor.

The Contractor shall adjust existing water meters to grade as shown on the plans, in conformance with City Standard Drawing No. 304-0 and 305-0.

The Contractor shall adjust the concrete meter box for existing water blow-off assembly, to grade as shown on the plans, in conformance with City Standard Drawing No. 307-0.

The Contractor shall adjust existing miscellaneous pull boxes to grade as shown on the plans, in conformance with Caltrans Standards and Specifications (latest edition).

302-5.9 Measurement and Payment

[Amend the first paragraph to read:].

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes, or permanent full depth asphalt concrete work at existing driveway locations as required by the Engineer to maintain access, shall be considered included in the lump sum price bid for Traffic Control & Construction Phasing, and no additional compensation will be allowed.

Payment for Adjustment of SSMH and Water Valves shall be considered included in the contract unit prices for the various items of work requiring SSMH and Water Valve adjustments and no additional compensation will be allowed, therefore.

302-5.10 Crack Repair

[Is hereby added to Section 302-5:].

Cracks ¼ inch and greater shall be cleaned for the entire crack depth using sandblasting, brushing, and air blowing techniques as required to provide a crack free from all debris, dust, loose material and moisture. Gouging or plowing may be required to remove incompressible debris deep in the crack. The cleaned crack shall be filled with granulated tire rubber, plasticizer and filler, as manufactured by Crafcro as Road Saver 203, or approved equal. All crack filler material shall be in conformance with the following specifications and detail A on sheet 5. The crack sealant placed shall be slightly below the pavement surface to avoid over-application and minimize bumps and wicking through the AC surface during compaction. Deep cracks should be filled with sand and covered with a thin layer of sealant.

ASTM D6690, D3405, AASHTO M173 and Federal SS-S-164 and SS-S 1041C.

All holes shall be cleaned of loose materials and filled with Asphalt Concrete Type C2 PG 70- 10 and compacted to a smooth even surface with the adjacent existing pavement.

302-5.11 Measurement and Payment

[Is hereby added to Section 302-5:].

Payment for crack repair shall be included in the contract unit prices bid for the various items of work involved, and shall include full compensation for furnishing crack routing, crack cleaning, application of crack sealant, and all labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed, therefore.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

[Add the following:].

Lots consisting of 500 tons will be established for ARHM-GG-C areas to be tested. The Contractor's or its designated laboratory shall perform density testing utilizing a properly calibrated nuclear asphalt-testing device. The Contractor shall pay for all retesting utilizing the nuclear asphalt-testing device. If the test results for any lot of ARHM-GG-C indicate that the relative compaction is below 95 percent, the Contractor will be advised that he is not attaining the required relative compaction and that his materials or his procedures, or both, need adjustment. ARHM-GG-C spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

If the test results for any lot of ARHM-GG-C continue to indicate that the relative compaction is less than 95 percent after adjustments have been made, the ARHM-GG-C represented by that lot may be required to be removed and replaced at the Contractor's expense and the Contractor shall suspend all further paving operations until the Contractor can demonstrate to the City that relative compactions of 95 percent can be obtained. It shall be the sole judgement of the City Engineer to determine adequate remedy and/or a reduction in compensation for any lot failing to meet 95 percent relative compaction.

The Contractor shall provide for adequate quality control measures to insure that delivery of asphalt rubber shall be neither too slow nor too fast to prevent stopping of the paving operation and/or cooling of the asphalt rubber material. Material delivery scheduling and handling is critical to provide for optimum compaction opportunity and maximize ride quality performance.

302-9.2 Tack Coat

[Add the following:].

Apply SS-IH tack coat at a rate not to exceed one-tenth (1/10) gallon per square yard uniformly in one coat on all vertical joints of AC patching and P.C.C. surfaces and edges against which ARHM-GG-C is to be placed. Diesel fuel shall not be used for cleaning purposes within the limits of this project.

302-9.3 Distribution and Spreading

[Add the following:].

Asphalt concrete shall be placed with paving machine equipped with a "Preco" attachment or similar device for use in obtaining constant cross-slope and maximum joint quality.

The Contractor shall place the ARHM-GG-C a maximum of 48 hours after the commencement of all edge grinding operations during any stage of the work for this project.

Prior to placing the ARHM-GG-C overlay, all cracks, and areas identified greater than or equal to ¼ inch in width shall be filled with crack filler and sprayed with a sterilizing soil agent.

All surfaces to be overlaid shall be cleaned by the use of a broom and a vacuum sweeper. The overlaid surface shall be free of water, dust, or foreign material before tack is applied. All raised pavement markers shall be removed prior to the placement of any ARHM-GG-C concrete overlay. Removal of all existing AC and slurry seal residue from gutter lip to edge of overlap should be completed prior to paving.

302-9.4 Rolling

[Add the following:].

ARHM-GG-C shall be thoroughly compacted by rolling. The number of rollers necessary will be established in accordance with Section 302-5.6.1 of the Greenbook Specifications. All compacted ARHM-GG-C shall have a relative compaction of not less than 95 percent in accordance with Section 302-5.6.2 of the Greenbook Specifications.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Join lines between successive runs shall be within 5 inches of lane lines or a minimum of 12 feet outside of the outer most lane line.

302-9.7 Rock Dust Blotter

[Add the following:].

Rock dust blotter material shall be required immediately after the completions of the "finish rolling" and prior to opening to traffic to prevent bleeding and trucking of the asphalt rubber material.

Rock dust blotter shall be per Section 200-1.2 of the Standard Specifications and shall be uniformly applied using a mechanical spreader, which distributes uniformly at a rate of approximately three pounds per square yard. Compaction rollers shall not be allowed on the rock dust covered pavement surfaces. All excess rock dust blotter shall be removed from the street at the end of each workday.

APPENDIX A

PROJECT PLANS

NOTES

1. REFER TO CIVIL NOTES, SHEET CN.2, FOR HORIZONTAL CONTROL KEYNOTES, GENERAL NOTES AND LEGEND.

PAVEMENT LEGEND

- LIMITS OF WORK
- [Pattern] PROPOSED COURT SURFACE PER LANDSCAPE PLANS
- [Pattern] PROPOSED CONCRETE WALKWAY SECTION PER DETAIL 6, SHEET CC.1. 4" CONC. OVER 12" SUBGRADE. SEE GENERAL NOTE 7
- [Pattern] PROPOSED VEHICULAR CONCRETE PAVEMENT SECTION PER DETAIL 6, SHEET CC.1. 5" CONC. OVER 4" AB. SEE GENERAL NOTE 7
- [Pattern] Remove Ex. and Replace with AC Base Course for 3.5" AC Deeplift Sections (Type B PG 64-10)
- [Pattern] Cold Mill 1.5" Depth AC Pavement and Construct 1.5" PG 64-10 Asphalt Leveling Course
- [Pattern] PROPOSED DECOMPOSED GRANITE PER LANDSCAPE PLANS
- [Pattern] PROPOSED BUILDING PER LANDSCAPE PLANS

LINE TABLE WALKWAY CENTERLINE		
LINE NO.	LENGTH	DIRECTION
L20	27.22'	S20° 34' 58"W
L21	27.22'	S20° 34' 58"W
L22	42.66'	N46° 25' 27"E

LINE TABLE EDGE OF WALKWAY		
LINE NO.	LENGTH	DIRECTION
L100	3.84'	S62° 34' 49"E

LINE TABLE FACE OF CURB		
LINE NO.	LENGTH	DIRECTION
L318	6.62'	N20° 36' 21"E
L319	8.25'	N20° 33' 51"E
L320	15.69'	S68° 28' 27"E
L321	148.65'	S19° 33' 29"W
L322	13.54'	S75° 16' 16"E
L323	49.40'	S40° 09' 01"W
L324	2.23'	S33° 10' 29"E
L325	6.12'	S32° 59' 33"E
L326	8.59'	S58° 29' 44"W
L327	15.52'	N31° 55' 23"W
L328	2.00'	S58° 04' 37"W
L329	6.71'	S57° 00' 27"W
L330	6.58'	S32° 27' 20"E
L331	6.47'	S74° 59' 53"W
L332	9.37'	S58° 29' 44"W
L333	14.54'	S31° 55' 23"E
L334	2.00'	S57° 07' 35"W
L335	6.67'	S31° 55' 23"E

LINE TABLE FACE OF WALL		
LINE NO.	LENGTH	DIRECTION
L239	10.50'	S33° 02' 38"E
L240	20.28'	S56° 57' 22"W
L241	18.28'	N56° 57' 21"E
L242	6.80'	S40° 12' 44"E
L243	19.02'	S33° 02' 38"E
L244	39.12'	N56° 57' 22"E
L245	8.65'	S40° 12' 44"E
L246	7.50'	S49° 47' 16"W
L247	7.50'	S49° 47' 16"W

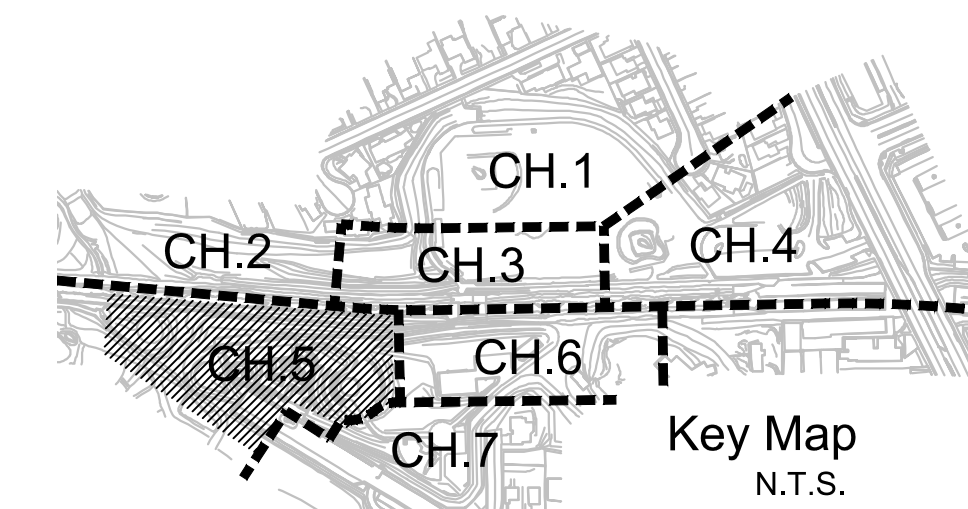
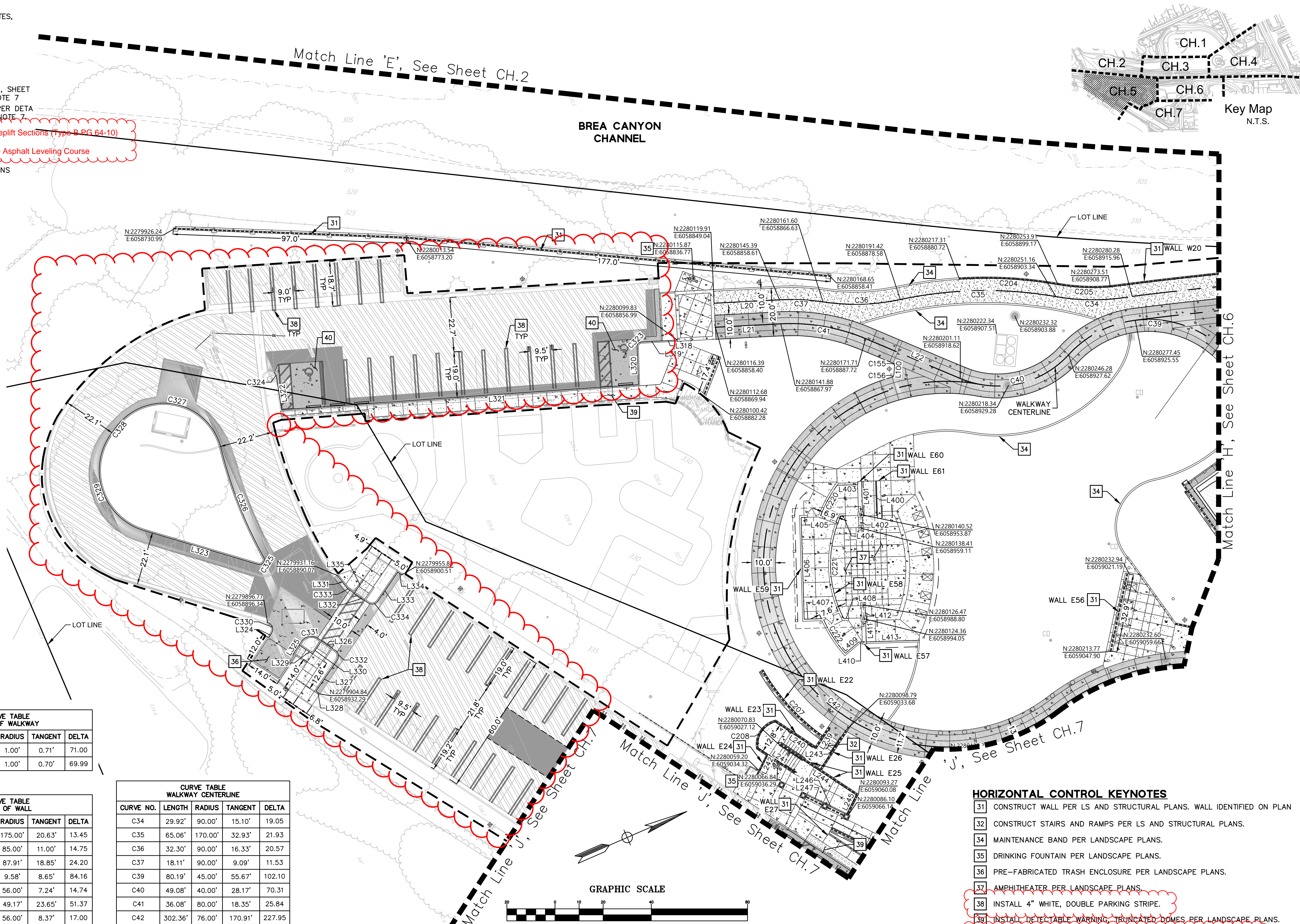
LINE TABLE FACE OF WALL		
LINE NO.	LENGTH	DIRECTION
L400	15.62'	S68° 05' 03"E
L401	12.72'	S68° 05' 03"E
L402	3.02'	S68° 05' 03"E
L403	8.50'	S21° 54' 57"W
L404	1.97'	N21° 39' 48"E
L405	2.70'	S21° 54' 57"W
L406	42.30'	S68° 05' 03"E
L407	7.16'	N21° 54' 57"E
L408	1.97'	N22° 10' 05"E
L409	7.22'	N16° 40' 29"W
L410	1.49'	N21° 54' 57"E
L411	9.50'	S68° 02' 07"E
L412	2.85'	S68° 02' 07"E
L413	22.11'	N21° 54' 57"E

CURVE TABLE FACE OF CURB				
CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C323	3.11'	2.00'	1.97'	89.06
C324	2.35'	2.60'	1.26'	51.85
C325	4.72'	2.00'	4.87'	135.32
C326	48.97'	190.00'	24.62'	14.77
C327	54.39'	24.50'	49.35'	127.20
C328	4.90'	71.00'	2.45'	3.96
C329	49.14'	26.00'	35.98'	108.29
C330	5.59'	3.00'	4.03'	106.69
C331	7.98'	5.00'	5.13'	91.49
C332	4.69'	3.00'	2.98'	89.58
C333	1.36'	5.00'	0.68'	15.55
C334	4.73'	3.00'	3.02'	90.42

CURVE TABLE EDGE OF WALKWAY				
CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C155	1.24'	1.00'	0.71'	71.00
C156	1.22'	1.00'	0.70'	69.99

CURVE TABLE FACE OF WALL				
CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C204	41.08'	175.00'	20.63'	13.45
C205	21.88'	85.00'	11.00'	14.75
C207	37.13'	87.91'	18.85'	24.20
C208	14.07'	9.58'	8.65'	84.16
C220	14.41'	56.00'	7.24'	14.74
C221	44.09'	49.17'	23.65'	51.37
C222	16.61'	56.00'	8.37'	17.00

CURVE TABLE WALKWAY CENTERLINE				
CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C34	29.92'	90.00'	15.10'	19.05
C35	65.06'	170.00'	32.93'	21.93
C36	32.30'	90.00'	16.33'	20.57
C37	18.11'	90.00'	9.09'	11.53
C39	80.19'	45.00'	55.67'	102.10
C40	49.08'	40.00'	28.17'	70.31
C41	36.08'	80.00'	18.35'	25.84
C42	302.36'	76.00'	170.91'	227.95



REVISIONS									
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD

BKF
4675 MACARTHUR CT.
SUITE 400
NEWPORT BEACH, CA 92660
(949) 526-8460
www.bkf.com

BRUCE W. KIRBY
NO. C 42393

DATE
EXP 03/2024

DRAWN BY:
INITIALS: SS/MG
DATE: 02/24/2023

DESIGNED BY:
INITIALS: SS
DATE: 02/24/2023

DESIGNED BY:
INITIALS: MG
DATE: 02/24/2023

PREPARED UNDER THE SUPERVISION OF:

BRUCE W. KIRBY
No. C 42393
Exp. 03/31/24

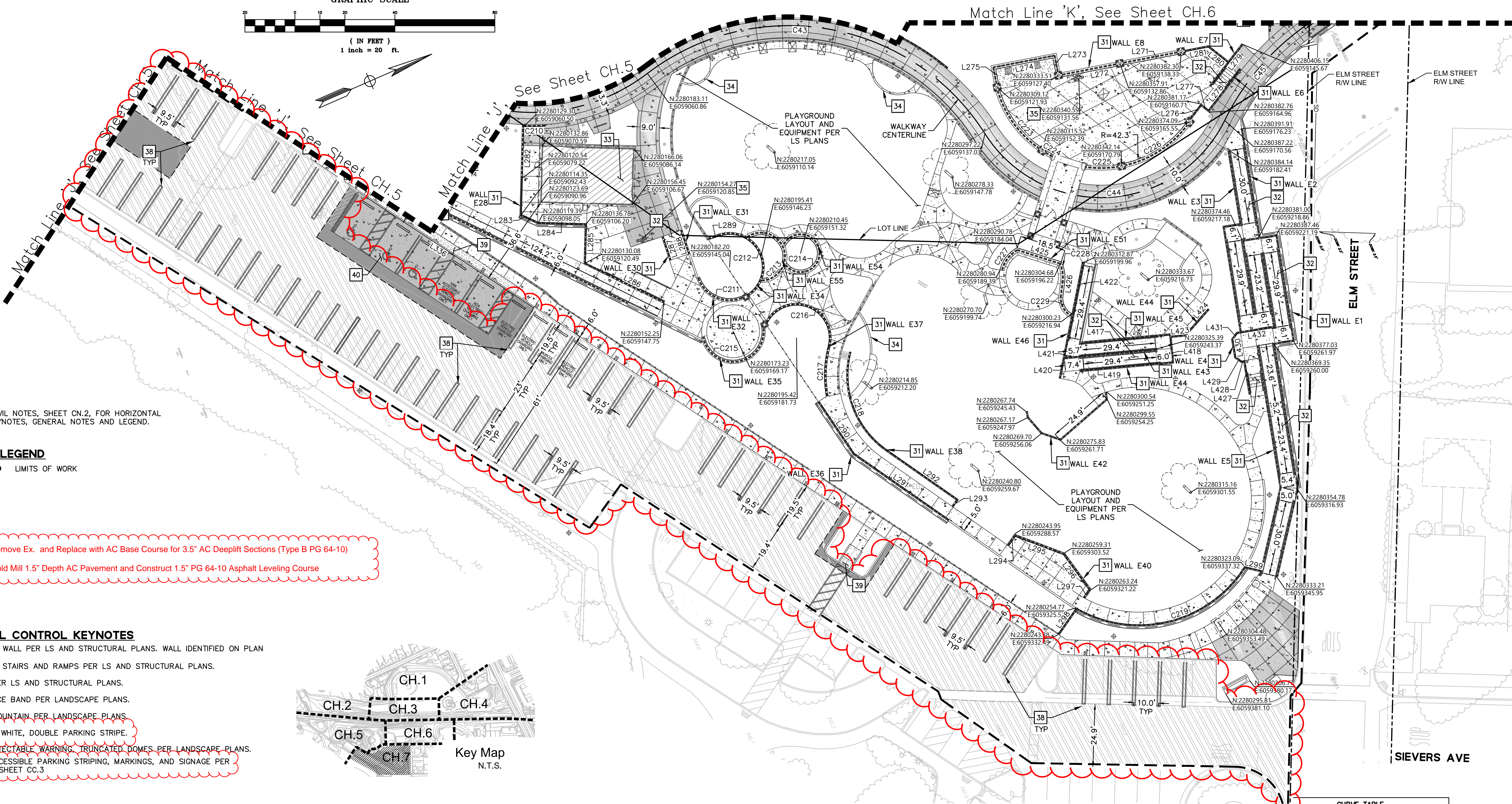
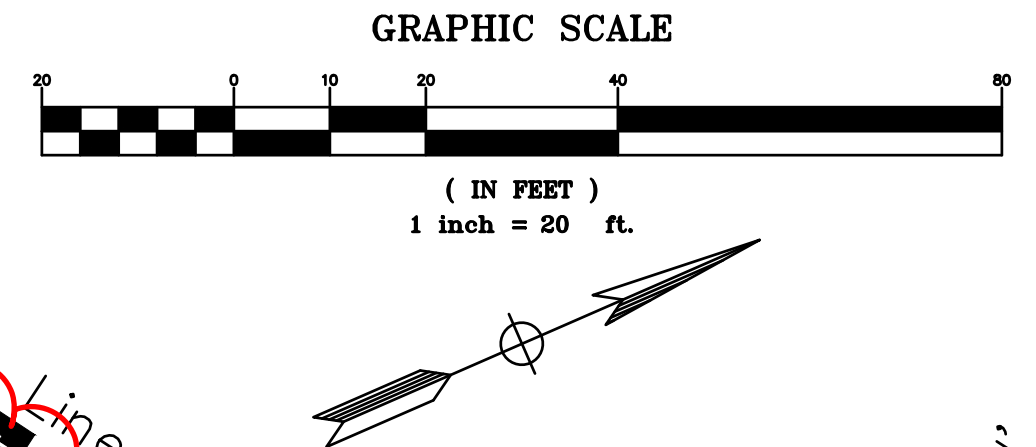
CITY OF BREA

PUBLIC WORKS DEPARTMENT

CIP NO. 7978

**AROVISTA PARK
MODERNIZATION PROJECT**

CIVIL HORIZONTAL CONTROL STRIPING PLAN



NOTES

1. REFER TO CIVIL NOTES, SHEET CN.2, FOR HORIZONTAL CONTROL KEYNOTES, GENERAL NOTES AND LEGEND.

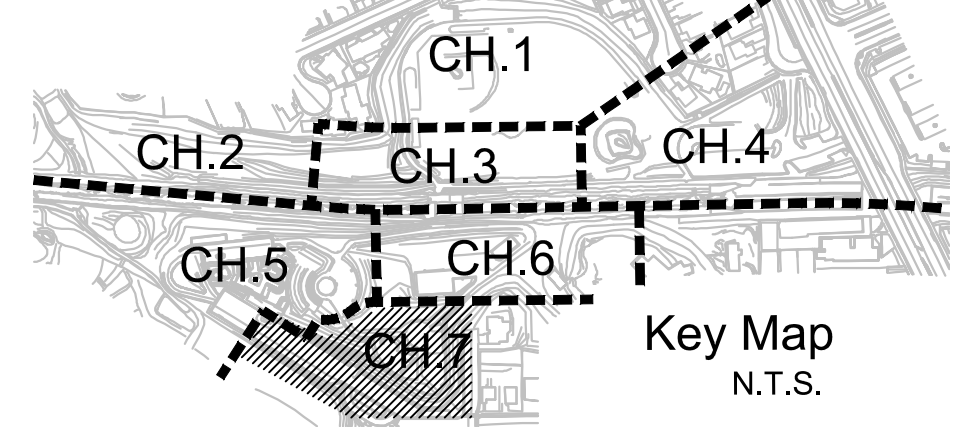
PAVEMENT LEGEND

--- LIMITS OF WORK

Remove Ex. and Replace with AC Base Course for 3.5" AC Deeplift Sections (Type B PG 64-10)

Cold Mill 1.5" Depth AC Pavement and Construct 1.5" PG 64-10 Asphalt Leveling Course

- HORIZONTAL CONTROL KEYNOTES**
- 31 CONSTRUCT WALL PER LS AND STRUCTURAL PLANS. WALL IDENTIFIED ON PLAN
 - 32 CONSTRUCT STAIRS AND RAMPS PER LS AND STRUCTURAL PLANS.
 - 33 BUILDING PER LS AND STRUCTURAL PLANS.
 - 34 MAINTENANCE BAND PER LANDSCAPE PLANS.
 - 35 DRINKING FOUNTAIN PER LANDSCAPE PLANS.
 - 38 INSTALL 4" WHITE, DOUBLE PARKING STRIPE.
 - 39 INSTALL DETECTABLE WARNING, TRUNCATED DOMES PER LANDSCAPE PLANS.
 - 40 INSTALL ACCESSIBLE PARKING STRIPING, MARKINGS, AND SIGNAGE PER DETAIL 10, SHEET CC.3



CURVE TABLE WALKWAY CENTERLINE

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C43	154.30'	93.00'	101.60'	95.06
C44	116.78'	55.00'	98.52'	121.65
C45	49.64'	100.00'	25.34'	28.44

LINE TABLE FACE OF CURB

LINE NO.	LENGTH	DIRECTION
L336	79.83'	N57° 01' 17"E

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L271	22.00'	S12° 37' 48"W
L272	22.00'	S12° 37' 48"W
L273	5.75'	N77° 22' 12"W
L274	23.34'	S12° 37' 48"W
L275	5.75'	S77° 22' 12"E
L276	7.04'	N28° 45' 24"W
L277	3.83'	N61° 14' 36"E
L278	20.69'	N28° 45' 24"W

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L279	21.20'	S28° 45' 24"E
L280	9.74'	N61° 14' 36"E
L281	9.47'	N12° 37' 48"E
L282	35.25'	S64° 53' 54"E
L283	7.55'	N48° 07' 04"E
L284	19.20'	N25° 06' 06"E
L285	15.78'	S64° 53' 54"E
L286	35.13'	N49° 47' 16"E

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L287	9.98'	S84° 56' 13"E
L288	9.98'	N84° 56' 13"W
L289	4.09'	S05° 03' 47"W
L290	25.12'	N79° 30' 04"E
L291	46.28'	N58° 31' 39"E
L292	34.85'	N58° 31' 39"E
L293	3.66'	S31° 38' 21"E
L294	4.59'	N31° 28' 21"W

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L295	20.55'	N44° 13' 23"E
L296	17.28'	N77° 29' 55"E
L297	3.86'	S31° 28' 21"E
L298	13.35'	N31° 28' 21"W
L299	6.61'	N36° 37' 03"E
L417	35.91'	N18° 21' 56"E
L418	10.66'	S71° 38' 04"E
L419	37.11'	N18° 21' 56"E

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L420	7.91'	S55° 10' 07"E
L421	36.61'	N18° 21' 56"E
L422	38.86'	S55° 07' 27"E
L423	5.51'	N18° 21' 56"E
L424	13.87'	N24° 58' 50"W
L425	18.48'	N41° 13' 44"E
L426	6.22'	S59° 39' 42"E
L427	13.66'	N75° 38' 44"W

LINE TABLE FACE OF WALL

LINE NO.	LENGTH	DIRECTION
L428	1.34'	S14° 21' 16"W
L429	2.83'	S59° 21' 16"W
L430	7.00'	N75° 38' 44"W
L431	2.96'	N30° 38' 44"W
L432	15.34'	N14° 21' 16"E

CURVE TABLE FACE OF WALL

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C210	8.65'	81.62'	4.33'	6.07
C211	20.59'	12.59'	13.44'	93.72
C212	37.63'	13.08'	98.40'	164.86
C213	32.01'	8.76'	33.43'	209.37
C214	35.88'	6.76'	3.59'	304.11
C215	36.48'	11.58'	2692.77'	180.49
C216	38.38'	13.08'	125.69'	168.12

CURVE TABLE FACE OF WALL

CURVE NO.	LENGTH	RADIUS	TANGENT	DELTA
C217	20.26'	45.84'	10.30'	25.32
C218	44.25'	36.34'	25.34'	69.78
C219	76.61'	50.00'	48.11'	87.79
C223	28.25'	42.34'	14.68'	38.23
C224	3.04'	42.34'	1.52'	4.12
C225	12.76'	42.33'	6.43'	17.27
C226	29.56'	42.33'	15.41'	40.01
C227	11.57'	13.16'	6.19'	50.36
C228	7.93'	13.16'	4.09'	34.51
C229	8.22'	6.97'	4.67'	67.57



REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'VD

BKF
4675 MACARTHUR CT.
SUITE 400
NEWPORT BEACH, CA 92660
(949) 526-8460
www.bkf.com

BRUCE W. KIRBY
No. C 42393

DATE
EXP 03/2024

DRAWN BY:
INITIALS: SS/MG
DATE: 02/24/2023

DESIGNED BY:
INITIALS: SS
DATE: 02/24/2023

DESIGNED BY:
INITIALS: MG
DATE: 02/24/2023

PREPARED UNDER THE SUPERVISION OF:

BRUCE W. KIRBY
No. C 42393
Exp. 03/31/24

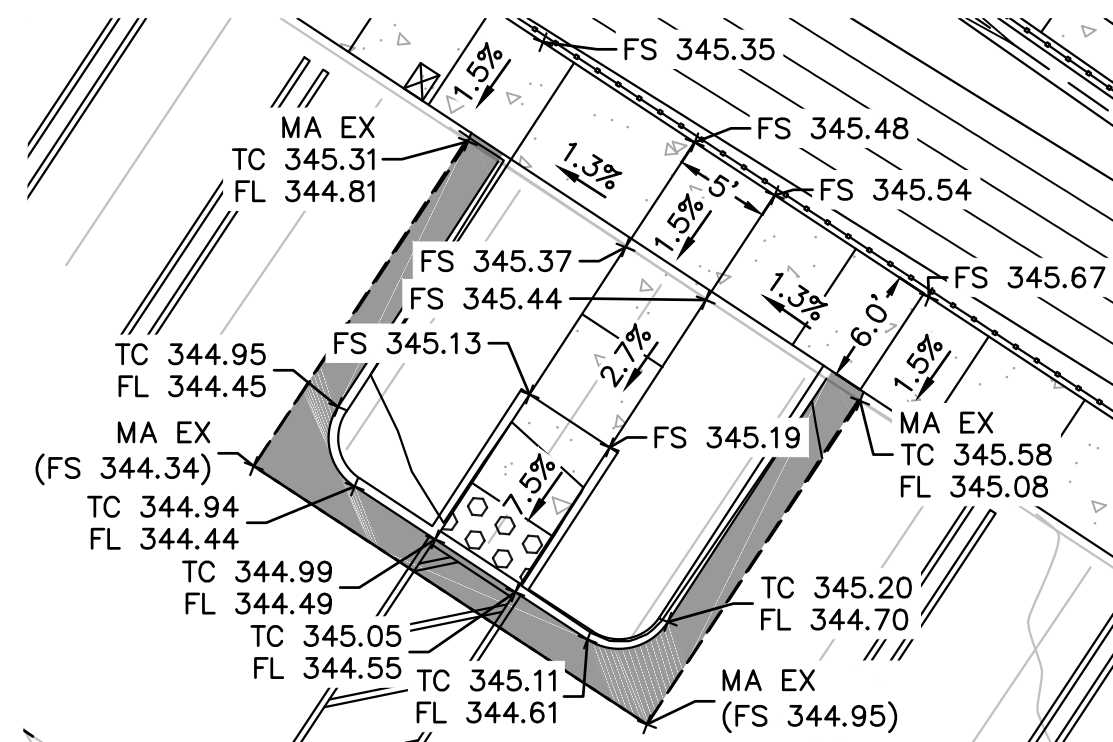
CITY OF BREA

PUBLIC WORKS DEPARTMENT

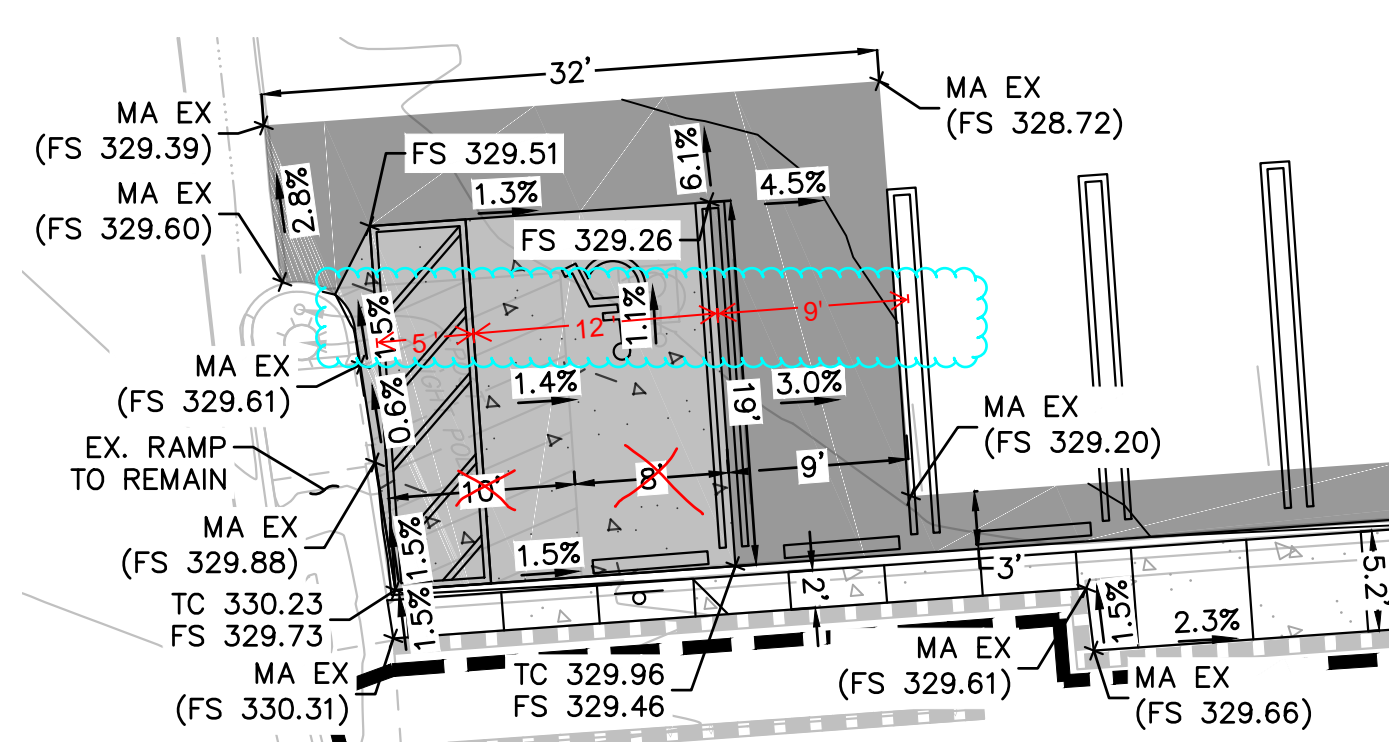
CIP NO. 7978

**AROVISTA PARK
MODERNIZATION PROJECT**

CIVIL HORIZONTAL CONTROL & STRIPING PLAN

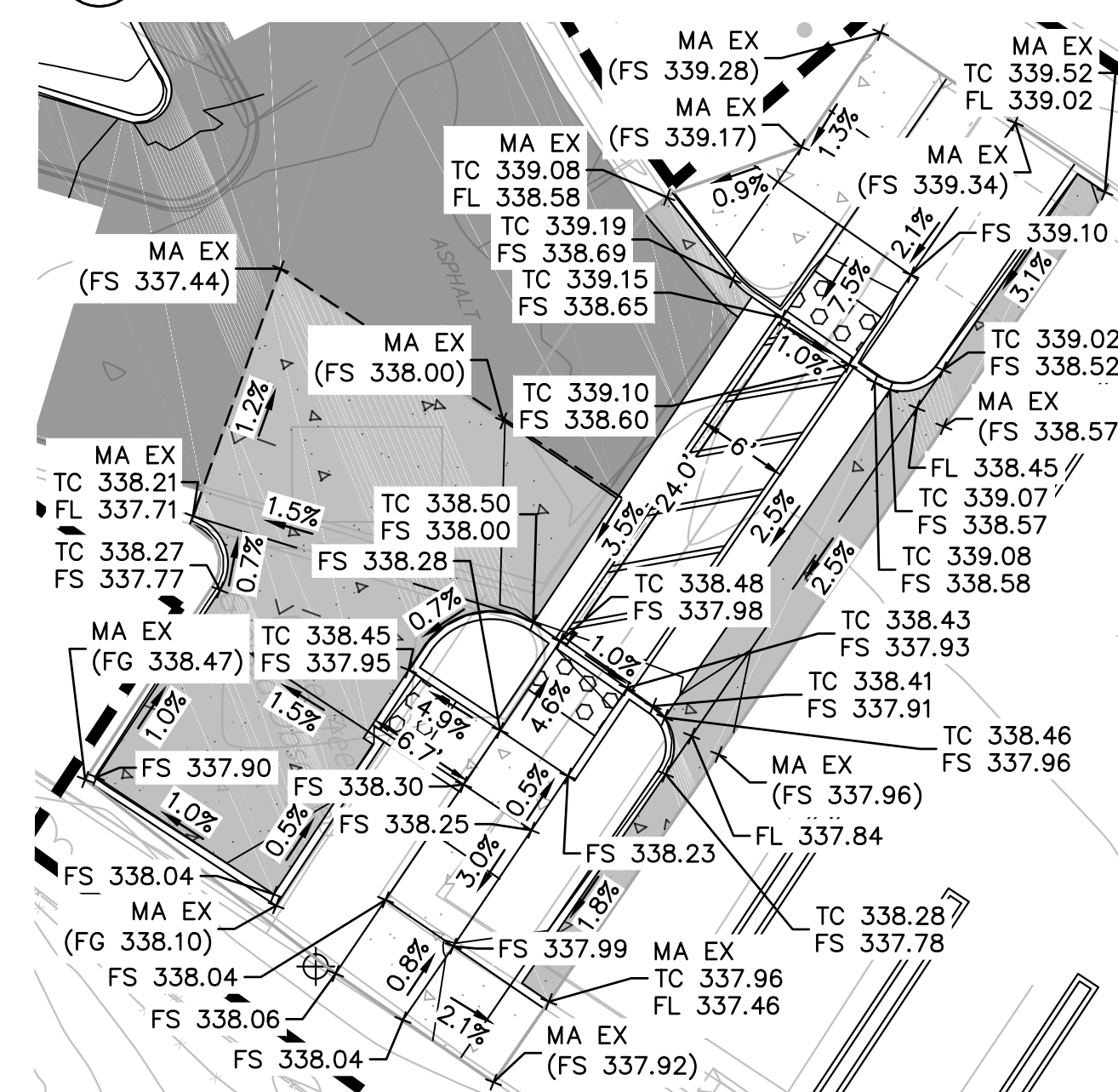


8 GRADING ENLARGEMENT 8
CG.7 SCALE: 1" = 10'



16 GRADING ENLARGEMENT 16
CG.5 SCALE: 1" = 10'

4B GRADING ENLARGEMENT 17 - RAMP 'C'
CG.7 SCALE: 1" = 10'



9 GRADING ENLARGEMENT 9
CG.5 SCALE: 1" = 10'



REVISIONS											
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD		

BKF
4675 MACARTHUR CT.
SUITE 400
NEWPORT BEACH, CA 92660
(949) 526-8460
www.bkf.com

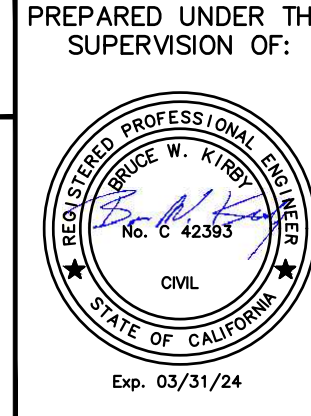
BRUCE W. KIRBY
NO. C 42393

DATE
EXP 03/2024

DRAWN BY:
INITIALS: SS/MG
DATE: 02/24/2023

DESIGNED BY:
INITIALS: SS
DATE: 02/24/2023

DESIGNED BY:
INITIALS: MG
DATE: 02/24/2023



PREPARED UNDER THE SUPERVISION OF:

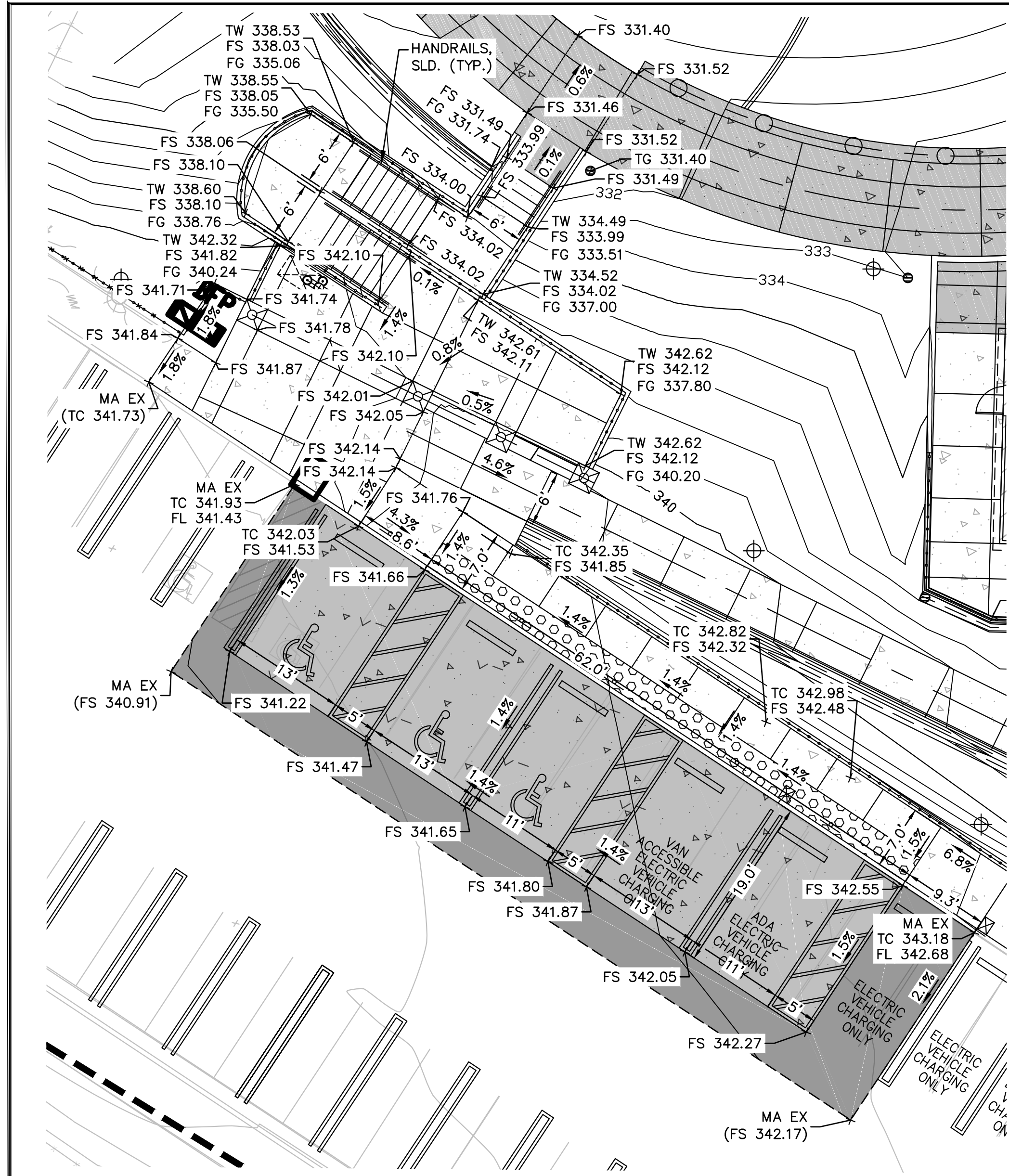
CITY OF BREA

PUBLIC WORKS DEPARTMENT

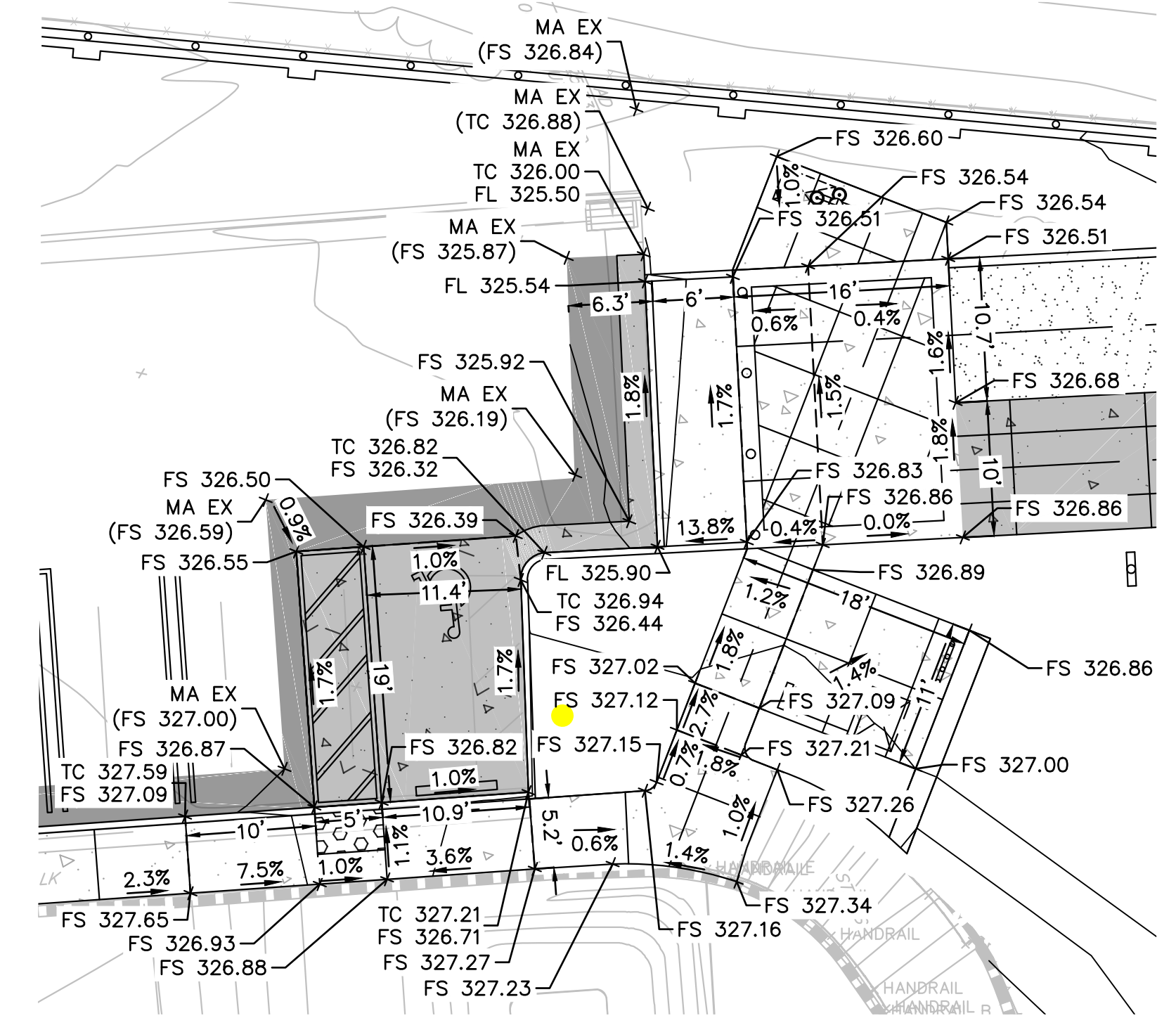
CIP NO. 7978

**AROVISTA PARK
MODERNIZATION PROJECT**

CIVIL GRADING PLAN



10 GRADING ENLARGEMENT 10
 CG.7 SCALE: 1" = 10'



12 GRADING ENLARGEMENT 12
 CG.5 SCALE: 1" = 10'

REVISIONS										
REV.	DATE	BY	DESCRIPTION	APP'VD	REV.	DATE	BY	DESCRIPTION	APP'VD	
	1/19/24		ADDENDUM 1							

BKF
 4675 MACARTHUR CT.
 SUITE 400
 NEWPORT BEACH, CA 92660
 (949) 526-8460
 www.bkf.com

BRUCE W. KIRBY
 NO. C 42393
 DATE
 EXP 03/31/24

DRAWN BY:
 INITIALS: SS/MG
 DATE: 02/24/2023

DESIGNED BY:
 INITIALS: SS
 DATE: 02/24/2023

DESIGNED BY:
 INITIALS: MG
 DATE: 02/24/2023

PREPARED UNDER THE SUPERVISION OF:

BRUCE W. KIRBY
 No. C 42393
 CIVIL
 STATE OF CALIFORNIA
 Exp. 03/31/24

CITY OF BREA

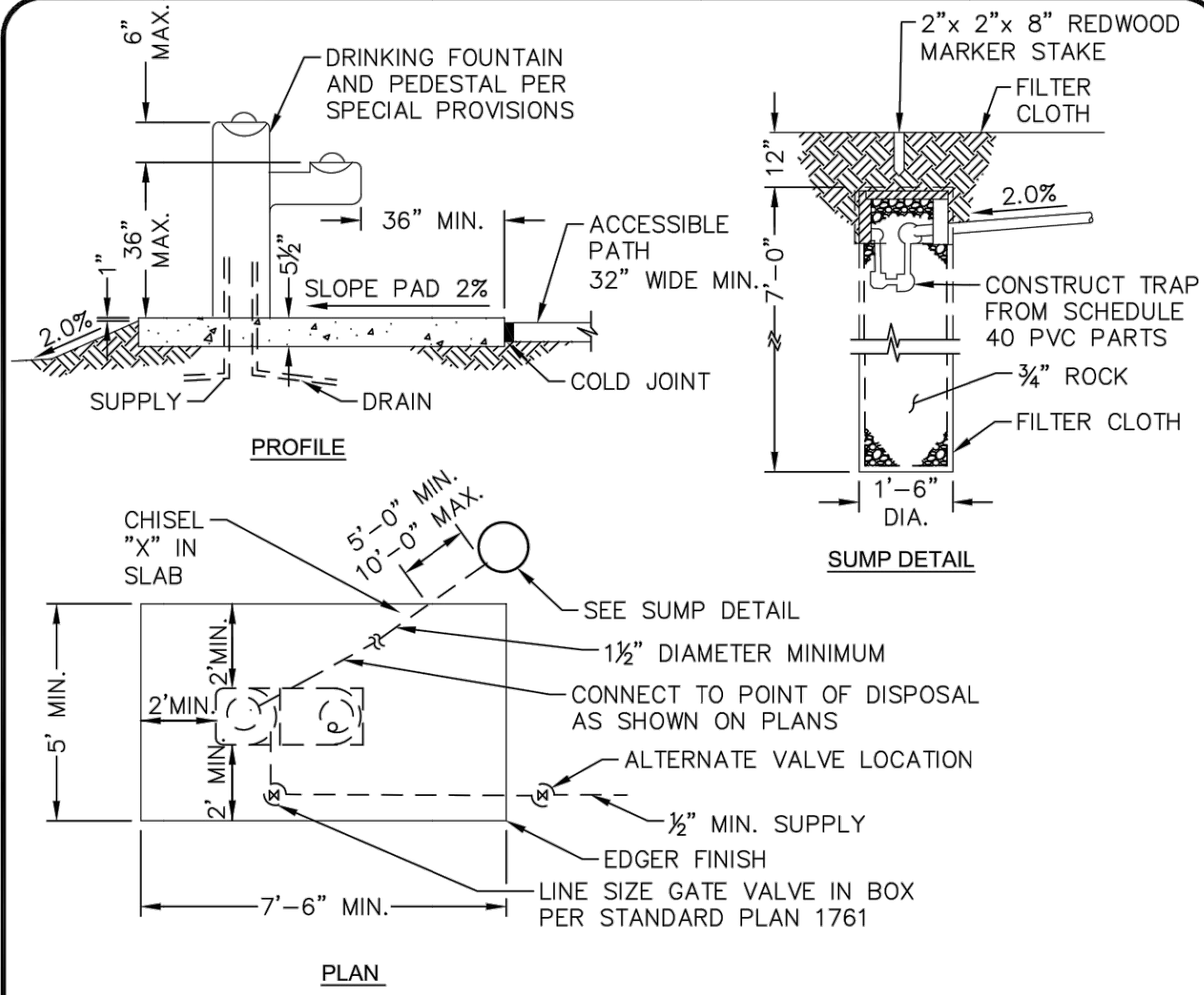
PUBLIC WORKS DEPARTMENT

CIP NO. 7978

**AROVISTA PARK
 MODERNIZATION PROJECT**

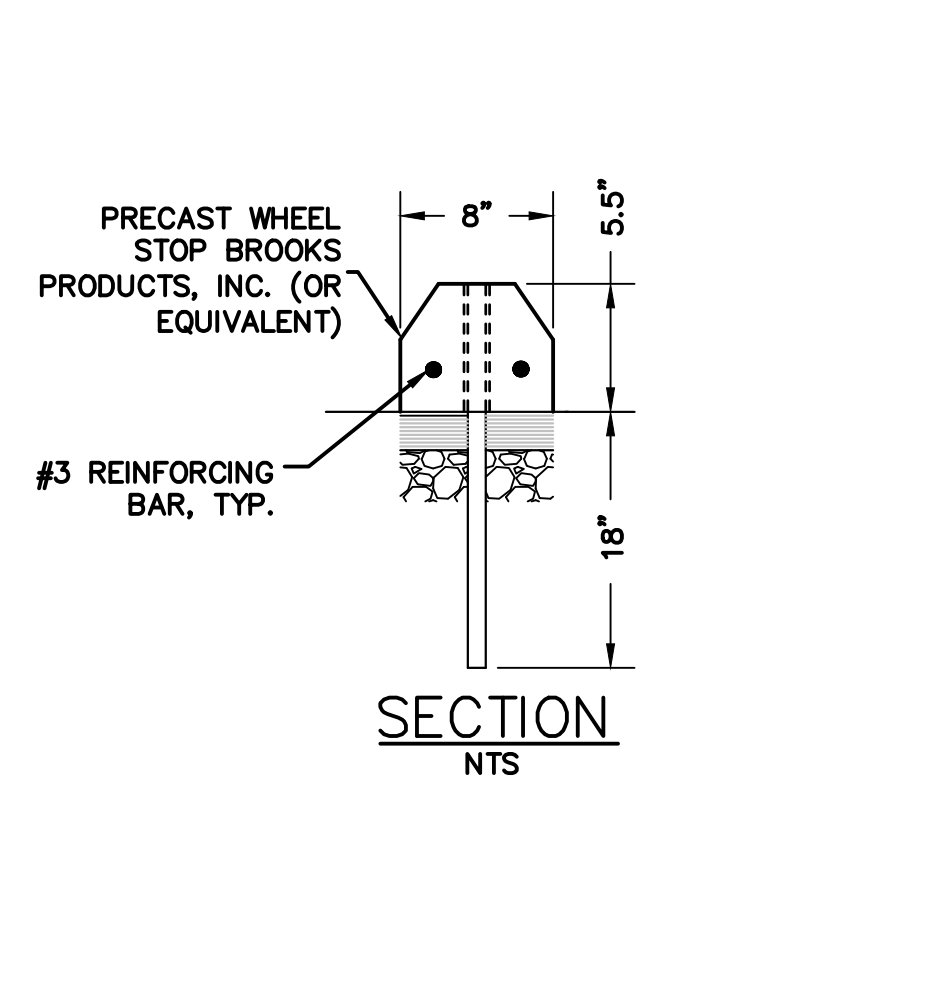
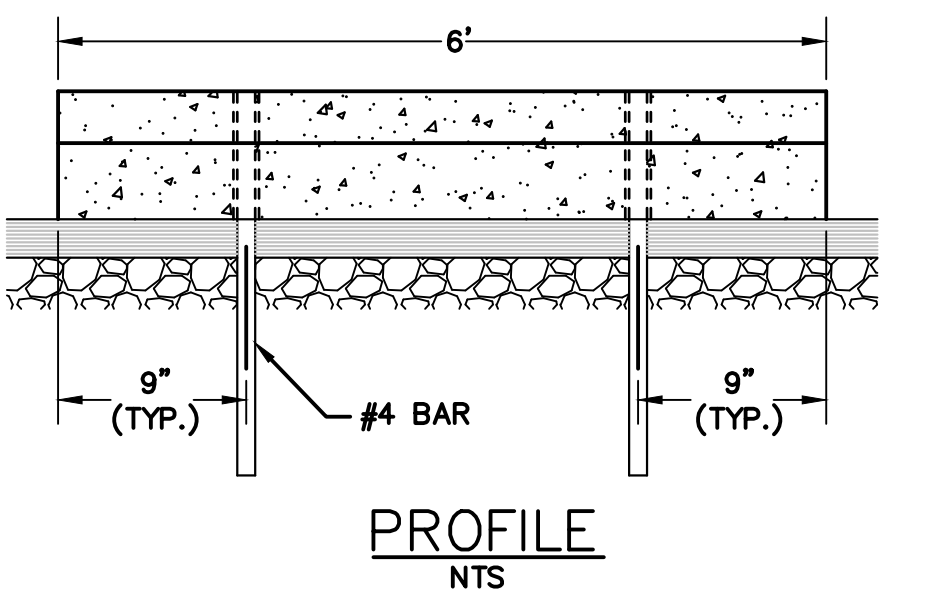
CIVIL GRADING PLAN

SHEET
 CG.9
 32
 OF
 177

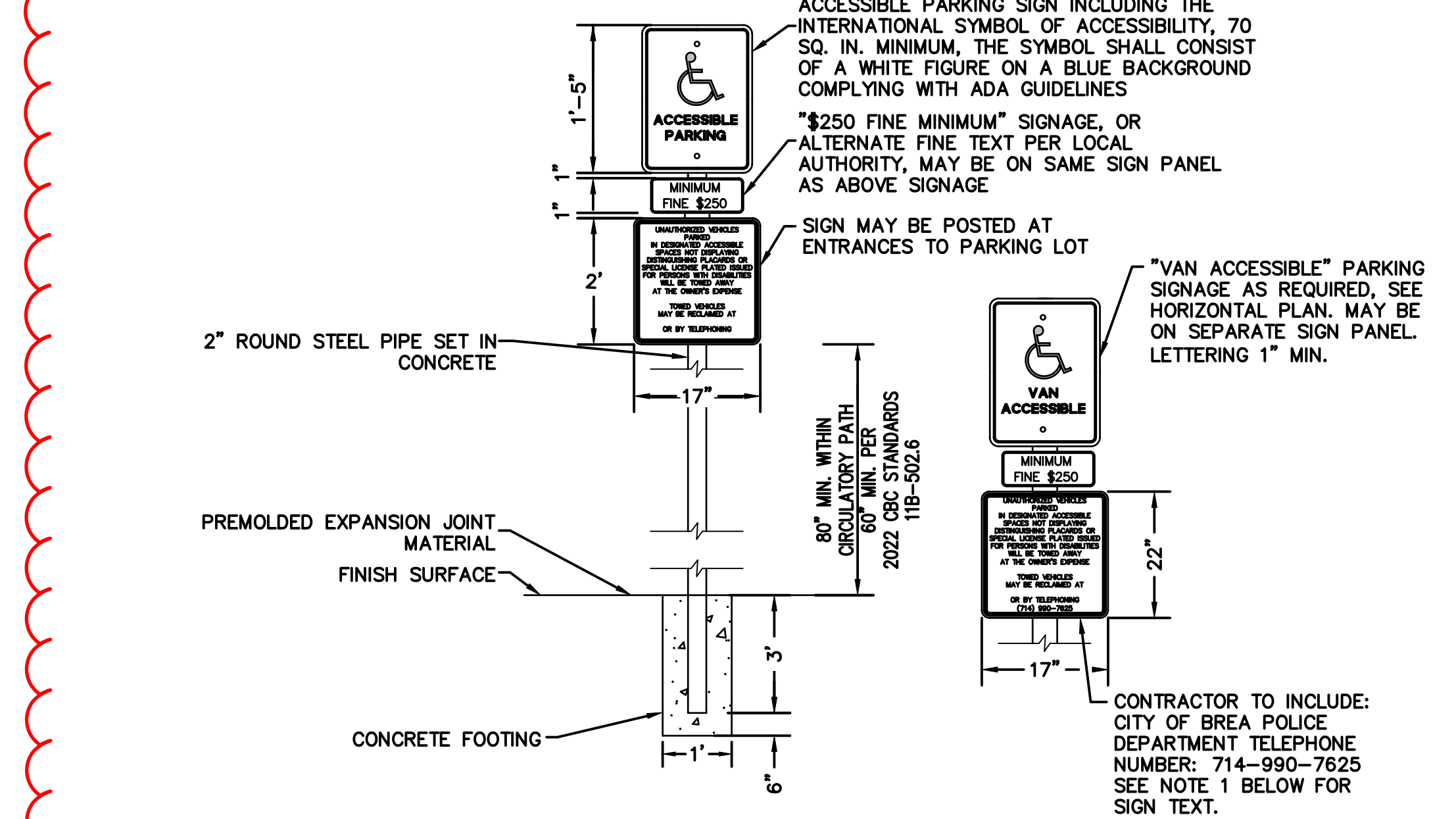


- NOTES:**
- CONCRETE WORK SHALL BE TYPE II OR V, CLASS 5200-C-2500 CONFORMING TO STANDARD PLAN 1803 AND GREENBOOK SECTION 303.
 - COMPACT SOIL TO 90 PERCENT RELATIVE COMPACTION UNDER SLAB AND ABOVE SUMP PER STANDARD PLAN 1801.
 - FILTER CLOTH SHALL BE PER STANDARD PLAN 1808.
 - WHERE A DRINKING FOUNTAIN IS LOCATED WITHIN 200 FEET OF A SEWER, THE DRINKING FOUNTAIN DRAIN SHALL BE CONNECTED TO THE SEWER, UNLESS A SUMP IS CALLED FOR ON THE APPROVED PLANS. (SEE COUNTY ADAPTED AND AMENDED PLUMBING CODE FOR LIMITATIONS ON THE USE OF A SUMP FOR OVERFLOW DRAINAGE). SEE NOTE 6 BELOW.
 - DRINKING FOUNTAIN SHALL BE IN COMPLIANCE WITH ADA REQUIREMENTS.
 - 2022 CPC ALLOWS DRINKING FOUNTAIN DRAINAGE TO SUMP PER SECTIONS 415.3 & 809.1

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT
 Approved: *Khalid Bazmi, County Engineer*
 Revision: August 2018
DRINKING FOUNTAIN AND SUMP
 STD. PLAN **1613**
 SHT. 1 OF 1

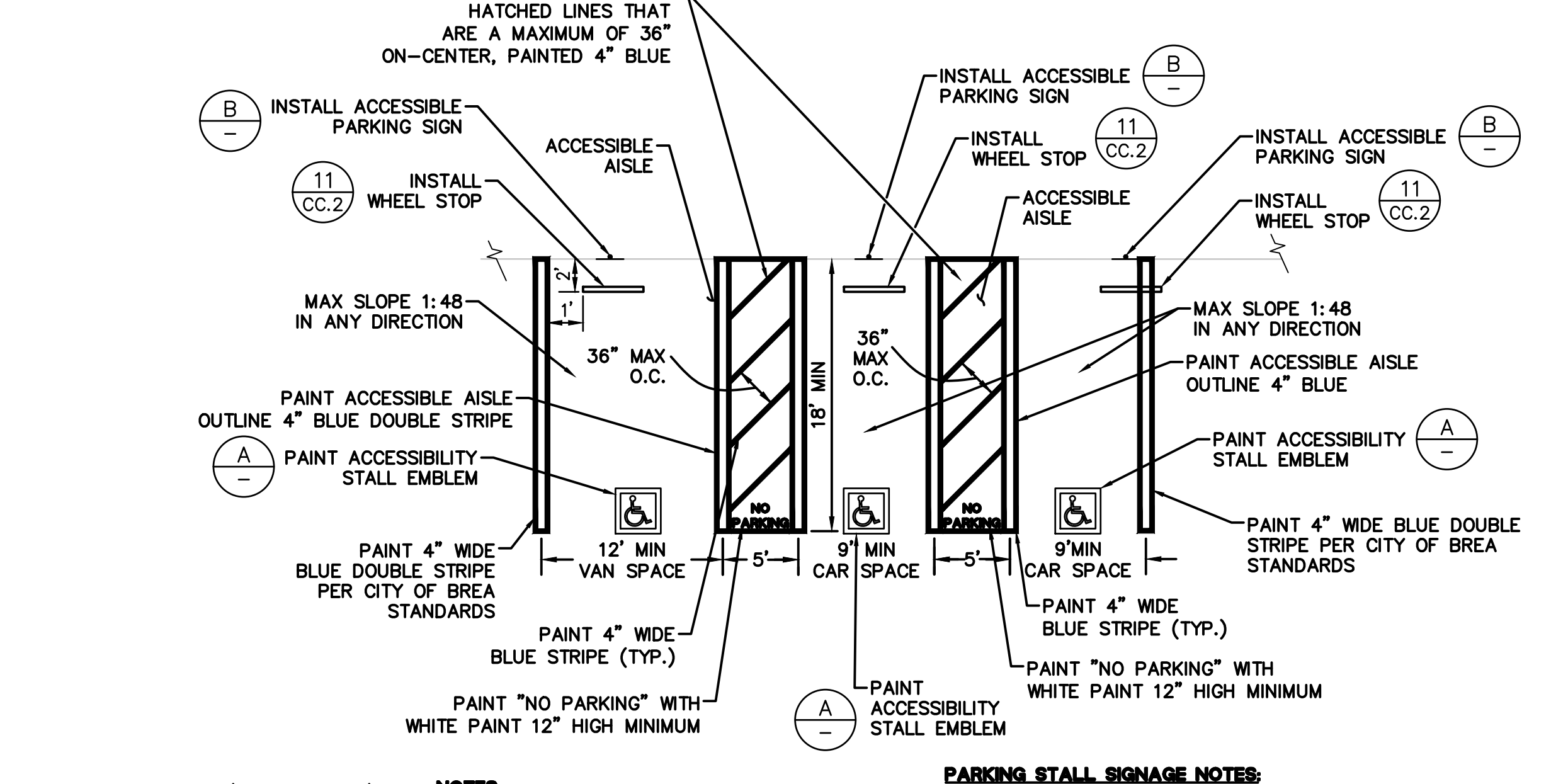


11 CONCRETE WHEELSTOP SCALE: NO SCALE

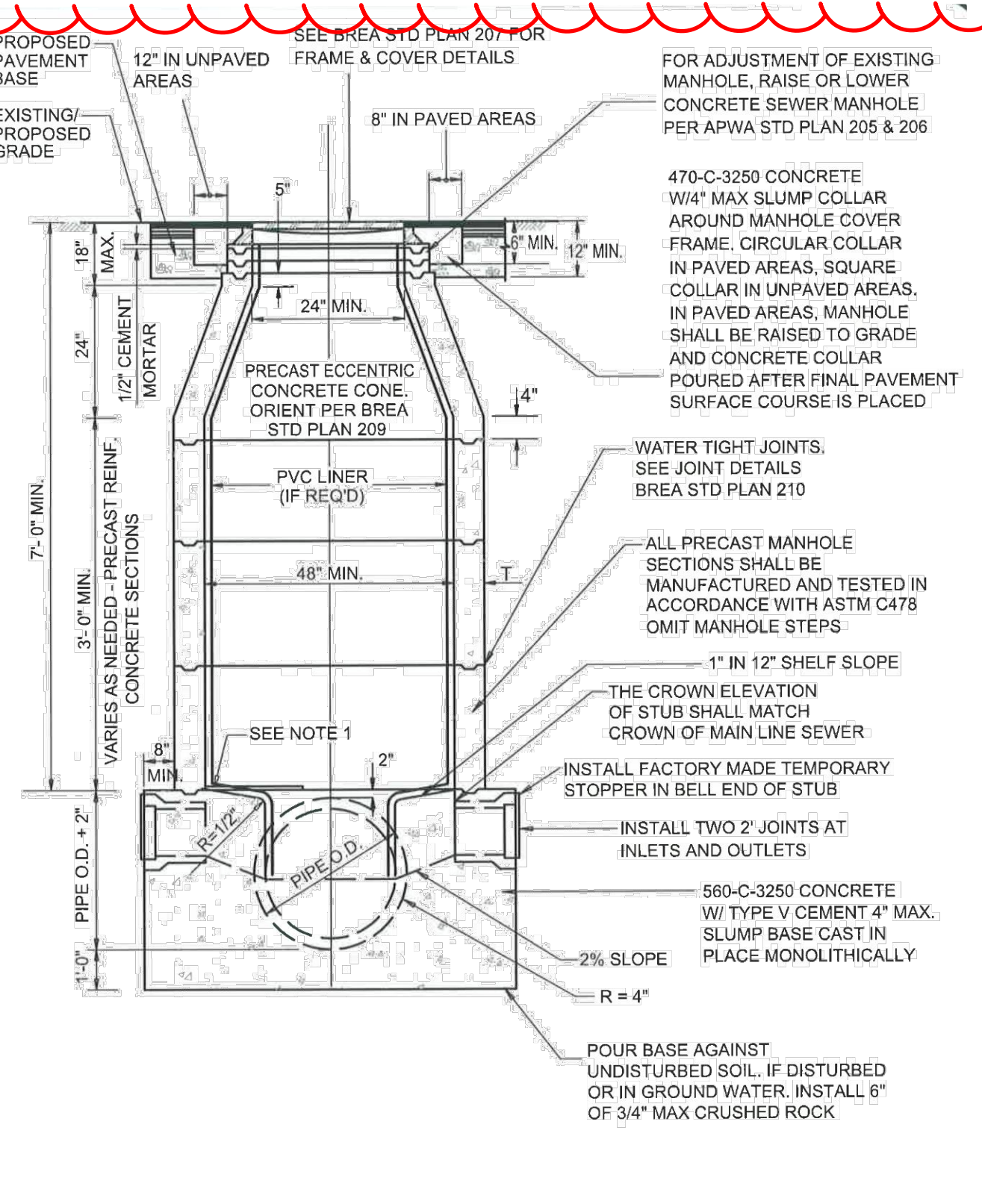


- NOTES:**
- THE SIGN SHALL CLEARLY STATE IN LETTERS WITH A MINIMUM HEIGHT OF 1 INCH THE FOLLOWING: "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHED PLACARDS OR SPECIAL LICENSE PLATED ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT CITY OF BREA POLICE DEPARTMENT OR BY TELEPHONING 714-990-7625."

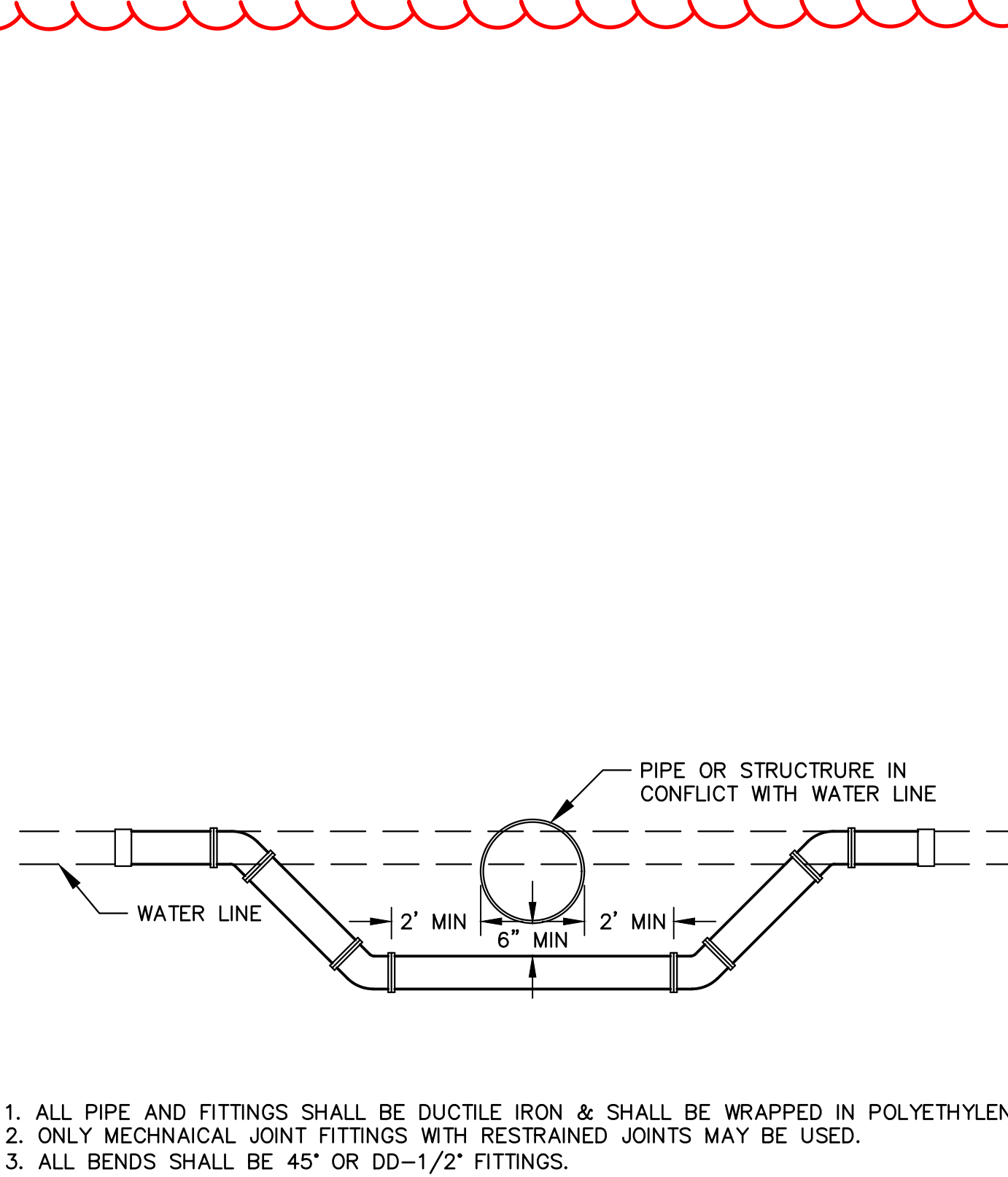
10 TYPICAL ACCESSIBLE PARKING LAYOUT SCALE: NO SCALE



- NOTES:**
- PARKING STALLS MARKING SHALL COMPLY WITH CBC 2022 SECTION 11B-502.6.4.1
 - PAINT SYMBOL AND PERIMETER WITH (2) COATS OF TRAFFIC WHITE
 - PAINT SYMBOL BACKGROUND WITH (2) COATS OF TRAFFIC BLUE (COLOR #15090 IN FED. STD. 595C)
- PARKING STALL SIGNAGE NOTES:**
- PARKING STALL SIGNAGE SHALL COMPLY WITH CBC 2022 SECTION 11B-502.6, 11B-703 & 11B-502.8.
 - A PARKING SPACE IDENTIFICATION SIGN SHALL BE VISIBLE FROM EACH PARKING SPACE. SIGNS SHALL BE PERMANENTLY POSTED EITHER IMMEDIATELY ADJACENT TO THE PARKING SPACE OR WITHIN THE PROJECTED SPACE WIDTH AT THE HEAD END OF THE PARKING SPACE. SIGNS MAY ALSO BE PERMANENTLY POSTED ON A WALL AT THE INTERIOR END OF THE PARKING SPACE.
- *THE ACCESS AISLE SHALL COMPLY 2022 CBC SECTION 11B-502.2



13 TYPICAL MANHOLE SCALE: NO SCALE



14 WATER LINE UNDER STRUCTURE

1. ALL PIPE AND FITTINGS SHALL BE DUCTILE IRON & SHALL BE WRAPPED IN POLYETHYLENE.
 2. ONLY MECHANICAL JOINT FITTINGS WITH RESTRAINED JOINTS MAY BE USED.
 3. ALL BENDS SHALL BE 45° OR DD-1/2" FITTINGS.

REV.	DATE	BY	DESCRIPTION	APP'VD

REV.	DATE	BY	DESCRIPTION	APP'VD

BKF
 4675 MACARTHUR CT.
 SUITE 400
 NEWPORT BEACH, CA 92660
 (949) 526-8460
 www.bkf.com

BRUCE W. KIRBY
 NO. C 42393

DATE
 EXP 03/2024

DRAWN BY:
 INITIALS: SS/MG
 DATE: 02/24/2023

DESIGNED BY:
 INITIALS: SS
 DATE: 02/24/2023

DESIGNED BY:
 INITIALS: MG
 DATE: 02/24/2023

CITY OF BREA

PUBLIC WORKS DEPARTMENT

CIP NO. 7978
**AROVISTA PARK
 MODERNIZATION PROJECT**
 CIVIL CONSTRUCTION DETAILS

APPENDIX B
WARRANTY BOND

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea (“Owner”) has awarded to

 (“Principal”), a contract (“Contract”) for the work described as follows:

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

NOW, THEREFORE, we, the undersigned Principal, and _____

 (Insert name, address , and telephone number of Surety)

(“Surety”), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of

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

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

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

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

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

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

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

APPENDIX C
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of _____ (“Public Agency”), has awarded to _____

_____ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____ ,

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

APPENDIX D
PAYMENT BOND

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of **Brea** (“Public Agency”), State of California, has awarded to **XXXX** (“Principal”) a contract (the “Contract”) for the Work described as follows:

JOYCE DRIVE CAPE SEAL, CIP NO. 7312 (“Project”).

(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of **XXXXXXXX (\$XXXXXX.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor

Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JOANNE VEEDOR
DIRECTOR
ADMINISTRATIVE SERVICES

MONICA SCHMIDT
INTERIM DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

PAMELA PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

February 17, 2026

Anthony Godoy, Senior Management Analyst
City of Brea
1 Civic Center Circle
Brea, CA 92821

Re: Bid # 012-000089-NC - FY 2026-27 Public Facilities & Improvements RFA – Notice of Award

Dear Anthony Godoy:

Thank you for submitting a proposal for the Bid # 012-000089-NC FY 2026-27 Public Facilities & Improvements RFA.

Based upon the County of Orange's award procedures as set forth in the RFA, OC Community Resources is pleased to inform you that your applications for: City of Brea PF&I Brea Community Center Backup Power Generator and City of Brea PF&I Brea Senior Center Parking lot Resurfacing (Wait Listed Funded with FY 2024-25 Brea funds) are being recommended for funding.

The preliminary funding allocation for FY 2026–27 is \$170,000 & \$150,000, respectively. Please note that the final funding amount is subject to U.S. Department of Housing and Urban Development (HUD) appropriations, any conditions placed on your application, and approval by the Board of Supervisors. Due to a funding decrease this year, please contact Craig Fee (Craig.Fee@occr.ocgov.com) and me (Nina.Campas@occr.ocgov.com) to review and revise your contract deliverables accordingly.

As stated in the RFA, other requirements and steps are needed to complete the contract negotiation progress. Therefore, the Program Manager from OC Housing & Community Development has or will be contacting you in the near future on the necessary items you will need.

To conclude, I want to congratulate the City of Brea on being selected for the proposed activities.

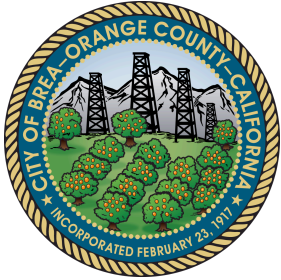
Sincerely,

DocuSigned by:
Nina Campmas

A441B59B298D483...
Nina Campmas (Human Services Procurement Manager)

Cc: Craig Fee, Program Manager, OC Housing & Community Development

OFFICE OF THE DIRECTOR
COUNTY ADMINISTRATION SOUTH
601 N. ROSS STREET, 6TH FLOOR
SANTA ANA, CA 92701
PHONE: 714.480.2788
FAX: 714.480.2899



CITY of BREA

Finance Committee Communication
 May 26, 2026
 Item No. 3C.

Road Repair and Accountability Act - Local Streets and Roads Funding Program, Fiscal Year 2026-27 Proposed Project List

TO	PREPARED BY
Finance Committee Members	Wade Whitman, Management Analyst I
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council take the following action:

1. Adopt a Resolution approving projects funded by the Road Repair and Accountability Act.

BACKGROUND/DISCUSSION

On April 28, 2017, the Governor signed Senate Bill 1, which is known as the Road Repair and Accountability Act of 2017 ("RRAA"). The RRAA increased fuel taxes and vehicle registration fees to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local road system.

In 2017, the State Controller ("Controller") began depositing this new funding into a newly created Road Maintenance and Rehabilitation Account ("RMRA") (Fund 221). A percentage of this new RMRA funding has been apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code ("SHC") Section 2032(h). The City of Brea has been receiving annual funding pursuant to a prescribed formula in the approximate amount of \$1,200,000.

Additionally, RRAA emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, to be eligible for RMRA funding, the statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission ("Commission") and to adopt a "Project List" by resolution and submit it to the Commission by July 1 of each year.

Therefore, for FY 2026-27, staff proposes to use RMRA funds for Birch Street Improvements Phase II, from Associated to Valencia, CIP Project No. 7329, and Birch Street from Brea Boulevard to Associated Road, CIP Project No. 7335. Both CIP 7329 and 7335 consist of the removal and reconstruction of curb, gutter, and ADA ramps, as well as grind and overlay paving improvements on Birch Street. Staff has prepared a Resolution to adopt the Project List, which complies with the RRAA Guidelines.

FISCAL IMPACT/SUMMARY

The RRAA Guidelines require that cities/counties adopt a project list by resolution to demonstrate how they intend to use the FY 2026-27 RMRA funds, and submit said resolution to the Commission by July 1, 2026. Staff has identified Projects 7329 and 7335 within the 2025-27 CIP, and these projects are eligible for these funds. Therefore, staff recommends that the City Council consider adopting a Resolution that approves the RMRA Project List for submittal to the Commission by July 1, 2026. RMRA funds were part of the FY 2025-27 CIP Budget for Projects 7329 and 7335, totaling approximately \$500,000. The RMRA Fund balance is about \$2,300,000 at the beginning of FY 2026-27. The RMRA resolution is approved to form and completeness by the California Transportation Commission.

Attachments

[Attachment A - Resolution.pdf](#)

RESOLUTION NO. 2026-xxx

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

A. RECITALS:

(i) WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

(ii) WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

(iii) WHEREAS, the City of Brea must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

(iv) WHEREAS, the City of Brea, will receive an estimated \$1,344,003 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

(v) WHEREAS, this is the tenth year in which the City of Brea is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges,

and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

(vii) WHEREAS, the City of Brea has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

(viii) WHEREAS, the City of Brea used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

(ix) WHEREAS, the funding from SB 1 will help the City of Brea maintain and rehabilitate approximately one and a half miles of street throughout the City this year and approximately one and a half miles of similar projects into the future; and

(x) WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Brea's streets and roads are in a "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

(xi) WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

B. RESOLUTION:

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Brea, State of California, as follows:

- a) The foregoing recitals are true and correct.
- b) The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title: CIP 7335 Birch Street Improvements Brea Blvd. to S. Associated Rd.

Project Description: This project will improve the pavement on Birch Street between Brea Blvd. and S. Associated Rd., pursuant to the City's Pavement Management Plan. The improvements will include paving upgrades, the removal and reconstruction of curb, gutter, sidewalk, and ADA ramps within the project limits.

Project Location: Birch Street between Brea Blvd. and S. Associated Rd.

Estimated Project Schedule: Start (07/26) – Completion (06/28)

Estimated Project Useful Life: 20+ years

- c) The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: CIP 7329 – Birch Street Improvements S. Associated Road to Valencia

Project Description: This project will improve the pavement on Birch Street between S. Associated Road and Valencia Avenue, pursuant to the City’s Pavement Management Plan. The improvements will include paving upgrades, the removal and reconstruction of curb, gutter, and ADA ramps within the project limits.

Project Location: Birch Street between S. Associated Road and Valencia Avenue

Estimated Project Schedule: Start (07/24)– Completion (06/26)

Estimated Project Useful Life: 20+ years

APPROVED AND ADOPTED by the City Council of the City of Brea, State of California this 2nd day of June, 2026, by the following vote:

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

I, Victoria Popescu, 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 2nd day of June 2026, by the following vote:

AYES: COUNCIL MEMBERS:

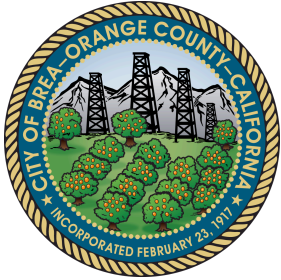
NOES: COUNCIL MEMBERS:

RESO NO. 2026-xxx
June 02, 2026

ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Victoria Popescu, City Clerk



CITY of BREA

Finance Committee Communication
 May 26, 2026
 Item No. 3D.

Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2026-27

TO	PREPARED BY
Finance Committee Members	Wade Whitman, Management Analyst I
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council take the following actions:

1. Approve and authorize staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2026-27 through 2032-33 to comply with Measure M2 eligibility criteria; and
2. Adopt Resolutions concerning the status and update of the Local Signal Synchronization Plan (LSSP) for the Measure M (M2) Program.

BACKGROUND/DISCUSSION

To remain eligible to receive Measure M2 sales tax revenue, the City must submit annual documentation of its transportation-related programs to OCTA. Every seven years, OCTA requires an expanded submittal of the City's programs and projects affecting circulation and transportation to verify that these elements align with Measure M2 and countywide plans.

This year's submittal requires the following documentation:

1. Eligibility Checklist
2. 7-year Capital Improvement Program (CIP) Budget presented in the OCTA format
3. Maintenance of Effort (MOE) Documentation
4. Local Signal Synchronization Plan (LSSP)*
5. Transit / Non-Motorized Transportation Letter

*Requires Council Resolution

M2 SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM (CIP)

The City's Measure M2 Seven-Year CIP for Fiscal Years 2026-27 through 2032-33 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects. The M2 Seven-Year CIP is consistent with the proposed Citywide Capital Improvement Program Budget for Fiscal Years 2027-2033. The submittal of the M2 Seven-Year CIP does not commit the City to fund the identified improvements. However, projects must be in the M2 Seven-Year CIP to be eligible for Measure M2 funding. This document is updated annually for changes based on City Council priorities. The City's Seven-Year CIP includes 73 projects with a total preliminary projected budget requirement of approximately \$112 million over the seven years. The M2 CIP document emphasizes projects that improve circulation, mitigate traffic congestion, and maintain the City's investment in existing transportation infrastructure. As part of the Measure M (M2) Eligibility Submittal Package, OCTA requires an update to the LSSP every 3 years. Local traffic signal synchronization helps to reduce fuel consumption and vehicle emissions by reducing travel time and improving travel speed. This document is included in Attachment C and in the formatting required by OCTA.

FISCAL IMPACT/SUMMARY

Annual submittal of Measure M2 eligibility documentation to OCTA is required to receive Measure M2 sales tax revenue funds. The eligibility process this year requires the submittal of the five items listed above, including the adoption of a resolution affirming that the City adopts and maintains an LSSP consistent with the goals outlined in OCTA's Regional Traffic Signal Synchronization Program. Approval of the recommended action will satisfy these requirements.

Fulfilling the eligibility requirements for FY 2026-27 will confirm the City's ability to continue receiving M2 funds. In addition, the City's annual M2 local jurisdiction apportionment, more commonly referred to as "Fairshare," is anticipated to be approximately \$1,447,411 for Fiscal Year 2026-27. This action has no impact to the General Fund.

Attachments

[Attachment A - Eligibility Checklist.pdf](#)

[Attachment B - 7-Year OCTA Project Listing Report.pdf](#)

[Attachment C - Local Signal Synchronization Plan.pdf](#)

[Attachment D - LSSP Resolution.pdf](#)

[Attachment E - MOE Certification Form.pdf](#)

[Attachment F - General Plan Transit & Active Transportation Letter.pdf](#)

APPENDIX D

Eligibility Checklist

Jurisdiction:

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted M2 seven-year CIP to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Did you utilize the required OCTA OCFundtracker CIP database?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	c. Are there any non-transportation related projects included in your M2 CIP? (Note: Projects funded through ECP are considered transportation-related)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: <u>06/02/26</u> *Must be prior to July 31		
Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Did you provide supporting budget documentation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pavement Management Plan (PMP)		YES	NO
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	<input type="checkbox"/>	<input type="checkbox"/>
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	<input type="checkbox"/>	<input type="checkbox"/>
4.	If you answered "no" to question 3, did you submit a PMP update to OCTA through the previous eligibility cycle by the required deadline?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolution of MPAH Consistency		YES	NO
5.	Did you submit a resolution indicating conformance with the MPAH?	<input type="checkbox"/>	<input type="checkbox"/>
	a. Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	<input type="checkbox"/>	<input type="checkbox"/>
Local Signal Synchronization Plan (LSSP)		YES	NO
6.	Did you adopt and submit an update to the LSSP as part of the current cycle?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

APPENDIX D

Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. If no, has a time extension been requested through the CTFP semi-annual review process for funds subject to expiration?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mitigation Fee Program (MFP)		YES	NO
9.	Does your jurisdiction currently have a defined development impact MFP in place?	<input type="checkbox"/>	<input type="checkbox"/>
10.	Has an update to the MFP occurred since the last reporting period?	<input type="checkbox"/>	<input type="checkbox"/>
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>
Planning Strategies		YES	NO
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Forums		YES	NO
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. If you answered yes, provide date(s) of attendance: <u>09/09/25, 02/03/26</u>		
Congestion Management Program (CMP)		YES	NO
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	<input type="checkbox"/>	<input type="checkbox"/>

Michael Ho

05/14/26

Name (Print)

Signature

Date

Orange County Transportation Authority
FY 2026/27 - FY 2032/33 Capital Improvement Program

TIP ID CP-10876	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 12-BREA-ECP-3605	Project Title
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 2
Type of Work: Environmental Cleanup	Project Description
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project would use BMPs to install catch basin filters throughout the City.
Limits	<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>
Citywide	
Project Notes	<u>Totals:</u> \$0 \$0 \$0 \$0 \$0 \$0
Carryover maintenance project for FY26/27. Funds reflected in prior year(s).	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-10878	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 13-BREA-ECP-3683	Project Title
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 3
Type of Work: Environmental Cleanup	Project Description
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project would use BMPs to install catch basin filters throughout the City.
Limits	<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>
Citywide	
Project Notes	<u>Totals:</u> \$0 \$0 \$0 \$0 \$0 \$0
Carryover maintenance project for FY26/27. Funds reflected in prior year(s).	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-10916	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 15-BREA-ECP-3798	Project Title
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 5
Type of Work: Environmental Cleanup	Project Description
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project uses best management practices to install catch basin filters throughout the City.
Limits	<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>
Citywide	
Project Notes	<u>Totals:</u> \$0 \$0 \$0 \$0 \$0 \$0
Carryover maintenance project for FY26/27. Funds reflected in prior year(s).	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-10921	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 16-BREA-ECP-3846	Project Title
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 6
Type of Work: Environmental Cleanup	Project Description
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$35,992 per FY) from FY 17/18 through FY 26/27.
Limits	<u>FISCAL YEAR</u> <u>FUND TYPE</u> <u>ENG</u> <u>ROW</u> <u>CON/IMP</u> <u>O&M</u> <u>TOTAL</u> <u>TOTAL ESCALATED</u>
Citywide	
Project Notes	<u>Totals:</u> \$0 \$0 \$0 \$0 \$0 \$0
Carryover maintenance project for FY26/27.	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-10923		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 16-BREA-ECP-3847	Project Title							
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 7							
Type of Work: Environmental Cleanup	Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$37,800 per FY) from FY 17/18 through FY 26/27.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide								
Project Notes	Totals: \$0 \$0 \$0 \$0 \$0 \$0							
Carryover maintenance project for FY26/27.								
Last Revised: 26-00 - In Progress							Total Programmed: \$0	

TIP ID CP-10927		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 16-BREA-ECP-3848	Project Title							
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 8							
Type of Work: Environmental Cleanup	Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project uses BMPs to install catch basin inserts throughout the city. Project has 10 year O&M match requirement (\$15,589 per FY) from FY 17/18 through FY 26/27.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide								
Project Notes	Totals: \$0 \$0 \$0 \$0 \$0 \$0							
Carryover maintenance project for FY26/27.								
Last Revised: 26-00 - In Progress							Total Programmed: \$0	

TIP ID CP-10724		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: N/A	Project Title							
Additional Project IDs:	CIP 7218 - Traffic Signal Controller Upgrade							
Type of Work: Traffic Signals	Project Description							
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment	This project will replace obsolete traffic signal controllers, install video detection and upgrade traffic signal equipment citywide.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Brea limits								
Project Notes	2027	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$102,100
Impact Fees (Traffic Nexus). Annual program.	2027	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$51,400
	2028	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$104,259
	2028	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$52,839
	2029	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$54,319
	2029	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$106,478
	2030	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$55,840
	2030	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$108,759
	2031	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$57,403
	2031	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$111,105
	2032	Measure M2 Local Fairshare	\$25,000	\$0	\$75,000	\$0	\$100,000	\$113,516
	2032	Traffic Impact Fees	\$0	\$0	\$50,000	\$0	\$50,000	\$59,010
	Totals: \$150,000 \$0 \$750,000 \$0 \$900,000 \$977,028							
Last Revised: 26-00 - In Progress							Total Programmed: \$900,000	

TIP ID CP-10725	IMPLEMENTING AGENCY Brea, City of
Local Project Number: N/A	Project Title
Additional Project IDs:	CIP 7219 - Traffic Calming Improvements
Type of Work: Safety	Project Description
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.	This is an annual program for the development and implementation of traffic calming improvements as recommended by Traffic Committee and approved by City Council.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Citywide	2027 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$153,780
Project Notes	2028 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$157,666
Annual Program.	2029 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$161,660
	2030 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$165,767
	2031 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$169,988
	2032 Gas Tax \$15,000 \$0 \$135,000 \$0 \$150,000 \$174,328
	Totals: \$90,000 \$0 \$810,000 \$0 \$900,000 \$983,189
Last Revised: 26-00 - In Progress	Total Programmed: \$900,000

TIP ID CP--3453	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 18-BREA-FAST-3895	Project Title
Additional Project IDs: 18-BREA-FAST-3895	CIP 7251 - SR-57 & Lambert Road Interchange Improvements
Type of Work: Interchange	Project Description
Type of Work Description: Interchange - Reconfigure the interchange between street and freeway to eliminate traffic conflicts	SR-57 & Lambert Road Improvements to provide additional capacity and improve operational performance. Detailed project description of the overall project is included in the Cooperative Agreement C-9-1380. The project is currently funded
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Lambert Road from Pointe Drive to State College, SR-57 Interchange between Tonner Canyon and Imperial Highway	Totals: \$0 \$0 \$0 \$0 \$0 \$0
Project Notes	
Carryover for FY26/27.	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-11401	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 16-BREA-FST-3802	Project Title
Additional Project IDs: 18-BREA-FAST-3895	CIP 7251 - SR-57 Freeway / Lambert Road Interchange
Type of Work: Interchange	Project Description
Type of Work Description: Interchange - New interchange between street and freeway	This project will construct a new eastbound to northbound loop on-ramp and modify the spacing between the existing SR-57 on and off ramps to improve traffic flow. Caltrans is Lead Agency for Environmental & Implementation.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
The limits of this project are the SR-57 Freeway on-ramp and the immediate surroundings.	Totals: \$0 \$0 \$0 \$0 \$0 \$0
Project Notes	
Carryover for FY26/27. ROW and construction phase.	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-10733		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 22-BREA-FST-4015	Project Title	CIP 7306 - Imperial Hwy/SR-57 Interchange Improvements						
Additional Project IDs:	Project Description	Project will widen the SR-57 southbound on-ramp & reconfigure eastbound lanes on Imperial Hwy. The project will improve traffic operational performance & reduce congestion on Imperial Hwy. Caltrans coordination is required.						
Type of Work: Interchange								
Type of Work Description: Interchange - Widen interchange between street and freeway								
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
SR-57 southbound on-ramp and reconfigure eastbound lanes on Imperial Hwy.	2028	Traffic Impact Fees	\$500,000	\$0	\$0	\$0	\$500,000	\$500,000
Project Notes			Totals:	\$500,000	\$0	\$0	\$500,000	\$500,000
Impact Fees (Traffic Nexus). M2 FAST funds requested and recommended for approval during 2022 CTFP Call for Projects. Funding shown as ICE because FAST wasn't on the list. Update when possible. Project Initiation Document started in collaboration with consultant and Caltrans. Carryover for FY26/27. Project is still ongoing but has been withdrawn from previous grant to reapply during a future call for projects.								
Last Revised: 26-00 - In Progress							Total Programmed: \$500,000	

TIP ID CP-10735		IMPLEMENTING AGENCY Brea, City of							
Local Project Number: N/A	Project Title	CIP 7312 - Citywide Slurry Seal Program (PN 7312)							
Additional Project IDs:	Project Description	This project is an annual proactive, street maintenance program through which City streets are slurry sealed on an eight-year cycle. Each year, a listing of specific streets will be determined for slurry seal in coordination with PMP recommendations.							
Type of Work: Road Maintenance									
Type of Work Description: Road Maintenance - Slurry seal of roadway									
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Varies annually	2027	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$308,400	
Project Notes	2028	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$317,035	
Annual program.	2029	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$325,912	
	2030	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$335,038	
	2031	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$344,419	
	2032	Measure M2 Local Fairshare	\$0	\$0	\$300,000	\$0	\$300,000	\$354,063	
			Totals:	\$0	\$0	\$1,800,000	\$0	\$1,800,000	\$1,984,867
Last Revised: 26-00 - In Progress							Total Programmed: \$1,800,000		

TIP ID CP-10736		IMPLEMENTING AGENCY Brea, City of							
Local Project Number: 7313	Project Title	CIP 7313 - Citywide Sidewalk Replacement Program							
Additional Project IDs:	Project Description	This project allows for repair and replacement of displaced concrete sidewalks, curb & gutter, and curb access ramps.							
Type of Work: Pedestrian									
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk									
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide	2027	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$205,600	
Project Notes	2028	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$211,357	
Annual program.	2029	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$217,275	
	2030	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$223,358	
	2031	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$229,613	
	2032	Gas Tax	\$0	\$0	\$200,000	\$0	\$200,000	\$236,042	
			Totals:	\$0	\$0	\$1,200,000	\$0	\$1,200,000	\$1,323,245
Last Revised: 26-00 - In Progress							Total Programmed: \$1,200,000		

TIP ID CP-10866		IMPLEMENTING AGENCY Brea, City of	
Local Project Number: 7322	Project Title	CIP 7322 - Country Hills Subdivision Pavement & Water Connection Rehabilitation	
Additional Project IDs:	Project Description	Rehabilitate Streets in Country Hills Tract pursuant to PMP. Improvements include updating curbs, gutters and ADA ramps. Water connection improvements are planned concurrently but will be funded through Water Fund and other non-transportation sources	
Type of Work: Road Maintenance			
Type of Work Description: Road Maintenance - Rehabilitation of roadway			
Limits	FISCAL YEAR	FUND TYPE	ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Country Hills Tract - East of Associated Road between Lambert Road & Birch Street			
Project Notes	Totals: \$0 \$0 \$0 \$0 \$0 \$0		
Ongoing project.			
Last Revised: 26-00 - In Progress			Total Programmed: \$0

TIP ID CP-11501		IMPLEMENTING AGENCY Brea, City of	
Local Project Number:	Project Title	CIP 7326 - Walnut Way Street Rehabilitation	
Additional Project IDs:	Project Description	This project will rehabilitate the residential roadway on Walnut Way located south of Bracken and on the west side of Brea Boulevard.	
Type of Work: Road Maintenance			
Type of Work Description: Road Maintenance - Rehabilitation of roadway			
Limits	FISCAL YEAR	FUND TYPE	ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
On Walnut Way south of Bracken and on the west side of Brea Boulevard.	2028	Gas Tax	\$50,000 \$0 \$150,000 \$0 \$200,000 \$208,518
Project Notes	2028	Measure M2 Local Fairshare	\$0 \$0 \$500,000 \$0 \$500,000 \$528,392
Some funding reflected in prior year(s). Carryover for FY26/27.	Totals: \$50,000 \$0 \$650,000 \$0 \$700,000 \$736,910		
Last Revised: 26-00 - In Progress			Total Programmed: \$700,000

TIP ID CP-11502		IMPLEMENTING AGENCY Brea, City of	
Local Project Number:	Project Title	CIP 7327 - Central Avenue & State College Boulevard Street Improvements	
Additional Project IDs:	Project Description	This project will improve the pavement pursuant to the City's Pavement Management Plan. Improvements will include updating curbs, gutters & ADA ramps.	
Type of Work: Road Maintenance			
Type of Work Description: Road Maintenance - Rehabilitation of roadway			
Limits	FISCAL YEAR	FUND TYPE	ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
On Central Avenue between west City limits and Brea Boulevard	2032	Measure M2 Local Fairshare	\$0 \$0 \$750,000 \$0 \$750,000 \$885,156
Project Notes	2032	Gas Tax	\$150,000 \$0 \$600,000 \$0 \$750,000 \$858,125
Recurring project with funding also reflected in prior year(s). Carryover for FY26/27.	Totals: \$150,000 \$0 \$1,350,000 \$0 \$1,500,000 \$1,743,281		
Last Revised: 26-00 - In Progress			Total Programmed: \$1,500,000

TIP ID CP-11916		IMPLEMENTING AGENCY Brea, City of	
Local Project Number:	Project Title	CIP 7330 - Storm Drain Master Plan	
Additional Project IDs:	Project Description	This project will include the preparation of an update to the City's Master Plan of Drainage; an analysis of the capacity of the City's existing storm drainage infrastructure, a hydrologic and hydraulic assessment & recommended improvement projects.	
Type of Work: Other			
Type of Work Description: Other - Other			
Limits	FISCAL YEAR	FUND TYPE	ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Citywide			
Project Notes	Totals: \$0 \$0 \$0 \$0 \$0 \$0		
Only those portions of the plan related to transportation shall be M2 LFS eligible. Carryover for FY26/27.			
Last Revised: 26-00 - In Progress			Total Programmed: \$0

TIP ID CP-12661		IMPLEMENTING AGENCY Brea, City of						
Local Project Number:	Project Title							
Additional Project IDs:	CIP 7334 - Palm Street Paving Improvements							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will rehabilitate the existing roadway of Palm Street from Bonita Place to W. Central Avenue within the City limits. Improvements will also include updating curb, gutter, ADA ramps, sidewalks, and drainage improvements.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Palm St. from W. Central Ave. to Bonita Place								
Project Notes								
Carryover for FY26/27.	Totals:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Last Revised: 26-00 - In Progress								Total Programmed: \$0

TIP ID CP-12662		IMPLEMENTING AGENCY Brea, City of						
Local Project Number:	Project Title							
Additional Project IDs:	CIP 7335 - BIRCH ST. IMPROVEMENTS BREA BLVD. TO S. ASSOCIATED RD.							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will improve the pavement on Birch Street, from Brea Boulevard to South Associated Road, pursuant to the City's Pavement Management Plan. The improvements will include paving upgrades, the removal and reconstruction of curb, gutter, sid							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Birch St. from Brea Blvd. to S. Associated Rd.								
Project Notes								
Carryover for FY26/27.	2029	Measure M2 Local Fairshare	\$0	\$0	\$1,375,000	\$0	\$1,375,000	\$1,493,764
	2029	Local Streets and Roads apportionments	\$100,000	\$0	\$1,275,000	\$0	\$1,375,000	\$1,485,127
	2030	Local Streets and Roads apportionments	\$100,000	\$0	\$1,275,000	\$0	\$1,375,000	\$1,523,910
	2030	Measure M2 Local Fairshare	\$0	\$0	\$1,375,000	\$0	\$1,375,000	\$1,535,590
	Totals:		\$200,000	\$0	\$5,300,000	\$0	\$5,500,000	\$6,038,391
Last Revised: 26-00 - In Progress								Total Programmed: \$5,500,000

TIP ID CP-12664		IMPLEMENTING AGENCY Brea, City of						
Local Project Number:	Project Title							
Additional Project IDs:	CIP 7336 - RANDOLPH AVE. STREET IMPROVEMENTS							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will improve the pavement on Randolph Avenue, from Birch Street to Imperial Highway, pursuant to the City's Pavement Management Plan. The improvements will include paving upgrades, the removal and reconstruction of curb, gutter, sidewal							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Randolph Ave. from Birch St. to Imperial Hwy								
Project Notes								
Carryover for FY26/27.	2032	Measure M2 Local Fairshare	\$0	\$0	\$750,000	\$0	\$750,000	\$885,156
	2032	Local Streets and Roads apportionments	\$150,000	\$0	\$600,000	\$0	\$750,000	\$858,125
	Totals:		\$150,000	\$0	\$1,350,000	\$0	\$1,500,000	\$1,743,281
Last Revised: 26-00 - In Progress								Total Programmed: \$1,500,000

TIP ID CP-12665	IMPLEMENTING AGENCY Brea, City of
Local Project Number:	Project Title
Additional Project IDs:	CIP 7337 - TANGLEWOOD STREET PAVING IMPROVEMENTS
Type of Work: Road Maintenance	Project Description
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will improve the pavement on Tanglewood Street adjacent to the intersection of Palm Street, pursuant to the City's Pavement Management Plan. The improvements will include paving upgrades, utility and trenching backfill modifications, an
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Tanglewood St. adjacent to the intersection of Palm St.	
Project Notes	Totals: \$0 \$0 \$0 \$0 \$0 \$0
Carryover for FY26/27.	
Last Revised: 26-00 - In Progress	Total Programmed: \$0

TIP ID CP-12229	IMPLEMENTING AGENCY Brea, City of
Local Project Number: 7462	Project Title
Additional Project IDs:	CIP 7462 - Enterprise Tract Water Improvements
Type of Work: Road Maintenance	Project Description
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will replace existing undersized and deteriorated water mains in the Enterprise Tract including Ranger Avenue, Enterprise Street, Voyager Avenue, Surveyor Avenue, and Nasa Street. Additionally, this project will also rehabilitate the exi
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Along Ranger, Voyager, Surveyor Ave, along Enterprise and Nasa St, S of Birch St and NW of Valencia Ave	2028 Agency Contribution \$50,000 \$0 \$3,450,000 \$0 \$3,500,000 \$3,695,905
Project Notes	2028 Measure M2 Local Fairshare \$0 \$0 \$550,000 \$0 \$550,000 \$581,231
Upon completion of water main improvements, the project will complete roadway rehabilitation within the project limits.	2028 Gas Tax \$0 \$0 \$400,000 \$0 \$400,000 \$422,714
	Totals: \$50,000 \$0 \$4,400,000 \$0 \$4,450,000 \$4,699,850
Last Revised: 26-00 - In Progress	Total Programmed: \$4,450,000

TIP ID CP-11917	IMPLEMENTING AGENCY Brea, City of
Local Project Number:	Project Title
Additional Project IDs:	CIP 7465 - Candlewood Tract Water Main Replacement
Type of Work: Road Maintenance	Project Description
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will replace existing undersized and deteriorated water mains in the Candlewood Tract neighborhood on the south side of State College Boulevard between Cliffwood Street and Balsa Avenue.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
south side of State College Blvd. between Cliffwood St. and Balsa Ave.	2029 Agency Contribution \$50,000 \$0 \$3,550,000 \$0 \$3,600,000 \$3,906,628
Project Notes	2029 Gas Tax \$0 \$0 \$800,000 \$0 \$800,000 \$869,099
Carryover for FY26/27. Includes pavement rehabilitation throughout the community. M2 funding limited to eligible pavement rehab activities.	Totals: \$50,000 \$0 \$4,350,000 \$0 \$4,400,000 \$4,775,727
Last Revised: 26-00 - In Progress	Total Programmed: \$4,400,000

TIP ID CP-11924		IMPLEMENTING AGENCY Brea, City of						
Local Project Number:	Project Title							
Additional Project IDs:	CIP 7479 - Lotus Place Water Line Improvements							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project proposes to remove and replace the existing undersized and aging waterlines on Central Avenue/La Habra Boulevard between Vallejo Street and Roscoe Street, on Palm Street between Central Avenue and Skywood Street, and within the residenti							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Central Ave/La Habra Blvd, on Palm Street, and within area bound by Central Ave./La Habra Blvd to north, Skywood St. to south, Palm to east and Vallejo St to west	2031	Agency Contribution	\$0	\$0	\$3,500,000	\$0	\$3,500,000	\$4,018,219
Project Notes	2031	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$229,613
Includes pavement rehabilitation throughout the community. M2 funding limited to eligible pavement rehab activities. Design funded in prior year(s). Carryover for FY26/27	2031	Gas Tax	\$0	\$0	\$150,000	\$0	\$150,000	\$172,209
	Totals:		\$0	\$0	\$3,850,000	\$0	\$3,850,000	\$4,420,041
Last Revised: 26-00 - In Progress							Total Programmed: \$3,850,000	

TIP ID CP-11926		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 7481	Project Title							
Additional Project IDs:	CIP 7481 - Brea Corsican Villas Water Line Improvements							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project proposes to replace the existing undersized waterlines within the Brea Corsican Villas neighborhood. Additionally, this project will also rehabilitate the existing roadway within the project limits pursuant to the City's Pavement Managem							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Brea Corsican Villas neighborhood, W Central Ave and S Palm St	2030	Agency Contribution	\$360,000	\$0	\$0	\$0	\$360,000	\$360,000
Project Notes			Totals: \$360,000 \$0 \$0 \$0 \$360,000 \$360,000					
Upon completion of water main improvements, the project will complete roadway rehabilitation within the project limits. Carryover for FY26/27.								
Last Revised: 26-00 - In Progress							Total Programmed: \$360,000	

TIP ID CP-11930		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 20-LHAB-TSP-3975	Project Title							
Additional Project IDs:	CIP 7716 - Lambert Road Traffic Signal Synchronization							
Type of Work: Traffic Signals	Project Description							
Type of Work Description: Traffic Signals - Coordinate signals within project limits	Project will upgrade traffic signal control equipment, develop traffic signal timing plans and synchronize traffic signals along the Lambert Rd/Carbon Canyon corridor in La Habra and Brea. Joint project with City of La Habra as lead agency.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Lambert Rd/Carbon Canyon corridor in La Habra and Brea								
Project Notes			Totals: \$0 \$0 \$0 \$0 \$0 \$0					
Carryover for FY26/27. Project led by City of La Habra.								
Last Revised: 26-00 - In Progress							Total Programmed: \$0	

TIP ID CP-12666		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 24-SNTA-TSP-4070	Project Title							
Additional Project IDs:	CIP 7720 - KRAEMER BLVD. REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION							
Type of Work: Traffic Signals	Project Description							
Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications	This project will upgrade traffic signal control equipment, develop traffic signal timing plans and synchronize traffic signals along the Kraemer Boulevard/Glassell Street/Grand Avenue corridor in Anaheim, Orange, Placentia, Santa Ana, and Brea. Sant							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Kraemer Blvd/Glassell St./Grand Ave. corridor from Lambert. Rd Saturn St.								
Project Notes			Totals: \$0 \$0 \$0 \$0 \$0 \$0					
Funding reflects required city match. Carryover for FY26/27.								
Last Revised: 26-00 - In Progress							Total Programmed: \$0	

Local Project Number: 25-ANAH-TSP-5008

Additional Project IDs:

Type of Work: Traffic Signals

Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications

Limits

State college Blvd./The City Dr. corridor from Cliffwood Ave. to E. Elm St.

Project Notes

Funding reflects match funding requirement. Anaheim is lead agency. Carryover for FY26/27

Project Title

CIP 7721 - STATE COLLEGE BLVD. REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION

Project Description

This project will upgrade traffic signal control equipment, develop traffic signal timing plans and synchronize traffic signals along the State College Boulevard/The City Drive corridor in Anaheim, Fullerton, Orange, and Brea.

<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
--------------------	------------------	------------	------------	----------------	----------------	--------------	------------------------

Totals:		\$0	\$0	\$0	\$0	\$0	\$0
----------------	--	-----	-----	-----	-----	-----	-----

Last Revised: 26-00 - In Progress

Total Programmed: \$0

Local Project Number:

Additional Project IDs:

Type of Work: Aesthetics

Type of Work Description: Aesthetics - Landscaping of roadway

Limits

City facilities and medians (Citywide)

Project Notes

Carryover from FY26/27.

Project Title

CIP 7936 - City Facility and Median Landscape Improvements

Project Description

This project will replace turf with a combination of low water use plant material, decomposed granite, and mulch at City facilities and medians.

<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
--------------------	------------------	------------	------------	----------------	----------------	--------------	------------------------

2028	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$79,259
2028	General Fund	\$50,000	\$0	\$25,000	\$0	\$75,000	\$76,420
2029	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$81,478
2029	General Fund	\$50,000	\$0	\$25,000	\$0	\$75,000	\$77,159
2030	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$83,759
2030	General Fund	\$50,000	\$0	\$25,000	\$0	\$75,000	\$77,920
2031	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$86,105
2031	General Fund	\$50,000	\$0	\$25,000	\$0	\$75,000	\$78,702
2032	General Fund	\$50,000	\$0	\$25,000	\$0	\$75,000	\$79,505
2032	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$88,516

Totals:		\$250,000	\$0	\$500,000	\$0	\$750,000	\$808,823
----------------	--	-----------	-----	-----------	-----	-----------	-----------

Last Revised: 26-00 - In Progress

Total Programmed: \$750,000



2026 CITY OF BREA

LOCAL SIGNAL SYNCHRONIZATION PLAN UPDATE

Prepared date :
June 2026





June 30, 2026

Orange County Transportation Authority
ATTN: Alicia Yang
Regional Modeling and Traffic Operations
Planning Division
P.O. Box 14184 Orange, CA 92863-1584

Subject: Local Signal Synchronization Plan Submittal as Part of the Measure M2 Eligibility Process

Dear Ms. Yang:

The City of Brea is pleased to submit its Local Signal Synchronization Plan as part of the Measure M2 eligibility process. The submittal includes the following components:

1. A completed "Local Signal Synchronization Plan Consistency Review Checklist" form establishing consistency between the Local Signal Synchronization Plan and the Regional Traffic Signal Synchronization Master Plan.
2. An updated Local Signal Synchronization Plan for Fiscal Years 2026/27 to 2028/29 including and all required elements as identified in the "Guidelines for the Preparation of Local Signal Synchronization Plans".

The City looks forward to continuing the implementation of the beneficial programs and construction projects required and made possible by Measure M2.

If you have any questions, please call David Roseman, City Traffic Engineer at (562) 824-2071.

Sincerely,

Ryan Chapman, P.E.
City Engineer

Enclosures

- A. Local Signal Synchronization Plan Consistency Review Checklist
- B. Local Signal Synchronization Plan

RESOLUTION NO. XXXX-XXX

A RESOLUTION OF THE CITY COUNCIL/BOARD OF SUPERVISORS OF THE CITY/COUNTY OF BREA CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM.

WHEREAS, the Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Master Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

WHEREAS, the Regional Traffic Signal Synchronization Program requires that local jurisdictions adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local jurisdictions' efforts to synchronizing traffic signals across local jurisdictions' boundaries; and

WHEREAS, the Local Signal Synchronization Plan must be updated by June 30, 2026 to continue to be eligible to receive Net Revenues as part of Measure M2;

NOW, THEREFORE, BE IT RESOLVED that the City Council/Board of Supervisors for the City/County of Brea, does hereby inform OCTA that:

- a) The City/County adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional Signal Synchronization Master Plan, including signal synchronization across jurisdictions.
- b) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes, including all elements of the Regional Signal Synchronization Network located within the City/County.
- c) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.
- d) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals.
- e) The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.
- f) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

PASSED, APPROVED AND ADOPTED THIS [Insert Day] day of June 2026

LOCAL SIGNAL SYNCHRONIZATION PLAN CONSISTENCY REVIEW CHECKLIST

The Local Agency Name: City of Brea Plan Date: June 30, 2026

Local agencies must submit a copy of the Local Signal Synchronization Plan, a completed consistency review checklist, and any supporting documentation. Complete the table below.

Local Agency Statement	Page #s in LSSP	Provided or N/A
1. Signal synchronization goals of the agency are consistent with those outlined as part of the Regional Traffic Signal Synchronization Master Plan.	1-9	Provided
2. Traffic signal synchronization street routes are identified, including all corridors along the regional signal synchronization network located within the local agency.	10-11	Provided
3. Traffic signal inventory for all traffic signal synchronization street routes.	12-14	Provided
4. Three-year plan separately showing costs, available funding, and phasing for capital, operations, and maintenance of signal synchronization along the traffic signal synchronization street routes and traffic signals which may include unconstrained and build-out scenarios.	15-18	Provided
5. Signal synchronization review, revision, and assessment of synchronization activities along the traffic signal synchronization street routes and traffic signals.	19-23	Provided

I certify that the above statements are true to the best of my knowledge.

Signature

Date

Ryan Chapman, P.E., City Engineer

Printed Name, Title

LOCAL SIGNAL SYNCHRONIZATION PLAN

SECTION ONE

**TRAFFIC SIGNAL SYNCHRONIZATION GOALS,
POLICIES AND OBJECTIVES**

Purpose and Need

The Brea General Plan is the guiding document that sets the community's vision for the future of the City. It also establishes the fundamental framework to guide decision-making and resource allocation by transportation planners and engineers. Goal CD-11 of the Brea General Plan calls for the City to provide a safe and efficient circulation system that meets the needs of the community. Furthermore, Policy CD-11.6 encourages the use of creative methods to reduce congestion and improve circulation. Since the City's arterial network and its traffic signals are critical to access, circulation, and travel efficiency naturally a significant focus is placed on their operation, upkeep, and modernization. It is the City of Brea's Traffic Signal System Master Plan (TSSMP) which then serves as the basis and framework for the City's traffic signal synchronization and ITS programs. The TSSMP provides a roadmap for implementing and maintaining the City's signal synchronization and ITS components and is the cornerstone of Brea's Local Signal Synchronization Plan (LSSP). The LSSP is a component of the TSSMP, where the TSSMP describes the overall infrastructure needs and long-range plan to implement the necessary traffic signal related projects in the City, the LSSP describes specifically the synchronization efforts needed to achieve the goals set forth in the TSSMP. The LSSP and TSSMP are consistent with national, state, county policy documents, as well as with the Regional Traffic Signal Synchronization Master Plan.

Role of Traffic Signal Synchronization

Traffic signal synchronization is a traffic engineering technique of matching the green light times for a series of traffic signals to enable the free flow of traffic and maximize the number of vehicles passing through intersections, thereby reducing stops and delays experienced by motorists. Synchronizing traffic signals ensures a better flow of traffic and minimizes fuel consumption and air pollution. The U.S. Department of Transportation has indicated that the synchronization of traffic signals is one of the more cost-effective strategies available to cities in their efforts to manage congestion and growing travel demands. Traffic signal synchronization not only reduces congestion and saves time and money for businesses and the public, it can also reduce aggressive driving behavior and improve safety by reducing the number of severe crashes. Increasingly in Southern California traffic signal synchronization across city borders and with Caltrans operated State Highways and freeway interchanges is an important aspect of maintaining good traffic flow in a City.

With the improved traffic flow and safety benefits realized after implementing traffic signal synchronization, the roadways' capability of handling a greater capacity is also improved. These enhancements not only extend the return-on-investment from the original cost of construction and on-going maintenance costs but also postpone the need for future road widening to accommodate growing traffic demands. A roadway widening project requires a significant cost and time commitment from the City, involving potential land acquisition, displacement of pedestrian and bicycle facilities, and a high cost of material and manpower to implement. Comparatively, signal synchronization efforts are relatively low-cost and faster to complete with less high-risk items involved in the implementation process. In addition to the cost to implement, the benefits realized from signal synchronization can be equal to or greater than what can be achieved through roadway widening. With a better benefit-cost ratio, signal synchronization is a robust tool in delaying or eliminating the need to implement a roadway widening project to accommodate the growth in traffic.

Regional Funding for Traffic Signal Synchronization

On November 6, 1990, the voters in Orange County approved Measure M, a ½-cent sales tax for transportation improvements. This sales tax increment which is managed by the Orange County Transportation Authority (OCTA) provides funding for a variety of street and road projects including traffic signal synchronization. On November 6, 2006, voters again approved Measure M2 to extend the ½-cent sales tax until 2041. Project P, the Regional Traffic Signal Synchronization Program (RTSSP), was included as part of Measure M2. The RTSSP outlines a series of corridors throughout the county in which traffic signal synchronization is a priority. Measure M2 funds are then allocated through a competitive call for projects process to a city or group of cities for the design and implementation of traffic signal synchronization projects on the priority corridors. Once a traffic signal synchronization project is complete cities are expected to maintain the operation of the newly synchronized traffic signals for a minimum of two years and a performance evaluation is conducted to document the value of the project. Since 2011 the City has actively participated in Project P, both completing signal synchronization projects and by entering into several cooperative agreements for traffic signal synchronization projects managed by neighboring cities and the OCTA.

Regional Traffic Signal Synchronization Program (RTSSP)

The RTSSP is comprised of a 750-mile regional signal synchronization network of 2,000 signals. The goals of the program are to improve the flow of traffic on Orange County streets and roads by implement multi-agency signal synchronization. Local agencies and Caltrans are encouraged to work cooperatively with the OCTA to synchronize traffic signals throughout Orange County on a corridor basis to improve travel time and reduce stops. Local agencies will maintain local control and responsibility for signals within their jurisdiction. Any changes to traffic signals, signal timing equipment, or related traffic signal policies (including transit signal priority, transit preemption, or emergency vehicle preemption) are at the full discretion of the responsible local agency.

Local Signal Synchronization Plan (LSSP)

Eligibility requirements included in Measure M2 specify that each local jurisdiction must adopt a LSSP. For eligibility purposes, each local jurisdiction initially adopted a LSSP in 2010 that included the following components:

- Signal Synchronization Goals
- Traffic Signal Synchronization Street Routes
- Traffic Signal Inventory
- Three-year Capital, Operations, and Maintenance Plan

After the adoption of each 2010 LSSP, the local agencies are required to maintain and update their respective LSSP for the duration of Measure M2 to remain eligible for funding. The LSSP provides a tool to succinctly report local agency plans, goals and objectives regarding signal operations. Budgetary needs and system performance metrics are included to help communicate overall system operations and investment effectiveness. Submittal of these plans enables OCTA verification of consistency with the RTSSP. By implementing, maintaining, and operating an LSSP in conformance with the RTSSP, a local agency benefits through a local match reduction on M2 funded projects of 10% of eligible costs as part of the Regional Capacity Program (Project O) competitive grant program.

Goals, Policies, and Objectives of the Brea LSSP

One of the City's primary goals with respect to mobility is to create and maintain a safe and efficient transportation network that emphasizes the use of state-of-the-art technologies to deliver on the vision of efficient traffic flow through the synchronization of traffic signals along major arterials. It is this document combined with the City of Brea's Traffic Signal System Master Plan (TSSMP) and OCTA's Regional Traffic Signal Synchronization Program (RTSSP) that are the primary guiding documents to achieve this goal.

The City recognizes that this Local Signal Synchronization Plan (LSSP) is an integral component in maintaining an effective and efficient circulation system; therefore, the City continues to support and implement the goals outlined in the RTSSP as outlined by OCTA. The City is in support of the multi-agency, corridor-based approach that optimizes traffic signals based on existing traffic patterns. Furthermore, the City supports local agency responsibility for signal timing and working collaboratively with neighboring agencies and the OCTA to develop and maintain synchronization traffic signal timing. In addition, the City is an active participant in OCTA's Traffic Forum and continues to advocate for regional approaches to solving our collective traffic challenges.

The City is committed to not only implementing traffic signal synchronization projects but maintaining its equipment and control systems such that traffic synchronization operates as it was designed. To that end the City has retained Econolite Corporation to maintain its traffic signals, communications systems, detection systems, surveillance cameras, and centralized control system. The City has also maintained a contractual relationship with a number of traffic engineering consulting firms to provide it with technical assistance, trouble shooting, cyber security, and minor communications and control systems upgrades so that optimum performance is achieved and maintained.

City of Brea's Completed Traffic Signal Synchronization Projects

The following is a summary of the City of Brea's significant traffic signal synchronization accomplishments most of which have been substantially funded by Measure M2:

- In 2011 the City upgraded its existing Multisonics traffic signal master computer system to an Econolite Centrac system as an initial step in updating the City's traffic signal system infrastructure. That upgrade included new ASC/3 controllers, fiber optic communications, and the construction of a Traffic Management Center (TMC) in City Hall.
- In 2012 the City joined the City of La Habra for design and implementation of the Lambert Road Traffic Signal Synchronization Project. This project upgraded traffic signal control equipment, developed traffic signal timing plans, and synchronized traffic signals along Lambert Road/Carbon Canyon Road in La Habra and Brea. The City of La Habra was the lead agency and the construction, traffic signal timing implementation, and monitoring have been completed.
- In 2013 the City joined the City of Fullerton for design and implementation of the Brea Boulevard Traffic Signal Synchronization Project. This project upgraded traffic control equipment, developed traffic signal timing plans and synchronize traffic signals along Brea Boulevard in Fullerton and Brea. The City of Fullerton was the lead agency and the construction, traffic signal timing implementation, and monitoring have been completed.
- In 2013 the City joined the City of La Habra for design and implementation of the La Habra Boulevard/Central Avenue/State College Boulevard Traffic Signal Synchronization Project. This project upgraded traffic signal control equipment, developed traffic signal timing plans, and synchronized traffic signals along La Habra Boulevard, Central Avenue, and State College Boulevard in La Habra and Brea. The City of La Habra is the lead agency and the project construction, implementation, and monitoring have been completed, and is awaiting completion of the final report.
- In early 2014 the City completed two major projects, the Lambert Road Traffic Signal Synchronization Project and Phase 1 of the City's Traffic Signal Control Technology Improvements Project. The two projects were a major step in updating the City's traffic management system capabilities. A primary component of the technology control project was the expansion of the City's TMC to include new video and emergency vehicle monitoring capabilities, hardware and software upgrades, and expanded communications.
- In 2014 the City joined OCTA, representing the City of Placentia, for the Kraemer Boulevard / Glassell Street / Grand Avenue Traffic Signal Synchronization Project. This project upgraded traffic signal control equipment, is developing traffic signal timing plans, and will be synchronizing traffic signals along the Kraemer Boulevard, Glassell Street, and Grand Avenue in Brea, Placentia, Anaheim and Santa Ana . OCTA is the lead agency and the project design and construction has been completed.

- In 2016 the City authorized Phase 2 of its Traffic Signal Control Technology Improvements Project, which installed additional traffic monitoring cameras and additional fiber optic cable for traffic signal interconnect and communications as part of the city-wide strategy to install traffic monitoring cameras at key intersections and enhance traffic signal communication facilities.
- In late 2016 the City initiated design of the Birch Street/Rose Avenue Traffic Signal Synchronization Project, a local traffic signal synchronization route. This project has upgraded traffic signal control equipment, installed fiber communications, and synchronized 14 traffic signals along Birch Street and Rose Drive. The project's construction and signal timing upgrades were completed in 2019 and the operations and maintenance component of the project ended in 2021.
- In late 2017 the City joined Caltrans, the City of La Habra, and the City of Yorba Linda to initiate the design of the Imperial Highway Traffic Signal Synchronization Project, a priority corridor synchronization route in the county. The City of La Habra was the lead agency for this important regional mobility enhancement project. The project upgraded traffic signal and communications equipment, provided new traffic surveillance cameras, and implemented new synchronized traffic signal timing plans at 40+ traffic signals along the corridor. The project's construction and signal timing upgrades were completed in early 2022 and the operations and maintenance component of the project ended in 2022.
- After years of planning, design, and acquisition of funding, in 2019 the State Route 57 Freeway and Lambert Road Interchange Project entered the construction phase. This \$100M major transportation improvement project is a collaborative effort between the City and Caltrans and provides much needed traffic congestion relief and the opportunity to reconfigure and retime traffic signals along the Lambert corridor. This project was substantially completed in 2024.
- In 2019 the City approved the deployment of a privately funded fully adaptive traffic signal system Synchro Green at 11 traffic signals along State College Boulevard and Birch Street. The 11 traffic signals were upgraded with wireless communications capabilities to monitor actual vehicle travel times and broadcast traffic signal timing information to "smart" vehicles. The adaptive system has been operational since 2020. Quarterly monitoring reports over approximately four years show that traffic operations on the two corridors have improved over the pre-development and pre-system deployment conditions. Based on the positive results of the new system, the City is intent on expanding the signal control system and securing additional funding for the system's expansion through the OCTA RTSSP program and developer fees.
- In 2023 the City completed the engineering design plans and put out to bid for the installation and modification of three traffic signals at the intersections of Cliffwood Ave /Lambert Rd, Cliffwood Ave/State College Blvd, and Balsa Ave/State College Blvd. Among the many upgrades, these signals included rest-in-red within their programming to improve the safety within the Cliffwood neighborhood. This project was completed in 2024.

City of Brea's On-going Traffic Signal Synchronization Projects

The following is a summary of the City of Brea's significant traffic signal synchronization efforts underway most of which have substantial Measure M2 funding:

- In 2022, the City began updating traffic signal timing parameters to improve safety and better facilitate walking, cycling and alternative modes of travel by implementing leading ped intervals, all-red intervals, and providing minimum green time for cyclists. Approximately 25% of signals within the city have already been updated. Leading pedestrian intervals were implemented at various intersections along State Route 90, Brea Boulevard and Lambert Road. Updating traffic signal safety parameters is an ongoing effort.
- In 2022, the City began working with the City of La Habra and OCTA to upgrade traffic signal control equipment, installation of fiber optic communications, and implementation of revised traffic signal synchronization parameters along the Lambert Road corridor as part of the Lambert RTSSP. The project is currently under construction.
- The City is expanding its Synchro Green adaptive traffic control system to include all signals along the Lambert corridor west of CA-57 through the Lambert TSSP project. Additionally, the newly entitled Brea 265 project has been conditioned to implement the adaptive system at thirteen traffic signals east of CA-57 and the Brea Mall project has been conditioned to add two more traffic signals on Randolph Street into the system. The City is working to migrate all its traffic signals to the adaptive system over the next few years using both private development and public funds.
- The Kraemer Boulevard/Glassell Street/Grand Avenue Regional Traffic Signal Synchronization Program (KGG RTSSP) is an OCTA Measure M2 Project P 2024 project, administered by the City of Santa Ana through a cooperative agreement with the cities of Brea, Placentia, Anaheim, and Orange, with Caltrans participating at four freeway ramp intersections. The project will upgrade traffic signal equipment and infrastructure at 57 intersections along the 15-mile Kraemer/Glassell/Grand corridor, building on improvements from the original 2013 Measure M2 project. Brea's portion includes 5 City-maintained signalized intersections along Kraemer Boulevard from Lambert Road on the north end to Buttonwood Drive/Saturn Street on the south end, all currently operating Econolite ASC/3-2100 controllers managed through Brea's Centracs central system. Brea's intersections will receive traffic signal and ITS improvements as identified in the project application to OCTA. Signal retiming along the corridor will be delivered through OCTA's parallel Countywide Signal Synchronization Baseline Project, while this RTSSP focuses on corridor-wide capital improvements and timing optimization at the four Caltrans-operated freeway ramp intersections. A 24-month Ongoing Operations and Maintenance phase will follow Primary Implementation to monitor performance and document corridor benefits.
- The State College Boulevard Regional Traffic Signal Synchronization Program (RTSSP) is an OCTA Measure M2-funded project led by the City of Anaheim, with Brea, Fullerton, Orange, and Caltrans as partner agencies. The project will synchronize signal timing and upgrade traffic signal and ITS infrastructure along approximately 11 miles of the State College Boulevard/The City Drive corridor, spanning 58 signalized intersections from Cliffwood Avenue in Brea to Garden Grove Boulevard in Orange. Brea's portion includes 10 City-maintained signalized intersections along State College Boulevard from Cliffwood Avenue to Elm Street, which will

receive upgraded traffic signal controllers, cabinets, communication equipment, and other ITS improvements as identified in the project application to OCTA. As part of this project, Brea will also expand its Synchro Green adaptive signal control system onto the State College Boulevard corridor, building on the City's existing adaptive deployment. Signal retiming at Brea's intersections will be delivered through OCTA's parallel Countywide Signal Synchronization Baseline Project, while this RTSSP focuses on corridor-wide capital improvements and timing optimization at the Caltrans freeway ramp intersections. A 24-month Ongoing Operations and Maintenance phase will follow Primary Implementation to monitor performance and document corridor benefits.

- In 2025, the City of Brea's Integrated Crime Center (ICC) initiative has created a powerful partnership between the Department of Public Works and the Brea Police Department that continues to strengthen the City's traffic signal synchronization and communications infrastructure. Through this collaboration, the Police Department funded the expansion of Brea's municipal fiber optic backbone, leveraging the existing traffic signal communication network while extending connectivity to additional areas throughout the city. This fiber expansion not only supports ICC operations, including video analytics, CCTV sharing, and ALPR systems, but also directly enhances the reliability and reach of the traffic signal communication system used for synchronization, monitoring, and central system access. By coordinating the shared use of fiber infrastructure through separate dedicated tubes and network switches for each department, the City has improved interdepartmental resilience while creating long-term value for ongoing synchronization efforts, future ITS deployments, and expanded real-time traffic operations capabilities. This project is currently under construction.
- The Countywide Signal Synchronization Baseline Timing Project was initiated by OCTA in 2024 to perform a reset of signal synchronization timing across all 34 cities in Orange County. It will retime about 2,500 traffic signals along regionally significant corridors to establish a consistent countywide synchronization network. The project is externally funded and uses Iteris' ClearGuide platform and data-driven analytics rather than temporary or manual data collection methods to capture signal performance metrics, prioritize retiming efforts, and monitor the network on an ongoing basis. Existing signal timing parameters — including minimum green times, bicycle minimum green times, yellow and red clearance intervals, pedestrian walk and clearance intervals — are being evaluated against current CA MUTCD standards and 85th percentile speed data, with proposed updates where existing values do not meet calculated requirements. This project is currently ongoing.

City of Brea's Anticipated Future Traffic Signal Synchronization Projects

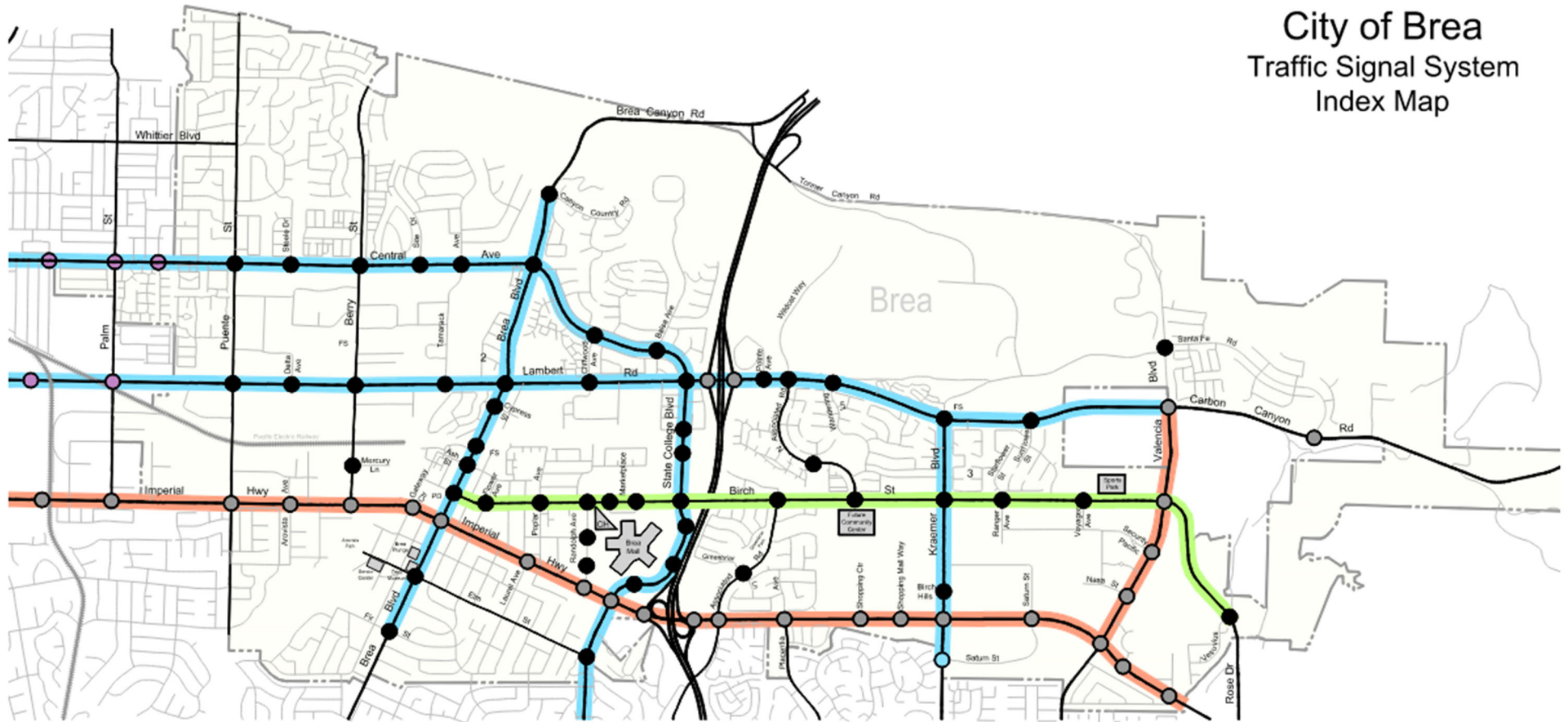
The following is a summary of the City of Brea's anticipated future Traffic Signal Synchronization Projects:

- With the OCTA baseline project and three RTSSP projects currently underway, the Integrated Crime Center (ICC) in construction, and various anticipated Synchro Green adaptive signal system expansions funded by developers, the City of Brea has sufficient projects funded and underway for the foreseeable future. Therefore, this 2026 LSSP does not anticipate, or recommend, any additional corridor-type traffic signal synchronization projects in the next three-year cycle. It is anticipated that with the City's 2029 LSSP update that new traffic signal signalization projects will be brought forward for consideration.

- In coordination with the ICC implementation and expansion of the City's fiber optic communications network, the city will be seeking to migrate as many traffic signals as possible from its aging Centrac system to the new Synchro Green adaptive control system. Funding for such efforts will come from operational and maintenance budgets as well as developer fees.
- The City does have a desire to strategically implement battery backup systems at key traffic signals on regional corridors, major arterials, and around the Brea Mall to temporarily facilitate traffic flow and evacuations in the event of power outages that could be caused by fires, high wind, traffic collisions, earthquakes, and disasters.

SECTION TWO
TRAFFIC SIGNAL SYNCHRONIZATION STREET ROUTES
(EXISTING AND PLANNED)

City of Brea Traffic Signal System Index Map



Legend

Synchronization Routes

- Consistent with OCTA with RTSSMP Priority
- Local (Additional to OCTA)
- State Highway (Not Under City Control)

Traffic Signals

- City of Brea
- City of La Habra
- City of Placentia
- Caltrans



NO SCALE

**SECTION THREE
TRAFFIC SIGNAL
INVENTORY**

Traffic Synchronization Inventory

City of
Brea

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment									Status
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	ATMS	
State College Blvd	Elm Street	Free	Free	Free	Free	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Imperial Highway	120	120	120	120	Caltrans	332	2070	TSCP	Loops	No	N/A	N/A	Copper	TransSuite	Offline
	Mall South	120	120	120	Free	Brea	P (TS1)	980 ATC	Scout	Video	No	N/A	N/A	Copper	SynchroGreen	Online
	Mall Center	100	100	100	Free	Brea	P (TS1)	980 ATC	Scout	Video	No	N/A	N/A	Copper	SynchroGreen	Online
	Mall North	100	100	100	Free	Brea	P (TS1)	980 ATC	Scout	Video	No	N/A	N/A	Copper	SynchroGreen	Online
	Birch Street	100	100	100	Free	Brea	P (TS1)	980 ATC	Scout	Video	No	Cohu	N/A	Fiber	SynchroGreen	Online
	Financial Commons	110	100	110	100	Brea	P (TS1)	980 ATC	Scout	Video	No	N/A	N/A	Fiber	SynchroGreen	Online
	Avocado St / Tracks @ Brea	55	55	55	55	Brea	P (TS1)	980 ATC	Scout	Video	Yes	N/A	N/A	Fiber	SynchroGreen	Online
	Lambert Road	110	100	110	100	Brea	P (TS1)	980 ATC	Scout	Video	No	Cohu	N/A	Fiber	SynchroGreen	Online
	Balsa Ave	55	Free	55	Free	Brea	M	ASC/3	ASC/3	Video	Yes	N/A	N/A	Fiber	Centracs	Online
Cliffwood Ave	55	Free	55	Free	Brea	M	ASC/3	ASC/3	Video	Yes	N/A	N/A	Fiber	Centracs	Online	
Central Avenue	Brea Blvd / State College	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Tamarack Avenue	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Loops	No	N/A	N/A	Fiber	Centracs	Online
	Site Drive	55	50	55	100	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Loops	No	N/A	N/A	Fiber	Centracs	Online
	Berry Street	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Loops	No	N/A	N/A	Fiber	Centracs	Online
	Steele Drive	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Puente Street	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
Lambert Road	Puente Street	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Delta Street	110	100	110	Free	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Berry Street	110	100	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Loops	No	N/A	N/A	Fiber	Centracs	Online
	Tamarack Avenue	110	100	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Brea Boulevard	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Cliffwood Ave	110	50	110	50	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	SR-57 SB	110	100	110	100	Caltrans	332	2070	C8	Loops	No	N/A	N/A	Other		Offline
	SR-57 NB	110	100	110	100	Caltrans	332	2070	C8	Loops	No	N/A	N/A	Other		Offline
	Pointe Drive	110	100	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Associated Rd/ Wildcat Way	110	100	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Wandering Lane	110	Free	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Kraemer Blvd / Santa Fe Rd	110	Free	110	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
Sunflower Street	Free	Free	Free	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online	
Birch Street	Brea Boulevard	130	130	130	130	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Flower Avenue	65	65	65	65	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	SynchroGreen	Online
	Poplar Avenue	55	50	55	50	Brea	P (TS2 Type 1)	980 ATC	Scout	Video	No	N/A	N/A	Fiber	SynchroGreen	Online
	Randolph Avenue	110	100	110	100	Brea	P (TS2 Type 1)	980 ATC	Scout	Video	No	N/A	N/A	Fiber	SynchroGreen	Online
	Civic Center	110	100	110	100	Brea	P (TS2 Type 1)	980 ATC	Scout	Video	No	Cohu	N/A	Fiber	SynchroGreen	Online
	North Mall	110	100	110	100	Brea	P (TS2 Type 1)	980 ATC	Scout	Video	No	Cohu	N/A	Fiber	SynchroGreen	Online
	Associated West	110	100	110	100	Brea	P (TS2 Type 2)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Associated East	110	100	110	100	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Kraemer Boulevard	110	100	110	100	Brea	P (TS2 Type 2)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Ranger Ave/ Starflower St	110	100	110	100	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
Voyager Ave	110	100	110	100	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online	
Rose Avenue	Vesuvius Dr	Free	Free	Free	Free	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online

Corridor	Cross Street Intersection	Cycle Length				Maintenance Responsibility	Equipment									
		AM	MID	PM	WKND		Cabinet	Type	Software	Detection	Bike Detection	CCTV	Power Backup	Comm	ATMS	Status
Kraemer Boulevard	Orbiter Street	Free	Free	Free	Free	Brea	P (TS2 Type 2)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Birch Hills Mall	Free	Free	Free	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	Cohu	N/A	Fiber	Centracs	Online
	Imperial Highway	120	120	120	120	Caltrans	332	170/170E	C8	Video	No	N/A	N/A	Fiber		Offline
	Saturn St/ Buttonwood Dr	Free	Free	Free	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
Brea Boulevard	Fir Street	120	120	120	120	Brea	M	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Elm Street	120	120	120	120	Brea	P (TS2 Type 1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Imperial Highway	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Ash Street	120	120	120	120	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Fire Station #2 / Tracks @ Brea	120	120	120	120	Brea	M	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
	Cypress Street	110	100	110	100	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber	Centracs	Online
Imperial Highway	Canyon Country	Free	Free	Free	Free	Brea	P (TS1)	ASC/3	ASC/3	Loops	No	N/A	N/A	Copper		Offline
	Puente Street	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Arovista Avenue	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Berry Street	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Gateway	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Laurel Avenue	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Randolph Avenue	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	SR-57 SB Ramps	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	SR-57 NB Ramps	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Asociated Road	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Pacencia Ave/ Castlegate Ln	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Shopping Center	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Saturn Street	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	Valencia Avenue	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
Valencia Avenue	La Crescenta Drive	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	La Floresta Drive	120	120	120	120	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Fiber		Offline
	La Entrada Drive	Free	Free	Free	Free	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Copper		Offline
	Nasa St/ La Floresta Dr	Free	Free	Free	Free	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Copper		Offline
	Birch Street	Free	Free	Free	Free	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Copper		Offline
Valencia Avenue	Lambert Road	Free	Free	Free	Free	Caltrans	332	170/170E	C8	Loops	No	N/A	N/A	Copper		Offline
	Santa Fe Road	Free	Free	Free	Free	Brea	P (TS1)	ASC/3	ASC/3	Video	No	N/A	N/A	Fiber		Offline

SECTION FOUR
**TRAFFIC SIGNAL SYNCHRONIZATION SYSTEM AND THREE-
YEAR PLAN**

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation Constrained (Estimate)

Reporting Jurisdiction: City of Brea

Type of Traffic Signal Synchronization Expenditures Year of Expenditure Dollars

MAINTENANCE

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Traffic Signal Maintenance	\$50,000	\$45,500	\$47,500	\$143,000
Traffic Signal Repairs	\$60,000	\$29,500	\$32,000	\$121,500
Communications Repairs	\$18,000	\$21,000	\$24,000	\$63,000
Detection & CCTV Repairs	\$35,000	\$38,000	\$42,000	\$115,000
Traffic Signal Timing	\$8,750	\$11,000	\$13,250	\$33,000
Subtotal Maintenance	\$171,750	\$145,000	\$158,750	\$475,500

CONSTRUCTION

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Traffic Signal Controller & Equipment Upgrades	\$300,000	\$150,000	\$150,000	\$600,000
Lambert TSSP	\$380,000			\$380,000
Kraemer RTSSP		\$220,000		\$220,000
State College RTSSP			\$200,000	\$200,000
Subtotal Construction	\$680,000	\$370,000	\$350,000	\$1,400,000

OPERATIONS

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Lambert RTSSP		\$16,500	\$16,500	\$33,000
Kraemer RTSSP			\$12,500	\$12,500
State College RTSSP				\$0
ICC	\$25,000	\$28,000	\$31,000	\$84,000
Baseline		\$10,000	\$10,000	\$20,000
Traffic Signal Monitoring	\$12,000	\$12,000	\$12,000	\$36,000
Communications & Cyber Security	\$12,000	\$13,500	\$15,000	\$40,500
Subtotal Operations	\$49,000	\$80,000	\$97,000	\$226,000
	\$900,750	\$595,000	\$605,750	\$2,576,500

3-YEAR OUTLOOK TRAFFIC SIGNAL SYNCHRONIZATION

Funding Needs for Synchronized Operation Unconstrained (Estimate)

Reporting Jurisdiction: _____ **City of Brea** _____

Type of Traffic Signal Synchronization Expenditures in Year of Expenditure Dollars

MAINTENANCE

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Traffic Signal Maintenance	\$50,000	\$45,500	\$47,500	\$137,250
Traffic Signal Repairs	\$60,000	\$29,500	\$32,000	\$89,500
Communications Repairs	\$20,000	\$25,000	\$30,000	\$75,000
Detection & CCTV Repairs	\$150,000	\$150,000	\$150,000	\$450,000
Signal Timing	\$24,000	\$24,000	\$24,000	\$72,000
Subtotal Maintenance	\$304,000	\$274,000	\$283,500	\$823,750

CONSTRUCTION

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Traffic Signal Controller & Equipment Upgrades	\$400,000	\$250,000	\$250,000	\$900,000
Lambert TSSP	\$380,000			\$380,000
Kraemer RTSSP				\$0
State College RTSSP				\$0
Battery Backups	\$100,000	\$100,000	\$100,000	\$300,000
Subtotal Construction	\$ 880,000	\$350,000	\$350,000	\$1,580,000

OPERATIONS

PROJECT	FY26/27	FY27/28	FY28/29	TOTAL
Lambert TSSP		\$16,500	\$16,500	\$33,000
Kraemer RTSSP			\$12,500	\$12,500
State College RTSSP				\$0
ICC	\$36,000	\$38,000	\$40,000	\$114,000
Baseline		\$10,000	\$10,000	\$20,000
Traffic Signal Monitoring	\$24,000	\$24,000	\$24,000	\$72,000
Communications & Cyber Security	\$24,000	\$26,000	\$28,000	\$78,000
Subtotal Operations	\$84,000	\$114,500	\$131,000	\$329,500
	\$1,268,000	\$738,500	\$764,500	\$2,733,250

LSSP IMPLEMENTATION – CANDIDATE SIGNAL SYNCHORNIZATION PROJECTS WITH ESTIMATED COSTS TO COMPLETE PLANNED NETWORK

Reporting Jurisdiction Expenditures: City of Brea

(Note: Include estimated cost for currently uncoordinated corridors, conversion of existing corridors to improve compatibility, and TMC upgrades if appropriate. Do not include equipment that meets current needs but has not yet reached the end of its normal life cycle. This is a build-out budget.)

CORRIDOR	IMPROVEMENT SUMMARY	ESTIMATED COST
None	No new, or additional, corridors are expected to be pursued over the next three years.	\$0
Total Estimated Cost:		\$0

SECTION FIVE

**TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT REVIEW
AND REVISE, AS MAY BE NECESSARY, THE TIMING OF
TRAFFIC SIGNALS**

**Significant timing plan updates and projects completed FY
2023/2024 to 2026/2027**

Traffic Signal Synchronization Assessment, Review and, Revision

The Corridor Synchronization Performance Index (CSPI) is a Measure of Effectiveness (MOE) of a synchronized corridor's performance. It is a measurement that correlates numerical values for average speed, stops per mile, and the number of intersections made on a green light vs. those stopped by red lights during travel time runs. The sum of the three numerical values gives a total CSPI, where a CSPI of 70 and above is considered acceptable performance, while a CSPI below 70 indicates a need for improvement, and a CSPI below 50 indicates a need for major signal timing or corridor improvements.

The City has completed performance evaluations for two corridor projects in the past nine years. Those corridor projects are the Kraemer Boulevard/Glassell Street/Grand Avenue and Birch Street/Rose Avenue. In addition to new traffic signal synchronization timing, both corridors included traffic signal controller upgrades, installation of fiber optic communications, and closed-circuit television monitoring cameras. The Imperial Highway corridor is a collaborative RTSSP project between three cities and Caltrans. That project has been completed and closed out with performance assessments and evaluations.

The Birch Street/Rose Avenue corridor project was completed in 2018 resulting in a significant improvement in overall corridor performance, with an improvement in travel speeds, reduction in stops, and the number of green lights that motorists encounter. The resulting CSPI improved significantly from a score of 58 before the project to a score of 87 after the project.

Unfortunately, the Kraemer Boulevard/Glassell Street/Grand Avenue corridor project completed in 2017 did not result in the same significant performance gains as the Birch Street/Rose Avenue corridor. This corridor saw a degradation in performance despite the traffic signal timing improvements implemented. This loss of performance in the peak periods could be tied to increased regional traffic on the corridor because of congested peak-period SR-57 freeway conditions in recent years. In the final assessment, travel speeds dropped slightly, stops increased, and the number of green lights encountered by motorists in relation to red lights dropped as well. The resulting CSPI score as calculated in 2017 for the corridor has dropped to 43, which indicates that further improvements are needed in the corridor to restore operations to a CSPI score of 70 or better. Fortunately, a new fully funded RTSSP corridor project is currently in design that will upgrade aging traffic signal control, detection, and monitoring equipment and the OCTA led Baseline project currently underway should improve corresponding traffic signal timing and corridor performance.

The Lambert Road RTSSP project currently under construction is an OCTA funded project being completed through a partnership with the City of La Habra. The project is upgrading traffic signal control equipment, upgrading detection systems, installing fiber optic communications, and implementing revised traffic signal synchronization parameters. Once completed, it is anticipated to significantly improve the corridor's existing CSPI score of 65.

The City has also embarked on a plan to modernize its intersection control equipment and central control software through the expansion of the Synchro Green adaptive traffic control system throughout the City. The system is currently in place at 11 traffic signals in the general vicinity of the Brea Mall. The Synchro Green Adaptive system was first operational in the summer of 2020 and was initially intended to mitigate impacts from a development project north of the

Brea Mall. Quarterly performance reports conducted before and after the system implementation revealed that the traffic signals are performing better now than before the development project was constructed. With the success of the adaptive system being seen through this limited application, the City is planning to expand the Synchro Green adaptive control system to all its traffic signals through developer fees and grant funds.

An integral element of the City's goal to maintain a safe and efficient transportation network is the continuing monitoring and adjustment of both local intersection controller timing and citywide corridor synchronization timing, to meet changes in local and regional conditions that affect traffic demands and patterns. While many of these efforts are routinely scheduled, such as with annual monitoring of the synchronization routes, routine monthly traffic signal preventative maintenance, and City quarterly overall system reviews, many other investigative and monitoring efforts are initiated by citizen requests or public official inquiries, which serve as an ancillary tool in daily operation and monitoring of system operations and performance.

TRAFFIC SIGNAL SYNCHRONIZATION ASSESSMENT, REVIEW, AND REVISION

LOCAL AGENCY CORRIDOR	TIMING REVIEWED (Past 3 Years)	DID TIMING REQUIRE AN UPDATE?	Peak Period	TIMING UPDATE RESULTS							
				Average Speed (mph)		No. of Stops		Travel Time (min)		CSPI Score*	
				Before	After	Before	After	Before	After	Before	After
Imperial Highway RTSSP**	2019	Yes	AM	25.7	31.4	12.6	9.0	23.3	18.6	70.1	93.7
			MD	25.4	29.2	13.4	10.7	23.0	20.0	67.2	82.5
			PM	21.6	24.7	16.8	13.3	27.2	23.7	52.8	66.0
			SAT	23.5	27.2	14.4	11.5	24.8	21.5	61.4	76.5
				Average CSPI						63/T-III	79/T-II

*Corridor Synchronization Performance Index

** Project managed by City of La Habra, signals owned by Caltrans, data from City of La Habra

SIGNAL TIMING REVISIONS

PROJECT CORRIDOR	CROSS STREET	CYCLE LENGTH (Before/After)
<p>The City of Brea has not completed any large-scale corridor signal timing revisions besides the Imperial Hwy RTSSP (managed by the City of La Habra and owned by Caltrans). Instead, during this period, the City of Brea has made case-by-case traffic signal synchronization optimizations.</p>		

Note: Cycle Lengths shown as: AM, MIDDAY, PM, WEEKEND

RESOLUTION NO. 2026-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CIY OF BREA CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM

A. RECITALS:

(i) WHEREAS, the Orange County Transportation Authority has developed the Regional Traffic Signal Synchronization Plan to identify traffic signal synchronization street routes and traffic signals within and across jurisdictional boundaries, and defines the means of implementing the Regional Traffic Signal Synchronization Program; and

(ii) WHEREAS, the Regional Traffic Signal Synchronization Program requires that local jurisdictions adopt a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local jurisdictions' efforts to synchronizing traffic signals across local jurisdictions' boundaries; and

(iii) WHEREAS, the Local Signal Synchronization Plan must be updated by June 30, 2026, to continue to be eligible to receive Net Revenues as part of Measure M2;

B. RESOLUTION:

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Brea, State of California, as follows:

a) The City adopts and maintains a Local Signal Synchronization Plan which includes goals that are consistent with those outlined as part of the Regional

RESO NO. 2026-xxx
June 02, 2026

Signal Synchronization Master Plan, including signal synchronization across jurisdictions.

b) The Local Signal Synchronization Plan identifies traffic signal synchronization street routes including all elements of the Regional Signal Synchronization Network located within the City.

c) The Local Signal Synchronization Plan includes the traffic signal inventory for all traffic signal synchronization street routes.

d) The Local Signal Synchronization Plan includes a three-year plan showing capital, operations, and maintenance of signal synchronization activities.

e) The Local Signal Synchronization Plan includes an update on the status and performance of traffic signal synchronization activities.

f) The Local Signal Synchronization Plan includes a discussion on the review and revision, as may be necessary, on the timing of traffic signals on the traffic signal synchronization street routes.

APPROVED AND ADOPTED by the City Council of the City of Brea, State of California this 2nd day of June, 2026, by the following vote:

Cecilia Hupp, Mayor

ATTEST: _____
Victoria Popescu, City Clerk

RESO NO. 2026-xxx
June 02, 2026

I, Victoria Popescu, 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 2nd day of June 2026, by the following vote:

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

Dated: _____

Victoria Popescu, City Clerk

APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Brea

Type of GENERAL FUND Transportation Expenditures:

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street	\$500,000
Traffic Engineering	\$175,000
Subtotal Maintenance	\$ 675,000

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$

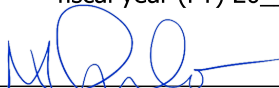
INDIRECT / OTHER	Total Expenditure
Street Maintenance/Traffic Engineering	\$2,198,635
Subtotal Indirect / Other	\$ 2,198,635

Total General Fund Transportation Expenditures	\$ 2,873,635
(Less Total MOE Exclusions ¹)	\$ (450,000)
MOE Expenditures	\$ 2,423,635
MOE Benchmark Requirement²	\$ 1,162,643
(Shortfall)/Surplus	\$ 1,260,992

Certification:

I hereby certify that:

- The City/County of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;
- The City/County of Brea's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;
- The City/County of Brea certifies that the budgeted MOE expenditures meet or exceed the fiscal year (FY) 20__ - __ MOE benchmark requirement³.



 Finance Director Signature

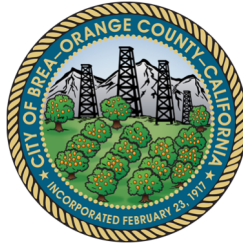
Monica Lo

 Finance Director (Print Name)

5/13/2026

 Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.
² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement.
³ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.



June 02, 2026

Ms. Charvalen Alacar, Section Manager
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

Subject: City of Brea Land Use Planning Strategies that Accommodate Transit and Active Transportation

Dear Ms. Alacar,

The following excerpts from the City of Brea's General Plan (GP) satisfy the item related to Renewed Measure M (M2) Eligibility for FY 2026-27: "to consider, as part of the Eligible Jurisdiction's General Plan, land use strategies that accommodate transit and non-motorized transportation." The GP contains the Mobility Element (ME) located in *Chapter 3: Mobility*, and is included as an attachment to this letter. The ME covers the following transit and non-motorized transportation items in detail:

- Regional Transportation
- Local Circulation System
- Complete Streets
- Bicycle and Pedestrian Facilities
- Public Transit

Additionally, the ME contains listed goals, objectives and policies to assist in meeting strategies that will accommodate transit and non-motorized items in the near future. The following summarize the goals, objectives and policies from the City's ME:

Regional Transportation

Goal M-1: Maintain an effective regional transportation network.

Policy M-1.2 Inter-Agency Coordination: Engage in federal, State, and regional planning efforts with Federal Highway Administration (FHWA), the Southern California Association of Governments (SCAG), Orange County Transportation Authority (OCTA), Orange County, adjacent cities, and other jurisdictions, as appropriate, to develop a transportation network that balances traffic flow and multi-modal needs.

Cecilia Hupp
Mayor

Marty Simonoff
Mayor Pro Tem

Christine Marick
Council Member

Blair Stewart
Council Member

Steven Vargas
Council Member

Policy M- 1.3 OCTA Coordination: Work with OCTA to ensure that the Master Plan of Arterial Highways is consistent with the City’s Master Plan of Roadways.

Policy M-1.5 Arterial Network System Coordination: Cooperate with surrounding jurisdictions to ensure the efficient operation of the arterial network system.

Excerpt from “Regional Circulation”

Transportation and traffic congestion in Brea is directly affected by the regional transportation network as traffic from surrounding communities can pass through Brea on SR-57, SR-90, SR-142 and other major roadways...

To support the continued success of local businesses and to promote the safe and efficient flow of people and goods, the circulation system must provide adequate local and regional access. Planning for the community’s existing and future needs necessitates recognition of the related transportation needs and planning efforts of the surrounding cities, counties, region, and State.

Local Circulation System

Goal M-2: Provide a safe local circulation system that facilitates the efficient flow of traffic and goods throughout the City.

Policy M-2.1 Roadway Requirements: Require roadways to:

- Be designed to be consistent with applicable federal, State and local design and safety standards.
- Meet the needs of multiple transportation modes and users, including children, seniors, and people with disabilities.
- Be compatible with the streetscape and surrounding land uses.
- Be maintained in accordance with best practices.

Policy M-2.4 Traffic Management: Apply creative traffic management strategies to maintain efficient and orderly traffic flow, minimize vehicular congestion in areas with unique users (such as schools, and businesses with drive through access) and other special situations.

Excerpt from Local Circulation

Safe and convenient access to destinations in the community can be provided by a well-designed local roadway system...

M-2 Actions:

M-2a Encourage through traffic to use arterial roadways while maintaining appropriate access for local trips on collector and neighborhood streets, using traffic control devices, speed management, and other context-sensitive strategies...

M-2f Evaluate and implement traffic calming measures in residential areas to manage vehicle speeds and enhance safety for pedestrians, bicyclists, and other roadway users.

Complete Streets

Goal M-3 Provide a safe and convenient transportation network accessible for all transportation modes and users

Policy M-3.1 Complete Streets Principles: Consider and implement best complete streets practices to facilitate travel and enhance safety for all road users regardless of travel mode

Policy M-3.2 Identify Gaps: Identify and address gaps in travel facilities serving vehicles, bicyclists, pedestrians, transit riders, and other users.

Policy M-3.3 Safe Routes to School: Coordinate with public school districts and private schools to establish safe routes to school, promoting walking and biking to schools by developing transportation networks that support safe and convenient non-motorized travel for students and parents.

Policy M-3.5 New Mobility Technologies: Monitor and evaluate the development of new mobility technologies and the considerations for implementation of improvements to facilitate a transportation network that accommodates all modes and users.

Policy M-3.7 Roadway Design Principles: Support roadway design principles that create a safe, pleasant and comfortable experience for all road users including pedestrians and bicyclists.

Excerpt from “Complete Streets”

Complete street networks are designed with the consideration of the full range of travel modes. Complete streets may include sidewalks, bike lanes, transit lanes, frequent and high-quality pedestrian crossing facilities, and other transportation facilities in addition to vehicular travel lanes.

Complete streets are context-sensitive, reflecting the land use and travel needs of users and vehicles at a particular location. While complete street-sensitive design does not mean that every roadway in the City will have the full suite of multi-modal improvements, the City’s network should connect communities and provide safe and convenient access to key destinations for all modes and users of all ages and abilities.

Bicycle and Pedestrian Facilities

Goal M-4: Develop extensive networks of public bikeway and community pedestrian facilities that enable and encourage non-motorized travel.

Policy M-4.1 System of Bikeways: Develop and maintain a comprehensive and integrated system of bikeways that promotes cycling for commuting and recreation.

Policy M-4.2 The Tracks at Brea: Encourage usage of The Tracks at Brea by improving walking and biking access to designated entry/exit points, implementing wayfinding signage, and coordinating with the adjacent cities to extend the existing facility from the existing terminus to the western City limits and ultimately to the Whittier Greenway Trail to the west.

Policy M-4.4 Pedestrian Connections: Provide sidewalks, crosswalks, curb ramps, and pedestrian traffic signal treatments, including ADA-compliant facilities, that are safe and accessible for users of all abilities.

Policy M-4.6 New Development – Alternative Modes of Travel: Require new mixed use and multifamily developments to provide for the use of alternative modes of travel via internal trails or

travel ways – public or private – for pedestrians, microtransit, and buses where feasible. Require new developments to include such features as well-designed sidewalks and parkways, bike lanes and paths, and dedicated bus turn-outs where feasible.

Policy M-4.7 Bicycle, Pedestrian, and Connectivity Improvements: Provide safe, attractive, and accessible bicycle and pedestrian facilities – such as secure bicycle parking, pedestrian-scale lighting, and landscaping – and make improvements that enhance connectivity to key destinations like schools, parks, workplaces, and shopping areas that serve residents’ daily needs where feasible.

Policy M-4.10 Bicycle and Pedestrian Connectivity: Plan neighborhood streets, pedestrian walks, and bicycle paths as a system of fully connected routes throughout the City.

Excerpt from “Bicycle and Pedestrian Networks”

The existing bike network include Class II bike lanes on the majority of Central Avenue and Berry Street, portions of Puente Street, Birch Street... Associated Road... and portions of State College Boulevard, Lambert Road, Kraemer Boulevard, and Valencia Avenue... In addition, Class III shared lanes are designated along Elm Street, Brea Boulevard and portions of Puente Street...

New development along Valencia Avenue, between Imperial Highway and Carbon Canyon Road, should bring improved bicycle facilities to the eastern part of Brea, including new Class I multiuse trails and Class III on-street bikeways...

The pedestrian network is comprised of sidewalks and multi-use paths, allowing residents to walk to their destination along dedicated paths and reducing conflicts with other travel modes. Routes to major destinations, such as schools and public facilities, attract youth and are important within the pedestrian network.

Excerpt from “Pedestrian and Bicycle Facilities”

Convenient bicycling, walking, and other non-vehicular facilities play a role in improving public health, reducing congestion, and pollution, and improving local economy vitality by supporting shorter trips. Trail systems also provide recreational opportunities for the community.

Public Transit

Goal M-5: Facilitate and encourage increased use of public transit and other multi-modal transportation systems

Policy M-5.1 Working Partnership with Public Transit Providers: Maintain a proactive partnership with transit providers including OCTA and Foothill Transit, to encourage adequate public transit service and support facilities, including efforts to restore and enhance transit service to eastern Brea in coordination with ongoing commercial revitalization and new housing development.

Policy M-5.2 Regional Destinations: Collaborate with neighboring cities and regional transportation providers to encourage the provision of microtransit (e.g., shuttles), paratransit, and affordable transportation programs for residents to desirable locations and destinations in the region (e.g. youth and senior program providers, regional shopping centers, medical facilities, etc.)

Policy M-5.5 Mobility Hubs: Coordinate with public transit providers and local businesses to establish mobility hubs with enhanced first/last mile amenities for transit, rideshare, walking and biking at the Brea Mall Transit center and other major activity centers.

Excerpt from “Transit Network”

Public bus transit in Brea, as of 2026, is provided by fixed-route bus service operated by Orange County Transportation Authority (OCTA) and Foothill Transit, plus local services provided by the City of Brea...

In addition, OCTA’s ACCESS paratransit service serves those with disabilities. Foothill Transit operates a fleet of over 300 buses throughout Southern California’s San Gabriel Valley and Pomona Valley...

The City offers free shuttle transportation services for seniors, providing rides to the Senior Center and scheduled shopping trips.

Excerpt from “Public Transportation System”

Public transportation, in conjunction with non-automobile modes, offers an alternative to the use of automobiles and helps reduce air pollution and roadway congestion...

To promote the increased usage of bus and microtransit, adequate services and supporting facilities must be provided.

Should you have any further questions or concerns regarding the City of Brea’s Circulation Element and/or the City’s strategies that accommodate transit and non-motorized transportation, please contact me at (714) 990-7698 to discuss.

Sincerely,



Michael Ho, P.E.
Director of Public Works