



City Council, Successor Agency to the Brea  
Redevelopment Agency, Brea Public Financing  
Authority, Brea Arts Corporation, Brea Community  
Benefit Financing Authority, Industrial  
Development Authority, and the Midbury  
Assessment Authority Agenda  
Closed Session - 5:30 p.m.  
Study Session - 6:00 p.m.  
General Session - 7:00 p.m.

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Tuesday, December 2, 2025, 7:00 PM  
COUNCIL CHAMBERS  
1 Civic Center Circle  
Brea, California 92821

**Blair Stewart**, Mayor

**Cecilia Hupp**, Mayor Pro Tem

**Christine Marick**, Council Member

**Marty Simonoff**, Council Member

**Steven Vargas**, Council Member

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

### **Procedures for Addressing the Council**

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

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

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

### **Special Accommodations**

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

### **Important Notice**

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

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### **1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 5:30 P.M.**

- 1.A. Call to Order/Roll Call
- 1.B. Public Comment
- 1.C. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation. Initiation of Litigation: 2 potential cases.

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### **2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:00 P.M.**

- 2.A. Call to Order/Roll Call
- 2.B. Public Comment
- 2.C. Clarify Regular Meeting Topics
- 2.D. 2025 Legislative Recap & 2026 Brea Legislative Platform
- 2.E. Appointment to the Distinguished Brea Athletes Selection Committee
- 2.F. Council Member Reports/Requests
- 2.G. Study Session Adjournment

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### **3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.**

- 3.A. Call to Order/Roll Call
- 3.B. Pledge of Allegiance: Boy Scout Troop 707
- 3.C. Invocation: Pastor Dave Tebay, Calvary Community Church
- 3.D. Report - Prior Study Session
- 3.E. Community Announcements
- 3.F. Matters from the Audience
- 3.G. Response to Public Inquiries

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### **4. COUNCIL/AGENCY/AUTHORITY/CORPORATION REORGANIZATION**

- 4.A. Presentation to Outgoing Mayor
- 4.B. Election of Mayor/Chair and Introductions
- 4.C. Election of Mayor Pro Tem/Vice Chair and Introductions

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### **5. ADMINISTRATIVE ITEM**

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

5.A. Integrated Crime Center Update

## **6. CONSENT CALENDAR**

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

6.A. November 18, 2025 Regular Meeting Minutes

- 1. Approve.

6.B. Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2025

- 1. Receive and File.

6.C. Purchase of Motorola Mobile and Portable Radios for New Pierce Fire Engines

- 1. Authorize the purchase of necessary Motorola mobile and portable radios associated with equipping the new Pierce Fire Engines currently under construction; and
- 2. Approve the purchase from BearCom (Motorola Solutions Authorized Dealer) as a sole source vendor under the County of Los Angeles approved contract MA-IS-2240228-2 in the amount of \$133,658.22. Funding for this purchase was included as a decision package in the 2025–2027 Adopted Biennial Budget.

6.D. Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2024-25 and FY 2025-26

- 1. Adopt Resolution No. 2025-066 amending the City Operating Budget for FY 2024-25 and FY 2025-26; and
- 2. Adopt Resolution No. 2025-067 amending the Capital Improvement Program Budget for FY 2024-25 and FY 2025-26.

6.E. Distinguished Brea Athletes Program Policy

- 1. Approve and adopt the revised changes to the City of Brea Distinguished Brea Athletes Program Policy.

6.F. Acceptance of Waterline Improvements at the Intersection of Birch Street and Kraemer Boulevard, CIP No. 7329

- 1. Accept project as complete and authorize City Clerk to file and record Notice of Completion; and
- 2. Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department; and
- 3. Accept the Warranty Bond. The source of funds for this Project is from RMRA Fund (Fund 221) and Water Fund (Fund 420).

6.G. Acceptance of Birch Street Phase 1A Street Improvements, CIP No. 7329

- 1. Accept project as complete and authorize City Clerk to file and record Notice of Completion; and
- 2. Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department; and
- 3. Accept the Warranty Bond. The Project is funded through RMRA (Fund 221) and Measure M (Fund 260), resulting in no fiscal impact to the General Fund.

6.H. Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2025

- 1. Receive and file.

6.I. Second Reading of Zoning Ordinance Text Amendment (ZOTA) No. 2025-03

- 1. Waive full reading of and adopt Ordinance No. 1269 titled, "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2025-03 (Omnibus Code Update) and approving a CEQA exemption determination"; and
- 2. Approve a California Environmental Quality Act (CEQA) Exemption Determination.

6.J. City Disbursement Registers for November 14 and November 21, 2025

- 1. Receive and file.

**7. CITY/SUCCESSOR AGENCY - CONSENT**

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7.A. Successor Agency Disbursement Register for November 21, 2025

- 1. Receive and file.

**8. ADMINISTRATIVE ANNOUNCEMENTS**

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8.A. City Manager

8.B. City Attorney

8.C. Council Requests

**9. COUNCIL ANNOUNCEMENTS**

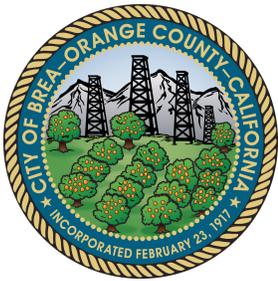
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9.A. Council Announcements

**10. ADJOURNMENT**

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10.A. Meeting Adjournment



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 2D.**

## 2025 Legislative Recap & 2026 Brea Legislative Platform

TO	PREPARED BY
Honorable Mayor and City Council Members	Liz Pharis, Communications & Marketing Manager/PIO
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Kristin Griffith, City Manager	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Receive and file the 2025 Legislative Recap;
2. Review potential projects to consider for future earmark opportunities; and
3. Provide feedback on the current Legislative Platform in preparation of the 2026 Legislative Platform.

### **BACKGROUND/DISCUSSION**

The City of Brea is under contract with Townsend Public Affairs to monitor legislative activity on the federal, state, and regional levels. Each year at the end of the legislative session, Townsend Public Affairs provides a Legislative Recap to update the City Council on the actions taken that are of interest to the City. The recap also includes discussion on topics to consider for the 2026 Legislative Platform, and potential projects for future earmark opportunities.

The City's Legislative Platform is used to outline City Council positions on essential issues and serves as City Council authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state, and regional levels. It also provides staff with clear direction regarding the types of issues the City will monitor during the legislative session and enables staff to respond quickly with the City's position as amendments to bills occur in the legislature.

The Legislative Platform is updated annually to coincide with the state and federal legislative sessions. The updating process includes a review of the previous year's Legislative Platform by City Council, staff, the Executive Directors, and Townsend Public Affairs, the City's Legislative Advocate. Through the process, edits are suggested to keep the Platform current. Attached is the draft 2026 Legislative Platform, with edits highlighted in yellow, for City Council to review.

The City has a history of applying for congressional earmark opportunities in order to provide alternative funding for City projects. Working along with Townsend Public Affairs, the City has successfully secured funding to assist with community projects such as, The Tracks at Brea Trail and the Arovista Park Modernization project. To be prepared when opportunities arise, staff has compiled a list of future projects for consideration. Townsend Public Affairs' will lead the City Council through a discussion so that feedback can be provided.

## **FISCAL IMPACT/SUMMARY**

The City of Brea proactively engages in the legislative process by annually adopting a legislative platform. The platform outlines City Council positions on essential issues and serves as authorization for Brea elected officials and professional staff to advocate the City's position as legislation proceeds at the federal, state and regional levels. Staff is also seeking City Council's feedback on future projects to consider for congressional earmark funding.

There is no fiscal impact to the General Fund.

## **Attachments**

[2026 Legislative Platform\\_DRAFT.pdf](#)



**DRAFT**

## **2026 State and Federal Legislative Platform**

*Adopted by the City Council on*

*The Legislative Platform provides a streamlined process through which the City Council, City Manager, City staff, and the City's legislative advocates can act in a timely manner in response to legislative proposals. Legislation that is consistent with the Legislative Platform are reviewed, approved and signed by the Mayor or City Manager. In addition, legislative positions that are deemed time-sensitive and are consistent with the Legislative Platform may be approved and signed by the City Manager when the Mayor is unavailable. Once approved, a position letter is sent to the bill's author, the City's legislative advocate, and other stakeholders as deemed appropriate by staff, and a copy of the letter is distributed to the City Council.*

*Additionally, to remain nimble throughout the Legislative Session and respond to amendments, the City Manager or his/her designee may sign and submit position letters so long as the position is consistent with the position taken by Cal Cities and/or other City affiliated organizations, even if the scope of the legislation is not already incorporated into the City's Legislative Platform.*

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### **GUIDING PRINCIPLES**

#### **1. Preserve Local Control**

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

#### **2. Support Funding Opportunities**

Support opportunities that allow the City to compete and receive its fair share of regional, state, and federal funding for City projects and priorities. Opportunities include, and are not limited to, state and federal stimulus funding for state and local governments, economic development and job training, transportation, cultural arts, parks and recreation, energy efficiency, public safety, and public health.

#### **3. Promote Fiscal Stability**

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as mandated costs with no guarantee of local reimbursement or offsetting benefits.

# CITY OF BREA POLICY PLATFORM POSITIONS

## City Governance and Finance

1. Support stability, predictability, and independence in local government budgeting.
2. Support increases in local flexibility for use of state, federal and regional funding opportunities.
3. Support the continuation of the tax-free status of municipal bonds.
4. Encourage the County of Orange to make available more detailed auditing and reporting information regarding property tax and assessment appeals filed on property within city limits.
5. Support modification of the tax system to reflect the change in the State's economy from a manufacturing base to a service and information base.
6. Support the preservation and enhancement of the City's ability to generate revenues from all types of sales.
7. Support supplements to local funds to comply with mandates created by the National Pollutant Discharge Elimination System (NPDES) provisions of the Federal Clean Water Act.
8. Support generation, protection and timely allocation of local funding distributed by the state and federal government.
9. Support policies that add additional flexibilities and reduce burdensome requirements within the Brown Act.
10. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.
11. Support measures that apply general communications taxes, such as UUT, to all communications providers across including, but not limited to, providers of cable, video services, wireless, wire line (telephone lines), and satellite.
12. Support maintaining local discretion and authority over transfer taxes and other locally approved revenue measures, opposing any state efforts to preempt, delay, or undermine their implementation.
13. Support policies that affirm cities must retain the fiscal autonomy necessary to fund essential community services, infrastructure, and housing initiatives approved by their voters.
14. Oppose policies that would increase the voter threshold for local revenue measures or would increase the potential for litigation over local taxes and fees.

## **Economic Development**

1. Support legislation that provides financial incentives (state grants or tax incentives) for ~~mixed-use or “smart-growth”~~ modernization of land use principles.
2. Support efforts to facilitate the production of affordable housing and workforce housing, including infill housing incentives, grants to local agencies and private developer partnerships.
3. Support legislation that clarifies and narrows the prevailing wage standard for economic development, public works, and affordable housing projects.
4. Support increasing the State’s minimum threshold for public works projects that require prevailing wage.
5. Support efforts to assist local business growth and economic development post Redevelopment.
6. Oppose efforts to cut funding from Community Development Block Grant and other federal grant programs.

## **Environmental Sustainability**

1. Support efforts that encourage and incentivize regional coordinated planning activities for sustainable water resources, infrastructure, and planning.
2. Support limiting local government liability as a third party to superfund cleanup litigation.
3. Support Federal, State, and regional efforts to encourage and fund acquisition, preservation, and management of open space.
4. Support legislation that revises the California Environmental Quality Act (CEQA) for purposes of expediting projects.
5. Support policies and guidelines to facilitate alternative building methods, materials and technologies.
6. Support incentives and pricing strategies as a preferred alternative to traditional command and control regulations for meeting state and local emission reduction objectives for all sources.
7. Support strategies that clearly demonstrate and provide for the most cost-effective means for meeting air quality goals.
8. Support the expansion of infrastructure to support recyclable materials, the reuse of recyclable materials, as well as increase waste diversion rates and support “green” projects that do not place an undue burden on local government.

9. Support financial incentive mechanisms to cities and businesses to fund public and private capital for organic waste diversion and recycling infrastructure in order to comply with the Organic waste procurement mandates.
10. Support efforts to mitigate traffic congestion, leading to improved mobility and air quality, without incurring excessive public and private costs associated with their implementation.
11. Oppose efforts by other governmental agencies to enlist cities as implementers of their environmental mandates.
12. Oppose any new or more restrictive water reduction measures by the state that do not consider new development and regulatory water requirements.

## **Housing and Land Use**

1. Support housing element reform that provides local government the greatest flexibility to achieve realistic goals and support incentives for smart growth as well as funding for mandated General Plan Housing Element Updates and related processes.
2. Support reduction of housing density requirements to qualify for state grant funding.
3. Support legislation that preserves local discretion in the assessment, collection, and usage of development fees for projects including, but not limited to, water, wastewater, transportation, and other critical infrastructure needs.
4. Support funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic or vacant sites and structures.
5. Support legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.
6. Support legislation that preserves local flexibility in the adoption and implementation of health and safety standards contained in the building codes, including the preservation of local control over developments in fire-prone areas to safeguard human health and safety and mitigate wildfire risks.
7. Oppose legislation which weakens the City's position for land use controls due to potential claims of partial takings and any requirements for compensation of such claims.
8. Oppose actions that redefine the annexation process to require so-called "revenue neutral" annexations.
9. Oppose County of Orange processing of development projects within Brea's Sphere of Influence and any development agreements or other entitlements in sphere of influence areas that do not conform to City standards. Promote County of Orange compliance with existing Memorandum of Understanding regarding development within the Sphere of Influence.

## **Human Resources**

1. Support workers' compensation reform that requires formulas to rely on more evidence of work-related causation to determine compensability, higher thresholds for compensation, or a proportionate exposure formula.
2. Support reform and responsible changes to the CalPERS medical insurance program and CalPERS Public Employees' Medical and Hospital Care Program (PEMCHA) to address rising costs of premiums and the City's future liability for retiree medical insurance.
3. Support easing applicability of the Fair Labor Standards Act (FLSA) on public agencies.
4. Support reforms to CalPERS that promote Investment Restrictions that are similar or the same as those adopted by Public Agency Retirement Services (PARS).
5. Support legislative proposals that establish Defined Contribution Retirement Plans for new hires within CalPERS retirement programs.
6. Support fiscally responsible adjustments to CalPERS projected investment returns based on historical performance and conservative market projections. Advocate for CalPERS to adopt wiser investment strategies, prioritizing diversified, sustainable, and prudent investment practices that ensure long-term stability and minimize risk to taxpayers and public employees.
7. Oppose legislation that expands or extends any public safety presumptions of occupational injury or illness and support legislation that repeals the presumption that the findings of a treating physician are correct.
8. Oppose the imposition of compulsory and binding arbitration with respect to public employees upon local government.
9. Oppose efforts that restrict the investment ability of CalPERS based on social or political statements.
10. Oppose the imposition of mandated employee benefits that are more properly negotiated at the bargaining table upon local government.
11. Oppose the imposition of Federal or State mandates on the collective bargaining process.
12. Oppose making disciplinary proceedings for public safety employees similar to criminal proceedings thus rendering it impossible for employers to prove an administrative violation.

## **Public Safety and First Responders**

1. Support measures that encourage community safety, well-being and emergency planning.
2. Support legislation that promotes recruitment, retention, resources, and elevated hiring and training standards across law enforcement and fire departments, with a focus on high-risk and high-need areas.

3. Support legislation that funds innovations in law enforcement technology that integrates data sources, **increases efficiency**, and facilitates solvability and reduction of crime.
4. Support legislation for consistent funding for advanced firefighting equipment, including SCBA's, thermal imaging devices and specialized apparatus for more effective incident assessment and control.
5. Support increased State support for local services related to homeless and youth violence prevention programs through the North Orange County Public Safety Collaborative.
6. Support policies and funding that provide resources to combat organized retail, cargo, and vehicle theft operations.
- 7. Support legislation that provides the necessary funding for Proposition 36 programs.**
8. Support clarifying legislation related to recreational marijuana, including DUI drugs presumed intoxication and state funding for research and identification of intoxication measurement devices.
9. Support increased funding and State reimbursements for law enforcement training costs related to homelessness, mental illness, de-escalation, use of force, and public record act requests.
10. Support initiatives for specialized fire simulation training, hazardous material response and advance emergency medical services training to ensure the highest level of readiness and service.
- 11. Support State adoption of building and fuel modification requirements, and legislation for wildfire resilience and prevention, including fire safe development in Wildland Urban Interface areas, regional vegetation management, fire resistant building materials and enforcement of fire safe community standards. Support State adoption of building and fuel modification requirements through the code adoption process, which preserves local agencies' authority to make amendments based on local conditions and maintain local enforcement capabilities, rather than through legislation that mandates uniform standards and removes the ability to address local topographic, climatic, and geographic factors.**
12. Support legislation that secures funding for police and fire department mental health programs, with a focus on post-incident trauma resources, peer support and access to licensed professionals to support long-term resilience.
13. Support enhanced emergency preparedness and response initiatives by securing funding and legislation that prioritizes community resilience programs, modernizes emergency operations equipment, and ensures rigorous training for first responders.
14. Support comprehensive disaster readiness education and drills to prepare both residents and first responders, promoting community awareness and resilience through regular, coordinated practices.

15. Support policies that create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.
16. Support clarifying legislation to further define 'non-violent' offenses.
17. Support legislation that increases safety of all modes of transportation, including electric bikes.
18. Support legislation and funding that promotes e-bike safety through improved rider education, clearer equipment and classification standards, enhanced data collection on collisions, and infrastructure investments that protect pedestrians, bicyclists, and motorists while maintaining local authority to regulate safe operations within the community.
19. Oppose legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.
20. Oppose legislation that places burdensome restrictions on law enforcement and limits their ability to protect public safety.
21. Oppose legislation that imposes new mandates on law enforcement agencies without providing corresponding funding.
22. Oppose restrictions on access to social media material for the purposes of law enforcement personnel background investigations.
23. Oppose legislation that serves to impact eligibility for local jurisdictions for disaster response and recovery assistance.
24. Support legislation which grants law enforcement access via proper legal process to electronic data held by private corporations for use in criminal investigations.
25. Support clarifying legislation which would prohibit the use of marijuana by peace officers.
26. Support clarifying legislation which would amend AB 89 to mandate that peace officers obtain a bachelor's degree OR a modern policing degree (not AND) within three years of attaining a basic POST certificate.
27. Support legislation which would prohibit the use of Artificial Intelligence to impersonate another person.
28. Support legislation which would establish guardrails for law enforcement use of Artificial Intelligence for criminal investigations. Support legislation that preserves public safety's ability to employ new technology, such as Artificial Intelligence, to assist personnel in detecting and investigating criminal activity, while strictly protecting the rights and privacy of the public.
29. Support legislation that preserves and enhances the ability of public safety to lawfully retain, manage, and utilize data.

30. Support legislation and funding programs that assist local jurisdictions with the modernization, seismic strengthening, and replacement of aging fire stations and essential-services facilities.
31. Support dedicated funding for firefighter cancer, cardiac, and behavioral health early-detection programs, including annual screenings, lab work, and wellness diagnostics to reduce occupational illness.

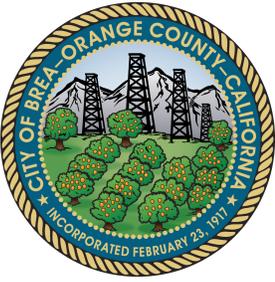
## **Parks, Recreation, Cultural Arts and Community Services**

1. Support efforts that facilitate the provision of quality, affordable "dependent care" for both children and seniors.
2. Support Federal and State funding opportunities and/or legislation that provides for senior citizen nutrition programs, prescription drug benefits, transportation, adult day care, technology improvements, education, and emergency education for seniors.
3. Work to strengthen policies and support the creation of more affordable, innovative, inclusive, and quality parks and recreation, open space, the acquisition of open space, bike lanes, and non-motorized trails.
4. Support continued State funding for local art, visual and performing arts, cultural, and music programs, as well as funding for facilities and programs for the City's youth, adults, and seniors.
5. Support funding for local and regional collaboration that supports equitable access for connected multimodal networks.
6. Support increasing opportunities for California's multi-generational residents to participate in civic engagement activities.
7. Support the County of Orange response to homeless issues, such as shelters and housing programs.
8. Support equitable, transparent, and data-driven distribution of state and county homelessness funding that ensures North Orange County Service Planning Area (SPA) cities, including Brea, receive fair access to resources needed to sustain their collaborative regional outreach, shelter, and service delivery systems.

## **General Issues**

1. Support measures that create or expand home rule authority as it applies to the cable, video and telecommunications industry and franchising processes.
2. Support policies and funding that expand access to broadband.

3. Support measures that require companies providing communication services to a local community to provide or support Public, Educational and Governmental (PEG) access to new networks, including PEG equipment, funding, and support.
4. Support measures to reform California's tort system to curtail unreasonable liability exposure for public agencies and restore the ability of public agencies to obtain affordable insurance.
5. Support legislation to extend the protections limiting local government liability for property damage caused by hillsides and mudslides.
6. Oppose any state or federal effort by the wireless industry that would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of "small cell" wireless equipment on taxpayer-funded property.
7. Consider the League of California Cities' Policy and Guiding Principles when taking into consideration supporting or opposing legislation.



# CITY *of* BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 2E.**

## Appointment to the Distinguished Brea Athletes Selection Committee

TO	PREPARED BY
Honorable Mayor and City Council Members	Sean L. Matlock, Deputy Director of Community Services
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Carrie Hernandez, Director of Community Services	Kristin Griffith, City Manager

### **RECOMMENDATION**

Appoint a member of the City Council to serve on the Distinguished Brea Athletes Selection Committee.

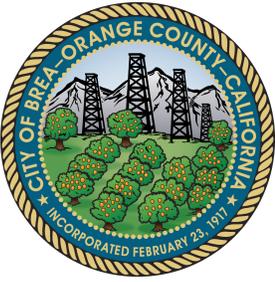
### **BACKGROUND/DISCUSSION**

The Distinguished Brea Athletes Program began shortly after the Brea Sports Park opened in February 2009. In 2010, the inaugural seven athletes were honored with a 24" x 18" plaque at the Brea Sports Park. Since the initial athletes were honored, the City has not received any nominations of athletes to be recognized. In October 2025, a nomination form was received which falls within the current parameters of the policy. The next step is the formation of a Selection Committee to review and verify the nomination with the established criteria to make a recommendation to the City Council.

The Selection Committee will consist of two members from the Brea Historical Society and two members from each of the following City Commissions: The Cultural Arts Commission, the Parks, Recreation and Human Services Commission, and the Planning Commission. In addition, the Mayor shall appoint one member from the City Council to serve on the Selection Committee. The selection of person(s) to be honored will be completed in time to be confirmed by Resolution of the City Council no later than the second regularly scheduled City Council meeting in April 2026.

### **FISCAL IMPACT/SUMMARY**

There is no fiscal impact to the General Fund.



# CITY *of* BREA

City Council Regular Meeting  
Communication  
December 2, 2025  
Item No. 6A.

## November 18, 2025 Regular Meeting Minutes

TO	PREPARED BY
Honorable Mayor and City Council Members	Christina Dizol, Deputy City Clerk
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Kristin Griffith, City Manager	Kristin Griffith, City Manager

### **RECOMMENDATION**

Approve.

### **Attachments**

[11-18-2025 Draft Minutes.pdf](#)

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

## **Minutes for the City Council Regular Meeting**

1 Civic Center Circle, Brea, California 92821

November 18, 2025

**Roll Call:** *(The following members were in attendance)*

- **Cecilia Hupp**, Mayor Pro Tem
- **Christine Marick**, Council Member
- **Marty Simonoff**, Council Member
- **Steve Vargas**, Council Member

**Absent:**

- **Blair Stewart**, Mayor

### **1. CLOSED SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:00 P.M.**

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1.A. Call to Order/Roll Call

Mayor Pro Tem Hupp called the Closed Session to order at 6:00 p.m. All members were present with Mayor Stewart absent.

1.B. Public Comment

None.

1.C. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation. Initiation of Litigation: 1 potential case.

Mayor Pro Tem Hupp adjourned the Closed Session at 6:22 p.m.

### **2. STUDY SESSION - EXECUTIVE CONFERENCE ROOM 3RD FLOOR - 6:30 P.M.**

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2.A. Call to Order/Roll Call

Mayor Pro Tem Hupp called the Study Session to order at 6:30 p.m. All members were present, with Mayor Stewart absent.

2.B. Public Comment

None.

## 2.C. Clarify Regular Meeting Topics

None.

## 2.D. Distinguished Brea Athletes Program

Director of Community Services Hernandez introduced the item.

Deputy Director of Community Services Matlock provided a presentation and spoke about the background of the program, recognition process timeline, the formation of the Ad Hoc Committee, and the fiscal impacts.

Council expressed concerns with the current plaques displayed at the Brea Sports Complex and discussed alternative materials to help alleviate costs, improve aesthetics, and create consistency.

Deputy Director of Community Services Matlock reviewed staff's recommended next steps.

Council discussed the nomination period, application form and process, and ways to increase advertisement.

The City Council directed staff to update the policy and bring the item back to a future City Council meeting.

## 2.E. Council Member Reports/Requests

Regarding Item 5B, Second Reading of Ordinance No. 1268, Council Member Vargas inquired about Hydro-Testing requirements for new company owners.

Regarding Item 5C, Award Design-Build Contract to GSE Construction Company for Carbon Canyon Booster Pump Station No. 2 Improvements, Council Member Vargas inquired about funding, the development of an indoor generator, and the lifespan of water pumps.

Council Member Simonoff spoke regarding handicap parking exemptions specifically related to overnight parking and street sweeping. Council directed staff to bring an Ordinance addressing handicap parking exemptions to a future City Council meeting.

## 2.F. Study Session Adjournment

Mayor Pro Tem Hupp adjourned the Study Session at 6:49 p.m.

## **3. GENERAL SESSION - COUNCIL CHAMBERS PLAZA LEVEL - 7:00 P.M.**

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### 3.A. Call to Order/Roll Call

Mayor Pro Tem Hupp called the General Session to order at 7:02 p.m. All members were present, with Mayor Stewart absent.

### 3.B. Pledge of Allegiance: Brea Girl Scouts Troops 8101 & 3013

Girl Scout Troops 8101 & 3013 led the Pledge of Allegiance.

### 3.C. Invocation: Pastor Vaughn Jarrett, The Way

Pastor Vaughn Jarrett, The Way, led the invocation.

### 3.D. Report - Prior Study Session

City Manager Griffith provided a report on the prior Study Session.

### 3.E. Community Announcements

Council Member Marick announced ways to donate for the holiday season such as Adopt-a-Senior, Angel Tree, Wish Tree, Spark of Love Toy Drive and donating to BCEC. She stated additional information can be found on the City website.

Council Member Simonoff asked residents to save the date for the City's annual Tree Lighting Ceremony on December 4 at 6:00 p.m. He indicated that there will be live music and performances, an opportunity to take photos with Santa, refreshments, and free admission.

### 3.F. Matters from the Audience

None.

### 3.G. Response to Public Inquiries

None.

## 4. PUBLIC HEARING

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### 4.A. Zoning Ordinance Text Amendment (ZOTA) No. 2025-03: Omnibus Code Update

Assistant Planner Bultema provided a presentation, spoke about the purpose of the proposed amendments, provided an overview of the code update program, and proposed ZOTA. He also spoke about the amendments related to Hydrogen-Fueling Stations, Housing Element compliance, permitted land uses and definitions, development standards, findings of approval for variance and administrative remedy, and public noticing. He reviewed project noticing, CEQA exemptions and staff's recommendation.

Mayor Pro Tem Hupp opened the Public Hearing. Seeing no members of the public wishing to speak on this item, Mayor Pro Tem Hupp closed the Public Hearing.

Council inquired about Hydrogen-Fueling Stations, development standards for outdoor living spaces, and single-family homes nonconforming parking. Assistant Planner Bultema and Assistant

City Manager/Community Development Director Killebrew responded to questions from the Council, and spoke about the requirements and mandates for minor additions, ADU's and JADU's.

**A motion was made by Council Member Vargas and seconded by Council Member Simonoff to waive full reading of and introduce Ordinance No. 1269 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2025-03 (Omnibus Code Update)"; and approve a California Environmental Quality Act (CEQA) Exemption Determination; and schedule adoption of aforementioned Ordinance at the next regular City Council meeting. Motion passed 4-0-1-0 (Ayes: Hupp, Marick, Simonoff, Vargas. Absent: Stewart)**

## 5. CONSENT CALENDAR

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Motion was made by Council Member Simonoff and seconded by Council Member Vargas to approve Consent Calendar Items 5A - 5E. Motion passed 4-0-1-0 (Ayes: Hupp, Marick, Simonoff, Vargas. Absent: Stewart)

5.A. November 4, 2025 Regular City Council Meeting Minutes

The City Council approved the November 4, 2025 City Council Meeting Minutes as written.

5.B. Second Reading of Ordinance No. 1268, an Ordinance of the City of Brea Extending the Term of a Pipeline Franchise Granted to Cardinal California Pipeline, L.P., and Approve a CEQA Exemption Determination

The City Council waived full reading of and adopted Ordinance No. 1268, "An Ordinance of the City Council of the City of Brea extending the term of a Pipeline Franchise granted to Cardinal California Pipeline, L.P." by title only and approved a California Environmental Quality Act (CEQA) exemption determination; and Appropriated any revenues received as part of this franchise in the Fiscal Year 2025-2026 Operating Budget; and Authorized the City Clerk to accept a new faithful performance bond upon final adoption of the Ordinance.

5.C. Award Design-Build Contract to GSE Construction Company for Carbon Canyon Booster Pump Station No. 2 Improvements, CIP 7470

The City Council amended the FY 2025-27 City's Operating and Capital Improvement Program Budget to appropriate \$750,000 from the City's Water Fund (420) for Carbon Canyon Booster Pump Station No. 2 Improvements, CIP 7470; and Awarded a Design-Build Contract to GSE Construction Company, Inc., in the amount of \$2,667,000.00; and authorized the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

5.D. October Outgoing Payment Log and City Disbursement Registers for October 31 and November 7, 2025

The City Council received and filed the October Outgoing Payment Log and City Disbursement Registers for October 31 and November 7, 2025.

5.E. Monthly Report of Investments for the City of Brea for Period Ended October 31, 2025

The City Council received and filed the Monthly Report of Investments for the period ended October 31, 2025.

## **6. CITY/SUCCESSOR AGENCY - CONSENT**

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**Motion was made by Council Member Simonoff and seconded by Council Member Vargas to approve City/Successor Agency Consent Item 6A. Motion passed 4-0-1-0 (Ayes: Hupp, Marick, Simonoff, Vargas. Absent: Stewart)**

6.A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended October 31, 2025

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for period ended October 31, 2025.

## **7. ADMINISTRATIVE ANNOUNCEMENTS**

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7.A. City Manager

None.

7.B. City Attorney

None.

7.C. Council Requests

None.

## **8. COUNCIL ANNOUNCEMENTS**

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8.A. Council Announcements

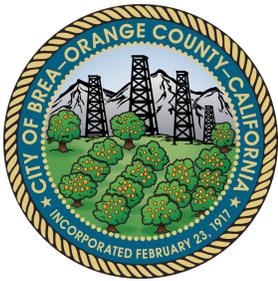
None.

## **9. ADJOURNMENT**

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9.A. Meeting Adjournment

Mayor Pro Tem Hupp adjourned the General Session at 7:22 p.m.



# CITY *of* BREA

City Council Regular Meeting  
Communication  
December 2, 2025  
Item No. 6B.

## Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2025

TO	PREPARED BY
Honorable Mayor and City Council Members	Mary Ann Alcancia, Financial Services Manager
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council take the following action:

1. Receive and file the Community Facilities Districts Annual Financial Report for the Fiscal Year Ended June 30, 2025.

### **BACKGROUND/DISCUSSION**

During the Fiscal Year 2024-25, there were six (6) Community Facilities Districts (CFD) in the City of Brea. Annually, special taxes are levied and collected to pay for the annual costs associated with these CFDs. There are two (2) bonded CFDs in which the special taxes are used to make payments related to bonds that were issued for the benefit of the CFD. There are four (4) non-bond (public services) CFDs in which the special taxes are used to pay the annual public safety and maintenance costs associated with the CFDs.

Government Code Sections 50075.3 (Report on Special Taxes) and 53411 (Report on Bond Proceeds) require the Chief Financial Officer of the issuing local agency to file an annual CFDs financial report with its governing body no later than January 1 of every year. The summary of the financial activity includes the beginning balance as of July 1; amounts collected and expended during the fiscal year; and the ending balance as of June 30 for each CFD (Attachment A).

### **FISCAL IMPACT/SUMMARY**

There is no fiscal impact associated with this item. As mandated by the California Government Code Sections 50075.3 and 53411, staff recommends approval of the recommended action to ensure compliance with Sections 50075.3 and 53411 of the Government Code.

**Attachments**

[Attachment A - CFD Annual Financial Report FY24-25.pdf](#)

**CITY OF BREA**  
**BONDED COMMUNITY FACILITIES DISTRICTS REPORT**  
**SPECIAL TAXES**  
**FOR FISCAL YEAR ENDED 6/30/2025**

<b>District</b>	<b>Balance 07/01/24</b>	<b>Special Taxes Collected FY 2024/25</b>	<b>Special Taxes Expended FY 2024/25</b>	<b>Balance 06/30/25</b>	<b>Project Status</b>
CFD 1997-1 (Olinda Ranch)	\$434,724	\$413,160	\$406,920	\$440,964	On-going
CFD 2008-2 (Brea Plaza)	\$1,254,763	\$636,243	\$571,757	\$1,319,249	On-going

Notes:

For CFD 1997-1 (Olinda Ranch), the amount reported for special taxes collected includes special taxes and interest earnings. The amount reported for special taxes expended includes bond payments and administrative costs.

For CFD 2008-2 (Brea Plaza), the amounts reported for special taxes collected include special taxes and interest earnings. The amounts reported for special taxes expended during FY 2024-25 were for bond payments and administrative costs.

**CITY OF BREA**  
**NON-BONDED (PUBLIC SERVICES)**  
**COMMUNITY FACILITIES DISTRICTS REPORT**  
**SPECIAL TAXES**  
**FOR FISCAL YEAR ENDED 6/30/2025**

District	Balance 07/01/24	Special Taxes Collected FY 2024/25	Special Taxes Expended FY 2024/25	Balance 06/30/25	Project Status
CFD 2008-1 (Blackstone Residential Development)	\$575,993	\$970,258	\$889,336	\$656,915	On-going
CFD 2011-1 (La Floresta Residential/ Commercial Development)	\$550,405	\$585,076	\$618,776	\$516,705	On-going
CFD 2013-1 (Taylor-Morrison Residential Development)	\$134,485	\$58,332	\$45,291	\$147,526	On-going
CFD 2013-2 (Central Park Village Residential Development)	\$212,286	\$152,907	\$115,887	\$249,306	On-going

Notes:

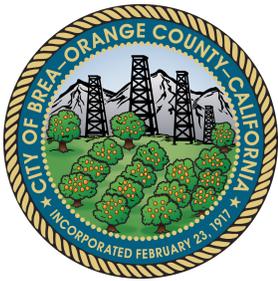
The amounts reported for special taxes collected during FY 2024-25 include special taxes and interest earnings.

For CFD 2008-1 (Blackstone Residential Development), the amount reported for special taxes expended during FY 2024-25 was for public safety services and maintenance of facilities.

CFD 2011-1 (La Floresta Residential/Commercial Development), the amount reported for special taxes expended during FY 2024-25 was for public safety services and maintenance of facilities.

For CFD 2013-1 (Taylor-Morrison Residential Development) the amount reported for special taxes expended during FY 2024-25 was for public safety services.

For CFD 2013-2 (Central Park Village Residential Development) the amount reported for special taxes expended during FY 2024-25 was for public safety services.



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 6C.**

## Purchase of Motorola Mobile and Portable Radios for New Pierce Fire Engines

TO	PREPARED BY
Honorable Mayor and City Council Members	Stephen Davy, Division Chief
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Dan Mielke, Fire Chief	Kristin Griffith, City Manager

### RECOMMENDATION

Staff recommend that the City Council take the following action:

1. Authorize the purchase of necessary Motorola mobile and portable radios associated with equipping the new Pierce Fire Engines currently under construction.
2. Approve the purchase from BearCom (Motorola Solutions Authorized Dealer) as a sole source vendor under the County of Los Angeles approved contract MA-IS-2240228-2 in the amount of \$133,658.22.

### BACKGROUND/DISCUSSION

On October 18, 2022, the City Council approved the purchase of three (3) Pierce Arrow XT Fire Engines as part of the City's long-term vehicle replacement plan and operational readiness initiative. These engines are currently in production at Pierce Manufacturing and are expected to enter final assembly and outfitting phases in the coming months. Each engine requires a complete suite of mobile and portable radios to ensure full integration with Orange County's interoperable emergency communications system. The Fire Department has identified Motorola's APX™ 8500 multiband mobile radios and APX™ 8000XE portable radios as the required equipment to meet operational, interoperability, and encryption standards set by the County of Los Angeles, Orange County Communications (OCC) and the California Office of Emergency Services. The total quote provided by Motorola Solutions through BearCom (Motorola Quote #3284482, dated September 4, 2025) includes the following equipment:

- Two (2) Motorola APX 8500 Dual-Control Head Multiband Mobile Radios with encryption,
- Ten (10) Motorola APX 8000XE Ruggedized All-Band Portable Radios,
- Ten (10) IMPRES Vehicle Chargers,
- Ten (10) IMPRES Li-Ion Batteries, and
- Associated programming licenses, software packages, encryption keys, and accessory kits

This radio equipment will be installed by Pierce Manufacturing during the build process to ensure factory integration, wiring, and testing. This purchase is critical to ensure all communication components are ready for installation prior to the completion of the new apparatus. Delay will result in additional costs and post-delivery installation delays, affecting operational deployment timelines.

### SOLE SOURCE JUSTIFICATION

This purchase qualifies as a sole source procurement due to the following:

- Motorola is the standardized and approved communications platform used by all fire agencies operating within Orange County and the County of Los Angeles.
- BearCom is the only authorized local Motorola vendor certified under the County of Los Angeles county-wide purchasing agreement (Contract No. MA-IS-2240228-2).
- Pricing is pre-established under this contract and adheres to the County's negotiated rates, ensuring competitive and standardized costs across regional agencies.

#### **COMMISSION/COMMITTEE RECOMMENDATION**

During the November 25, 2025 Finance Committee meeting, the Committee evaluated the item and issued a recommendation for City Council approval.

#### **FISCAL IMPACT/SUMMARY**

The total cost of the Motorola communications package, including all mobile and portable radios, accessories, and software licensing, is \$133,658.22 (tax included). Funding for this purchase was included as a decision package in the 2025–2027 Adopted Biennial Budget (Resolution No. 2025-045) approved on June 17, 2025.

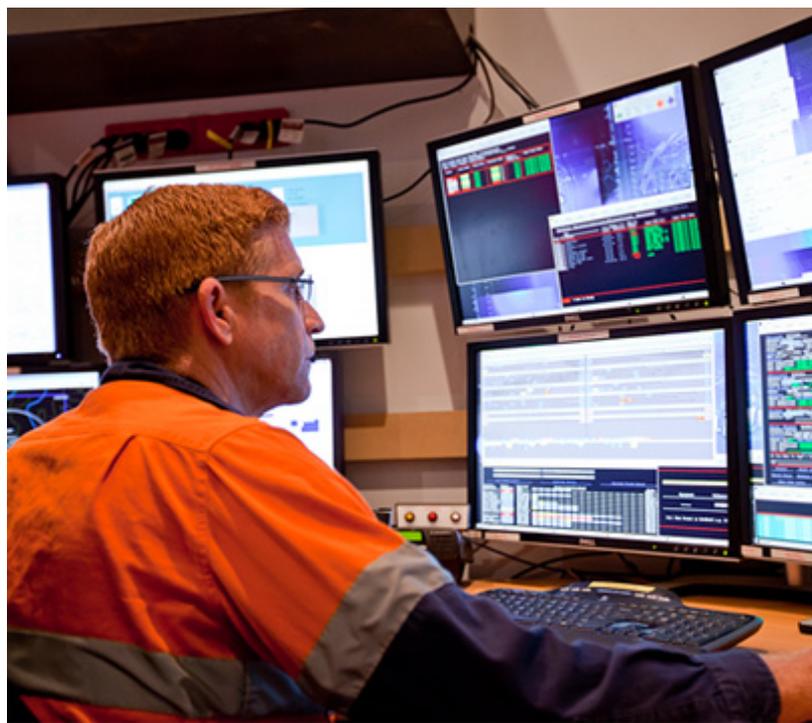
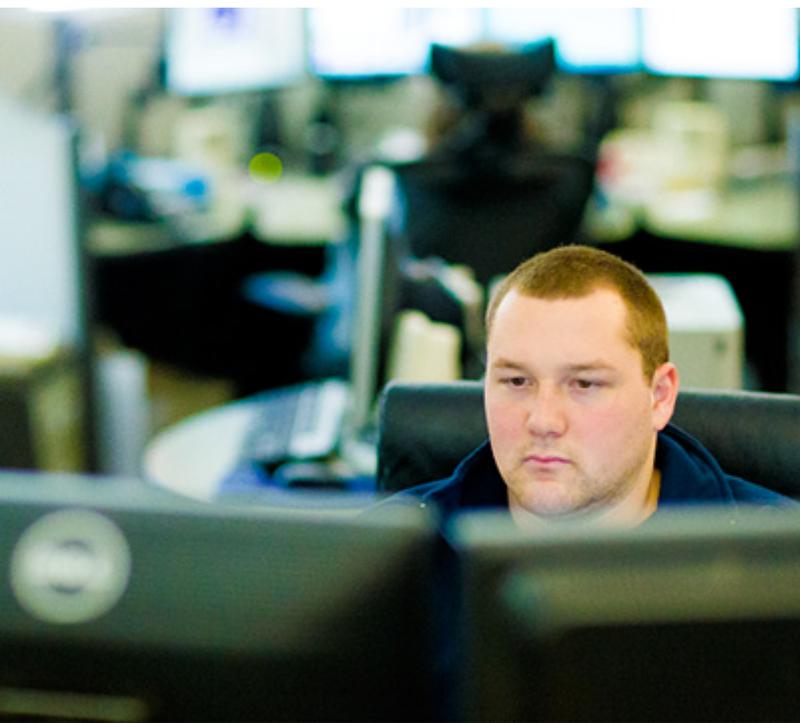
The funding source is Fund 542 – Fire Impact Fees. Timely procurement will prevent future cost escalation, ensure seamless integration with the new apparatus, and maintain compliance with OCC interoperability and encryption standards.

#### **Attachments**

[QUOTE-3284482](#)

[Sole Source Justification](#)

[LA County Contract: MA-IS-2240228-2](#)



**BREA, CITY OF**  
**NEW FIRE ENGINE RADIOS**  
09/04/2025

09/04/2025

BREA, CITY OF  
1 CIVIC CTR CIR  
BREA, CA 92821

RE: Motorola Quote for NEW FIRE ENGINE RADIOS

Dear STEPHEN DAVY,

Motorola Solutions is pleased to present BREA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BREA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Mark Carry at [mark.carry@bearcom.com](mailto:mark.carry@bearcom.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mark Carry  
MR ACCOUNT MANAGER

Motorola Solutions Manufacturer's Representative

Billing Address:  
 BREAA, CITY OF  
 1 CIVIC CTR CIR  
 BREAA, CA 92821  
 US

Shipping Address:  
 BREAA, CITY OF  
 1 CIVIC CTR CIR  
 BREAA 92821  
 BREAA, CA 92821  
 US

Quote Date:09/04/2025  
 Expiration Date: 12/29/2025

Quote Created By:  
 Mark Carry

MR ACCOUNT MANAGER  
 mark.carry@bearcom.com  
 3102613620  
 End Customer:  
 BREAA, CITY OF  
 STEPHEN DAVY  
 StephenD@cityofbrea.gov  
 LA County Contract MA-  
 IS-2240228-2

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 8500	5.13 APX 8500 MULTIBAND MOBILE-DUAL CONTROL HEAD WITH ENCRYPTION	2	\$9,886.14	\$20,025.70
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE			
1a	GA09008AA	ADD: GROUP SERVICES			
1b	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING			
1c	G67DG	ADD: REMOTE MOUNT 07 MP			
1d	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)			
1e	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX			
1f	G51AT	SOFTWARE LICENSE ENH:SMARTZONE			
1g	G78AT	ENH: 3 YEAR ESSENTIAL SVC			
1h	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED			
1i	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY			



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX			
1k	G843AH	ADD: AES ENCRYPTION AND ADP			
1l	GA00805AA	ADD: APX O7 CONTROL HEAD (STANDARD KEYPAD)			
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE			
1n	GA00243AC	ADD: FPP & CLONE (FED GOVT) APEX			
1o	GA00092AF	ADD: APX DUAL-CONTROL HARDWARE (O7 STANDARD KEYPAD)			
1p	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED			
1q	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX			
1r	W22BA	ADD: STD PALM MICROPHONE APX			
1s	QA09113AB	ADD: BASELINE RELEASE SW			
1t	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX			
	APX™ 8000 Series	6.27 APX 8000XE MODEL 3.5 RUGGEDIZED ALL BAND PORTABLE WITH ENCRYPTION	10	\$9,650.02	\$96,500.20
2	H91TGD9PW7AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 3.5			
2a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION			
2b	Q361AN	ADD: P25 9600 BAUD TRUNKING			
2c	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO			
2d	Q58AL	ADD: 3Y ESSENTIAL SERVICE			
2e	Q52AF	ADD: FRONT PANEL PROGRAMMING & CLONING (FEDERAL)			
2f	QA09008AA	ADD: GROUP SERVICES			
2g	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY			
2h	H38BS	ADD: SMARTZONE OPERATION			
2i	QA09113AB	ADD: BASELINE RELEASE SW			
2j	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)			
2k	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP			



Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
3	NNTN7624C	CHARGER, VEHICULAR IMPRES 12VDC HARDWIRE	10	\$408.00	\$4,080.00
4	PMNN4505A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 4850T	10	\$204.18	\$2,041.80
	APX™ Control Head/Mounting Kits/DEK BOX/Multiplexers				
5	H1835A	8 MODE DIRECT ENTRY DEK KIT	4	\$144.00	\$576.00
	APX™ Radio Management RADIO MANAGEMENT				
6	T7913A	SOFTWARE LICENSE RADIO MANAGEMENT OFFLINE*	1	\$1,026.60	\$1,026.60
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	12		

Subtotal	\$124,250.30
Estimated Tax	\$9,407.92
<b>Grand Total</b>	<b>\$133,658.22(USD)</b>

### Notes:

- Additional information is required for one or more items on the quote for an order.



Line #	Item Number	Parametric Data
6	T7913A	Incomplete



## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

# Vendor Selection Justification Request

(for Purchases more than \$7,000) Attach to your purchase requisition.

Date 11/11/2025

Form#

VSJ379

## Requestor

**Requestor Name** Kathleen Franks  
**Requestor Email** kathleenfr@breafire.gov  
**Requestor Phone** (714) 990-7644  
**Requestor Department** FIRE-ADMIN

## Vendor

**Vendor Company Name** BearCom  
**Vendor Contact Name** Mark Carry  
**Vendor Contact Email** mark.carry@bearcom.com  
**Vendor Contact Phone** (310) 261-3620

## Items/Services

**Description** The total quote provided by Motorola Solutions through BearCom (Motorola Quote #3284482, dated September 4, 2025) includes the following equipment:

- (2) Motorola APX 8500 Dual-Control Head Multiband Mobile Radios with encryption
- (10) Motorola APX 8000XE Ruggedized All-Band Portable Radios
- (10) IMPRES Vehicle Chargers
- (10) IMPRES Li-Ion Batteries
- Associated programming licenses, software packages, encryption keys, and accessory kits

**Amount** \$ 133,658.22

## Justification

**Categories** Piggyback or Cooperative Procurements  
Sole Source Procurements

### Explanation

1. Motorola is the standardized and approved communications platform used by all fire agencies operating with-in Orange County.
2. BearCom is the only authorized local Motorola vendor certified under the County of Los Angeles county-wide purchasing agreement (Contract No. MA-IS-2240228-2).
3. Pricing is pre-established under this contract and adheres to the County's negotiated rates,

ensuring competitive and standardized costs across regional agencies.

**Validity Period**

One-Time (for this purchase only)

TERM CONTRACT AWARD		CONTRACT NO: MA-IS-2240228-2	VERSION DATE 06/27/25
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 2371000	
<div style="border: 1px solid black; padding: 5px;"> <p>MOTOROLA SOLUTIONS INC</p> <p>725 S. FIGUEROA ST., STE. 1855</p> <p>LOS ANGELES CA 90017</p> </div>	BUYER: Natalie Monge PHONE: (323) 443-8596 EMAIL: NMonge@isd.lacounty.gov		
	VENDOR NO: 033256 CONTACT: Jeff Ashton PHONE: 954-605-3762		
	FISCAL YEAR: EFFECTIVE DATE: 07/01/25 EXPIRATION: 06/30/26		

**RADIO COMMUNICATIONS (MOTOROLA)**

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 725-45-00-028600  RADIO COMMUNICATIONS EQUIPMENT MFG: MOTOROLA  % DISCOUNT: SEE EXHIBIT A _ 2025-2026 DISCOUNT DATED JULY, 1, 2025	0.000		DISCOUNT	0.0000 %
2	COMMODITY CODE: 962-86-00-043391  FREIGHT  (SEE PAGE 17 OF EXHIBIT A FOR FREIGHT/SHIPPING CHARGE DETAILS)	0.000	EA	ITEM	\$ 0.000000

<hr/> COUNTY OF LOS ANGELES	<div style="text-align: center;">   <hr/>         VENDOR SIGNATURE/DATE       </div>
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SPECIAL TERMS & CONDITIONS	TERM CONTRACT AWARD	
	CONTRACT NO: MA-IS-2240228-2	Page 2

AMENDMENT #1 - 06/26/25

**1st Extension Term 07/01/25 - 06/30/26**

To replace "Exhibit A for LA County Discounts 2022-2025" with "Exhibit A for LA County Discounts 2025-2026."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\*\*\*

**TERMS & CONDITIONS OF PURCHASE FOR CONTRACT MA-IS-2240228**

NOTE: THE COUNTY OF LOS ANGELES IS USING A NEW DATABASE NUMBERING SYSTEM; THEREFORE, THE COUNTY OF LOS ANGELES MASTER PURCHASE AGREEMENT NUMBER 2240228 (TERM: 2022 - 2025) WILL HAVE A NEW NUMBER ASSOCIATED WITH IT. THIS NEW NUMBER IS A PROCEDURAL CHANGE AND DOES NOT CHANGE THE NATURE OF THE EXTENSION OF THE AGREEMENT NUMBER 2240228. ALL THE TERMS AND CONDITIONS OF THE AGREEMENT REMAIN THE SAME.\*\*\*

\*\*\*NOTE: THIS CONTRACT SHALL BE FOR THE PURCHASE OF RADIO COMMUNICATION EQUIPMENT & RELATED ACCESSORIES ONLY. PRODUCTS WITH RADIO COMMUNICATIONS AS AN ADDITIONAL FEATURE (I.E DESK OR LAPTOP COMPUTERS) SHALL NOT BE PURCHASED UNDER THIS CONTRACT.\*\*\*

CONDITIONS OF PURCHASE: THIS CONTRACT SHALL BE IN ACCORDANCE WITH THESE TERMS AND CONDITIONS AND ANY ATTACHMENTS HERETO. NO OTHER CONDITIONS OR MODIFICATIONS OF THESE TERMS AND CONDITIONS WILL BE EFFECTIVE UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE COUNTY OF LOS ANGELES (COUNTY). FAILURE OF COUNTY TO OBJECT TO PROVISIONS CONTAINED IN ANY ACKNOWLEDGMENT, DOCUMENT OR OTHER COMMUNICATION FROM VENDOR SHALL NOT BE CONSTRUED AS A WAIVER OF THESE TERMS AND CONDITIONS NOR AN ACCEPTANCE OF ANY SUCH PROVISION.

**1. TERMS OF AGREEMENT:**

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT:

- A. COUNTY MAY EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS).
- B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.
- C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS.

VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.

ANY AGREEMENT FORMULATED FROM THIS INQUIRY MAY BE CANCELLED BY EITHER PARTY, AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON NINETY (90) DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST SAID AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.

**2 DELIVERY:** DELIVERY SHALL BE AS STATED HEREIN. WHEN USING COMMON CARRIERS, COUNTY RESERVES THE RIGHT TO DESIGNATE THE TRANSPORTATION CARRIER. FAILURE ON THE PART OF VENDOR TO ADHERE TO SHIPPING TERMS SPECIFIED HEREON OR WRITTEN AGREEMENT MAY, AT COUNTY'S DISCRETION, RESULT IN ADDITIONAL HANDLING COSTS BEING DEDUCTED FROM VENDOR'S INVOICE. COST OF INSPECTION ON DELIVERIES OR OFFERS FOR DELIVERY WHICH DO NOT MEET SPECIFICATIONS WILL BE FOR THE ACCOUNT OF VENDOR. UNLESS OTHERWISE SET FORTH HEREIN, ALL ITEMS SHALL BE SUITABLE PACKED AND MARKED. PURCHASE ORDER NUMBER MUST BE ON ALL SHIPPING

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DOCUMENTS AND CONTAINERS.

- 3 INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.
- 4 PRICE/SALES TAX: UNLESS OTHERWISE DEFINITELY SPECIFIED, PRICES BID SHALL NOT INCLUDE SALES, OR USE TAXES. CONTRACTOR SHALL PROVIDE EITHER THE SERIAL NUMBER OR ITS RETAILER'S PERMIT TO ENGAGE IN BUSINESS AS A SELLER (IF A CA COMPANY) OR ITS RETAILER'S CERTIFICATE OF REGISTRATION - USE TAX (IF NOT CA COMPANY). WITHOUT ONE OF THESE NUMBERS, COUNTY WILL NOT PAY SALES/USE TAX DIRECT TO ANY VENDOR.
- 5 PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS OF THE PURCHASE ORDER AND CONTRACT 2240228 IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH ON PURCHASE ORDER OR CONTRACT (WHICHEVER IS GREATER).
- 6 WARRANTIES: VENDOR SHALL, AT NO COST TO COUNTY, PROMPTLY CORRECT ANY AND ALL DEFECTS IN THE ITEMS OR SERVICES PROVIDED HEREUNDER. THE TERM OF THIS WARRANTY SHALL BE AS SET FORTH ON THE FACE HEREOF OR IS NOT TERM AS SHOWN, NINETY (90) DAYS FROM DATE OF COUNTY'S ACCEPTANCE OF THE ITEM OR SERVICE. VENDOR WARRANTS THAT THE ITEMS MAY BE SHIPPED, SOLD AND USED IN CUSTOMARY MANNER WITHOUT VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENT OR ADMINISTRATIVE BODY.
- DISCLAIMER OF OTHER WARRANTIES: THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7 CANCELLATION: UNLESS OTHERWISE SPECIFIED HEREIN, COUNTY MAY CANCEL ALL OR PART OF A PURCHASE ORDER AT NO COST AND FOR ANY REASON BY GIVING WRITTEN NOTICE TO VENDOR AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO SCHEDULED DELIVERY. A CANCELLATION CHARGE NOT EXCEEDING ONE PERCENT (1%) OF THE VALUE OF THE CANCELLED PORTION OF THE PURCHASE ORDER MAY BE CHARGED COUNTY FOR CANCELLATION WITH LESS THAN THIRTY (30) CALENDAR DAYS PRIOR WRITTEN NOTICE.
- 8 EMPLOYMENT ELIGIBILITY: VENDOR WARRANTS THAT IT FULLY COMPLIES WITH ALL STATUTES AND REGULATIONS REGARDING THE EMPLOYMENT OF ALIENS AND OTHERS.
- 8A--FAIR LABOR STANDARDS: VENDOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT.
- 9 HAZARDOUS MATERIALS: VENDOR WARRANTS THAT IT COMPLIES WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES, ORDINANCES AND REGULATIONS CONCERNING HAZARDOUS MATERIALS AND TOXIC SUBSTANCES.
- 10 COVENANT AGAINST GRATUITIES: VENDOR WARRANTS THAT NO GRATUITIES (IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE) WERE OFFERED OR GIVEN BY VENDOR, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY

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OFFICE OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A PURCHASE ORDER OR FAVORABLE TREATMENT WITH RESPECT TO ANY DETERMINATION CONCERNING THE PERFORMANCE OF THE PURCHASE ORDER. IN THE EVENT OF BREACH OF THIS WARRANTY, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES INCLUDING, BUT NOT LIMITED TO, TERMINATION, AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF VENDOR'S DEFAULT.

11 CONFLICT OF INTEREST: NO COUNTY EMPLOYEE WHOSE POSITION WITH COUNTY ENABLES SUCH EMPLOYEE TO INFLUENCE THE AWARD OF A PURCHASE ORDER OR ANY COMPETING AGREEMENT, AND NO SPOUSE OR ECONOMIC DEPENDENT OF SUCH EMPLOYEE, SHALL BE EMPLOYED IN ANY CAPACITY BY VENDOR, OR HAVE ANY OTHER DIRECT OR INDIRECT FINANCIAL INTEREST IN THE PURCHASE ORDER. NO OFFICER OR EMPLOYEE OF VENDOR, WHO MAY FINANCIALLY BENEFIT FROM THE AWARD OF A PURCHASE ORDER SHALL IN ANY WAY PARTICIPATE IN COUNTY'S APPROVAL, ONGOING EVALUATION, OR IN ANY WAY ATTEMPT TO UNLAWFULLY INFLUENCE COUNTY'S APPROVAL OR ONGOING EVALUATION.

11A--VENDOR SHALL COMPLY WITH ALL CONFLICT OF INTEREST LAWS, ORDINANCES AND REGULATIONS NOW IN EFFECT OR HEREAFTER TO BE ENACTED DURING THE TERM OF THE PURCHASE ORDER. VENDOR WARRANTS THAT IT IS NOT AWARE OF ANY FACTS WHICH CREATE A CONFLICT OF INTEREST. IF VENDOR HEREAFTER BECOMES AWARE OF ANY FACTS WHICH MIGHT REASONABLY BE EXPECTED TO CREATE A CONFLICT OF INTEREST, IT SHALL IMMEDIATELY MAKE FULL WRITTEN DISCLOSURE OF SUCH FACTS TO COUNTY. FULL WRITTEN DISCLOSURE SHALL INCLUDE, BUT IS NOT LIMITED TO, IDENTIFICATION OF ALL PERSONS IMPLICATED AND A COMPLETE DESCRIPTION OF ALL RELEVANT CIRCUMSTANCES.

12 GOVERNING LAW AND VENUE: THIS PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. VENDOR AGREES AND CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES REGARDING THIS PURCHASE ORDER, AND FURTHER AGREES AND CONSENTS THAT VENUE OF ANY ACTION HEREUNDER SHALL BE EXCLUSIVELY IN THE COUNTY OF LOS ANGELES, CALIFORNIA.

13 INDEMNIFICATION: VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, AND CLAIMS FOR DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR CONNECTED WITH ALLEGED OR ACTUAL NEGLIGENCE DUE TO OR ASSOCIATED WITH VENDOR'S NEGLIGENT OPERATIONS, GOODS, AND/OR COMMODITIES OR SERVICES PROVIDED HEREUNDER.

IF AN INFRINGEMENT CLAIM OCCURS VENDOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR COUNTY THE RIGHT TO CONTINUE USING THE EQUIPMENT, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR GRANT COUNTY A CREDIT FOR SUCH EQUIPMENT OR VENDOR SOFTWARE AS DEPRECIATED AND ACCEPT ITS RETURN. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH EQUIPMENT AND SOFTWARE.

VENDOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT IS BASED UPON (I) THE COMBINATION OF THE EQUIPMENT OR VENDOR SOFTWARE WITH ANY THIRD PARTY SOFTWARE, APPARATUS OR DEVICE NOT FURNISHED BY VENDOR; (II) THE USE OF ANCILLARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY MOTOROLA AND THAT IS ATTACHED TO OR USED IN CONNECTION WITH THE EQUIPMENT OR VENDOR SOFTWARE; (III) ANY EQUIPMENT THAT IS NOT VENDOR'S DESIGN OR FORMULA; (IV) A MODIFICATION OF THE VENDOR SOFTWARE BY A PARTY OTHER THAN VENDOR; OR (V) THE FAILURE BY COUNTY TO INSTALL AN ENHANCEMENT RELEASE TO THE VENDOR SOFTWARE THAT IS INTENDED TO CORRECT THE CLAIMED INFRINGEMENT. THE FOREGOING STATES

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THE ENTIRE LIABILITY OF VENDOR WITH RESPECT TO INFRINGEMENT OF PATENTS AND COPYRIGHTS BY THE EQUIPMENT AND VENDOR SOFTWARE OR ANY PARTS THEREOF.

THIS INDEMNITY SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS FOR OR BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT OR ANY ACTUAL OR ALLEGED TRADE SECRET DISCLOSURE.

14 LIABILITY INSURANCE:

THE COUNTY OF LOS ANGELES, ITS AGENTS OR EMPLOYEES, WILL NOT BE RESPONSIBLE FOR LOSS BY FIRE, FLOOD OR ACTS OF GOD. AFTER SUCH LOSS OF EQUIPMENT OR PARTS THEREOF HAS BEEN REPORTED TO YOU, REPLACEMENT IS TO BE MADE BY SUPPLIER WITHIN TIME QUOTED FOR ORIGINAL DELIVERY. HOWEVER, IF POSITIVE PROOF CAN BE FURNISHED SHOWING THAT A COUNTY EMPLOYEE IS RESPONSIBLE FOR ANY ACT OF NEGLIGENCE THAT AFFECTS THE OPERATION OR CONDITION OF THE EQUIPMENT, REPAIR OR REPLACEMENT WILL BE FOR THE ACCOUNT OF THE COUNTY.

THIS LIMITATION OF LIABILITY PROVISION SHALL APPLY NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED ONE MILLION DOLLARS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NO ACTION FOR BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MUST BE BROUGHT WITHIN THE STATUTORY PERIOD PROVIDED UNDER CALIFORNIA LAW.

15 INSURANCE COVERAGE REQUIREMENTS;

GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING:  
 GENERAL AGGREGATE: \$5 MILLION  
 PERSONAL AND ADVERTISING INJURY: \$1 MILLION  
 EACH OCCURENCE: \$5 MILLION

16 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE

PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE.

IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING:

EACH ACCIDENT: \$1 MILLION  
 DISEASE - POLICY LIMIT: \$1 MILLION  
 DISEASE - EACH EMPLOYEE: \$1 MILLION

17 INDEMNIFICATION AND INSURANCE REQUIREMENTS

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FOR LOS ANGELES COUNTY SERVICE AGREEMENTS

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, AND ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO DEMANDS, CLAIMS, ACTIONS, FEES, COSTS, AND EXPENSES (INCLUDING ATTORNEY AND EXPERT WITNESS FEES), ARISING FROM OR CONNECTED WITH CONTRACTOR'S ACTS AND/OR OMISSIONS ARISING FROM AND/OR RELATING TO THIS AGREEMENT.

GENERAL INSURANCE REQUIREMENTS: WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY AND DURING THE TERM OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE AND MAINTAIN, AND SHALL REQUIRE ALL OF ITS SUB-CONTRACTORS TO MAINTAIN, THE FOLLOWING PROGRAMS OF INSURANCE SPECIFIED IN THIS AGREEMENT. SUCH INSURANCE SHALL BE PRIMARY TO ANY OTHER INSURANCE OR SELF-INSURANCE PROGRAMS MAINTAINED BY COUNTY, AND SUCH COVERAGE SHALL BE PROVIDED AND MAINTAINED BY CONTRACTOR'S OWN EXPENSE.

CONTRACTOR SHALL PROVIDE TO COUNTY A SPECIFIC ADDITIONAL INSURED ENDORSEMENT FOR COMPLETED OPERATIONS.

EVIDENCE OF INSURANCE: CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SATISFACTORY TO COUNTY SHALL BE DELIVERED TO PURCHASING AGENT DESIGNEE PRIOR TO COMMENCING SERVICES UNDER THIS AGREEMENT.

THE COUNTY ACCEPTS THE STANDARD ACORD FORM CERTIFICATE OF INSURANCE AS SATISFACTORY EVIDENCE OF INSURANCE.

THE COUNTY ACCEPTS A BLANKET ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE(S) OR OTHER EVIDENCE OF COVERAGE SHALL BE DELIVERED TO:

ATTN:  
LORENA SANDOVAL  
MA-IS-2240228  
COUNTY OF LOS ANGELES - ISD  
1100 NORTH EASTERN AVENUE RM # G115  
LOS ANGELES, CA 90063

SUCH CERTIFICATES OR OTHER EVIDENCE SHALL:

- (1) SPECIFICALLY IDENTIFY THIS AGREEMENT.
- (2) CLEARLY EVIDENCE ALL COVERAGES REQUIRED IN THIS AGREEMENT.
- (3) CONTRACTOR AGREES THAT COUNTY IS TO BE GIVEN WRITTEN NOTICE BY MAIL AT LEAST THIRTY (30) DAYS IN ADVANCE OF CANCELLATION FOR ALL POLICIES EVIDENCED ON THE CERTIFICATE OF INSURANCE.
- (4) INCLUDE COPIES OF THE ADDITIONAL INSURED ENDORSEMENT TO THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING THE COUNTY OF LOS ANGELES ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED FOR ACTIVITIES ARISING FROM THIS AGREEMENT PER THE PROVISIONS OF THE BLANKET ADDITIONAL INSURED ENDORSEMENT.
- (5) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR REPRESENTS THAT ITS FINANCIAL STRENGTH IS SUFFICIENT TO COVER ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS. CONTRACTOR AGREES TO CONTINUE CARRYING AT ALL TIMES DURING THE TERM OF THIS AGREEMENT INSURANCE OF THE

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KINDS AND IN THE AMOUNTS LISTED IN THIS AGREEMENT.

18 INSURER FINANCIAL RATINGS: INSURANCE IS TO BE PROVIDED BY AN INSURANCE COMPANY ACCEPTABLE WITH AN A.M. BEST RATING OF NOT LESS THAN A:VII, UNLESS OTHERWISE APPROVED BY COUNTY.

FAILURE TO MAINTAIN COVERAGE: FAILURE BY CONTRACTOR TO MAINTAIN THE REQUIRED INSURANCE, OR TO PROVIDE EVIDENCE OF INSURANCE COVERAGE ACCEPTABLE TO COUNTY, SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THIS AGREEMENT. COUNTY, AT ITS SOLE OPTION, MAY OBTAIN DAMAGES FROM CONTRACTOR RESULTING FROM SAID BREACH.

NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS: CONTRACTOR SHALL REPORT TO COUNTY:

(1) ANY ACCIDENT OR INCIDENT RELATING TO SERVICES PERFORMED UNDER THIS AGREEMENT WHICH INVOLVES INJURY OR PROPERTY DAMAGE WHICH MAY RESULT IN THE FILING OF A CLAIM OR LAWSUIT AGAINST CONTRACTOR AND/OR COUNTY. SUCH REPORT SHALL BE MADE IN WRITING WITHIN 24 HOURS OF OCCURRENCE.

(2) ANY THIRD PARTY CLAIM OR LAWSUIT FILED AGAINST CONTRACTOR ARISING FROM OR RELATED TO SERVICES PERFORMED BY CONTRACTOR UNDER THIS AGREEMENT.

(3) ANY INJURY TO A CONTRACTOR EMPLOYEE WHICH OCCURS ON COUNTY PROPERTY. THIS REPORT SHALL BE SUBMITTED ON A COUNTY "NON-EMPLOYEE INJURY REPORT" TO THE COUNTY CONTRACT MANAGER.

(4) ANY LOSS, DISAPPEARANCE, DESTRUCTION, MISUSE, OR THEFT OF ANY KIND WHATSOEVER OF COUNTY PROPERTY, MONIES OR SECURITIES ENTRUSTED TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT.

COMPENSATION FOR COUNTY COSTS: IN THE EVENT THAT CONTRACTOR FAILS TO COMPLY WITH ANY OF THE INDEMNIFICATION OR INSURANCE REQUIRMENTS OF THIS AGREEMENT, AND SUCH FAILURE TO COMPLY RESULTS IN ANY COSTS TO COUNTY, CONTRACTOR SHALL PAY FULL COMPENSATION FOR ALL COSTS INCURRED BY COUNTY.

INSURANCE COVERAGE REQUIREMENTS FOR SUB-CONTRACTORS: CONTRACTOR SHALL ENSURE ANY AND ALL SUB-CONTRACTORS PERFORMING SERVICES UNDER THIS AGREEMENT MEET THE INSURANCE REQUIREMENTS OF THIS AGREEMENT BY EITHER:

(1) CONTRACTOR PROVIDING EVIDENCE OF INSURANCE COVERING THE ACTIVITIES OF SUB-CONTRACTORS, OR

(2) CONTRACTOR PROVIDING EVIDENCE SUBMITTED BY SUB-CONTRACTORS EVIDENCING THAT SUB-CONTRACTORS MAINTAIN THE REQUIRED INSURANCE COVERAGE. COUNTY RETAINS THE RIGHT TO OBTAIN COPIES OF EVIDENCE OF SUB-CONTRACTOR INSURANCE COVERAGE AT ANY TIME.

19 DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

20 INVALIDITY, REMEDIES NOT EXCLUSIVE: THE INVALIDITY IN WHOLE OR

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IN PART OF ANY TERM OR CONDITION OF THIS PURCHASE ORDER SHALL NOT AFFECT THE VALIDITY OF THE REMAINDER OF THIS PURCHASE ORDER AND THE APPLICATION OF SUCH PROVISIONS TO THE OTHER PERSONS OR CIRCUMSTANCES SHALL NOT BE AFFECTED THEREBY. THE RIGHTS AND REMEDIES PROVIDED HEREIN SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES IN LAW OR EQUITY.

20A---NON-DISCRIMINATION: BY ACCEPTANCE OF ANY PURCHASE ORDER UNDER CONTRACT 2240228, CONTRACTOR CERTIFIES AND AGREES THAT ALL PERSONS EMPLOYED BY IT, ITS AFFILIATES, SUBSIDIARIES, OR HOLDING COMPANIES ARE AND WILL BE TREATED EQUALLY BY IT WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX AND IN COMPLIANCE WITH ALL ANTI-DISCRIMINATION LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA. CONTRACTOR CERTIFIES AND AGREES THAT IT WILL DEAL WITH ITS SUBCONTRACTORS, BIDDERS OR VENDORS WITHOUT REGARD TO OR BECAUSE OF RACE, RELIGION, ANCESTRY, NATIONAL ORIGIN, DISABILITY OR SEX. VENDOR SHALL ALLOW THE COUNTY ACCESS TO ITS EMPLOYMENT RECORDS DURING THE REGULAR BUSINESS HOURS TO VERIFY COMPLIANCE WITH THESE PROVISIONS WHEN SO REQUESTED BY THE COUNTY. IF THE COUNTY FINDS THAT ANY OF THE ABOVE PROVISIONS HAVE BEEN VIOLATED, THE SAME SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT 40760 (AND ITS PURCHASE ORDER(S) UPON WHICH, THE COUNTY MAY DETERMINE TO CANCEL, TERMINATE, OR SUSPEND THE PURCHASE ORDER AND/OR CONTRACT. THE PARTIES AGREE THAT IN THE EVENT THE VENDOR VIOLATES THE ANTI-DISCRIMINATION PROVISIONS OF THE PURCHASE ORDER, THE COUNTY SHALL, AT ITS OPTION AND IN LIEU OF TERMINATION OR SUSPENDING THIS PURCHASE ORDER AND /OR CONTRACT, BE ENTITLED TO LIQUIDATED DAMAGES, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, OF THE GREATER TEN PERCENT (10%) OF THE PURCHASE ORDER AMOUNT OR ONE THOUSAND DOLLARS.

21 COMPLIANCE WITH LAWS: VENDOR SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS, AND VENDOR AGREES TO HOLD COUNTY, ITS AGENTS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND DAMAGES RESULTING FROM FAILURE OF COMPLIANCE.

22 FORCE MAJURE: NEITHER PARTY WILL BE LIABLE FOR DELAYS IN PERFORMANCE BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, FIRE, FLOOD, ACT OF GOD OR RESTRICTION OF CIVIL OR MILITARY AUTHORITY.

23 ASSIGNMENT AND DELEGATION: VENDOR SHALL NOT ASSIGN ITS RIGHTS OR DELEGATE ITS DUTIES UNDER THE PURCHASE ORDER WITHOUT COUNTY'S PRIOR WRITTEN AUTHORIZATION AND ANY ASSIGNMENT OR DELEGATION WITHOUT SUCH AUTHORIZATION SHALL BE NULL AND VOID AND SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE THE PURCHASE ORDER IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH ON DEFAULT.

COUNTY'S CONSENT TO AN ASSIGNMENT SHALL NOT BE UNREASONABLY WITHHELD.

24 TIME IS OF THE ESSENCE: IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THIS PURCHASE ORDER AND PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.

25 NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.

26 STANDARD TERMS AND CONDITONS, PAGE 12 -PRICE GUARANTEE: DELETED

27 WAIVER: THE FAILURE OF EITHER PARTY TO INSIST, IN ANY ONE OR

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MORE INSTANCES, UPON THE PERFORMANCE OF ANY TERMS, CONDITIONS OR COVENANT OF THIS PURCHASE ORDER OR TO EXERCISE ANY RIGHT HEREUNDER SHALL NOT BE CONSTRUED AS A WAIVER OF THE FUTURE PERFORMANCE OF ANY SUCH TERM, CONDITION OR COVENANT, BUT THE OBLIGATION WITH RESPECT TO FUTURE PERFORMANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. NO WAIVER SHALL BE ENFORCEABLE UNLESS SET FORTH IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING THE WAIVER.

28 ACCEPTANCE: UNLESS EXPLICITLY STATED BY COUNTY AS OTHERWISE, COUNTY, MAY CONDUCT, AT ITS LOCATION OR ANY OTHER COUNTY DESIGNATED LOCATION AND AT ITS EXPENSE, AN INCOMING ACCEPTANCE TEST ON ALL ITEMS PURCHASED HEREUNDER. THE ACCEPTANCE TEST PERIOD SHALL NOT EXCEED THIRTY (30) DAYS FROM RECEIPT OF SUCH ITEM(S) BY COUNTY. COUNTY MAY, AT ITS SOLE DISCRETION, REJECT ALL OR ANY PART OF ITEMS OR SERVICES NOT CONFORMING TO THE REQUIREMENTS/SPECIFICATIONS STATED IN A PURCHASE ORDER.

29 SPARE PARTS: VENDOR SHALL MAKE SPARE PARTS AVAILABLE TO COUNTY FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE ITEMS TO COUNTY. IF VENDOR IS UNABLE TO SO PROVIDE SPARE PARTS, IT SHALL PROVIDE COUNTY WITH THE NAME(S) OF VENDOR'S SUPPLIERS SO THAT COUNTY MAY ATTEMPT TO PROCURE SUCH UNAVAILABILITY, VENDOR SHALL PROVIDE, AT NO COST, REASONABLE ASSISTANCE TO COUNTY IN OBTAINING SPARE PARTS.

30 ENTIRE AGREEMENT MODIFICATIONS: THIS PURCHASE ORDER CONTRACT AND ANY ATTACHMENTS HERETO, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES WHICH SUPERSEDES ALL PREVIOUS AGREEMENTS, WRITTEN OR ORAL, AND ALL COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS PURCHASE ORDER SHALL NOT BE MODIFIED, SUPPLEMENTED, QUALIFIED OR INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES OR BY ANY USAGE OF TRADE. ALL MODIFICATIONS TO THIS PURCHASE ORDER SHALL BE SET FORTH IN WRITING AND SIGNED BY THE VENDOR AND PURCHASING AGENT OR HIS/HER DESIGNEE.

30A--COUNTY STOCK: STOCK FURNISHED BY COUNTY TO BE USED IN A PURCHASE ORDER SHALL BE RETURNED TO COUNTY FREE FROM DAMAGE FROM ANY CAUSE AND IN ACCORDANCE WITH ALL OTHER TERMS AND CONDITIONS OF CONTRACT, PURCHASE ORDER AND HEREIN.

31 INDEPENDENT CONTRACTOR STATUS: VENDOR SHALL AT ALL TIMES BE ACTING IN THE CAPACITY OF INDEPENDENT CONTRACTOR. THIS PURCHASE ORDER IS NOT INTENDED, AND SHALL NOT BE OR CONSTRUED, TO CREATE THE RELATIONSHIP OF AGENT, SERVANT, EMPLOYEE PARTNERSHIP, JOINT VENTURE OR ASSOCIATION, AS BETWEEN COUNTY AND VENDOR. THE EMPLOYEES AND AGENTS OF ONE PARTY SHALL NOT BE OR CONSTRUED TO BE, THE EMPLOYEES OR AGENTS OF THE OTHER PARTY FOR ANY REASON WHATSOEVER.

32 TAX EXEMPT STATUS: TAX EXEMPT ITEMS SHALL BE AS LISTED ON THE FACE HEREOF.

32A---TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

33 COUNTY LOBBYISTS: VENDOR AND EACH COUNTY LOBBYIST OR COUNTY LOBBYING FIRM AS DEFINED IN LOS ANGELES COUNTY CODE SECTION 2.160.010, RETAINED BY VENDOR, SHALL FULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE, LOS ANGELES COUNTY CODE CHAPTER 2.160. FAILURE ON THE PART OF VENDOR ANY COUNTY LOBBYIST OR COUNTY LOBBYING FIRM RETAINED BY VENDOR TO DULLY COMPLY WITH THE COUNTY LOBBYIST ORDINANCE SHALL

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<p>CONSTITUTE A MATERIAL BREACH OF THE PURCHASE ORDER AND/OR AGREEMENT UPON WHICH COUNTY MAY IMMEDIATELY TERMINATE OR SUSPEND THE PURCHASE ORDER AND/OR AGREEMENT.</p> <p>33A---CONSIDERATION OF HIRING GAIN PROGRAM PARTICIPANTS: SHOULD THE VENDOR REQUIRE ADDITIONAL OR REPLACEMENT PERSONNEL AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXTENSION. CONTRACTOR SHALL GIVE CONSIDERATION FOR SUCH EMPLOYMENT OPENINGS TO PARTICIPANTS IN COUNTY'S DEPARTMENT OF THE PUBLIC SOCIAL SERVICES GREATER AVENUE FOR INDEPENDENCE (GAIN) PROGRAM WHO MEET CONTRACTOR'S MINIMUM QUALIFICATIONS FOR THE OPEN POSITION. FOR THIS PURPOSE, CONSIDERATION SHALL MEAN THAT CONTRACTOR WILL INTERVIEW QUALIFIED CANDIDATES. COUNTY WILL REFER GAIN PARTICIPANTS BY JOB CATEGORY TO VENDOR.</p> <p>34 TERMINATION FOR IMPROPER CONSIDERATION: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, IMMEDIATELY TERMINATE, THE RIGHT OF VENDOR TO PROCEED WITH A PURCHASE ORDER IF IT IS FOUND THAT CONSIDERATION IN ANY FORM WAS OFFERED OR GIVEN BY VENDOR, (EITHER DIRECTLY OR THROUGH AN INTERMEDIARY) TO ANY COUNTY OFFICER, EMPLOYEE, OR AGENT WITH THE INTENT OF SECURING A PURCHASE ORDER OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD, AMENDMENT, OR EXTENSIONS OF THE AGREEMENT OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE VENDOR 'S PERFORMANCE PURSUANT TO THE CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OS DEFAULT BY VENDOR.</p> <p>CONTRACTOR SHALL IMMEDIATELY REPORT ANY ATTEMPT BY A COUNTY OFFICER OR EMPLOYEE TO SOLICIT SUCH IMPROPER CONSIDERATION. THE REPORT SHALL BE MADE EITHER TO THE COUNTY MANAGER CHARGED WITH THE SUPERVISION OF THE EMPLOYEE OR TO THE COUNTY AUDITOR-CONTROLLER'S EMPLOYEE FRAUD HOTLINE AT 213.974.0914 OR 800.544.6861. IMPROPER CONSIDERATION MAY TAKE THE FORM OF, AMONG OTHER ITEMS, CASH, DISCOUNTS, SERVICES, THE PROVISION OF TRAVEL OR GRATUITIES (ENTERTAINMENT, TANGIBLE GIFTS), OR THE PROMISE OF ANY OF THESE.</p> <p>35 PARTICIPATING PUBLIC AGENCIES</p> <p>COUNTY AND VENDOR AGREE THAT OTHER GOVERNMENTAL ENTITIES WITHIN CALIFORNIA, INCLUDING BUT NOT LIMITED TO: COUNTIES, CITIES, SPECIAL DISTRICTS, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, HIGHER EDUCATION, AND OTHER MUNICIPALITIES (PARTICIPATING PUBLIC AGENCIES) MAY PURCHASE PRODUCTS OR SERVICES DEFINED HEREIN ON THE SAME TERMS, CONDITIONS AND PRICING AS THE COUNTY, SUBJECT TO ANY APPLICABLE LOCAL PURCHASING ORDINANCES AND THE LAWS OF THE STATE OF PURCHASE.</p> <p>THE COUNTY SHALL NOT BE CONSTRUED AS A DEALER, RE-MARKETER, REPRESENTATIVE, PARTNER OR AGENT OF ANY TYPE OF THE SUPPLIER.</p> <p>PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.</p> <p>THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.</p> <p>THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY</p>		

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OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.

EACH PARTICIPATING PUBLIC AGENCYS PURCHASE ORDER MUST REFER TO THIS LOS ANGELES COUNTY MASTER PURCHASE AGREEMENT (MPA) NUMBER MA-IS-2240228 AND MUST SPECIFY THE PRICING AND DELIVERY TERMS. NOTWITHSTANDING ANY ADDITIONAL OR CONTRARY TERMS IN THE PURCHASE ORDER, THE APPLICABLE PROVISIONS OF THIS MPA (EXCEPT FOR PRICING, DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS TO EQUIPMENT, WARRANTY COMMENCEMENT, AND PAYMENT TERMS) WILL GOVERN THE PURCHASE AND SALE OF THE EQUIPMENT OR SOFTWARE ORDERED BY THE PARTICIPATING PUBLIC AGENCY. TITLE AND RISK OF LOSS TO EQUIPMENT WILL PASS AT SHIPMENT, WARRANTY WILL COMMENCE UPON DELIVERY, AND PAYMENT IS DUE WITHIN THIRTY (30) DAYS AFTER THE INVOICE DATE.

36 FREIGHT/SHIPPING CHARGES:

- 1) ORDERS PLACED THROUGH THE MOTOROLA PARTS & ACCESSORIES DEPARTMENT WILL SHIP FOB DESTINATION, UPS GROUND AT NO CHARGE.
- 2) ORDERS PLACED FOR RADIO AND FACTORY/MANUFACTURED ITEMS SHALL BE CHARGED AT 1.25% OF THE EQUIPMENT TOTAL AND ADDED TO THE PRICE QUOTE.
- 3) EXPEDITED SHIPMENTS VIA AIR (FEDEX ETC.) WHEN REQUESTED BY COUNTY SHALL BE AT COUNTY EXPENSE.

37 PRICING AS PER ATTACHED:

1. EXHIBIT A \_ 2022-2025 DATED JULY, 1, 2022

38 WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR ACKNOWLEDGES THAT COUNTY HAS ESTABLISHED A GOAL OF ENSURING THAT ALL INDIVIDUALS AND BUSINESSES THAT BENEFIT FINANCIALLY FROM COUNTY THROUGH CONTRACT ARE CURRENT IN PAYING THEIR PROPERTY TAX OBLIGATIONS (SECURED AND UNSECURED ROLL) IN ORDER TO MITIGATE THE ECONOMIC BURDEN OTHERWISE IMPOSED UPON COUNTY AND ITS TAXPAYERS.

UNLESS CONTRACTOR QUALIFIES FOR AN EXEMPTION OR EXCLUSION, CONTRACTOR WARRANTS AND CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE IT IS NOW IN COMPLIANCE, AND DURING THE TERM OF THIS CONTRACT WILL MAINTAIN COMPLIANCE, WITH LOS ANGELES COUNTY CODE CHAPTER 2.206.

39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM

FAILURE OF CONTRACTOR TO MAINTAIN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN PARAGRAPH 38 "WARRANTY OF COMPLIANCE WITH COUNTYS DEFAULTED PROPERTY TAX REDUCTION PROGRAM" SHALL CONSTITUTE DEFAULT UNDER THIS CONTRACT. WITHOUT LIMITING THE RIGHTS AND REMEDIES AVAILABLE TO COUNTY UNDER ANY OTHER PROVISION OF THIS CONTRACT, FAILURE OF CONTRACTOR TO CURE SUCH DEFAULT WITHIN 10 DAYS OF NOTICE SHALL BE GROUNDS UPON WHICH COUNTY MAY TERMINATE THIS CONTRACT AND/OR PURSUE DEBARMENT OF CONTRACTOR, PURSUANT TO COUNTY CODE CHAPTER 2.206.

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

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3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

**ASSIGNMENT BY CONTRACTOR**

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)**

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

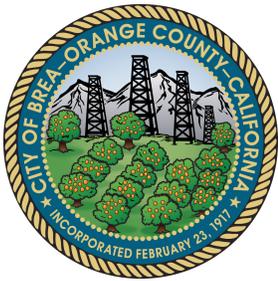
**FEDERAL UNIFORM GUIDELINE CLAUSE**

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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**COMPLIANCE WITH COUNTY POLICY OF EQUITY**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 6D.**

**Budget Adjustments to the City Operating and Capital Improvement Program Budgets for FY 2024-25 and FY 2025-26**

TO	PREPARED BY
Honorable Mayor and City Council Members	Alicia Brenner, Budget Manager
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

**RECOMMENDATION**

Staff recommends that City Council take the following action:

1. Adopt a resolution amending the City Operating Budget for FY 2024-25 and FY 2025-26, and
2. Adopt a resolution amending the Capital Improvement Program Budget for FY 2024-25 and FY 2025-26.

**BACKGROUND/DISCUSSION**

Budget adjustments are presented to the City Council periodically for review. These adjustments represent the appropriation of funds for items previously approved by the City Council during the fiscal year, staff recommended adjustments for City Council consideration, as well as requested adjustments to revenue estimates. These adjustments are separated by funding source and the accounts are identified as either revenue accounts (REV), expenditure accounts (EXP), transfers-out (TEXP), or transfers-in (TREV).

As part of the year-end process, staff administratively carries over continued appropriations previously approved by the City Council from the prior fiscal year to the current fiscal year as outlined in the City’s Fiscal Policies Statement under the Expenditure Policies section. If the purpose for which the expenditures were budgeted have not been completed, expenditures budgeted in one fiscal year may be carried over to the next fiscal year automatically. Additionally, the City Manager has the authority to automatically carryover available appropriation from one fiscal year to another fiscal year for a new expenditure so long as it does not exceed the City Manager’s authority limit of \$50,000.

With a few exceptions, these carryovers shall not occur for more than two budget cycles without City Council approval with only a few exceptions. Carryovers have been processed by staff from FY 2024-25 to FY 2025-26 and are separate from the budget adjustments being requested. The total carryover amount for the General Fund (110) is \$8,300,719 and includes the \$6,331,684 carryover for the Arovista Park Modernization Project.

The below chart summarizes the overall revenues over expenditures number for the City's General Fund (110) for FY 2024-25 (unaudited):

<b>GENERAL FUND (110)</b>	
<b>Revenues</b>	<b>\$73,504,805</b>
Carryovers from FY 2023-24	8,237,599
Transfers-In	757,500
<b>Total Revenues</b>	<b>\$82,499,904</b>
<b>Expenditures</b>	<b>\$68,451,541</b>
Held for Carryovers for FY 2024-25	8,300,719
Transfers-Out	3,179,560
<b>Total Expenditures</b>	<b>\$79,931,820</b>

The FY 2024-25 revenues over expenditures for the City's General Fund (110) is positive by \$2,568,084 and was approved to be used to balance the current year budget in lieu of the City's Operating Budget Policy of revenues over expenditures being transferred as follows: 95% to the City's Fixed Asset Replacement Fund (182) and 5% to the City's Other Post Employment Benefit Fund (150).

On June 17, 2025, the City adopted the FY 2025-27 biennial budget. For FY 2024-25, prior year revenues over expenditures had been projected at \$2,742,436. The actual unaudited revenues over expenditures came in \$174,352 lower than anticipated. Staff anticipates this shortfall to be offset in the current fiscal year through higher property tax revenues, based on updated projections from the City's new property tax consultant, HdL Companies.

Overall, sales tax revenues for FY 2024-25 are \$2,193,871 below the budgeted estimate, primarily due to reduced receipts in the auto-transportation and building-construction segments. During this period, a business tax filer also misreported sales tax receipts, inadvertently allocating revenues to the City of Brea. Following a detailed review by the California Department of Tax and Fee Administration (CDTFA) and the City's sales tax consultant, these misallocations were corrected, further reducing sales tax revenues for the period ending June 30, 2025. Looking ahead, sales tax revenues are expected to decline based on current sales activity, though additional information is needed to fully assess the financial impact. Staff will return to the City Council for guidance following the holiday quarter (October 1, 2025 through December 31, 2025).

For a complete list of proposed adjustments to the City's General Fund (110) and non-General Fund budget for FY 2024-25 and FY 2025-26, please refer to the attached City-Exhibit A for additional information. Below are a few highlights of non-General Fund sources with proposed adjustments over \$50,000 (net increase). Funding recommended to come from available fund balance and/or reserves:

- Within the Park Development Fund (250), additional appropriation requested for the emergency replastering of the large pool at the Brea Plunge in the amount of \$162,445 for FY 2025-26;
- Within the Housing Successor Fund (280), the City's share of the North Orange County Service Planning Area (NOCSPA) Navigation Center was more than projected for FY 2024-25;
- Within the 2011-1 Community Facilities District Fund (361) for the La Floresta development, FY 2024-25 costs were more than assumed as a result of salary and benefit costs being more than budgeted for the Fire

Operation and Fire Paramedic Divisions;

- Within the Risk Management Fund (470), increase appropriation is needed for unanticipated general liability claims paid in FY 2024-25 in the amount of \$217,131; and
- Within the Building Maintenance Fund (490) increase appropriation is needed for unanticipated costs incurred from increased electricity costs paid for City maintained buildings and facilities for FY 2024-25 and is projected to continue in the current fiscal year. Additional appropriation is needed for various emergency repairs throughout City facilities, including but not limited to, the Civic Center boiler and repair of the Executive elevator.

For Capital Improvement Projects, staff is recommending to transfer available funding between various capital improvement projects as well as appropriate an additional \$100,000 from the Traffic Impact Fees Fund (540) to the Imperial/SR-57 Interchange Project (7306) for FY 2025-26 (CIP - Exhibit A).

### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee discussed this item at their November 24, 2025 meeting and is recommended for City Council approval.

### **FISCAL IMPACT/SUMMARY**

The Fiscal Year 2024-25 and 2025-26 City Operating Budget adjustments for the City's General Fund (110) is provided in City - Exhibit A. The request results in a net decrease of \$2,159,085 in revenues and transfers-in and a decrease in expenditures and transfers-out of \$2,259,428; for a net General Fund change in revenues over expenditures of \$100,343 for FY 2024-25. For FY 2025-26, there is a net increase in revenues over expenditures of \$321,078 as a result of favorable changes in property tax revenue projections.

The City Operating Budget adjustments for all funds, including the General Fund (110), results in a net decrease in revenues and transfers-in of \$1,281,247 and a decrease in expenditures and transfers-out of \$545,336 for a net decrease in revenues over expenditures of \$735,911 for FY 2024-25. For FY 2025-26, the proposed adjustments result in an increase in revenues and transfers-in of \$562,169 and an increase in expenditures and transfers-out of \$79,593 for a net increase in revenues over expenditures of \$482,576.

The Capital Improvement Program Budget adjustments are provided in CIP - Exhibit A and represents an overall decrease of \$585,216 as a result of funds being de-obligated from the Sewer Fund (430) for the Walnut Way Street Improvement Project for FY 2025-26.

### **Attachments**

[City - Resolution](#)

[City - Exhibit A](#)

[CIP - Resolution](#)

[CIP - Exhibit A](#)

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
AMENDING THE CITY OPERATING BUDGET FOR FY 2024-25 AND  
FY 2025-26 AS AMENDED**

**A. RESOLUTION:**

The City Council of the City of Brea does hereby find, determine and resolve that the City Operating Budget for FY 2024-25 and FY 2025-26, Resolution 2023-040 and Resolution No. 2025-045, as heretofore amended, be further amended as set forth in City – Exhibit A, attached.

**APPROVED AND ADOPTED** this 2nd day of December, 2025.

\_\_\_\_\_  
Mayor

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

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 December, 2025 by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

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

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

City of Brea  
**FY 2024-25 & 2025-26**  
**OPERATING BUDGET ADJUSTMENTS**

December 2, 2025

			<u>Fiscal Year 2024-25</u>			<u>Fiscal Year 2025-26</u>			<u>Description</u>
			<u>Current Budget</u>	<u>Amended Budget</u>	<u>Funding Required</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Funding Required</u>	
<b>GENERAL FUND (110)</b>									
3111	(REV)	Secured Current Year	\$ 14,975,087	\$ 14,917,871	\$ (57,216)	\$ 15,559,585	\$ 15,898,526	\$ 338,941	For FY 2024-25, property tax related revenues were slightly down from projected however increased by 3.0% over prior year actuals.
3112	(REV)	Unsecured Current Year	\$ 303,721	\$ 289,264	\$ (14,457)	\$ 323,829	\$ 345,751	\$ 21,922	
3113	(REV)	Secured/Unsecured Prior Years	\$ 170,000	\$ 193,431	\$ 23,431	\$ 170,000	\$ 160,000	\$ (10,000)	For FY 2025-26, updated property tax projections were received from the City's property tax consultant. Property tax projections are based upon more current sales activity than at budget adoption and represents a 5.5% increase over prior year actuals.
3114	(REV)	Other Property Taxes & Assessments	\$ -	\$ 1,626	\$ 1,626	\$ -	\$ -	\$ -	
3514	(REV)	Property Tax in Lieu of Vehicle License Fees	\$ 5,644,706	\$ 5,650,243	\$ 5,537	\$ 5,848,002	\$ 5,958,870	\$ 110,868	
3515	(REV)	Homeowner Subvention	\$ 40,000	\$ 28,918	\$ (11,082)	\$ 40,000	\$ 40,000	\$ -	
3121	(REV)	Sales Tax	\$ 26,559,944	\$ 24,366,073	\$ (2,193,871)	\$ 27,269,550	\$ 27,269,550	\$ -	FY 2024-25 sales tax receipts are down from projections as a result of various misallocation corrections and declining growth within the Transportation Segment.
3123	(REV)	Transient Occupancy Tax	\$ 2,782,998	\$ 2,620,969	\$ (162,029)	\$ 2,681,179	\$ 2,513,388	\$ (167,791)	Projected revenue loss as a result of the permanent closure of Extended Stay Hotel.
3614	(REV)	Engineering & Inspection Fees	\$ 211,536	\$ 79,130	\$ (132,406)	\$ 35,302	\$ 35,302	\$ -	For FY 2024-25, engineering and inspection fees are down than initially assumed as a result of staff transition within the Engineering Division along with a shift of project assignments to non-development activity. For FY 2025-26, revenues are anticipated to be increased based upon current staffing levels.
3722	(REV)	Refunds/Recovery - Prior Year	\$ -	\$ 131,784	\$ 131,784	\$ -	\$ -	\$ -	Unanticipated increase in refunds and recovery from prior fiscal year including unclaimed property.
3985	(TREV)	Transfer-in from the Disaster Recovery Fund (911)	\$ 37,588	\$ -	\$ (37,588)	\$ -	\$ -	\$ -	FEMA reimbursement was received and accounted for as a Federal grant revenue in lieu of a transfer-in from the Disaster Recovery Fund (911).
5985	(TEXP)	Transfer-out to Sanitation and Street Sweeping Fund (440)	\$ 101,324	\$ -	\$ (101,324)	\$ -	\$ -	\$ -	Reduction in transfer-out to support program costs for FY 2024-25.

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
5985	(TEXP)	Transfer-out to Paramedic Services Fund	\$ 1,737,276	\$ 1,656,560	\$ (80,716)	\$ 2,040,001	\$ 2,040,001	\$ -	Transfer-out less than assumed based upon actual revenues over expenditures for the Paramedic Services Fund (174) for FY 2024-25.

**Management Services**

1111	(EXP)	City Council	\$ 173,767	\$ 170,336	\$ (3,431)	\$ 181,159	\$ 181,159	\$ -	For FY 2024-25 savings realized for various special program supplies including Engage Brea.
1112	(EXP)	Legal Services	\$ 501,197	\$ 360,325	\$ (140,872)	\$ 494,759	\$ 494,759	\$ -	Legal service costs lower than prior year actuals for FY 2024-25.
1143	(EXP)	City Manager's Office	\$ 1,215,228	\$ 1,115,825	\$ (99,403)	\$ 1,141,945	\$ 1,141,945	\$ -	For FY 2024-25 salary and operational savings lower than projected.
1152	(EXP)	Media Services/Graphics	\$ 360,661	\$ 355,982	\$ (4,679)	\$ 381,296	\$ 381,296	\$ -	For FY 2024-25 salary and operational savings lower than projected.

**Administrative Services**

3411	(REV)	Interest	\$ 514,686	\$ 1,138,379	\$ 623,693	\$ 514,686	\$ 514,686	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings more than anticipated.
1424	(EXP)	Treasury	\$ 457,662	\$ 500,888	\$ 43,226	\$ 311,116	\$ 311,116	\$ -	
1411	(EXP)	Administration	\$ 598,033	\$ 440,863	\$ (157,170)	\$ 546,688	\$ 546,688	\$ -	FY 2024-25, salary and benefit savings realized from vacancy savings.

**Police Services**

3569	(REV)	Federal Grants - Other	\$ 448,737	\$ 448,737	\$ -	\$ 304,403	\$ 420,516	\$ 116,113	For FY 2025-26, adjust budget to recognize remaining grant authority through the Law Enforcement Mental Health and Wellness (LEMHWA) Grant. Costs reimbursed through grant through December 2025.
2111	(EXP)	Administration	\$ 2,669,339	\$ 2,669,339	\$ -	\$ 2,510,733	\$ 2,626,846	\$ 116,113	
3729	(REV)	Refunds/Recovery - Other	\$ 3,729	\$ 33,579	\$ 29,850	\$ 5,523	\$ 5,523	\$ -	In FY 2024-25, miscellaneous refunds were received including \$23,225 from the Brea Plaza developer to purchase and install license plate readers at the Brea Plaza Shopping Center. Installation of equipment was installed in FY 2025-26.
2141	(EXP)	Special Programs	\$ 2,151,742	\$ 2,151,742	\$ -	\$ 2,306,926	\$ 2,330,151	\$ 23,225	
2132	(EXP)	Traffic	\$ 2,301,099	\$ 1,895,303	\$ (405,796)	\$ 2,422,539	\$ 2,422,539	\$ -	FY 2024-25, salary and benefit savings realized from vacancy savings.

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>Fire Services</b>									
3549	(REV)	State Grants - Other	\$ 588,125	\$ 950,341	\$ 362,216	\$ 256,000	\$ 306,363	\$ 50,363	Reimbursement for various Fire Strike Team responses including the the Park Fire in North California, the Airport Fire in the Santa Ana mountains and the Palisades Fire in Los Angeles County. For FY 2025-26, Strike Team responses include the Wolf Fire in Riverside County in July 2025.
3569	(REV)	Federal Grants - Other	\$ 448,737	\$ 584,970	\$ 136,233	\$ 304,403	\$ 304,403	\$ -	
2221	(EXP)	Fire Operations	\$ 8,592,306	\$ 7,700,006	\$ (892,300)	\$ 7,827,460	\$ 7,827,460	\$ -	FY 2024-25, salary and benefit savings within the Fire Operations Division.
3749	(REV)	Contributions - Other	\$ 1,044,913	\$ 17,811	\$ (1,027,102)	\$ 44,500	\$ 57,500	\$ 13,000	FY 2024-25 contributions are under budget as a result of a delay of payment from the Brea Mall development. The \$1 million contribution revenue is anticipated to be received in future to support public benefit improvements.
2221	(EXP)	Fire Operations	\$ 7,700,006	\$ 7,700,006	\$ -	\$ 7,827,460	\$ 7,830,460	\$ 3,000	For FY 2025-26, a donation from Bridge Energy is anticipated to support the purchase of radio equipment for the Fire Services Department. Contribution is also anticipated from the Fire Foundation for the clearing of Arunda in the Carbon Canyon Area.
2231	(EXP)	Fire Prevention	\$ 1,021,696	\$ 1,021,696	\$ -	\$ 1,032,968	\$ 1,042,968	\$ 10,000	
3728	(REV)	Recovery - Salaries/Wages	\$ 206,000	\$ 206,000	\$ -	\$ 140,000	\$ 144,539	\$ 4,539	FY 2025-26, recovery of Fire instructional staff hours provided to Santa Ana College for the Spring 2025 term. Funds to be used to support training costs for the department.
2221	(EXP)	Fire Operations	\$ 7,700,006	\$ 7,700,006	\$ -	\$ 7,830,460	\$ 7,834,999	\$ 4,539	
<b>Community Development</b>									
3212	(EXP)	Administration	\$ 625,380	\$ 522,340	\$ (103,040)	\$ 459,428	\$ 459,428	\$ -	For FY 2024-25, realized salary and benefit savings in comparison to budget.
3231	(EXP)	Planning	\$ 1,170,436	\$ 1,041,099	\$ (129,337)	\$ 825,300	\$ 825,300	\$ -	For FY 2024-25, realized salary and benefit savings in comparison to budget.
3241	(EXP)	Building Plan Check	\$ 1,091,021	\$ 1,225,935	\$ (134,914)	\$ 750,625	\$ 750,625	\$ -	For FY 2024-25, realized salary and benefit savings in comparison to budget. Also realized savings in professional services.

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
3549	(REV)	State Grant	\$ 588,125	\$ 588,125	\$ -	\$ 256,000	\$ 290,212	\$ 34,212	City was awarded a California Automated Permit Processing Program - CalAPP Grant for the implementation of a Solar Permitting Application (SolarApp). Costs are reimbursable through the grant and fund staff time, consultant costs and training necessary to implement the program.
3241	(EXP)	Building Plan Check	\$ 1,225,935	\$ 1,225,935	\$ -	\$ 750,625	\$ 784,837	\$ 34,212	

**Community Services**

3985	(TREV)	Transfer-in from Fixed Asset Replacement Fund (182)	\$ 57,500	\$ 57,500	\$ -	\$ -	\$ 30,000	\$ 30,000	Correction of accounting for the Curtis Theatre Decision Package that was approved at budget adoption for FY 2025-26.
4542	(EXP)	Theatre	\$ 1,183,595	\$ 1,183,595	\$ -	\$ 1,098,240	\$ 1,128,240	\$ 30,000	
3674	(REV)	Senior Leadership Council	\$ -	\$ 147,097	\$ 147,097	\$ -	\$ -	\$ -	For FY 2024-25, revenues and expenditures for the Senior Center Leadership Council realized. The Senior Leadership Council is a volunteer advisory group of members that meet to guide and vote on the use of donated and fundraised monies for special events, entertainment, and enhancements beyond regular Senior Center operations, with the City serving as fiscal agent.
4527	(EXP)	Senior Leadership Council	\$ -	\$ 147,097	\$ 147,097	\$ -	\$ -	\$ -	

**Public Works**

5141	(EXP)	Parks	\$ 2,246,136	\$ 2,034,168	\$ (211,968)	\$ 2,036,403	\$ 2,036,403	\$ -	For FY 2024-25, realized salary and benefit savings.
3723	(REV)	Recovery of Overhead	\$ 74,484	\$ 89,683	\$ 15,199	\$ 25,500	\$ 45,502	\$ 20,002	Repair and/or replacement of property damage due to traffic accidents (light poles, street signs, etc.) Reimbursed by insurance policyholder and/or responsible party.
5121	(EXP)	Streets	\$ 2,043,375	\$ 2,058,574	\$ 15,199	\$ 2,009,404	\$ 2,029,406	\$ 20,002	

<b>Change in Fund Revenues</b>		\$ (2,121,497)	\$ 532,169
Change in Transfers-In		(37,588)	30,000
<b>Change in Fund Expenditures</b>		\$ (2,077,388)	\$ 241,091
Change in Transfers-Out		(182,040)	-
<b>Net Change in Revenues over Expenditures</b>		\$ 100,343	\$ 321,078

**GENERAL PLAN MAINTENANCE FUND (120)**

3411	(REV)	Interest Earnings	\$ 23,580	\$ 25,885	\$ 2,305	\$ 14,000	\$ 14,000	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 1,500	\$ 3,805	\$ 2,305	\$ 1,210	\$ 1,210	\$ -	

<b>Net Change in Revenues over Expenditures</b>		\$ -	\$ -
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			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>PUBLIC SAFETY AUGMENTATION FUND (172)</b>									
2133	(EXP)	Communications (Dispatch)	\$ 187,778	\$ 190,345	\$ 2,567	\$ 211,047	\$ 211,047	\$ -	For FY 2024-25, the increase is attributed to the cost-sharing of the 800 MHz backbone radio system for the County. Maintenance costs of the radio system are distributed between the partnering agencies based upon number of radios. Brea's share was more than anticipated. For FY 2025-26, no additional appropriations are anticipated at this time.
<b>Change in Fund Expenditures</b>					<b>\$ 2,567</b>				<b>\$ -</b>
<b>SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (173)</b>									
3411	(REV)	Interest Earnings	\$ 2,700	\$ 3,171	\$ 471	\$ 14,000	\$ 14,000	\$ -	Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 150	\$ 621	\$ 471	\$ 470	\$ 470	\$ -	
<b>Net Change in Revenues over Expenditures</b>					<b>\$ -</b>				<b>\$ -</b>
<b>PARAMEDIC SERVICES FUND (174)</b>									
3985	(TREV)	Transfer-in to Paramedic Services Fund (174)	\$ 1,737,276	\$ 1,656,560	\$ (80,716)	\$ 2,040,001	\$ 2,040,001	\$ -	Transfer-out less than assumed based upon actual revenues over expenditures for the Paramedic Services Fund (174) for FY 2024-25.
363P	(REV)	PPGEMT Reimbursement	\$ -	\$ 330,023	\$ 330,023	\$ 264,600	\$ 264,600	\$ -	Reimbursement through the Public Provider Ground Emergency Medical Transport (PP-GEMT) Program that provides reimbursement for eligible Medi-Cal service costs.
36AL	(REV)	Ambulance Fees	\$ -	\$ 220,688	\$ 220,688	\$ 2,887,456	\$ 2,887,456	\$ -	Ambulance fees are more than initially assumed for FY 2024-25. This includes but not limited to Advanced Life Support (ALS) transport costs.
2222	(EXP)	Paramedic Services	7,625,411	8,095,406	469,995	9,235,992	9,235,992	\$ -	FY 2024-25 Increase in full-time and overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.) and full-time salaries being more than initially assumed.
<b>Change in Fund Revenues</b>					<b>\$ 550,711</b>				<b>\$ -</b>
Change in Transfers-In					(80,716)				-
<b>Change in Fund Expenditures</b>					<b>\$ 469,995</b>				<b>\$ -</b>
Change in Transfers-Out					-				-
<b>Net Change in Revenues over Expenditures</b>					<b>\$ -</b>				<b>\$ -</b>

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>FIXED ASSET REPLACEMENT FUND (182)</b>									
5985	(TEXP)	Transfer-out to General Fund	\$ 57,500	\$ 57,500	\$ -	\$ -	\$ 30,000	\$ 30,000	Correction of accounting for the Curtis Theatre Decision Package that was approved at budget adoption for FY 2025-27.
4542	(EXP)	Theatre	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ (30,000)	
<b>Change in Expenditures and Transfers-Out</b>					\$ -				\$ -
<b>GAS TAX FUND (220)</b>									
3411	(REV)	Interest Earnings	\$ 8,600	\$ 10,749	\$ 2,149	\$ 1,100	\$ 1,100	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 1,700	\$ 3,849	\$ 2,149	\$ 130	\$ 130	\$ -	
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ -
<b>ROAD MAINTENANCE &amp; REPAIR TAX FUND (221)</b>									
3411	(REV)	Interest Earnings	\$ 51,640	\$ 59,418	\$ 7,778	\$ 25,500	\$ 25,500	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 2,000	\$ 9,778	\$ 7,778	\$ 2,020	\$ 2,020	\$ -	
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ -
<b>AIR QUALITY IMPROVEMENT FEES FUND (240)</b>									
1424	(EXP)	Treasury	\$ 500	\$ 601	\$ 101	\$ 20	\$ 20	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund.
<b>Change in Fund Expenditures</b>					\$ 101				\$ -
<b>PARK DEVELOPMENT FUND (250)</b>									
3411	(REV)	Interest Earnings	\$ 6,700	\$ 9,262	\$ 2,562	\$ 7,900	\$ 7,900	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 2,700	\$ 5,262	\$ 2,562	\$ 680	\$ 680	\$ -	
4422	(EXP)	Aquatics	\$ -	\$ -	\$ -	\$ -	\$ 162,445	\$ 162,445	For FY 2025-26, emergency replastering of the large pool at the Brea Plunge.
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ 162,445

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>AFFORDABLE HOUSING TRUST FUND (270)</b>									
3411	(REV)	Interest Earnings	\$ 73,200	\$ 94,340	\$ 21,140	\$ 67,800	\$ 67,800	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 3,600	\$ 24,740	\$ 21,140	\$ 12,350	\$ 12,350	\$ -	
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ -

<b>HOUSING SUCCESSOR FUND (280)</b>									
3215	(EXP)	Housing	\$ 2,794,528	\$ 3,102,663	\$ 308,135	\$ 306,257	\$ 306,257	\$ -	For FY 2024-25, City's share of operating costs of the North Orange County Service Planning Area Navigation Center was more than projected. In addition unanticipated program legal costs and feasibility analysis costs for a Permanent Supportive Housing Project.
3753	(REV)	Loan Repayments	\$ -	\$ 78,000	\$ 78,000	\$ 100,000	\$ 100,000	\$ -	For FY 2024-25, loan repayments more than initially assumed.
3411	(REV)	Interest Earnings	\$ 86,000	\$ 148,691	\$ 62,691	\$ 34,212	\$ 34,212	\$ -	For FY 2024-25, increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 6,200	\$ 12,637	\$ 6,437	\$ 4,260	\$ 4,260	\$ -	
<b>Change in Fund Revenues</b>					\$ 140,691				\$ -
Change in Transfers-In					-				-
<b>Change in Fund Expenditures</b>					\$ 314,572				\$ -
Change in Transfers-Out					-				-
<b>Net Change in Revenues over Expenditures</b>					\$ (173,881)				\$ -

<b>LANDSCAPE &amp; LIGHTING MAINTENANCE DISTRICT NO. 1 (341)</b>									
5112	(EXP)	Maintenance District No. 1	\$ 60,419	\$ 69,329	\$ 8,910	\$ 63,393	\$ 63,393	\$ -	For FY 2024-25, water usage was higher than anticipated in comparison to prior year which had a relatively drier winter.
<b>Change in Fund Expenditures</b>					\$ 8,910				\$ -

<b>LIGHTING MAINTENANCE DISTRICT NO. 4 (344)</b>									
5112	(EXP)	Maintenance District No. 4	\$ 5,190	\$ 5,826	\$ 636	\$ 5,560	\$ 5,560	\$ -	For FY 2024-25, street light repairs at various locations was higher than initially budgeted.
<b>Change in Fund Expenditures</b>					\$ 636				\$ -

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>COMMUNITY FACILITIES DISTRICT NO. 2011-01 (361)</b>									
2221	(EXP)	Fire Operations	\$ 230,836	\$ 287,863	\$ 57,027	\$ 287,002	\$ 287,002	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.) and salaries and benefits being more than initially assumed.
2222	(EXP)	Paramedic Services	\$ 131,285	\$ 153,390	\$ 22,105	\$ 146,231	\$ 146,231	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.)
<b>Change in Fund Expenditures</b>			<b>\$ 79,132</b>			<b>\$ -</b>			

<b>COMMUNITY FACILITIES DISTRICT NO. 2013-01 (362)</b>									
2221	(EXP)	Fire Operations	\$ 17,074	\$ 21,329	\$ 4,255	\$ 20,088	\$ 20,088	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.) and salaries and benefits being more than initially assumed.
2222	(EXP)	Paramedic Services	\$ 8,386	\$ 9,368	\$ 982	\$ 9,552	\$ 9,552	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.)
2131	(EXP)	Patrol	\$ 11,567	\$ 12,490	\$ 923	\$ 13,415	\$ 13,415	\$ -	For FY 2024-25 salaries being more than initially assumed.
<b>Change in Fund Expenditures</b>			<b>\$ 6,160</b>			<b>\$ -</b>			

<b>COMMUNITY FACILITIES DISTRICT NO. 2013-02 (363)</b>									
2221	(EXP)	Fire Operations	\$ 38,861	\$ 50,232	\$ 11,371	\$ 48,518	\$ 48,518	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.) and salaries and benefits being more than initially assumed.
2222	(EXP)	Paramedic Services	\$ 22,150	\$ 25,834	\$ 3,684	\$ 24,727	\$ 24,727	\$ -	FY 2024-25 increase in overtime costs due to shift coverage of fire operation staff on leave (vacation, sick, etc.)
2131	(EXP)	Patrol	\$ 31,974	\$ 33,947	\$ 1,973	\$ 37,083	\$ 37,083	\$ -	For FY 2024-25 salaries and benefits being more than initially assumed.
<b>Change in Fund Expenditures</b>			<b>\$ 17,028</b>			<b>\$ -</b>			

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>URBAN RUNOFF FUND (410)</b>									
3629	(REV)	Urban Runoff Fees	\$ 514,900	\$ 546,462	\$ 31,562	\$ 592,800	\$ 592,800	\$ -	Increase in urban runoff fee revenues more than initially budgeted for FY 2024-25.
5124	(EXP)	Storm Drain Maintenance	\$ 183,106	\$ 214,668	\$ 31,562	\$ 207,274	\$ 207,274	\$ -	For FY 2024-25, increase in expenditures is a result of staff coding their time on urban runoff related activities more than initially assumed.
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ -
<b>SEWER FUND (430)</b>									
5985	(TEXP)	Transfer-out to CIP	\$ 3,590,389	\$ 3,590,389	\$ -	\$ 1,080,000	\$ 394,784	\$ (685,216)	De-obligate funding from the Sewer Fund (430) because the sewer related scope of the project was completed for CIP 7326 Walnut Way Street Improvements.. Realized project cost savings by performing maintenance with internal staff.
<b>Change in Transfers-Out</b>					\$ -				\$ (685,216)
<b>SANITATION AND STREET SWEEPING FUND (440)</b>									
3985	(TREV)	Transfer-in from the General Fund (110)	\$ 101,324	\$ -	\$ (101,324)	\$ -	\$ -	\$ -	Reduction in transfer-in revenue to support program expenditures for FY 2024-25.
<b>Change in Transfer-In</b>					\$ (101,324)				\$ -
<b>GOLF COURSE FUND (465)</b>									
363G	(REV)	Golf Course	\$ 3,893,760	\$ 4,183,225	\$ 289,465	\$ 4,049,510	\$ 4,049,510	\$ -	Golf Course revenues came in higher than assumed for FY 2024-25.
5149	(EXP)	Golf Course	\$ 3,755,207	\$ 4,044,672	\$ 289,465	\$ 4,149,352	\$ 4,149,352	\$ -	For FY 2024-25, there was additional tree planting and tree trimming work at the Golf Courses. Water usage was also higher than anticipated in comparison to prior year which had a relatively drier winter.
<b>Net Change in Revenues over Expenditures</b>					\$ -				\$ -
<b>RISK MANAGEMENT FUND (470)</b>									
1483	(EXP)	Risk Management	\$ 4,222,957	\$ 4,440,088	\$ 217,131	\$ 4,960,169	\$ 4,960,169	\$ -	Unanticipated increases in General Liability claims paid for FY 2024-25.
<b>Change in Fund Expenditures</b>					\$ 217,131				\$ -

			Fiscal Year 2024-25			Fiscal Year 2025-26			Description
			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	
<b>BUILDING OCCUPANCY FUND (490)</b>									
5151	(EXP)	Building Maintenance	\$ 2,874,141	\$ 3,103,525	\$ 229,384	\$ 3,071,585	\$ 3,332,858	\$ 261,273	For FY 2024-25, unanticipated emergency repair related to replacing and installing a new compressor at the Civic Center and replacing a HVAC unit in the Community Center Art Studio. For FY 2025-26, unanticipated emergency repair of Civic Center boiler and repair of hydraulic power unit at the executive elevator. In addition, unanticipated increases in electricity costs more than initially budgeted. For FY 2025-26, assumes a 5% increase in electricity costs. Operational Reserves recommended to fund unanticipated increases.
<b>Change in Fund Expenditures</b>			\$ 229,384			\$ 261,273			
<b>TRAFFIC IMPACT FEES FUND (540)</b>									
5985	(TEXP)	Transfer-Out to CIP	\$ 3,620,524	\$ 3,620,524	\$ -	\$ 495,000	\$ 595,000	\$ 100,000	For FY 2025-26, Additional funding recommended to fund alternative exploration and staff time associated to Project 7306 Imperial/SR-57 Interchange Improvement Project
3411	(REV)	Interest Earnings	\$ 29,490	\$ 40,031	\$ 10,541	\$ 35,000	\$ 35,000	\$ -	For FY 2024-25, Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 5,100	\$ 12,491	\$ 7,391	\$ 3,260	\$ 3,260	\$ -	
1414	(EXP)	Budget	\$ 16,508	\$ 19,658	\$ 3,150	\$ 17,646	\$ 17,646	\$ -	Increase in salary and benefit costs for FY 2024-25.
<b>Change in Fund Revenues</b>			\$ 10,541			\$ -			
Change in Transfers-In			-			-			
<b>Change in Fund Expenditures</b>			\$ 10,541			\$ -			
Change in Transfers-Out			-			100,000			
<b>Net Change in Revenues over Expenditures</b>			\$ -			\$ (100,000)			
<b>STORM DRAIN CONSTRUCTION FUND (550)</b>									
3411	(REV)	Interest Earnings	\$ 7,000	\$ 7,503	\$ 503	\$ 7,000	\$ 7,000	\$ -	For FY 2024-25, Increase in investment management fees that are proportionally distributed to each applicable fund. Offset by increase in interest earnings.
1424	(EXP)	Treasury	\$ 400	\$ 903	\$ 503	\$ 620	\$ 620	\$ -	
<b>Net Change in Revenues over Expenditures</b>			\$ -			\$ -			
<b>Total Change in Fund Revenues</b>			\$ (1,061,619)			\$ 532,169			
Total Change in Transfers-In			(219,628)			30,000			
<b>Total Change in Fund Expenditures</b>			\$ (363,296)			\$ 634,809			
Total Change in Transfers-Out			(182,040)			(555,216)			
<b>Net Change in Revenues over Expenditures</b>			\$ (735,911)			\$ 482,576			

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
AMENDING FISCAL YEAR 2024-25 AND FISCAL YEAR 2025-26 OF  
THE CAPITAL IMPROVEMENT PROGRAM BUDGET**

**A. RESOLUTION:**

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2024-25 and 2025-26 of the Capital Improvement Program Budget, Resolution 2023-041 and Resolution No. 2025-047, as heretofore amended, be further amended as set forth in CIP - Exhibit A, attached.

**APPROVED AND ADOPTED** this 2nd day of December, 2025.

\_\_\_\_\_  
Mayor

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

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 2<sup>nd</sup> day of December, 2025, by the following vote:

AYES:            COUNCIL MEMBERS:

NOES:            COUNCIL MEMBERS:

ABSENT:        COUNCIL MEMBERS:

ABSTAIN:       COUNCIL MEMBERS:

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

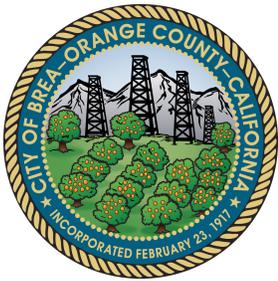
\_\_\_\_\_  
City Clerk

City of Brea

**BUDGET ADJUSTMENTS**  
**CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET**

December 2, 2025

Account	Fiscal Year 2024-25			Fiscal Year 2025-26			Description	
	Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required		
<b>CAPITAL IMPROVEMENT PROGRAM FUND (510)</b>								
510909220 3985 (TREV)	Transfer-In from Gas Tax (220)	\$ 2,355,301	\$ 2,355,301	\$ -	\$ 2,456,563	\$ 2,456,563	\$ -	Project 7476 was completed under budget and recommended to be transferred to Project 7251 to fund initial design work.
510707476 4098 (EXP)	Associated Road Loop Line Improvements	\$ 2,423,225	\$ 2,423,225	\$ -	\$ 170,893	\$ 22,893	\$ (148,000)	
510707251 4098 (EXP)	57 FWY Northbound On-Ramp at Lambert Improvements	\$ 7,171,562	\$ 7,171,562	\$ -	\$ 6,182,864	\$ 6,330,864	\$ 148,000	
510909260 3985 (TREV)	Transfer-In from Measure M Fund (260)	\$ 1,452,347	\$ 1,452,347	\$ -	\$ 3,153,963	\$ 3,153,963	\$ -	Transfer Measure M Funds (260) to CIP 7333 Flower Ave Street Improvements to fund initial project management and outreach costs.
510707329 4098 (EXP)	Birch Street Improvements Associated to Valencia	\$ 4,404,536	\$ 4,404,536	\$ -	\$ 4,404,536	\$ 4,374,536	\$ (30,000)	
510707333 4098 (EXP)	Flower Avenue Cul-de-sac Improvements	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	Transfer funds from CIP 7329 Birch Street Improvements to fund initial project management and outreach costs.
510909420 3985 (TREV)	Transfer-In from Water Fund (420)	\$ 5,954,981	\$ 5,954,981	\$ -	\$ 6,463,149	\$ 6,463,149	\$ -	Project 7476 was completed under budget and recommended to be transferred to Project 7442 to fund water improvements along Palm Street paving improvements.
510707476 4098 (EXP)	Associated Road Loop Line Improvements	\$ 2,423,225	\$ 2,423,225	\$ -	\$ 170,893	\$ 148,893	\$ (22,000)	
510707442 4098 (EXP)	Water Improvements	\$ 284,426	\$ 284,426	\$ -	\$ 277,521	\$ 299,521	\$ 22,000	
510909430 3985 (TREV)	Transfer-In from Sewer Fund (430)	\$ 3,590,389	\$ 3,590,389	\$ -	\$ 4,184,591	\$ 3,499,375	\$ (685,216)	Reduction in Transfers-In from project cost savings.
510707326 4098 (EXP)	Walnut Way Street Improvements	\$ 345,355	\$ 345,355	\$ -	\$ 744,392	\$ 59,176	\$ (685,216)	De-obligate funding because the sewer related scope of the project was completed. Realized project cost savings by performing maintenance with internal staff.
510909540 3985 (TREV)	Transfer-In from Traffic Impact Fees Fund (540)	\$ 3,620,524	\$ 3,620,524	\$ -	\$ 3,437,394	\$ 3,537,394	\$ 100,000	Additional \$100,000 funding requested from the Traffic Impact Fees Fund (540) to fund additional alternative exploration and staff time associated with the project.
510707306 4098 (EXP)	Imperial/SR 57 Interchange	\$ 1,380,036	\$ 1,380,036	\$ -	\$ 870,229	\$ 970,229	\$ 100,000	
<b>Change in Fund Revenues</b>				\$ -				\$ -
Change in Transfers-In				-				(585,216)
<b>Change in Fund Expenditures</b>				-				(585,216)
Change in Transfers-Out				-				-
<b>Net Change in Revenues over Expenditures</b>				\$ -				\$ -



# CITY of BREA

City Council Regular Meeting  
 Communication  
 December 2, 2025  
 Item No. 6E.

## Distinguished Brea Athletes Program Policy

TO	PREPARED BY
Honorable Mayor and City Council Members	Sean L. Matlock, Deputy Director of Community Services
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Carrie Hernandez, Director of Community Services	Kristin Griffith, City Manager

### RECOMMENDATION

Staff recommends the City Council take the following actions:

1. Approve and adopt the revised changes to the *City of Brea Distinguished Brea Athletes Program Policy*.

### BACKGROUND/DISCUSSION

In 2008, former Mayor Don Schweitzer expressed interest in honoring Brea athletes whose sporting accomplishments reached the pinnacle of their field of expertise and whose performance has been of state, national, and/or international importance. Because of this interest, the Parks, Recreation and Human Services Commission worked with staff to develop a uniform policy and criteria for the selection of Brea sons and daughters to be recognized as *Distinguished Brea Athletes* at the Brea Sports Park.

The policy intent was to produce a fair, objective and consistent process for the selection of individuals recognized as Distinguished Brea Athletes for inclusion on a permanent display at the Brea Sports Park. After discussing the policy with the City Council during the Study Session on November 18, 2025, a few modifications were made to the policy which are included for consideration tonight.

Nominations for recognition will be accepted by the City at any time with the deadline of each period to be during the month of October of every fourth even year starting in 2026. If nominations are submitted, a Selection Committee will be the first level of review of nominated individuals. The Selection Committee will consist of two members from the Brea Historical Society and two members from each of the following City Commissions: The Cultural Arts Commission, the Parks, Recreation and Human Services Commission, and the Planning Commission. In addition, the Mayor shall appoint one member from the City Council to serve on the Selection Committee. The process of nominating a candidate for consideration will require the person and/or organization making the nomination to substantiate their reasons and provide verifiable documentation which supports their recommendation, as well as assume the responsibility to fund and/or replace the plaque honoring the nominee. Each person and/or organization will be limited to one nomination per year. The selection of persons to be honored will be completed in time to be confirmed by Resolution of the City Council no later than the second regularly scheduled City Council meeting in April of each year following a nomination period.

The inaugural seven athletes were honored with a 24" x 18" bronze bust view wall plaque in 2010, which are mounted on the back wall of the bleachers at field number three at the Brea Sports Park. The initial plaques for this program were paid for out of funding for the Sports Park construction. The policy states that subsequent plaques and the ongoing maintenance thereafter will be paid by the person and/or organization making the nomination. Staff will continue to research an alternate material for the plaques, which would be more cost effective and also reduce the potential theft of the bronze, which has been an ongoing challenge in our community.

Since 2009, the City has not received any nominations of athletes to be recognized. In October 2025, a nomination form was received which falls within the current parameters of the policy. Staff will work to continue to follow the timeline based on the policy, and bring the recommendation of the Selection Committee back to the City Council in spring 2026. In addition, staff will make efforts to educate the community about this program.

### **FISCAL IMPACT/SUMMARY**

Staff will be involved with establishing the Selection Committee, but the current policy has little resource impacts. The majority of staff work, including but not limited to, scheduling and convening the meetings, taking and preparation of minutes, and the preparation of the report with recommendations, shall be the responsibility of the Brea Historical Society. The responsibility to fund the plaque honoring the nominee(s) falls with the person and/or organization making the nomination. Finally, staff would be involved with planning a small ceremony at the Sports Park to honor the Distinguished Brea Athlete(s).

### **Attachments**

[DISTINGUISHED BREA ATHLETES Policy - December 2025.pdf](#)

# **CITY OF BREA DISTINGUISHED BREA ATHLETES PROGRAM POLICY**

## **POLICY STATEMENT**

The purpose of this policy is to ensure that persons recognized as Distinguished Brea Athletes have reached the pinnacle of their field of expertise and whose performance has been of state, national, and/or global importance.

This policy establishes uniform procedures for the selection of individuals to be recognized as Distinguished Brea Athletes. The policy also establishes criteria that will guide members of a Selection Committee in recommending names for approval by the Council in a fair, objective and consistent manner.

## **PROCEDURE FOR NOMINATING AND SELECTING INDIVIDUALS TO BE HONORED**

### A. Responsibility of the City Manager's Office

Implementation of this policy is the responsibility of the City Manager's Office.

1. Requests concerning a person to be recognized as a Distinguished Brea Athlete shall be made in writing to the City Manager's office on an approved nomination form.
  - a. In some instances, it may be appropriate to actively solicit suggestions and, in those cases, the City Manager should specify a time frame for submissions and method of notification.
  - b. All submittals, whether from an individual or an organization, must include the name and address of the submitter. No anonymous submittals will be accepted.
  - c. All suggestions will be given the same consideration without regard to the nomination source.
2. The City Manager and/or designee is responsible for conveying the nomination forms to the Brea Historical Society and presenting the recommendations from the Selection Committee to the City Council.

### B. Criteria

The selection criterion for inclusion in the Distinguished Brea Athletes Program involves meeting most, if not all, of the following:

1. The candidate shall have lived in Brea while attending a private or public elementary and/or secondary school for a minimum of two years;
2. The candidate must have clearly demonstrated exceptional athletic achievements of state, national, and/or international importance;

3. The candidate must have professional experience in their field of endeavor, or have participated in International Olympic and/or World competition;
4. The candidate is the recipient of major state, national and/or international awards, medals, honors, and/or recognition;
5. The candidate has been a positive role model;
6. The candidate has been listed in reliable reputable national references or publications;
7. Junior titles and/or High School performances shall not be considered.
8. Candidate's eligibility shall begin five years after his or her retirement from active participation in their respective sport of recognition.

C. Responsibility of the Selection Committee

1. The Selection Committee shall consist of one City Council member appointed by the Mayor, two members from the Brea Historical Society, and two members from each of the following Commissions:
  - a. The Cultural Arts Commission
  - b. The Parks, Recreation and Human Services Commission
  - c. The Planning Commission
2. The City Manager's Office will convey the nomination forms to the Brea Historical Society during the month of November if nomination(s) were received during the month of October.
3. The Selection Committee will consider the criteria in Section B above and the written supporting documentation only. Any information that is submitted after the October 31 closing date will not be considered, until the next nomination period.
4. The Selection Committee will form a recommendation to the City Council. If approved, staff will prepare a transmittal and resolution for consideration and approval by the Council. The transmittal shall include a narrative citing the notable achievements and contributions of the individual and a copy of the application form.

D. Nominations

1. Either individuals and/or organizations may nominate candidates for consideration;
2. Each person and/or organization may only nominate one candidate per authorized nomination year;
3. Nominations may be submitted to the City Manager's office by October 31 of

---

every fourth year, beginning in 2026;

4. Nominations shall be submitted using the City approved application and must include documentation that supports the recommendation (see criteria).
5. Each person and/or organization shall assume the full responsibility to fund and maintain and/or replace if necessary the bronze plaque honoring the nominee should their nominee be selected by the Selection Committee.

E. Council Action

1. The recommendation(s) received from the Selection Committee shall be placed on the Council agenda no later than the second regularly scheduled Council meeting in the April following October 31 of the nomination year for final approval.
2. Action by the City Council shall be taken by Council Resolution.

*NOTE: Questions and/or clarification of this policy should be directed to the City Manager's Office.*



**Application for Nomination to the Distinguished Brea Athletes Program**  
City of Brea  
1 Civic Center Circle, Brea, CA 92821  
Attention: City Manager's Office

Please review the criteria below before submitting an application to nominate an individual for the Distinguished Brea Athletes Program. Applications that are incomplete or do not meet the criteria will be rejected.

Criteria

The selection criterion for inclusion in the Distinguished Brea Athletes Program involves meeting most, if not all, of the following:

1. The candidate shall have lived in Brea while attending a private or public elementary and/or secondary school for a minimum of two years;
2. The candidate must have clearly demonstrated exceptional athletic achievements of state, national, and/or international importance;
3. The candidate must have professional experience in their field of endeavor, or participated in International Olympic and or/World competition;
4. The candidate is the recipient of major state, national and/or international awards, medals, honors, and/or recognition;
5. The candidate has been a positive role model;
6. The candidate has been listed in reliable reputable national references or publications;
7. Junior titles and/or High School performances shall not be considered.
8. Candidate's eligibility shall begin five years after his or her retirement from active participation in his/her respective sport of recognition.

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

Nominated Individual: \_\_\_\_\_

Nominating Individual/Organization: \_\_\_\_\_

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

Address: \_\_\_\_\_

Preferred contact phone No.: \_\_\_\_\_ E-mail \_\_\_\_\_

Background of nominee: \_\_\_\_\_

Reason you believe this individual should be inducted into the Distinguished Brea Athletes Program (attach additional pages if required): \_\_\_\_\_

Please include all supporting documentation including the documentation required within the criteria. Each person and/or organization shall assume full responsibility to fund, maintain, and/or replace the bronze plaque honoring the nominee.

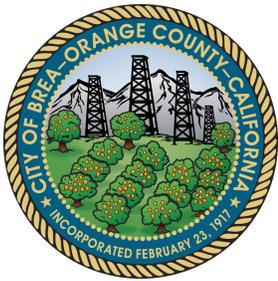
If you have questions regarding the nomination process, please contact the City Manager's Office at (714) 990-7710.

**SUBMIT COMPLETED APPLICATION BY OCTOBER 31 TO:**  
City Manager's Office, 1 Civic Center Circle, Brea, CA 92821

Date Received by the City Manager: \_\_\_\_\_

Submitted to Selection Committee: \_\_\_\_\_

Date scheduled for review by Committee: \_\_\_\_\_



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 6F.**

**Acceptance of Waterline Improvements at the Intersection of Birch Street and Kraemer Boulevard, CIP No. 7329**

TO	PREPARED BY
Honorable Mayor and City Council 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 City Council take the following action:

1. Accept project as complete and authorize City Clerk to file and record Notice of Completion;
2. Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department; and
3. Accept the Warranty Bond

**BACKGROUND/DISCUSSION**

On December 3, 2024, the City Council awarded a Construction Contract ("Contract") to Stephen Doreck Equipment Rentals, Inc. ("Stephen Doreck") for \$618,445.00, with a 10% construction contingency, for a total approved construction budget of \$680,289.50 for the Waterline Improvements at the Intersection of Birch Street and Kraemer Boulevard, CIP No. 7329 ("Project") (Attachment A). The Project includes installing approximately 290 linear feet of 12" steel high-pressure water main fittings, appurtenances and tie-ins; removing and replacing a pressure-regulating station; and abandoning the existing 12" high-pressure water main.

A Notice-to-Proceed for construction had a start date of January 29, 2025, and on September 24, 2025, the Project was substantially complete. On October 21, 2025, Stephen Doreck signed the Notice of Acceptance for final payment and submitted all required Contract close-out documents. During construction, there were two (2) change orders, including extra work associated with changes to the piping alignment, excavation through slurry backfill, removal of existing pipe fittings, and an additional cost for a fire hydrant extension. The change orders also included bid quantity adjustments and a credit for the paving work that was deducted from the Project and constructed as part of the Birch Street Phase 1A Street Improvements project. Stephen Doreck completed the Project and fulfilled the City's obligations under the subject Contract. Furthermore, Stephen Doreck provided a 100% Warranty Bond of the final Contract amount to guarantee the work for one (1) year from the date of the Notice of Completion, which the County of Orange will record. See Attachment C for the Warranty Bond for reference.

**COMMISSION/COMMITTEE RECOMMENDATION**

This staff report was reviewed by the Finance Committee at their November 25, 2025, meeting and recommended for City Council approval.

**FISCAL IMPACT/SUMMARY**

The final contract price totaled \$668,794.65 or approximately 8.1% over the original contract amount. The following is a summary of the final Construction Contract cost:

Original Construction Contract Amount	\$618,445.00
Approved Change Orders including Bid Quantity Adjustments	<u>+\$50,349.65</u>
Final Construction Contract Amount	\$668,794.65
Approved Construction Budget with 10% Contingency	<u>\$680,289.50</u>
Remaining Construction Budget	\$11,494.85

As shown in the table, the final Contract amount for the Project is \$668,794.65, which is \$11,494.85 less than the approved Construction Contract budget. The source of funds for this Project is from RMRA Fund (Fund 221) and Water Fund (Fund 420). Therefore, there is no impact to the General Fund.

Stephen Doreck completed the Waterline Improvements Project at the intersection of Birch Street and Kraemer Boulevard and fulfilled its obligations to the City under the subject Contract. Therefore, staff recommends that City Council consider accepting the Project as complete, authorizing the City Clerk to file the Notice of Completion for recordation by the County of Orange (Attachment B), and accepting the Warranty Bond (Attachment C). Additionally, City staff recommends City Council authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and to release the Payment Bond upon further notification from the Public Works Department.

**Attachments**

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

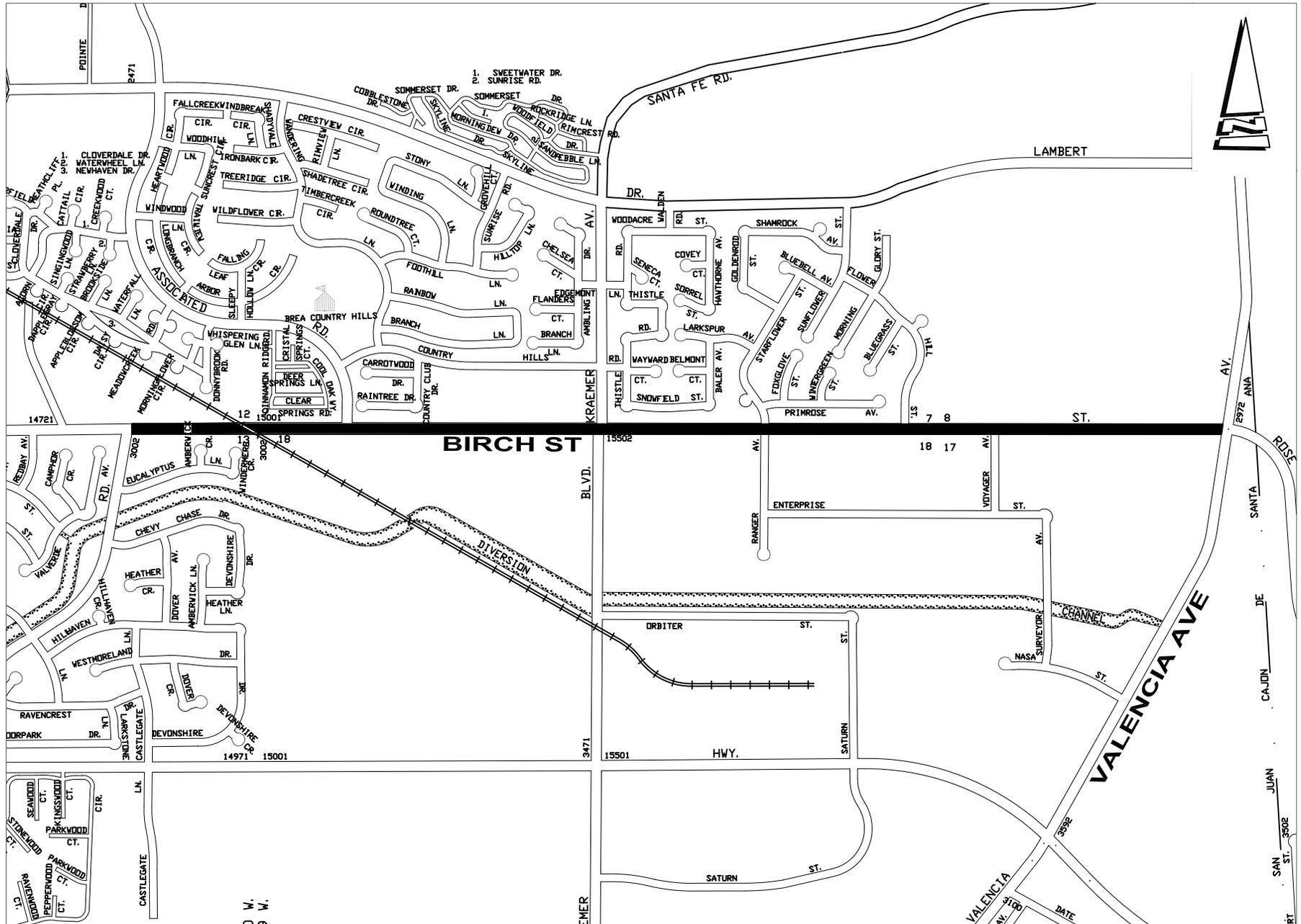
[Attachment B - Notice of Completion.pdf](#)

[Attachment C - Warranty Bond.pdf](#)

# PROJECT 7329

## STREET IMPROVEMENTS -

### BIRCH STREET IMPROVEMENTS S. ASSOCIATED TO VALENCIA



**VICINITY MAP**  
NOT TO SCALE

<p style="text-align: center;"><b>RECORDING REQUESTED BY</b></p> <p style="text-align: center;">AND WHEN RECORDED MAIL TO</p> <p>Name    <b>City of Brea</b></p> <p>Street Address   <b>1 Civic Center Circle</b></p> <p>City &amp; State    <b>Brea, CA 92821</b></p> <p>Zip</p>	
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Free recording requested per Government Code Section 27383. **SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**Victoria Popescu, City Clerk, City of Brea**

**Notice of Completion**

**NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Brea (NAME)
3. The full address of the undersigned is 1 Civic Center Circle  
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

4. The nature of the title or the undersigned is Owner-In-Fee
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses

6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names	Addresses

7. A work of improvement on the property hereinafter described was completed pursuant to Civil Code § 9200(a) through acceptance by City Council on **December 2, 2025**.
8. The name of the original contractor, if any, for the work of improvement was **Stephen Doreck Equipment Rentals, Inc.** (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was: **Waterline Improvements**
9. The property on which the work of improvement was completed is in the City of **Brea**, County of **Orange**, State of California, and is described as follows: **Birch Street Waterline Improvements, CIP 7329**.
10. The street address of the said property is: **Birch Street and Kraemer Blvd.**

Dated: 12/2/2025.

  
 \_\_\_\_\_ (SIGNATURE)  
 Ryan Chapman, P.E., City Engineer (TYPED NAME)

**VERIFICATION**

I, the undersigned, say:  
 I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at **Brea**, California, this 2nd day of December 2025.

  
 \_\_\_\_\_ (SIGNATURE)  
 Ryan Chapman, P.E., City Engineer (TYPED NAME)

## WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

Stephen Doreck Equipment Rentals, Inc.

("Principal"), a contract ("Contract") for the work described as follows:  
Water Line Improvements at the Intersection of Birch Street and Kraemer Boulevard, CIP 7329

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 Swiss Re Corporate Solutions America Insurance Corporation  
1450 American Lane, Suite 1100, Schaumburg, IL 60173 (847) 273-1251

(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

Six Hundred Sixty-Eight Thousand Seven Hundred Ninety-Four and 65/100 **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.  
\*\$668,794.65

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: November 5, 2025

“Principal”

“Surety”

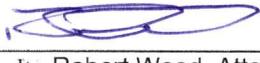
Stephen Doreck Equipment Rentals, Inc.

Swiss Re Corporate Solutions America Insurance Corporation

9075 Telegraph Road, Pico Rivera, CA 90660

1450 American Lane, Suite 1100, Schaumburg, IL 60173

By: 

By: 

Its

*Pablo Viramontes  
Vice President*

Its Robert Wood, Attorney-in-Fact

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

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

Its

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.

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Los Angeles }  
On 11/7/2025 before me, Cathy Nevarez (Notary Public)  
*Date Here Insert Name and Title of the Officer*  
personally appeared Pablo Viramontes  
*Name(s) of Signer(s)*

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Signature]  
*Signature of Notary Public*

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# ACKNOWLEDGMENT

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

State of California  
County of Orange

On November 5, 2025 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, SHAUNNA ROZELLE OSTROM, FRANK MORONES, BEN STONG, R. NAPPI
MICHAEL D. STONG, CHELSEA LIBERATORE, ADRIAN LANGRELL, BENJAMIN WOLFE, MAGDALENA R. WOLFE, and ROBERT WOOD
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing-Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 2025.

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

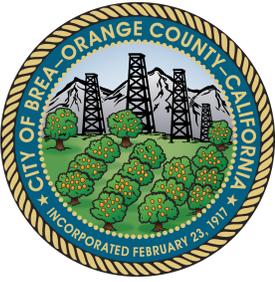


[Signature]
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of November, 2025.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 6G.**

**Acceptance of Birch Street Phase 1A Street Improvements, CIP No. 7329**

TO	PREPARED BY
Honorable Mayor and City Council 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 City Council take the following actions:

1. Accept project as complete and authorize City Clerk to file and record Notice of Completion;
2. Authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department; and
3. Accept the Warranty Bond.

**BACKGROUND/DISCUSSION**

On May 6, 2025, the City Council awarded a Construction Contract (Contract) to All American Asphalt for \$2,349,866.00, with a 10% construction contingency, for a total approved construction budget of \$2,584,852.60 for the Birch Street Phase 1A Street Improvements, CIP No. 7329 (Project). Work included removal and replacement of asphalt pavement, traffic loops, curb access ramps, median curbs, and striping along Birch St., from Kraemer Blvd. to Valencia Ave (Attachment A).

A Notice to Proceed for construction has a start date of June 23, 2025, and on September 29, 2025, the Project was substantially complete. On November 12, 2025, All American Asphalt signed the Notice of Acceptance for final payment and submitted all required Contract close-out documents. During construction, there was one Change Order for bid quantity adjustments. The Project completed the street improvements along Birch Street between Kraemer Blvd. and Valencia Ave. All American Asphalt completed the Project and fulfilled its obligations to the City under the subject Contract. Furthermore, All American Asphalt provided a 100% Warranty Bond of the final Contract amount to guarantee the work for one year after the date of the Notice of Completion, which the County of Orange will record (Attachment C).

**COMMISSION/COMMITTEE RECOMMENDATION**

This staff report was reviewed by Finance Committee at their November 25, 2025, meeting and recommended for City Council approval.

**FISCAL IMPACT/SUMMARY**

The final Contract price totaled \$2,332,483.84 or approximately 0.7% under the Contract amount. The following is a summary of the final Construction Contract cost:

Original Construction Contract Amount	\$2,349,866.00
Approved Change Orders including Bid Quantity Adjustments	<u>-\$17,382.16</u>
Final Construction Contract Amount	\$2,332,483.84
Approved Construction Budget with 10% Contingency	<u>\$2,584,852.60</u>
Remaining Construction Budget	\$252,368.76

As shown in the table above, the final Contract amount for the Project is \$2,332,483.84, which is \$252,368.76 less than the approved Construction Contract budget. The Project is funded through RMRA (Fund 221) and Measure M (Fund 260), resulting in no fiscal impact to the General Fund.

All American Asphalt has completed the Project to improve the street along Birch Street between Kraemer Blvd. and Valencia Ave. Therefore, City staff recommends that City Council consider accepting the Project as complete, authorizing the City Clerk to file the Notice of Completion for recordation by the County of Orange (Attachment B), and accepting the Warranty Bond (Attachment C). Additionally, City staff recommends City Council to authorize the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and to release the Payment Bond upon further notification from the Public Works Department.

### **Attachments**

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

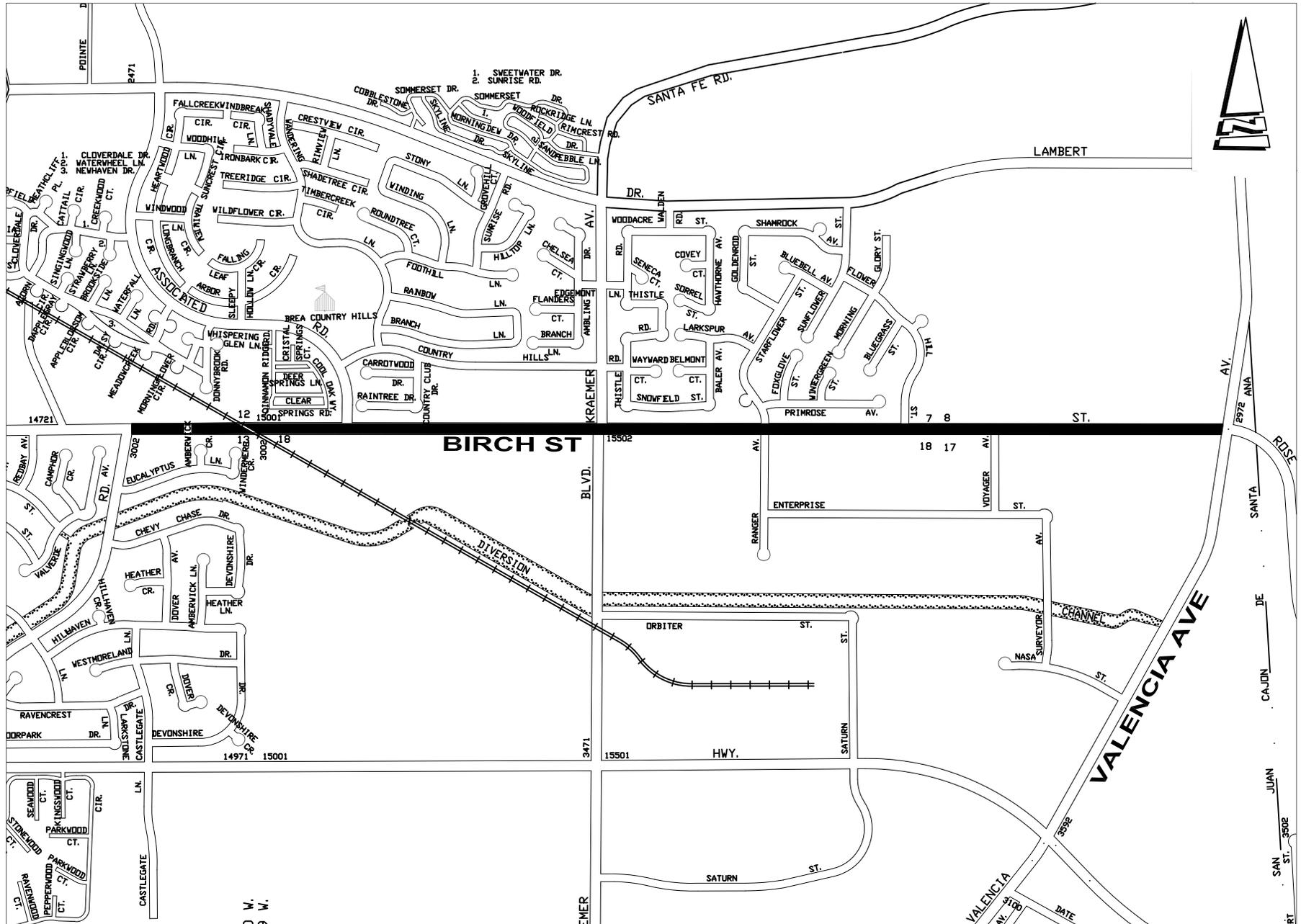
[Attachment B - Notice of Completion.pdf](#)

[Attachment C - Warranty Bond.pdf](#)

# PROJECT 7329

## STREET IMPROVEMENTS -

### BIRCH STREET IMPROVEMENTS S. ASSOCIATED TO VALENCIA



**VICINITY MAP**  
NOT TO SCALE

**RECORDING REQUESTED BY**

AND WHEN RECORDED MAIL TO

Name **City of Brea**  
Street  
Address **1 Civic Center Circle**  
City &  
State **Brea, CA 92821**  
Zip

Free recording requested per Government Code Section 27383.

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

**Victoria Popescu, City Clerk, City of Brea**

**Notice of Completion**

**NOTICE IS HEREBY GIVEN THAT:**

- 1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- 2. The full name of the undersigned is City of Brea (NAME)
- 3. The full address of the undersigned is 1 Civic Center Circle  
Brea, CA 92821

(NUMBER AND STREET, CITY, STATE, ZIP)

- 4. The nature of the title or the undersigned is Owner-In-Fee
- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

\_\_\_\_\_

\_\_\_\_\_

- 6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

\_\_\_\_\_

\_\_\_\_\_

- 7. A work of improvement on the property hereinafter described was completed pursuant to Civil Code § 9200(a) through acceptance by City Council on December 2, 2025.
- 8. The name of the original contractor, if any, for the work of improvement was All American Asphalt. (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was: Street Improvements
- 9. The property on which the work of improvement was completed is in the City of Brea, County of Orange, State of California, and is described as follows: Birch Street Phase 1A Street Improvements, CIP 7329.
- 10. The street address of the said property is: Birch Street from Kraemer Blvd. to Valencia Ave.

Dated: 12/2/2025.

 (SIGNATURE)  
Ryan Chapman, P.E., City Engineer (TYPED NAME)

**VERIFICATION**

I, the undersigned, say:  
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Brea, California, this 2nd day of December 2025.

 (SIGNATURE)  
Ryan Chapman, P.E., City Engineer (TYPED NAME)

# WARRANTY BOND

Bond No. 7673742  
Premium is included in the performance bond  
Executed in: 2 Counterparts

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

All American Asphalt

("Principal"), a contract ("Contract") for the work described as follows:

BIRCH STREET PHASE 1A STREET IMPROVEMENTS FROM N. KRAEMER\*

\*BOULEVARD TO VALENCIA AVENUE, CIP PROJECT NO. 7329

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 Fidelity and Deposit Company of Maryland - 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017 - (213) 270-0600

(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 Two Million Three Hundred Thirty-Two Thousand Four Hundred Eighty-Three and 84/100

Dollars (\$2,332,483.84), 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: November 14, 2025

“Principal”

“Surety”

All American Asphalt

Fidelity and Deposit Company of Maryland

By: [Signature]  
Its Edward J. Carson, VP

By: [Signature]  
Its Rebecca Haas-Bates, Attorney-in-Fact

By: [Signature]  
Its Michael Farkas, Secretary

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

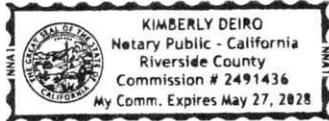
State of California

County of Riverside

On November 17th, 2025 before me, Kimberly Deiro, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Kimberly Deiro  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document Warranty Bond - City of Brea - Bond No. 7673742

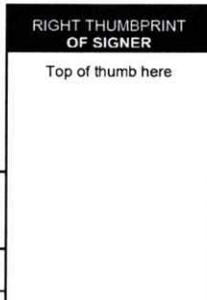
Document Date: November 14th, 2024 Number of Pages: 2

Signer(s) Other Than Named Above: Rebecca Hass-Bates, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward J. Carlson

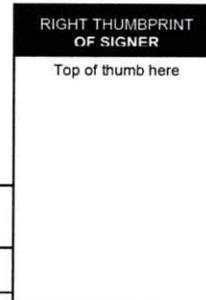
- Individual
- Corporate Officer — Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: N/A

- Individual
- Corporate Officer — Title(s): N/A
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: N/A



Signer is Representing: N/A

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

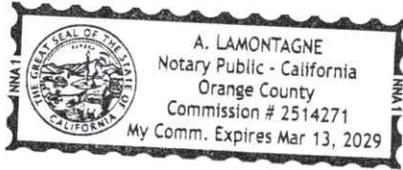
On 11/14/2025 before me, A. Lamontagne, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *A. Lamontagne*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Warranty Bond No. 7673742 Document Date: 11/14/2025  
Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer Is Representing: \_\_\_\_\_

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2025.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

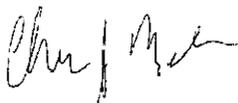
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Richard ADAIR, Rebecca HAAS-BATES of Irvine, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

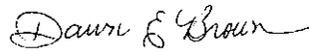
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 7th day of January A.D. 2025.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan  
Vice President



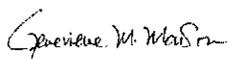
By: Dawn E. Brown  
Secretary



**State of Maryland  
County of Baltimore**

On this 7th day of January A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

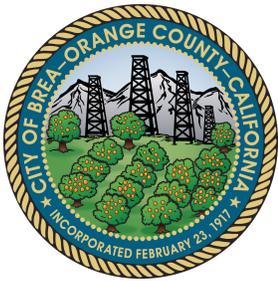
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**



# CITY of BREA

City Council Regular Meeting  
 Communication  
 December 2, 2025  
 Item No. 6H.

## Annual Development Impact Fee Report for Fiscal Year Ending June 30, 2025

TO	PREPARED BY
Honorable Mayor and City Council 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 City Council take the following action:

1. Receive and file the Annual Impact Fee Report.

### **BACKGROUND/DISCUSSION**

The City Council established and adopted various Development Impact Fees in 1995 and in 2024 to pay for necessary infrastructure improvements and infrastructure needed to support new development projects within Brea. These improvements were identified in nexus studies, including Traffic, Water, Fire, Dispatch, and Sewer. An annual review of fees occurs during the budget process, with fee updates made as governed by the terms of the applicable impact fee ordinance or resolution.

The collection of Development Impact Fees is governed by Government Code § 66006, commonly referred to as AB1600, which requires municipalities to undertake an annual accounting of such fees within 180 days after the close of the fiscal year and make this report available to the public. The report is to provide the beginning and ending balances for the fiscal year, the fees, interest income, expenditures, and any refunds. In addition, for the fifth fiscal year following the first deposit into the account or fund, and every five years after that, the City must make all findings to that portion of the account or fund remaining unexpended. All Development Impact Fees collected by the City of Brea are committed to capital projects or to finance infrastructure improvements.

The past impact fee nexus studies identified some project needs to accommodate new growth and have been addressed by completing capital projects and purchasing specified equipment and facilities. However, many of the Traffic and Water system improvements identified as necessary to accommodate future growth in the City have not been completed. The program of capital projects to meet those needs continues to progress annually.

### **COMMISSION/COMMITTEE RECOMMENDATION**

This staff report was reviewed by Finance Committee at their November 25, 2025, meeting and recommended for City Council approval.

## **FISCAL IMPACT/SUMMARY**

Traffic, Water, Fire, Dispatch, and Sewer Impact Fees have realized revenues and incurred expenditures as detailed in Attachment A – Annual Impact Fee Report for the fiscal year ending June 30, 2025. This item has no impact on the General Fund.

## **Attachments**

[Attachment A - Annual Impact Fee Report.pdf](#)

**CITY OF BREA  
DEVELOPMENT IMPACT FEE PROGRAM**

**Annual Report**

**Fiscal Year Ending June 30, 2025  
Prepared on 11/13/25**

Pursuant to Government Code Section 66006, the following information contains information that is required to compile the annual report for Development Impact Fees. There were no refunds related to Traffic, Water, Fire, Dispatch, or Sewer impact fees made pursuant to subdivision (e) and (f) of Section 66001.

**Traffic Impact Fees** (Fund 540) were established to offset new traffic impacts and finance construction of new traffic improvements caused by new development projects within the City of Brea, including areas within its sphere-of-influence.

<b>Land Use Category</b>	<b>Fee</b>	<b>Unit of Fee</b>
Low Density Residential (Up to 6 d.u. per acre)	\$1,974	Per Dwelling Unit
Medium Density Residential (7 to 12 d.u. per acre)	\$1,453	Per Dwelling Unit
High Density Residential (13 d.u. per acre & over)	\$1,203	Per Dwelling Unit
Commercial, General and Mixed Use	\$2.35	Per Gross Square Foot
Regional Commercial	\$2.24	Per Gross Square Foot
Office/Industrial	\$1.25	Per Gross Square Foot
School	\$0	Per Student
Other	\$89	Per Trip End

The beginning balance in this fund was \$5,177,875 for the fiscal year with an ending balance of \$5,010,516. The fees collected were \$264,830 and the interest earned was \$270,268. The remaining funds are eligible for capital projects in FY 2025-26 and have been committed to future projects in the City’s Seven-Year Capital Improvement Program.

For fiscal year 2024-25, \$82,988 was spent on administrative/operational costs and \$619,469 was spent on project expenditures. The project expenditures were as follows:

<u>Project</u>		<u>Expenditures</u>
Project 7251	SR-57 Freeway/Lambert Road Interchange	\$ 93,490
Project 7306	Imperial Hwy./SR-57 Interchange Improvements	\$ 509,807
Project 7716	Lambert Road Traffic Signal Synchronization	\$ 16,048
Project 7718	Transportation Improvement Nexus Program Update	\$ 124
<b>Total Traffic Impact Fee Expenditures</b>		<b><u>\$ 619,469</u></b>

Development Impact Fee Program Annual Report  
For FY 2024-25

**Water Impact Fees** (Fund 541) were established to offset new development projects within the City of Brea and its sphere-of-influence. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

District Fee Area	Pressure Zone	Fee	Unit of Fee
District #1	All Zones	\$995	Per 1” Meter Equivalent
District #2	Zone 790 & Below	\$4,002	Per 1” Meter Equivalent
District #2	Zone 900	\$26,324.50	Per 1” Meter Equivalent
District #2	Zone 1050 & Above	\$111,640	Per 1” Meter Equivalent
District #3	Zone 790 & Below	\$995	Per 1” Meter Equivalent
District #3	Zone 1000	\$16,002.50	Per 1” Meter Equivalent
District #3	Zone 1200	\$17,561	Per 1” Meter Equivalent
District #3	Zone 1400 & Above	\$21,590.50	Per 1” Meter Equivalent

The beginning balance was \$1,114,265 and the ending balance was \$79,596. The fees collected were \$13,611 and the interest earned was \$34,283.

For fiscal year 2024-25, \$2,563 was spent on administrative/operational costs and \$1,080,000 was spent on project expenditures. The project expenditures were as follows:

<u>Project</u>		<u>Expenditures</u>
Project 7476	N. Associated Rd. New High-Pressure Water Line	\$ 1,080,000
<b>Total Water Impact Fee Expenditures</b>		<b><u>\$ 1,080,000</u></b>

**Fire Impact Fee** (Fund 542) were established to fund the cost of building a fire station and purchasing new fire engines and equipment required to serve new development.

Land Use Category	Fee	Unit of Fee
Single Family Residential	\$0.76	Per Square Foot
Multifamily Residential	\$0.76	Per Square Foot
Commercial	\$0.415	Per Square Foot
Office	\$0.786	Per Square Foot
Industrial	\$0.316	Per Square Foot

The beginning balance in this fund was \$506,755 with an ending balance of \$558,124. The fees collected were \$22,417 and the interest earned was \$30,233.

For fiscal year 2024-25, \$1,281 was spent on administrative/operational costs and there were no project expenditures.

Development Impact Fee Program Annual Report  
For FY 2024-25

**Dispatch Impact Fees** (Fund 543) were established to offset new dispatch/communications impacts and finance acquisition, installation and/or construction of new dispatch/communications facilities necessitated by new development projects within the City of Brea, including portions of its sphere-of-influence when annexed into the City.

<b>Land Use Category</b>	<b>Fee</b>	<b>Unit of Fee</b>
Single Family Residential	\$0.038	Per Square Foot
Multifamily Residential	\$0.038	Per Square Foot
Commercial	\$0.059	Per Square Foot
Office	\$0.103	Per Square Foot
Industrial	\$0.0445	Per Square Foot

The beginning balance in this fund was \$36,704 with an ending balance of \$45,456. The fees collected were \$6,446 and the interest earned was \$2,399.

For fiscal year 2024-2025, \$93 was spent on administrative/operational costs and there were no project expenditures.

**Sewer Impact Fees** (Fund 544) were established to offset new development projects within the City of Brea and its sphere-of-influence. These fees are necessary to ensure that adequate sewer infrastructure and facilities are provided to new development projects.

<b>Land Use Category</b>	<b>Fee</b>	<b>Unit of Fee</b>
All new developments	\$383	Per connection

The beginning balance in this fund was \$0 with an ending balance of \$401. The fees collected were \$383 and the interest earned was \$18.

For fiscal year 2024-2025, no funds were spent on administrative/operational costs or project expenditures.



# CITY of BREA

**City Council Regular Meeting**  
**Communication**  
**December 2, 2025**  
**Item No. 6I.**

## Second Reading of Zoning Ordinance Text Amendment (ZOTA) No. 2025-03

TO	PREPARED BY
Honorable Mayor and City Council Members	Graham Bultema, Assistant Planner
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Jason Killebrew, Assistant City Manager/Community Development Director	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Waive full reading of and adopt Ordinance No. 1269 titled “An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2025-03 (Omnibus Code Update) (Attachment A); and
2. Approve a California Environmental Quality Act (CEQA) Exemption Determination (Attachment A).

### **BACKGROUND/DISCUSSION**

Municipal codes require periodic updates to maintain consistency with state laws, improve clarity, and better serve the public. As an effort to improve the readability and relevancy of the Brea City Code (“Code”), the City implemented an on-going work program in 2023 to continually update the Code on a regular basis, specifically focused on Title 20: Zoning Code. Since the last omnibus code update in March 2025, the City continued with the work program and identified several provisions of the Code that require revision due to recent shifts in policy trends, new state laws and new regulations. The main goals for this omnibus code update are to provide internal consistency within the Code and with recent state laws, and to provide updates to development standards, applications findings, and public noticing procedures. If approved, the proposed amendments will be included in an ordinance updating 10 chapters of Titles 14 and 20 of the Code.

On November 18, 2025, the City Council, on a 4-0-1 vote (ayes: Hupp, Marick, Simonoff, Vargas, absent: Stewart), introduced Ordinance No. 1269 for the proposed ZOTA. The staff report package from the November 18, 2025, City Council meeting can be accessed from the following link: <https://weblink.cityofbrea.net/WebLink/DocView.aspx?id=212331&dbid=0&repo=BREA-DOCS>

### **COMMISSION/COMMITTEE RECOMMENDATION**

On October 28, 2025, the Planning Commission, on a 4-0-1 vote (ayes: Perez, Schlotterbeck, Donnini, Madden, absent: Gribble), approved a resolution recommending that the City Council approve the Project.

### **FISCAL IMPACT/SUMMARY**

The Project is limited to the adoption of an ordinance to amend the BCC. There is no fiscal impact to the General Fund.

**Attachments**

[Attachment A - Draft Ordinance No. 1269.pdf](#)

**ORDINANCE NO. 1269****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE BY ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. ZOTA 2025-03 (OMNIBUS CODE UPDATE) AND APPROVING A CEQA EXEMPTION DETERMINATION****THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:****A. RECITALS:**

(i) Pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents.

(ii) Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.) and the State of California Guidelines for Implementation of the California Environmental Quality Act ("CEQA Guidelines") (14 C.C.R. § 15000 et seq.), the City is the "lead agency" for the preparation and consideration of environmental documents for this Ordinance.

(iii) On October 28, 2025, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment ("ZOTA") No. 2025-03 and adopted its Resolution No. 2025-26 recommending approval by the City Council.

(iv) On November 18, 2025, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2025-03, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions, and ancillary Development Code provisions, to: comply with state legislation requiring an expedited permitting process for hydrogen-fueling stations (SB 1418, 2024); comply with housing laws; improve consistency in the permitted land uses table, definitions, and

parking sections; clarify development standards for new construction; update findings for specific planning applications (variance, administrative remedy); enhance opportunities for public noticing; and clarify certain zoning ordinance provisions and address existing grammatical errors, incorrect references, and internal inconsistency.

(v) Adoption of this Ordinance is consistent with and implements the General Plan.

(vi) This Ordinance is a matter of citywide importance and necessary for the preservation and protection of the public peace, health, safety and welfare of the community and is a valid exercise of the local police power and in accord with state law.

(vii) All legal prerequisites to the adoption of this Ordinance have occurred.

**B. ORDINANCE:**

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

**SECTION 2.** Title of Chapter 14.08 (Electric Vehicle Charging Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

14.08 ELECTRIC VEHICLE CHARGING AND HYDROGEN-FUELING STATIONS

**SECTION 3.** Section 14.08.010 (Purpose) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

14.08.010 PURPOSE.

The purpose of this chapter is to fulfill the requirements of Cal. Gov't Code § 65850.7 and to promote and encourage the use of electric vehicle charging and hydrogen-fueling stations through an expedited, streamlined permitting process for electric vehicle charging and hydrogen-fueling stations, while protecting public

health and safety and preventing adverse impacts in the installation and use of such stations.

**SECTION 4.** Section 14.08.020 (Definitions) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

**14.08.020 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ELECTRONIC SUBMITTAL.** The utilization of one or more of the following:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

**ELECTRIC VEHICLE CHARGING STATION or CHARGING STATION.** Any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

**HYDROGEN-FUELING STATION.** The equipment and structural design components necessary to ensure the safety of the fueling station, including hydrogen-refueling canopies, that are used to store and dispense hydrogen fuel to vehicles according to industry codes and standards that are open to the public.

**SPECIFIC, ADVERSE IMPACT.** A significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

**SECTION 5.** Section 14.08.030 (Expedited Permitting Process) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

**14.08.030 EXPEDITED PERMITTING PROCESS.**

Consistent with Cal. Gov't Code § 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations and hydrogen-fueling stations, and adopt checklists of all requirements with which electric vehicle charging stations and hydrogen-fueling stations shall comply in order to be eligible for expedited review. The expedited, streamlined, permitting process and checklists may refer to the recommendations contained in the most current version of the "Electric Vehicle Charging Station Permitting Guidebook" or the "Hydrogen Station Permitting Guidebook", published by the Governor's Office of Business and Economic Development. The city's adopted checklists and any other required permitting documentation shall be published on the city's website.

**SECTION 6.** Subsection A of Section 14.08.040 (Permit Application Processing) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

A. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station or hydrogen-fueling station will not have any specific, adverse impact on health and safety of the public, including building occupants.

**SECTION 7.** Subsection B of Section 14.08.040 (Permit Application Processing) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

B. A permit application that satisfies the information requirements in the city's adopted checklists shall be deemed complete and shall be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meet the requirements of the city's adopted checklists, and are consistent with all applicable laws and health and safety standards, including the requirements of Cal. Gov't Code § 65850.7(f), the Building Official shall approve the application and issue all necessary permits. Such approval does not authorize an applicant to utilize the electric vehicle charging station or hydrogen-fueling station until approval is granted by the city. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

**SECTION 8.** Section 14.08.050 (Prohibited Uses) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

**14.08.050 PROHIBITED USES.**

The issuance of a permit for an electric vehicle charging station or hydrogen-fueling station shall authorize only the installation of such permitted station, in accordance with all permit requirements. Following its installation, the permitted station shall be used solely for the purpose of charging electric vehicles or fueling hydrogen vehicles. No signage or advertising of any kind, other than labeling identifying the manufacturer, shall be attached to the station. Any use of a permitted station for commercial purposes, i.e., requiring payment or rendering of anything of value as a condition of use of the permitted station, shall constitute a commercial use of the property where the station is located for purposes of the city's Zoning Code, and shall render the permit issued pursuant to this chapter null and void.

**SECTION 9.** Subsection A of Section 14.08.060 (Technical Review and Appeal of Conditions or Denial) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

A. It is the intent of this chapter to encourage the installation of electric vehicle charging stations and hydrogen-fueling stations by removing obstacles to their permitting, while maintaining the authority of the Building Official to address higher priority life-safety situations, consistent with Cal. Gov't Code § 65850.7. If the Building Official makes a specific, written finding based on substantial evidence that the electric vehicle charging station or hydrogen-fueling station could have a specific, adverse impact upon the public health or safety, as defined in this chapter, the city may require the applicant to apply for a use permit. No complete application satisfying the requirements of this chapter shall be denied unless the city makes written findings, based on substantial evidence, that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no "feasible method to satisfactorily mitigate or avoid the specific, adverse impact", (as that term is defined in Ca. Gov't Code § 65850.7(i)(1)).

**SECTION 10.** Subsection C of Section 14.08.060 (Technical Review and Appeal of Conditions or Denial) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-

Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

C. In the technical review of an electric vehicle charging station permit application or hydrogen-fueling station permit application, consistent with Cal. Gov't Code § 65850.7, the Building Official shall not condition the approval for any such permit on the approval of such system by an association, as that term is defined by Civil Code § 4080.

**SECTION 11.** Section 14.08.070 (Electric Vehicle Charging Station Installation Requirements) of Chapter 14.08 (Electric Vehicle Charging and Hydrogen-Fueling Stations) of Title 14 (Sustainable Provisions) of Part I (Municipal Code) of the Brea City Code is amended to read as follows:

**14.08.070 INSTALLATION REQUIREMENTS.**

*A. Specific requirements for electric vehicle charging stations.*

1. Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.

2. Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

3. Electrical loads resulting from the installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

*B. Specific requirements for hydrogen-fueling stations.*

1. Hydrogen-fueling station equipment shall meet all of the following, as applicable:

a. Safety and performance standards established by the Society of Automotive Engineers and accredited nationally recognized testing laboratories.

b. Any rules established by the State Air Resources Board, Energy Commission, or Department of Food and Agriculture regarding safety, reliability, weights, and measures.

c. Guidance established by the Governor's Office of Business and Economic Development, as outlined in the Hydrogen Station Permitting Guidebook.

2. A hydrogen-fueling station permit application shall only be administratively approved on parcels that satisfy either of the following:

a. The parcel is zoned for industrial or commercial development and does not contain any residential units.

b. The parcel was previously developed with service station, where "service station" means any establishment which offers for sale or sells gasoline or other motor vehicle fuel to the public.

C. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations or hydrogen-fueling stations shall meet the requirements of the California Building or Residential Code, as applicable, based on the occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

**SECTION 12.** Subdivision (1) ("A" words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add in alphabetical order a new "Automotive, Hydrogen-Fueling Stations" entry to read as follows:

AUTOMOTIVE, HYDROGEN-FUELING STATIONS. A commercial facility offering equipment for fueling hydrogen vehicles.

**SECTION 13.** "Automotive, Sales and Leasing" of Subdivision (1) ("A" words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

AUTOMOTIVE, SALES AND LEASING. Facilities that consist of the established place of business operated by a "dealer" for the sale and long-term lease of new or used automobiles, boats, recreational vehicles, motorcycles or motorized scooters for profit, including automobile auction facilities and the accessory onsite outdoor storage of vehicles for sale, lease or rent. Typical land uses are car lots where vehicles displayed for sale typically include advertising. The term "dealer" is defined in the California Vehicle Code. May include ancillary automobile repair.

**SECTION 14.** "Automotive, Sales and Leasing (Limited)" of Subdivision (1) ("A" words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

AUTOMOTIVE, SALES AND LEASING, LIMITED. Indoor showrooms, where vehicles are sold online, and offices for businesses or establishments operated by a "dealer" for the purchase or offering to purchase, the sale or offering to sell, consigned to be sold, "brokering", or otherwise dealing in motor vehicles at either retail or wholesale within an enclosed structure, where any outdoor vehicle storage/display is limited to one (1) vehicle to be used for display and/or test driving. This use does not include any vehicle maintenance or repair work. This use class includes "autobroker" or "auto buying service", as defined in § 166 of the Cal. Vehicle Code.

**SECTION 15.** "Automotive, Service Stations" of Subdivision (1) ("A" words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

AUTOMOTIVE, SERVICE STATIONS. Commercial establishments that sell fuel for motor vehicles, commonly referred to as gasoline stations. Also includes establishments selling alternative fuels, except electric vehicle charging stations and hydrogen-fueling stations. May include ancillary convenience retail and other automobile services.

**SECTION 16.** "Development Agreements" of Subdivision (4) ("D" words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of

Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

DEVELOPMENT AGREEMENTS. An agreement duly entered into in compliance with state law (Cal. Gov't Code §§ 65864 et seq.).

**SECTION 17.** Subdivision (6) (“F” words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add in alphabetical order a new “Family Daycare Homes” entry to read as follows:

FAMILY DAYCARE HOMES. Facilities that regularly provide care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and are either a large family daycare home or a small family daycare home, as defined by § 1596.78 of the Cal. Health and Safety Code. This use does not include daycare centers, as defined by § 1596.76 of the Cal. Health and Safety Code.

**SECTION 18.** “Utility” of Subdivision (21) (“U” words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

UTILITIES. Manned or un-manned facilities that provide the public with electricity, gas, water, communications, sewage collection or other similar service. Antennas for telecommunications systems are not included.

**SECTION 19.** Subsection C of Section 20.08.030 (Outdoor Living Space) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows.

C. *Elements included.* The following elements may be constituted as outdoor living space and included in calculating the required space:

1. Swimming pools and pool decks.
2. Paved recreation areas.
3. Landscaped area, garden, etc.
4. Covered patios, unenclosed structures, and balconies.

**SECTION 20.** Subsection B.2.a of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

- a. All required parking spaces and garages shall be located on the same lot, or the same building site in the case of a shopping center. Where a parking lot owned by the city is located within four hundred (400) feet of the front door or main entry of the building, parking requirements listed in paragraph D. of this section may be reduced as determined by the Community Development Director.

**SECTION 21.** Subsection C.2.b of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

b. *Sizes.*

- (1) Perpendicular or angular stalls.

- (a) *Residential.*

- (i) Covered - ten (10) feet wide by twenty (20) feet long (interior clear dimension to be nine (9) feet wide by nineteen (19) feet long), minimum seven (7) feet height clearance.

- (ii) Uncovered - nine (9) feet wide by nineteen (19) feet long.

- (b) *Nonresidential.* Nine (9) feet wide by nineteen (19) feet long, minimum eight (8) feet height clearance.

- (2) *Parallel stalls.* Eight (8) feet wide by twenty-three (23) feet long.

- (3) *Handicapped stalls.* All accessible parking spaces requirements to be governed by the California Building Code standards.

(4) Compact stalls shall be a minimum of eight (8) feet wide by sixteen (16) feet long.

(a) Compact stalls may be permitted in multiple family residential projects of five (5) or more units in accordance with the provisions of this paragraph C.

(b) Compact stalls may be permitted in commercial and industrial projects requiring a minimum of forty (40) parking spaces in accordance with the following conditions:

(i) A maximum of fifteen percent (15%) of the required number of parking spaces may be compact stalls.

(ii) The maximum number of compact parking stalls may be increased upon approval of a conditional use permit, but in no event shall the number of compact stalls exceed thirty percent (30%).

(iii) Each compact stall approved hereunder shall be individually designated as a compact stall per the City of Brea Public Works Standards.

(c) All parking areas containing compact stalls shall be approved by the Community Development Director and the City Traffic Engineer.

(5) *Overhang.* Parking stall lengths, except parallel spaces, may be reduced by two (2) feet [seventeen (17) feet for standard size stalls; fourteen (14) feet for compact stalls] where the front of the parking stall abuts a landscaped area or sidewalk which is a minimum of four (4) feet clear. Such landscape area shall be enclosed with a minimum of six (6) inch high curb and no trees or shrubs shall be planted in the two (2) foot reduced area.

(6) *Parking for electric vehicle charging.* Parking stalls for electric vehicle charging shall comply with the residential, commercial, industrial, handicapped, and/or compact stall minimum dimensions identified in this chapter and consistent with Chapter 14.08 of this Code.

(7) *Parking for hydrogen fueling.* Parking stalls for hydrogen fueling shall comply with the residential, commercial, industrial, handicapped, and/or compact stall minimum dimensions identified in this chapter and consistent with Chapter 14.08 of this Code.

(8) *Bicycle parking.* All residential and non-residential bicycle parking requirements to be governed by the California Green Building Code standards.

**SECTION 22.** The Non-Residential category of Table 20.08.040.D of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add in alphabetical order new entries for “Automotive, Hydrogen-Fueling Stations” and “Family Daycare Homes” entries to read as follows:

<b>Table 20.08.040.D</b>	
<b>Use</b>	<b>Minimum Parking Stalls Required</b>
<b>Non-Residential</b>	
Automotive, hydrogen-fueling stations	1 space per charging station.
Community care facility, large	5.5 spaces per 1,000 square feet
Family daycare homes	None required, except for the spaces required for the underlying use.

**SECTION 23.** Subsection F of Section 20.11.020 (Land Uses) of Chapter 20.11 (Permitted Land Uses) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

F. *Housing opportunity sites.* Dwellings, Multiple-Family use in which 20 percent or more of the units are affordable to lower income households shall be permitted by right on properties designated as Focused Development Sites in the city's 2021-2029 Housing Element (6th Cycle). Development shall meet all of the requirements of the respective zone in which such sites are located in unless otherwise permitted by this Title, and shall comply with the provisions of applicable environmental documents for such site, if any. For other Focused Development Site standards, see Section 20.258.010(D) of this title.

**SECTION 24.** The Non-Residential Uses category of Table 20.11.020.A (Permitted Land Uses Table) of Section 20.11.020 (Land Uses) of Chapter 20.11 (Permitted Land Uses) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to revise the “Automotive,

Sales and Leasing”, “Automotive, Service Stations”, “Cemetery”, “Community Care Facility, Large”, “Golf Course”, “Medical Services, Clinics/Offices”, “Medical Services, Hospitals”, “Offices, Administrative & Professional”, “ Religious Assembly”, “Retail Sales, Warehouse Stores”, and “Utilities” entries, and to add in alphabetical order new entries for “Automotive, Hydrogen-Fueling Stations” and “Family Daycare Homes” entries to read as follows:

**TABLE 20.11.020.A. PERMITTED LAND USES TABLE**

<i>P: Permitted by Right</i> <i>C: Conditional Use Permit Required</i> <i>--: Prohibited</i> <i>M: Minor Conditional Use Permit Required</i>				<b>NOTES:</b> <sup>1</sup> In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040. <sup>2</sup> In MU-I, MU-II, and MU-III Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.																		
	R1-H	HR <sup>1</sup>	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I <sup>2</sup>	MU-II <sup>2</sup>	MU-III <sup>2</sup>	PRO-P/R	PRO-NOS	PF	Special Provisions
<b>NON-RESIDENTIAL USES</b>																						
Automotive, Hydrogen-Fueling Stations	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Automotive, Sales and Leasing	--	--	--	--	--	--	--	--	--	C	C	--	--	C	C	--	--	--	--	--	--	(1) Uses that do not include any outdoor storage/display of vehicles are considered as "Automotive, Sales, and Leasing (limited)" use. (2) Automotive repair is allowed as an ancillary use.

**TABLE 20.11.020.A. PERMITTED LAND USES TABLE**

P: Permitted by Right  
 C: Conditional Use Permit Required  
 --: Prohibited  
 M: Minor Conditional Use Permit Required

**NOTES:**  
<sup>1</sup> In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.  
<sup>2</sup> In MU-I, MU-II, and MU-III Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR <sup>1</sup>	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I <sup>2</sup>	MU-II <sup>2</sup>	MU-III <sup>2</sup>	PRO-P/R	PRO-NOS	PF	Special Provisions
Automotive, Service Stations	--	--	--	--	--	--	--	C	C	C	C	C	C	C	C	C	C	--	--	--	--	(1) A conditional use permit for a new service station at any location within the corporate limits of the city shall not be approved and granted to any company or an affiliated company that owns, leases, rents or has control of, in any manner, property that is presently occupied by an abandoned or vacant service station at any other location within the corporate limits of the city. Abandoned or vacant, as used herein, shall mean that the service station has not been in operation for a period of ninety (90) days or more prior to the date the Planning Commission adopts its resolution on the application for a new service station. This provision shall not apply to an abandoned or vacated service station that has been legally converted to and is being utilized for another permitted use, or to a service station that is not in operation because it is in the process of being reconstructed or remodeled. (2) New service stations are only conditionally allowed in the MU-I Zone or MU-II Zone if the service station is an ancillary use to a Retail Sales, Warehouse Stores use.
Cemetery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	(1) In PF Zoning district, the use is permitted only on properties within the "Cemetery" General Plan Land Use Designation.
Community Care Facility, Large	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	C	C	C	--	--	--	

**TABLE 20.11.020.A. PERMITTED LAND USES TABLE**

P: Permitted by Right  
 C: Conditional Use Permit Required  
 --: Prohibited  
 M: Minor Conditional Use Permit Required

**NOTES:**  
<sup>1</sup> In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.  
<sup>2</sup> In MU-I, MU-II, and MU-III Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue.

	R1-H	HR <sup>1</sup>	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I <sup>2</sup>	MU-II <sup>2</sup>	MU-III <sup>2</sup>	PRO-P/R	PRO-NOS	PF	Special Provisions
Family Daycare Homes	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Family daycare homes are allowed in detached single-family dwellings, townhouses, dwelling units within a dwelling, or dwelling units within a covered multifamily dwelling in which the underlying zone allows for residential uses.
Golf Course	--	C	C	--	--	--	--	--	--	--	--	P	C	--	--	--	--	--	P	--	--	(1) In PRO Zoning district, only publicly owned golf courses are allowed.
Medical Services, Clinics/Offices	--	--	--	--	--	--	P	P	P	P	P	--	M	M	--	P	P	P	--	--	--	
Medical Services, Hospitals	--	--	--	--	--	--	C	--	C	C	C	--	C	C	C	C	C	--	--	--	--	
Offices, Administrative & Professional	--	--	--	--	--	--	P	P	P	P	P	--	M	M	--	P	P	P	--	--	--	
Religious Assembly	C	C	C	C	C	C	C	C	C	C	C	--	C	C	--	C	C	C	--	--	--	(1) In C-M, M-P, and M-1 Zoning districts, this use shall not locate within one thousand (1,000) feet, as measured from closest property line, of a previously entitled Religious Assembly located in C-M, M-P, or M-1 Zones.
Retail Sales, Warehouse Stores	--	--	--	--	--	--	--	--	P	P	--	--	P	P	--	P	P	--	--	--	--	
Utilities	--	--	--	--	--	--	--	--	--	P/C	--	P/C	--	--	P/C	--	--	--	--	--	P/C	(1) Privately owned utilities require a Conditional Use Permit.

**SECTION 25.** Section 20.24.100 (Nonconforming Off-Street Parking and Loading Facilities) of Chapter 20.24 (Nonconforming Structures and Uses) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.24.100 NONCONFORMING OFF-STREET PARKING AND LOADING FACILITIES.**

A. Existing conforming buildings whose off-street parking and loading facilities do not conform to the provisions of this title may only be expanded or facilities added, provided that the requirements for off-street parking and loading spaces have been complied with for those facilities which are added and enlarged.

B. Any single-family dwelling which does not conform to the provisions of this title may be expanded without providing additional parking spaces only if the addition or alteration increases the original residential floor area by the lesser of:

1. five hundred (500) square feet, or
2. twenty-five percent (25%) increase from the original residential floor area.

**SECTION 26.** Subsection H of Section 20.216.040 (Property Development Standards) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

H. *Distance between buildings.* The following minimum distances between walls of buildings and structures on a lot in the R-2 Zone shall apply:

1. *Distance between buildings across a court.* The minimum distance between opposing buildings or portions of buildings which create a court shall be not less than twenty (20) feet plus a distance equal to one-half ( $\frac{1}{2}$ ) the combined heights of such walls.

2. *Distance between buildings which do not form a court.*

a. If there are windows or entrances along either or both walls of opposing buildings (not facing a court), the distance between such walls shall not be less than fifteen (15) feet or a distance equal to one-half ( $\frac{1}{2}$ ) the combined height of both walls whichever is greater. A minimum of ten (10) feet between buildings shall be free of any building projections.

b. If there are no windows or entrances along either wall of opposing buildings (not facing a court), the distance between such walls shall not be less than ten (10) feet.

**SECTION 27.** Subsection D of Section 20.258.010 (Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

D. *Housing Opportunity Sites.* For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the following additional standards shall apply to new residential development:

1. The minimum residential density shall be twenty (20) dwelling units per acre.
2. Residential uses in mixed-use development projects must occupy at least fifty percent (50%) of the total floor area of development projects on these sites.
3. One hundred percent (100%) residential use shall be allowed on these sites.

**SECTION 28.** Section 20.258.010 (Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add a new Subsection E to read as follows:

E. *Plan or precise development review required.* Depending on the size of the construction activity (see Table 2-1), all construction activities (e.g., additions, alterations, construction, reconstruction, or remodeling) may require review and approval in compliance with § 20.260.050 (Special Provisions) and § 20.408.040 (Plan Review).

**SECTION 29.** Tables 2-3 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use I Zoning District), 2-4 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use II Zoning District), 2-5 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use III Zoning District), 2-6 (Development Standards for “Stand Alone” Residential Projects in Mixed-Use I Zoning District), 2-7 (Development Standards for “Stand Alone” Residential Projects in Mixed-Use II Zoning District), and 2-8 (Development Standards for “Stand

Alone” Residential Projects in Mixed-Use III Zoning District) of Section 20.258.020 (General Development Standards for the Mixed Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code are amended to read as follows:

<b>TABLE 2-3 DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE I ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-I</b>	<b>NOTES</b>
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.  (2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.  (3) The standards for accessory structures are intended to regulate development for residential components of a Mixed-Use Development.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses (2)	12.1 to 50 du / acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Minimum setbacks		
Front and street side along Ash Street, Birch Street, Brea Boulevard and Imperial Highway	None permitted (A), except for allowable plazas and outdoor dining areas/uses	
Front	None	
Side, interior, Single-story	None (B)	
Side, interior, Second-story and above, if residential use adjoining residential or nonresidential uses	10 feet (B)	
Side, street	None	
Side, interior or street, adjoining residential uses	10 feet (C)	
Rear, if nonresidential use adjoining nonresidential use	None (D)	
Rear, if residential use or nonresidential use adjoining residential uses	10 feet (D)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	100 feet	
Minimum common residential open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	75 square feet / dwelling unit	
Minimum private residential open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	50 square feet / dwelling unit	

<b>NOTE:</b> The letters (A), (B), (C) and (D) refer to the graphics following this Table.	
Accessory structures (3)	Section 20.08.035.F
Landscaping	Section 20.236.040.M
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L
Parking and loading	Section 20.08.040
Signs	Section 20.28
Walls and fences	Section 20.236.040.E and Section 20.220.040.F

<b>TABLE 2-4 DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-II</b>	<b>NOTES</b>
Minimum project size (1)	10,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	100 feet	
Minimum parcel depth (1)	200 feet	
Minimum/maximum allowable density range for residential uses (2)	6.1 to 40 du / acre	(2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front	None	(3) The standards for accessory structures are intended to regulate development for residential components of a Mixed-Use Development.
Side, interior, Single-story	None (E)	
Side, interior, Second-story and above, if residential use adjoining residential or nonresidential uses	10 feet (E)	
Side, street	None	
Side, interior or street, adjoining, residential uses	10 feet (F)	
Rear, if nonresidential use adjoining nonresidential use	None (G)	
Rear, if residential use or nonresidential use adjoining residential uses	10 feet (G)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	60 feet	
Minimum common residential open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	75 square feet / dwelling unit	
Minimum private residential open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	50 square feet / dwelling unit	
<b>NOTE:</b> The letters (E), (F), and (G) refer to the graphics following this Table.		
Accessory structures (3)	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	

Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

<b>TABLE 2-5 DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-III</b>	<b>NOTES</b>
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses (2)	6.1 to 18 du / acre	
Maximum floor area ratio (FAR) for uses	1.00	
Minimum setbacks		
Front and street side along Brea Boulevard and Imperial Highway - Parcels of less than one acre	None permitted (H), except for allowable plazas and outdoor dining areas/uses	(2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.
Front and street side along Brea Boulevard and Imperial Highway - Parcels of one acre or greater	At least 50% of the parcel frontage: None permitted (I)  Up to 50% of the parcel frontage. (No parking within setback allowed.): May maintain an average setback of 10 feet (I)	
Front, other than Brea Boulevard or Imperial Highway	None	(3) The standards for accessory structures are intended to regulate development for residential components of a Mixed-Use Development.
Side, interior, Single-story	None (J)	
Side, interior, Second-story and above, if residential use adjoining residential or nonresidential uses	10 feet (J)	
Side, street, other than Brea Boulevard or Imperial Highway	None	
Side, interior or street, adjoining, residential uses	5 feet, average (K)	
Rear, if nonresidential use adjoining nonresidential use	None (L)	
Rear, if residential use or nonresidential use adjoining residential uses	10 feet (L)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
<b>NOTE:</b> The letters (H), (I), (J), (K) and (L) refer to the graphics following this Table.		
Minimum distance between structures located on the same parcel	None	

Maximum structure height	35 feet	
Minimum common residential open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	75 square feet / dwelling unit	
Minimum private residential open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	50 square feet / dwelling unit	
Maximum parcel coverage	65%	
Accessory structures (3)	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and Loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

<b>TABLE 2-6 DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED- USE I ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-I</b>	<b>NOTES</b>
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.  (2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.  (3) For structures located on Ash Street, Birch Street, or Brea Boulevard, north of Imperial Highway, there is no minimum setback requirement. All other setbacks shall be measured from the structure face to the nearest property line.
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses (2)	12.1 to 50 du / acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Front and Side, Street along Ash Street, Birch Street, Brea Boulevard and Imperial Highway, Single-story (3)	5 feet (M)	
Front and Side, Street along Ash Street, Birch Street, Brea Boulevard and Imperial Highway, Second-story and above (3)	10 feet (M)	
Front, other than Ash Street, Birch Street, Brea Boulevard and Imperial highway (4)	15 feet (N)	
Side, interior	5 feet (O)	
Side, street, other than Ash Street, Birch Street, Brea Boulevard and Imperial highway (4)	15 feet (O)	
Side, interior or street (other than Ash Street, Birch Street, Brea Boulevard and Imperial highway), adjoining residential uses	10 feet (O)	
Rear	5 feet (P)	
Rear, adjoining nonresidential uses	10 feet (P)	
Parking area setbacks (front and		(4) Low level patio walls may encroach into the

street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	required front or street side setback up to a maximum of 5 feet.  (5) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck. For structures located on Ash Street, Birch Street, or Brea Boulevard, the maximum structure height shall be 55 feet.
Minimum distance between structures located on the same parcel	None	
Maximum structure height (5)	100 feet	
Minimum common open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	100 square feet / dwelling unit	
Minimum private open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	75 square feet / dwelling unit	
<b>NOTE:</b> The letters (M), (N), (O), and (P) refer to the graphics following this Table.		
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

<b>TABLE 2-7 DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED- USE II ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-II</b>	<b>NOTES</b>
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.  (2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses (2)	6.1 to 40 du / acre	
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front (3)	15 feet (Q)	
Side, interior	5 feet (R)	
Side, street (3)	15 feet (R)	
Side, interior or street, adjoining nonresidential uses	10 feet (R)	
Rear	15 feet (S)	
Rear, adjoining nonresidential uses	20 feet (S)	
Parking area setbacks (front and street side)	15 feet	

Minimum distance between structures located on the same parcel	None	<p>(3) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.</p> <p>(4) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.</p>
Maximum structure height (4)	60 feet	
Minimum common open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	100 square feet / dwelling unit	
Minimum private open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	75 square feet / dwelling unit	
<b>NOTE:</b> The letters (Q), (R), and (S) refer to the graphics following this Table.		
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

<b>TABLE 2-8 DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-III</b>	<b>NOTES</b>
Minimum project size (1)	7,000 square feet	<p>(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.</p> <p>(2) For Focused Development Sites specified in the city's 2021-2029 Housing Element (6th Cycle), the minimum residential density is 20 dwelling units per acre.</p>
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses (2)	6.1 to 14 du / acre (See Section 20.258.030.A.4)	
Maximum floor area ratio (FAR) for nonresidential uses	1.00	
Front and Side, street, along Brea Boulevard and Imperial Highway	Stand alone residential not allowed on Brea Boulevard or Imperial Highway	
Front, other than Brea Boulevard or Imperial Highway (3)	15 feet (T)	
Side, interior	5 feet (U)	
Side, street other than Brea Boulevard or Imperial Highway (3)	15 feet (U)	
Side, interior or street, adjoining nonresidential uses	10 feet (U)	
Rear	15 feet (V)	
Rear, adjoining nonresidential uses	20 feet (V)	

Parking area setbacks (front and street side). No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	(3) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.	
Minimum distance between structures located on the same parcel	None		
Maximum structure height (4)	35 feet		
Minimum common open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	100 square feet / dwelling unit		(4) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.
Minimum private open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	75 square feet / dwelling unit		
Maximum parcel coverage (not including parking decks)	65%		
<b>NOTE:</b> The letters (T), (U), and (V) refer to the graphics following this Table.			
Accessory structures	Section 20.08.035.F		
Landscaping	Section 20.236.040.M		
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L		
Parking and loading	Section 20.08.040		
Signs	Section 20.28		
Walls and fences	Section 20.236.040.E and Section 20.220.040.F		

**SECTION 30.** Subsection B of Section 20.258.030 (Specific Development Standards For All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. *Lot Consolidation Incentive Program.* In order to encourage the assemblage of smaller existing parcels into larger parcels that can be more efficiently developed into a mixed-use project, the following incentives are offered:

1. *Allowable incentives for parcel consolidation:*
  - a. Reduction in on-site required parking for a mixed-use project, up to a maximum of twenty percent (20%).
  - b. Increase in maximum total sign area, up to a maximum of twenty percent (20%).
  - c. Increase in maximum lot coverage, up to a maximum of ten percent (10%).

d. Increase in maximum building height, up to a maximum of ten percent (10%).

e. Reduction in common and/or private open space requirements, up to a maximum of ten percent (10%).

f. Expedited permit plan check reviews.

g. City participation in provision of infrastructure (e.g., installation of curb, gutter, and sidewalk, installation of streetscape, undergrounding of utilities, upgrading of utilities, etc.).

h. Deferred development impact and/or permitting fees.

2. *Parcel consolidation thresholds.*

a. Consolidation of existing small parcels into a development project site of one (1) acre or greater up to two (2) acres: Any two (2) of the allowable incentives identified above, except for items f., g., and h.

b. Consolidation of existing small parcels into a development project site of two (2) acres or greater: Any four (4) of the allowable incentives identified above.

**SECTION 31.** Section 20.408.020 (Administrative Remedy) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add a new Subsection D to read as follows:

D. *Findings.* The Director, in approving an administrative remedy application, shall find as follows:

1. That the minor modifications from the requirements of this title, with any conditions to be imposed, applied for at the location set forth in the application is properly one(s) for which an administrative remedy is authorized by this title.

2. That the minor modifications from the requirements of this title, with any conditions to be imposed, are necessary or desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and will not be out of character or detrimental to the neighborhood.

3. That with the conditions stated in the permit, the minor modification of standards will not adversely affect the public health, safety, or general welfare.

**SECTION 32.** Subsection A of Section 20.412.010 (Variance) of Chapter 20.412 (Quasi-Judicial Procedures) of Division III (Administration and Procedures) of Title 20

(Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. *Purpose.* The purpose of a variance is to provide for deviations from the strict application of the requirements of this title due to special circumstances applicable to a property which deprive the property of privileges enjoyed by other properties in the vicinity which are subject to identical zoning regulations.

**SECTION 33.** Subsection C of Section 20.412.010 (Variance) of Chapter 20.412 (Quasi-Judicial Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. *Findings.* The Planning Commission, in approving a variance, must make the following findings:

1. There are special circumstances applicable to the property, including size, shape, topography, location or surroundings, which result in the strict application of the requirements of this title, depriving the property of privileges enjoyed by other properties in the vicinity and under identical zoning classifications.

2. The variance will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

3. The granting of the variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the property.

**SECTION 34.** Section 20.412.010 (Variance) of Chapter 20.412 (Quasi-Judicial Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add a new Subsection D to read as follows:

D. *Commission action.*

1. The Planning Commission may approve, conditionally approve, or disapprove the application and shall announce and record its decision within twenty-one (21) days following the conclusion of the public hearing. The decision shall set forth the findings by formal resolution of the Commission and shall be filed with the City Council. A copy of the resolution shall be mailed to the applicant.

2. The decision of the Planning Commission shall be final and shall become effective ten (10) days after the adoption of the resolution by the Commission, subject to the filing of a timely appeal pursuant to Chapter 20.424.

**SECTION 35.** Title of Section 20.416.020 (Notice of Hearings) of Chapter 20.416 (Hearings) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.416.020 NOTICE OF APPLICATION FILING.

**SECTION 36.** Section 20.416.020 (Notice of Application Filing) of Chapter 20.416 (Hearings) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.416.020 NOTICE OF APPLICATION FILING.

A. *Notice of application filing.* The following development project application types shall post a project information sign on the project site, consistent with the requirements of subsection C below:

1. Changes of Zone as identified in § 20.404.020, when proposed as part of a development project;
2. Residential development projects comprised of five or more dwelling units;
3. Commercial or Industrial development projects containing 10,000 square feet or more of new building area;
4. Hotel development projects containing more than fifty (50) rooms;
5. Large-scale development projects, as determined by the Community Development Director.

B. *Posting of notice of application filing.* Notices shall be posted by the applicant on the project site in compliance with the following requirements.

1. *Fees.* The applicant shall be notified of required sign bonding fees and sign permit filing requirements. A cash deposit is required to ensure compliance with the supplemental notification requirements including maintenance and removal of the large notification sign. The project application shall not be deemed complete until the noticing sign(s) are installed and the required cash deposit has been made.

2. Sign criteria. The following standards shall apply to public noticing signage.

- a. *Sign size and specification.* Noticing sign(s) shall be four feet by eight feet in size and be constructed to the specifications determined by the Planning

Division. The specific project information text on the sign shall be provided by the Planning Division.

b. *Location.* At least one (1) noticing sign shall be posted on each street frontage of the project site at a location that maximizes its visibility to pedestrians and motorists passing by the project site.

c. *Timing.* Notices shall be posted within sixty (60) days of filing a development application, or within thirty (30) days of receipt of notice that the application requires a public hearing. Projects shall not be scheduled for a hearing until all noticing sign(s) are installed by the applicant at the project site in accordance with the above criteria. Once the project application is deemed complete and all noticing sign(s) installed per city standards, the project will be scheduled for a hearing.

d. *Sign removal and maintenance.* Noticing sign(s) shall be kept adequately maintained and remain in place until the final decision on the application has been made or the application has been withdrawn. Noticing sign(s) shall be removed by the applicant within thirty (30) days of the final decision or date of withdrawal. Failure to remove the sign(s) within the prescribed period may result in forfeiture of the cash deposit and removal of the sign by the city.”

C. *Notice of hearing.* Development projects that require a public hearing shall revise the project information sign on the project site to include the public hearing information at least ten (10) calendar days before the date set for such hearing, consistent with the requirements of subsection B above.

**SECTION 37.** Title of Section 20.416.030 (Conduct of Hearings) of Chapter 20.416 (Hearings) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.416.030 NOTICE OF HEARINGS.

**SECTION 38.** Section 20.416.030 (Notice of Hearings) of Chapter 20.416 (Hearings) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.416.030 NOTICE OF HEARINGS.

A. *Time.* Notice of each public hearing shall be given at least ten (10) calendar days before the date set for such hearing. (See: Cal. Gov't Code §§ 65090 and 65091).

B. *Content.* Each notice of public hearing shall include the following information: (See: Cal. Gov't Code § 65094).

1. Time and place of the hearing;
2. Who will conduct the hearing;
3. A general explanation of the matter to be considered, including the type and magnitude of any proposed changes in development or development regulations;
4. Identification of the property and the area affected;
5. Where further information can be obtained;
6. A statement of the right to appear and be heard.”

C. *Publication of notice.* When newspaper publication of a notice of public hearing is required, such notice shall be published at least once in a newspaper of general circulation which is published and circulated in the city, or in the area affected if the matter is a rezoning of a proposed annexation to the city. (See: Cal. Gov't Code §§ 65090 and 65091).

D. *Posting of notice.* The on-site posting of notices for discretionary applications that require a public hearing shall be posted on the project site at a location that maximizes its visibility to pedestrians and motorists passing by the project site.

E. *Notice to owners of property within five hundred (500) feet.*

1. Where a public hearing is required by this code, written notification of such hearing shall be provided to owners of property located within five hundred (500) feet of the subject property, and such notice shall be made by delivery by city employees or by first class mail to all persons, including businesses, corporations, or other public and private entities, shown on the last equalized assessment roll as owning real property which is located within five hundred (500) feet of the subject property. (See: Cal. Gov't Code §§ 65091(a)(3)).

2. If the matter to be considered is a legislative matter as identified in § 20.404.010, and the number of owners to whom notice would be sent pursuant to paragraph E.1 of this section is greater than one thousand (1,000), notice may be given, in lieu of the method described in paragraph E.1. of this section, by placing a display advertisement of at least one-eighth page in a newspaper of general circulation in the area affected.

F. *Notice to owners of adjacent property.* When notice of a public hearing is required to be given to owners of adjacent property, such notice shall be made by delivery by city employees or by first class mail to all persons, including businesses, corporations, or other public and private entities, shown on the last equalized assessment roll as owning real property which is adjacent to the property or zone boundary directly involved in the matter under consideration.

G. *Notice to persons requesting notice.* For all public hearings or zoning matters, in addition to other notices, notice shall be given by first class mail to any

person who has filed a written request therefor with the Commission. Such a request shall be effective for the balance of the calendar year in which the request is submitted. A reasonable fee for this service may be established by the City Council for the purpose of recovering the cost thereof. (See: Cal. Gov't Code § 65092).

H. *Responsibility for giving notice.* The officers responsible for giving required notices of public hearings shall be as follows:

1. Notices of Director meetings and hearings shall be given by the Director.
2. Notices of Planning Commission hearings shall be given by the Commission secretary.
3. Notices of City Council hearings shall be given by the City Clerk.

**SECTION 39.** Chapter 20.416 (Hearings) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to add a new Section 20.416.040 (Conduct of Hearings) to read as follows:

20.416.040 CONDUCT OF HEARINGS.

A. *Rules.*

1. The City Council, Planning Commission, and Director shall adopt and publish rules for the conduct of their respective hearings or meetings on zoning matters. (See: Cal. Gov't Code § 65804(a)).

2. When a city staff report exists concerning a zoning matter, such report shall, if possible, be made available to the public prior to any subsequent public hearing on the matter and shall be presented and made a part of the public record at the beginning of any such hearing. (See: Cal. Gov't Code § 65804(c), (d)).

B. *Continuance.* Any hearing on a zoning matter may be continued from time to time and place to place, provided the time and place to which continued is announced prior to adjournment of the meeting from which continued. (See: Cal. Gov't Code § 65095).

C. *Record of hearing.* When a zoning matter is contested and a prior written request is made to the body conducting a hearing on the matter, a record of the hearing shall be made, and copies made available to any interested party at cost. A deposit may be required with such request. (See: Cal. Gov't Code § 65804(b)).

**SECTION 40. CEQA.** The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it enacts omnibus code amendments that will not have a significant effect on the environment. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 41. SEVERABILITY.**

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

**SECTION 42. EFFECTIVE DATE.**

This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

**SECTION 43. CERTIFICATION.**

The City Clerk shall certify to the passage of this Ordinance.

**PASSED, APPROVED, AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Blair Stewart  
Mayor

ATTEST:

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Victoria Popescu  
City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 18<sup>th</sup> day of November, 2025, and was finally passed at a regular meeting of the City Council of the City of Brea on the 2<sup>nd</sup> day of December, 2025, by the following vote:

AYES:                      COUNCIL MEMBERS:

NOES:                      COUNCIL MEMBERS:

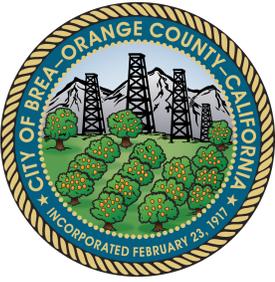
ABSENT:                      COUNCIL MEMBERS:

ABSTAINED:                      COUNCIL MEMBERS:

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

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City Clerk



# CITY *of* BREA

**City Council Regular Meeting  
Communication  
December 2, 2025  
Item No. 6J.**

## **City Disbursement Registers for November 14 and November 21, 2025**

<b>TO</b>	<b>PREPARED BY</b>
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
<b>DEPARTMENT HEAD APPROVAL</b>	<b>CITY MANAGER APPROVAL</b>
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends the City Council take the following action:

1. Receive and file the City Disbursement Registers.

### **Attachments**

[City Disbursement Register 11.14.25.pdf](#)

[City Disbursement Register 11.21.25.pdf](#)

# City Disbursement Register

Between Nov 10, 2025 12:00 AM and Nov 14, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
199451	5.11 TACTICAL	11/14/2025	33798	110212111	CSI TACTICAL	\$258.60
<b>5.11 TACTICAL</b>						<b>Total Check Amount:</b>
						<b>\$258.60</b>
199452	ADVANCED ENTERTAINMENT TECHNOLOGY	11/14/2025	33800	110404542	TRACK SYSTEM MNT	\$2,752.51
<b>ADVANCED ENTERTAINMENT TECHNOLOGY</b>						<b>Total Check Amount:</b>
						<b>\$2,752.51</b>
199453	AGILE OCCUPATIONAL MEDICINE PC	11/14/2025	32405	110141481	HR MED SVCS OCT25	\$120.00
<b>AGILE OCCUPATIONAL MEDICINE PC</b>						<b>Total Check Amount:</b>
						<b>\$120.00</b>
199454	ALLPROMOTION	11/14/2025	33603	110212111	UNIFORM	\$51.72
<b>ALLPROMOTION</b>						<b>Total Check Amount:</b>
						<b>\$51.72</b>
199455	ARDURRA GROUP, INC.	11/14/2025	29147	510707609	PROF SVCS SEPT25	\$3,577.00
<b>ARDURRA GROUP, INC.</b>						<b>Total Check Amount:</b>
						<b>\$3,577.00</b>
199456	AT&T CALNET	11/14/2025	20391	475141471	CALNET OCTOBER 2025	\$6,599.14
		11/14/2025	20391	420515131	CALNET OCTOBER 2025	\$286.37
		11/14/2025	20391	360515145	CALNET OCTOBER 2025	\$61.27
		11/14/2025	20391	360515147	CALNET OCTOBER 2025	\$32.66
<b>AT&amp;T CALNET</b>						<b>Total Check Amount:</b>
						<b>\$6,979.44</b>
199457	BADGER METER, INC	11/14/2025	33256	420515131	METERS	\$6,692.35
<b>BADGER METER, INC</b>						<b>Total Check Amount:</b>
						<b>\$6,692.35</b>
199458	BUDILO CONSTRUCTION INC	11/14/2025	33593	420515131	CLA VALVE MAINT	\$4,586.96
<b>BUDILO CONSTRUCTION INC</b>						<b>Total Check Amount:</b>
						<b>\$4,586.96</b>
199459	CALIF BUILDING STANDARDS COMMISSION	11/14/2025	20578	110	GRN BLDG FEE 25/26 Q1	\$3,224.00
		11/14/2025	20578	110000000	GBF 10% 25/26 Q1	(\$322.40)
<b>CALIF BUILDING STANDARDS COMMISSION</b>						<b>Total Check Amount:</b>
						<b>\$2,901.60</b>
199460	CHARTER COMMUNICATIONS	11/14/2025	33795	110404311	INTRNET/VCE OCT-NOV25	\$126.25
<b>CHARTER COMMUNICATIONS</b>						<b>Total Check Amount:</b>
						<b>\$126.25</b>
199461	CINTAS	11/14/2025	24347	110404211	FIRST AID RESTOCK BCC	\$126.95
<b>CINTAS</b>						<b>Total Check Amount:</b>
						<b>\$126.95</b>
199462	KACEY COSTA	11/14/2025	33796	110404521	ZUMBA OCT 2025	\$40.00
		11/14/2025	33796	110404521	ZUMBA NOV 2025	\$40.00
<b>KACEY COSTA</b>						<b>Total Check Amount:</b>
						<b>\$80.00</b>
199463	COUNTY OF ORANGE	11/14/2025	4799	410515132	25/26 NPDES FEES	\$4,746.78
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount:</b>
						<b>\$4,746.78</b>
199464	COUNTY OF ORANGE	11/14/2025	4799	172212133	800HZBACKBONE 2526 Q2	\$49,261.72
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount:</b>
						<b>\$49,261.72</b>
199465	CRASH CHAMPIONS-BREA	11/14/2025	31635	480515161	ACCIDENT REPAIR	\$1,300.49
<b>CRASH CHAMPIONS-BREA</b>						<b>Total Check Amount:</b>
						<b>\$1,300.49</b>
199466	D.S. CUSTOM LINENS, INC	11/14/2025	31417	110141441	GAS SURCHARGE OCT25	\$26.00
		11/14/2025	31417	110141441	LINEN CLEANING	\$534.85
<b>D.S. CUSTOM LINENS, INC</b>						<b>Total Check Amount:</b>
						<b>\$560.85</b>

# City Disbursement Register

Between Nov 10, 2025 12:00 AM and Nov 14, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
199467	DE NOVO PLANNING GROUP	11/14/2025	32750	120323231	PROF SVCS THRU 10/1	\$79,873.11
					<b>DE NOVO PLANNING GROUP</b>	<b>Total Check Amount:</b>
						<b>\$79,873.11</b>
199468	DEPARTMENT OF CONSERVATION	11/14/2025	2278	110	STRNGMTN FEE 25/26 Q1	\$7,783.04
		11/14/2025	2278	110000000	SM FEES 5% 25/26 Q1	(\$389.15)
					<b>DEPARTMENT OF CONSERVATION</b>	<b>Total Check Amount:</b>
						<b>\$7,393.89</b>
199469	DEPARTMENT OF TRANSPORTATION	11/14/2025	13722	510707251	COOPAGRMNT 0771 SEP25	\$1,404.80
		11/14/2025	13722	510707306	COOPAGRMNT 0852	\$9,163.96
		11/14/2025	13722	110515121	SGNL/LGHTNG JUL-SEP25	\$19,317.12
					<b>DEPARTMENT OF TRANSPORTATION</b>	<b>Total Check Amount:</b>
						<b>\$29,885.88</b>
199470	SOUTHERN CALIFORNIA EDISON	11/14/2025	3343	110515125	ELECTRICITY OCT 2025	\$8,698.99
		11/14/2025	3343	420515131	ELECTRICITY OCT 2025	\$6,484.96
		11/14/2025	3343	490515151	ELECTRICITY OCT 2025	\$35,496.04
		11/14/2025	3343	110515121	ELECTRICITY OCT 2025	\$24,800.95
		11/14/2025	3343	430515123	ELECTRICITY OCT 2025	(\$32.30)
					<b>SOUTHERN CALIFORNIA EDISON</b>	<b>Total Check Amount:</b>
						<b>\$75,448.64</b>
199471	EMERGENCY AMBULANCE SERVICE	11/14/2025	7757	174222225	BACKUP AMB SVCS OCT25	\$6,500.00
					<b>EMERGENCY AMBULANCE SERVICE</b>	<b>Total Check Amount:</b>
						<b>\$6,500.00</b>
199472	FIREPENNY	11/14/2025	33794	542	NOZZLES	(\$483.67)
		11/14/2025	33794	542222221	NOZZLES	\$6,724.60
					<b>FIREPENNY</b>	<b>Total Check Amount:</b>
						<b>\$6,240.93</b>
199473	FOOTHILL COMMUNICATIONS, INC.	11/14/2025	33627	172222221	BK RADIO EQUIPMENT	\$72,796.98
		11/14/2025	33627	172222221	SHIPPING	\$150.00
					<b>FOOTHILL COMMUNICATIONS, INC.</b>	<b>Total Check Amount:</b>
						<b>\$72,946.98</b>
199474	GOLDEN BELL PRODUCTS, INC.	11/14/2025	1411	430515123	DEGREASER	\$1,090.97
		11/14/2025	1411	430515123	MANHOLE SPRAYING	\$3,456.00
					<b>GOLDEN BELL PRODUCTS, INC.</b>	<b>Total Check Amount:</b>
						<b>\$4,546.97</b>
199475	HOLLYDALE MOBILE ESTATES	11/14/2025	29393	270323218	SENIOR SUBSIDY NOV25	\$254.00
					<b>HOLLYDALE MOBILE ESTATES</b>	<b>Total Check Amount:</b>
						<b>\$254.00</b>
199476	IMPERIAL CAR WASH	11/14/2025	30976	480515161	CARWASH OCT 2025	\$16.99
					<b>IMPERIAL CAR WASH</b>	<b>Total Check Amount:</b>
						<b>\$16.99</b>
199477	INFINITY TECHNOLOGIES	11/14/2025	33664	475141471	25/26 ENDPNT SCRTY SW	\$12,905.00
					<b>INFINITY TECHNOLOGIES</b>	<b>Total Check Amount:</b>
						<b>\$12,905.00</b>
199478	JAY'S CATERING	11/14/2025	32129	960000000	OCCMA HOLIDAY LUNCHN	\$15,371.37
					<b>JAY'S CATERING</b>	<b>Total Check Amount:</b>
						<b>\$15,371.37</b>
199479	LAUREN YOUNG KYUNG KIM	11/14/2025	33596	110404215	ZUMBA	\$30.00
					<b>LAUREN YOUNG KYUNG KIM</b>	<b>Total Check Amount:</b>
						<b>\$30.00</b>
199480	LAKE PARK BREA LP	11/14/2025	5289	270323218	SENIOR SUBSIDY NOV25	\$508.00
					<b>LAKE PARK BREA LP</b>	<b>Total Check Amount:</b>
						<b>\$508.00</b>

# City Disbursement Register

Between Nov 10, 2025 12:00 AM and Nov 14, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
199481	ORANGE COUNTY SANDBAGGER	11/14/2025	31533	410515124	SAND BAGS	\$4,245.35	
					<b>ORANGE COUNTY SANDBAGGER</b>	<b>Total Check Amount:</b>	<b>\$4,245.35</b>
199482	ORANGE VILLA SENIOR APARTMENTS	11/14/2025	29394	270323218	SENIOR SUBSIDY NOV25	\$254.00	
					<b>ORANGE VILLA SENIOR APARTMENTS</b>	<b>Total Check Amount:</b>	<b>\$254.00</b>
199483	ORIGINAL EQUIPMENT AUTO SUPPLY	11/14/2025	32413	480515161	BRAKE PADS	\$94.92	
		11/14/2025	32413	480515161	WHEEL NUTS	\$22.19	
		11/14/2025	32413	480515161	BELT	\$36.07	
		11/14/2025	32413	480515161	BRAKE PARTS	\$209.12	
					<b>ORIGINAL EQUIPMENT AUTO SUPPLY</b>	<b>Total Check Amount:</b>	<b>\$362.30</b>
199484	PERFORMANCE PIPELINE TECHNOLOGIES	11/14/2025	32450	430	SEWER CLEAN 1014-1015	\$13,875.00	
					<b>PERFORMANCE PIPELINE TECHNOLOGIES</b>	<b>Total Check Amount:</b>	<b>\$13,875.00</b>
199485	PUENTE HILLS FORD	11/14/2025	25742	480515161	VALVES	\$152.64	
		11/14/2025	25742	480515161	VALVE	\$101.76	
		11/14/2025	25742	480515161	HOSE	\$90.54	
					<b>PUENTE HILLS FORD</b>	<b>Total Check Amount:</b>	<b>\$344.94</b>
199486	HOLLI RABISHAW	11/14/2025	33797	110404215	YOGA	\$60.00	
					<b>HOLLI RABISHAW</b>	<b>Total Check Amount:</b>	<b>\$60.00</b>
199487	RENEWELL FLEET SERVICE LLC	11/14/2025	33096	480515161	CAB LATCH	\$2,373.91	
					<b>RENEWELL FLEET SERVICE LLC</b>	<b>Total Check Amount:</b>	<b>\$2,373.91</b>
199488	SCHOOL NEWS ROLL CALL, LLC	11/14/2025	32850	110404421	BOUSD NEWSLETTER ADS	\$378.00	
					<b>SCHOOL NEWS ROLL CALL, LLC</b>	<b>Total Check Amount:</b>	<b>\$378.00</b>
199489	SHARP ELECTRONICS CORPORATION	11/14/2025	33647	110141441	PRINT CHGS JUL-SEPT25	\$2,622.45	
					<b>SHARP ELECTRONICS CORPORATION</b>	<b>Total Check Amount:</b>	<b>\$2,622.45</b>
199490	THOMAS SHULTS	11/14/2025	33799	174000000	AMBULANCE SVCS REFUND	\$113.85	
					<b>THOMAS SHULTS</b>	<b>Total Check Amount:</b>	<b>\$113.85</b>
199491	SOUTH COAST AIR QUALITY MGMT DIST	11/14/2025	10871	480515161	194692 EMISSIONS FEES	\$170.94	
		11/14/2025	10871	480515161	194693 EMISSIONS FEES	\$170.94	
		11/14/2025	10871	480515161	194692 RENEWAL FEES	\$565.63	
		11/14/2025	10871	480515161	194693 RENEWAL FEES	\$565.63	
					<b>SOUTH COAST AIR QUALITY MGMT DIST</b>	<b>Total Check Amount:</b>	<b>\$1,473.14</b>
199492	THE 714 MARKET	11/14/2025	33778	840000000	PLN-2025-00043 REFUND	\$158.00	
		11/14/2025	33778	110000000	PLN-2025-00043 REFUND	(\$0.04)	
		11/14/2025	33778	84032323E	PLN-2025-00043 REFUND	\$0.04	
					<b>THE 714 MARKET</b>	<b>Total Check Amount:</b>	<b>\$158.00</b>
199493	TS GOVERNMENT SOLUTIONS, LLC	11/14/2025	28596	490515151	QTRLY PREVMNT CCC OCT	\$349.00	
		11/14/2025	28596	110404215	LIFE FITNESS EQPT	\$410.10	

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199493	TS GOVERNMENT SOLUTIONS, LLC	11/14/2025	28596	110404215	QTRLY PREVMNT BCC OCT	\$1,295.00
<b>TS GOVERNMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$2,054.10</b>
199494	UC REGENTS	11/14/2025	30461	110212121	NON-ACUTE EXAM 10/13	\$875.00
<b>UC REGENTS</b>					<b>Total Check Amount:</b>	<b>\$875.00</b>
199495	UNIFIRST CORPORATION	11/14/2025	27988	110212131	PD LNDRY SVC 10/20/25	\$24.88
		11/14/2025	27988	110212131	PD LNDRY SVC 10/27/25	\$24.88
		11/14/2025	27988	110212131	PD LNDRY SVC 10/13/25	\$24.88
		11/14/2025	27988	110212131	PD LNDRY SVCS 10/6/25	\$24.88
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$99.52</b>
199496	UNIFIRST CORPORATION	11/14/2025	27988	110515121	UNIFORM SVCS OCT 2025	\$17.22
		11/14/2025	27988	110515144	UNIFORM SVCS OCT 2025	\$57.91
		11/14/2025	27988	110515141	UNIFORM SVCS OCT 2025	\$22.46
		11/14/2025	27988	110515148	UNIFORM SVCS OCT 2025	\$19.15
		11/14/2025	27988	430515123	UNIFORM SVCS OCT 2025	\$44.97
		11/14/2025	27988	110515125	UNIFORM SVCS OCT 2025	\$4.93
		11/14/2025	27988	110515143	UNIFORM SVCS OCT 2025	\$7.41
		11/14/2025	27988	360515145	UNIFORM SVCS OCT 2025	\$5.52
		11/14/2025	27988	361515148	UNIFORM SVCS OCT 2025	\$19.15
		11/14/2025	27988	480515161	UNIFORM SVCS OCT 2025	\$33.18
		11/14/2025	27988	420515131	UNIFORM SVCS OCT 2025	\$111.42
		11/14/2025	27988	440515126	UNIFORM SVCS OCT 2025	\$2.85
		11/14/2025	27988	490515151	UNIFORM SVCS OCT 2025	\$106.48
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$452.65</b>
199497	VERIZON CONNECT NWF, INC.	11/14/2025	25293	480515161	PW GPS SVC OCT 2025	\$1,101.12
<b>VERIZON CONNECT NWF, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,101.12</b>
199498	HAILEY VILLA	11/14/2025	33749	110404215	BODYPUMP	\$30.00
<b>HAILEY VILLA</b>					<b>Total Check Amount:</b>	<b>\$30.00</b>
199499	XEROX CORPORATION	11/14/2025	3349	110141441	B91 FIERY OCT25	\$203.73
		11/14/2025	3349	110141441	VR280STND OCT25	\$478.41
		11/14/2025	3349	110141441	UDIRECTS MNT OCT25	\$169.94
		11/14/2025	3349	110141441	PRINT CHGS 9/22-10/22	\$45.16
		11/14/2025	3349	110141441	PRIMELINK 9/22-10/22	\$1,318.85
<b>XEROX CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$2,216.09</b>
					<b>Check Subtotal</b>	<b>\$429,134.40</b>
V61011	AFLAC-ACCOUNT #EZA73	11/14/2025	22923	110	ACC/CANCER INS OCT25	\$882.62
<b>AFLAC-ACCOUNT #EZA73</b>					<b>Total Check Amount:</b>	<b>\$882.62</b>
V61012	ANNA CHAVEZ AGUSTIN	11/14/2025	31862	110404215	ZUMBA	\$576.00

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<b>ANNA CHAVEZ AGUSTIN</b>						<b>Total Check Amount: \$576.00</b>
V61013	LARRY ALANIS	11/14/2025	32661	110404424	UMPIRE FEES 11/3/25	\$111.00
<b>LARRY ALANIS</b>						<b>Total Check Amount: \$111.00</b>
V61014	JUDY ALLEN	11/14/2025	20447	110404215	PERSONAL TRAINER	\$250.20
		11/14/2025	20447	110404215	BODYPUMP/MAT PILATES	\$640.00
<b>JUDY ALLEN</b>						<b>Total Check Amount: \$890.20</b>
V61015	ALLIANT INSURANCES SVCS	11/14/2025	13785	950000000	ILJAO 25/26 SLIP	\$16,875.07
<b>ALLIANT INSURANCES SVCS</b>						<b>Total Check Amount: \$16,875.07</b>
V61016	ALTA LANGUAGE SERVICES, INC	11/14/2025	25953	110141481	BILNGL TEST OCT25	\$174.00
<b>ALTA LANGUAGE SERVICES, INC</b>						<b>Total Check Amount: \$174.00</b>
V61017	ARC IMAGING RESOURCES	11/14/2025	23273	110404211	PLOTTER PAPER	\$761.79
<b>ARC IMAGING RESOURCES</b>						<b>Total Check Amount: \$761.79</b>
V61018	ASBURY ENVIRONMENTAL SERVICES	11/14/2025	9144	480515161	OIL DISPOSAL	\$153.00
<b>ASBURY ENVIRONMENTAL SERVICES</b>						<b>Total Check Amount: \$153.00</b>
V61019	ROBYN BAKER	11/14/2025	32891	110404215	CYCLE	\$96.00
		11/14/2025	32891	110404215	PERSONAL TRAINER	\$1,837.20
<b>ROBYN BAKER</b>						<b>Total Check Amount: \$1,933.20</b>
V61020	BEST LAWN MOWER SERVICE	11/14/2025	16230	480515161	OIL	\$63.02
		11/14/2025	16230	480515161	PRIMER BULB	\$59.76
<b>BEST LAWN MOWER SERVICE</b>						<b>Total Check Amount: \$122.78</b>
V61021	DANIELLE BOAL	11/14/2025	33779	174222222	REIMB-NSO INSURANCE	\$105.00
<b>DANIELLE BOAL</b>						<b>Total Check Amount: \$105.00</b>
V61022	C. WELLS PIPELINE MATERIALS INC	11/14/2025	13055	420515131	PLUMBING SUPPLIES	\$1,357.65
<b>C. WELLS PIPELINE MATERIALS INC</b>						<b>Total Check Amount: \$1,357.65</b>
V61023	MARIA ELENA CABRERA	11/14/2025	32813	110404215	ZUMBA	\$224.00
<b>MARIA ELENA CABRERA</b>						<b>Total Check Amount: \$224.00</b>
V61024	CALIFORNIA DOMESTIC WATER CO	11/14/2025	3388	420515131	WTR CONSUMPTION OCT25	\$408,593.85
<b>CALIFORNIA DOMESTIC WATER CO</b>						<b>Total Check Amount: \$408,593.85</b>
V61025	CALIFORNIA FORENSIC PHLEBOTOMY INC.	11/14/2025	4488	110212131	PHLEB SVCS OCT 2025	\$574.76
<b>CALIFORNIA FORENSIC PHLEBOTOMY INC.</b>						<b>Total Check Amount: \$574.76</b>
V61026	CANNINGS ACE HARDWARE	11/14/2025	15828	480515161	TAPE	\$37.05
<b>CANNINGS ACE HARDWARE</b>						<b>Total Check Amount: \$37.05</b>
V61027	THE CONNECTION CORPORATION	11/14/2025	31669	110404523	COUNSELNG SVCS OCT25	\$3,600.00
<b>THE CONNECTION CORPORATION</b>						<b>Total Check Amount: \$3,600.00</b>
V61028	DIEGO MIGUEL CORONEL	11/14/2025	33653	110404215	CIRCUIT TRNG	\$160.00
		11/14/2025	33653	110404215	PERSONAL TRAINER	\$585.00
<b>DIEGO MIGUEL CORONEL</b>						<b>Total Check Amount: \$745.00</b>

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V61029	DENALYN DAVID	11/14/2025	31642	110404215	YOGA	\$320.00	
<b>DENALYN DAVID</b>						<b>Total Check Amount:</b>	<b>\$320.00</b>
V61030	MYRA DUVALL	11/14/2025	18083	110404215	YOGA	\$192.00	
<b>MYRA DUVALL</b>						<b>Total Check Amount:</b>	<b>\$192.00</b>
V61031	ECONOLITE SYSTEMS, INC.	11/14/2025	27147	110515121	ST LIGHT POLE INSTALL	\$1,746.35	
<b>ECONOLITE SYSTEMS, INC.</b>						<b>Total Check Amount:</b>	<b>\$1,746.35</b>
V61032	ELLIOT AUTO SUPPLY CO., INC.	11/14/2025	3504	480515161	WIPERS	\$143.20	
<b>ELLIOT AUTO SUPPLY CO., INC.</b>						<b>Total Check Amount:</b>	<b>\$143.20</b>
V61033	EQUIPMENT DIRECT INC	11/14/2025	4522	430515123	RAIN GEAR	\$282.52	
		11/14/2025	4522	480515161	GLOVES	\$170.89	
<b>EQUIPMENT DIRECT INC</b>						<b>Total Check Amount:</b>	<b>\$453.41</b>
V61034	ALYSSA RAE FELIPE	11/14/2025	32809	110404215	PERSONAL TRAINER	\$774.00	
		11/14/2025	32809	110404215	TRX	\$288.00	
<b>ALYSSA RAE FELIPE</b>						<b>Total Check Amount:</b>	<b>\$1,062.00</b>
V61035	FLEET SERVICES	11/14/2025	5658	480515161	VALVE	\$24.35	
		11/14/2025	5658	480515161	VALVES	\$569.05	
<b>FLEET SERVICES</b>						<b>Total Check Amount:</b>	<b>\$593.40</b>
V61036	FLEMING ENVIRONMENTAL, INC.	11/14/2025	18487	480515161	TANK TESTING	\$1,860.00	
<b>FLEMING ENVIRONMENTAL, INC.</b>						<b>Total Check Amount:</b>	<b>\$1,860.00</b>
V61037	GALE SUPPLY COMPANY	11/14/2025	21090	490515151	JANITORIAL SUPPLIES	\$169.17	
<b>GALE SUPPLY COMPANY</b>						<b>Total Check Amount:</b>	<b>\$169.17</b>
V61038	DESTINY ANGEL GARCIA	11/14/2025	32045	440515122	MILEAGE OCTOBER 2025	\$35.70	
<b>DESTINY ANGEL GARCIA</b>						<b>Total Check Amount:</b>	<b>\$35.70</b>
V61039	MELISSA GIFFORD	11/14/2025	10645	110404215	TRX	\$288.00	
<b>MELISSA GIFFORD</b>						<b>Total Check Amount:</b>	<b>\$288.00</b>
V61040	GLASBY MAINTENANCE SUPPLY CO	11/14/2025	6802	490515151	BUCKET WIPES	\$121.22	
<b>GLASBY MAINTENANCE SUPPLY CO</b>						<b>Total Check Amount:</b>	<b>\$121.22</b>
V61041	KRISTIN MICHELLE GRIFFITH	11/14/2025	32046	110111111	TRAINING REIMB	\$200.65	
		11/14/2025	32046	110111143	TRAINING REIMB	\$127.10	
<b>KRISTIN MICHELLE GRIFFITH</b>						<b>Total Check Amount:</b>	<b>\$327.75</b>
V61042	GABRIEL HANNAH	11/14/2025	17533	110404424	UMPIRE FEES 11/3/25	\$111.00	
<b>GABRIEL HANNAH</b>						<b>Total Check Amount:</b>	<b>\$111.00</b>
V61043	INLAND ROUNDBALL OFFICIALS INC.	11/14/2025	31906	110404424	REFEREE FEE 11/2-11/4	\$1,200.00	
<b>INLAND ROUNDBALL OFFICIALS INC.</b>						<b>Total Check Amount:</b>	<b>\$1,200.00</b>
V61044	INTERWEST CONSULTING GROUP, INC.	11/14/2025	28473	510707626	SEWER&WTR/CIP SEPT25	\$1,575.00	
<b>INTERWEST CONSULTING GROUP, INC.</b>						<b>Total Check Amount:</b>	<b>\$1,575.00</b>
V61045	SARA JACKSON	11/14/2025	31840	110404215	BODYPUMP	\$576.00	
<b>SARA JACKSON</b>						<b>Total Check Amount:</b>	<b>\$576.00</b>

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V61046	JACKSON'S AUTO SUPPLY/NAPA	11/14/2025	32626	490515151	HVAC BELTS	\$21.05
		11/14/2025	32626	480515161	AUTO SUPPLIES OCT25	\$2,773.47
		11/14/2025	32626	480515161	SEPT2025 ADJ	\$0.00
<b>JACKSON'S AUTO SUPPLY/NAPA</b>					<b>Total Check Amount:</b>	<b>\$2,794.52</b>
V61047	PAMELA JOHNSTON	11/14/2025	28025	110404215	FUNC STR/HIIT/SS/ZMBA	\$800.00
<b>PAMELA JOHNSTON</b>					<b>Total Check Amount:</b>	<b>\$800.00</b>
V61048	KRISTI L KANEL	11/14/2025	22868	110404215	SILVER SNKRS/ZUMBA	\$416.00
<b>KRISTI L KANEL</b>					<b>Total Check Amount:</b>	<b>\$416.00</b>
V61049	PAMELA KIM	11/14/2025	33544	110404215	YOGA	\$120.00
<b>PAMELA KIM</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>
V61050	L.N. CURTIS & SONS	11/14/2025	1053	110222221	UNIFORMS	\$2,130.25
		11/14/2025	1053	174222225	UNIFORMS	\$2,071.80
<b>L.N. CURTIS &amp; SONS</b>					<b>Total Check Amount:</b>	<b>\$4,202.05</b>
V61051	DOLLY LAI	11/14/2025	18084	110404215	YOGA	\$64.00
<b>DOLLY LAI</b>					<b>Total Check Amount:</b>	<b>\$64.00</b>
V61052	BERRY LIANG	11/14/2025	25640	110404215	CYCLE	\$160.00
		11/14/2025	25640	110404215	PERSONAL TRAINER	\$286.50
<b>BERRY LIANG</b>					<b>Total Check Amount:</b>	<b>\$446.50</b>
V61053	LIFE-ASSIST, INC.	11/14/2025	10530	174222222	PM SUPPLIES FS2	\$312.26
<b>LIFE-ASSIST, INC.</b>					<b>Total Check Amount:</b>	<b>\$312.26</b>
V61054	TANYA LOSCUTOFF	11/14/2025	22092	110404215	PERSONAL TRAINER	\$978.00
		11/14/2025	22092	110404215	SUPER SCULPT	\$96.00
<b>TANYA LOSCUTOFF</b>					<b>Total Check Amount:</b>	<b>\$1,074.00</b>
V61055	STEVEN MACIAS	11/14/2025	30457	110212111	ICI SEXUAL ASSAULT	\$494.50
<b>STEVEN MACIAS</b>					<b>Total Check Amount:</b>	<b>\$494.50</b>
V61056	ANDREA MCGRANAHAN	11/14/2025	26046	110404215	BRE/CYC/LWIMP/S&S/TRX	\$1,216.00
<b>ANDREA MCGRANAHAN</b>					<b>Total Check Amount:</b>	<b>\$1,216.00</b>
V61057	MICHAEL BAKER INTERNATIONAL, INC.	11/14/2025	31634	84032323E	AMAZON EIR 9/28/25	\$8,558.24
<b>MICHAEL BAKER INTERNATIONAL, INC.</b>					<b>Total Check Amount:</b>	<b>\$8,558.24</b>
V61058	CAITLIN MOHNEY	11/14/2025	29108	110404521	YOGA OCTOBER 2025	\$120.00
<b>CAITLIN MOHNEY</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>
V61059	JENNIFER MONZON-SCROFINI	11/14/2025	20158	110404215	FUNC STRENGTH/HIIT	\$256.00
<b>JENNIFER MONZON-SCROFINI</b>					<b>Total Check Amount:</b>	<b>\$256.00</b>
V61060	NATASHA MOORE	11/14/2025	10711	110404215	BODYPUMP	\$224.00
<b>NATASHA MOORE</b>					<b>Total Check Amount:</b>	<b>\$224.00</b>
V61061	MOTOROLA SOLUTIONS, INC.	11/14/2025	22012	173212141	BWC PARTS/REPAIRS	\$3,491.10
<b>MOTOROLA SOLUTIONS, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,491.10</b>
V61062	IRACEMA PERDOMO	11/14/2025	14135	110404215	CYCLE	\$96.00

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<b>IRACEMA PERDOMO</b>						<b>Total Check Amount: \$96.00</b>
V61063	PRADO FAMILY SHOOTING RANGE	11/14/2025	14276	110212131	RANGE FEES 10/27-30	\$1,700.00
<b>PRADO FAMILY SHOOTING RANGE</b>						<b>Total Check Amount: \$1,700.00</b>
V61064	QUINN COMPANY	11/14/2025	12380	480515161	FILTER	\$113.19
		11/14/2025	12380	480515161	ENGINE OIL FILTER	\$312.74
		11/14/2025	12380	480515161	CREDIT	(\$118.05)
<b>QUINN COMPANY</b>						<b>Total Check Amount: \$307.88</b>
V61065	ROLLINS, INC DBA ORKIN, LLC.	11/14/2025	30616	110515141	PEST CONTROL OCT 2025	\$239.40
		11/14/2025	30616	110515125	PEST CONTROL OCT 2025	\$339.15
		11/14/2025	30616	420515131	PEST CONTROL OCT 2025	\$179.55
		11/14/2025	30616	490515151	PEST CONTROL OCT 2025	\$1,236.90
<b>ROLLINS, INC DBA ORKIN, LLC.</b>						<b>Total Check Amount: \$1,995.00</b>
V61066	SC FUELS	11/14/2025	16654	480515161	CLR DIESEL 1377.1GALS	\$5,799.95
		11/14/2025	16654	480515161	UNL ETH 3997.3 GALS	\$16,717.44
<b>SC FUELS</b>						<b>Total Check Amount: \$22,517.39</b>
V61067	CYNTHIA MARGARET SCHWARTZ	11/14/2025	32371	110404521	ZUMBA GOLD SEPT 2025	\$40.00
		11/14/2025	32371	110404521	ZUMBA GOLD AUG 2025	\$40.00
<b>CYNTHIA MARGARET SCHWARTZ</b>						<b>Total Check Amount: \$80.00</b>
V61068	ISMAEL O SILVA	11/14/2025	24370	110404215	ZUMBA	\$160.00
<b>ISMAEL O SILVA</b>						<b>Total Check Amount: \$160.00</b>
V61069	SPECTRUM GAS PRODUCTS, INC.	11/14/2025	16060	174222225	OXYGEN RENTAL	\$57.00
		11/14/2025	16060	174222225	OXYGEN	\$267.40
<b>SPECTRUM GAS PRODUCTS, INC.</b>						<b>Total Check Amount: \$324.40</b>
V61070	STAR AUTO SERVICE	11/14/2025	20886	480515161	WHEEL ALIGNMENT #2314	\$321.27
<b>STAR AUTO SERVICE</b>						<b>Total Check Amount: \$321.27</b>
V61071	STATE INDUSTRIAL PRODUCTS	11/14/2025	8572	110222223	LAUNDRY DETERGENT	\$360.44
<b>STATE INDUSTRIAL PRODUCTS</b>						<b>Total Check Amount: \$360.44</b>
V61072	STEVE A. FILARSKY, ATTORNEY-AT-LAW	11/14/2025	31186	110141481	PROF LEGAL SVCS OCT25	\$15,944.96
<b>STEVE A. FILARSKY, ATTORNEY-AT-LAW</b>						<b>Total Check Amount: \$15,944.96</b>
V61073	WEDNESDAY STEVENSON	11/14/2025	32549	110404215	YOGA/SOUND BATH	\$342.00
<b>WEDNESDAY STEVENSON</b>						<b>Total Check Amount: \$342.00</b>
V61074	THOMSON REUTERS - WEST	11/14/2025	22020	110212121	CLR LAW ENF+ENT OCT25	\$661.79
<b>THOMSON REUTERS - WEST</b>						<b>Total Check Amount: \$661.79</b>
V61075	LETICIA TRUJILLO	11/14/2025	22054	110404215	SILVERSNEAKERS	\$30.00
		11/14/2025	22054	110404521	ZUMBA GOLD OCT25	\$160.00
<b>LETICIA TRUJILLO</b>						<b>Total Check Amount: \$190.00</b>
V61076	EDEN TURNER	11/14/2025	21951	110404215	BODYPUMP	\$128.00
<b>EDEN TURNER</b>						<b>Total Check Amount: \$128.00</b>

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V61077	NATASHA UMRIGAR-MOLLA	11/14/2025	32097	110404215	ROLL & RELEASE/YOGA	\$256.00	
					<b>NATASHA UMRIGAR-MOLLA</b>	<b>Total Check Amount:</b>	<b>\$256.00</b>
V61078	UNITED PUMPING SERVICE, INC.	11/14/2025	16388	430515123	SEWER MAINT	\$1,338.00	
					<b>UNITED PUMPING SERVICE, INC.</b>	<b>Total Check Amount:</b>	<b>\$1,338.00</b>
V61079	UNITED ROTARY BRUSH CORPORATION	11/14/2025	16649	480515161	SWEEPER BROOMS	\$355.92	
					<b>UNITED ROTARY BRUSH CORPORATION</b>	<b>Total Check Amount:</b>	<b>\$355.92</b>
V61080	URBAN HABITAT	11/14/2025	32833	510707978	AROV MOD PP#16 AUG25	\$518,911.64	
					<b>URBAN HABITAT</b>	<b>Total Check Amount:</b>	<b>\$518,911.64</b>
V61081	US BANK XX0338 CITY MGR	11/14/2025	24704	110	CALCARD-MGMTSV-102225	\$115.86	
		11/14/2025	24704	110111111	CALCARD-MGMTSV-102225	\$2,226.53	
					<b>US BANK XX0338 CITY MGR</b>	<b>Total Check Amount:</b>	<b>\$2,342.39</b>
V61082	US BANK XX0312 HR	11/14/2025	24776	110141481	CALCARDS-HR 102225	\$326.31	
					<b>US BANK XX0312 HR</b>	<b>Total Check Amount:</b>	<b>\$326.31</b>
V61085	US BANK XX0593 COMM SVC	11/14/2025	24777	110	CALCARDS-COMSV-102225	\$38.17	
		11/14/2025	24777	110	CALCARDS-S.TAX 102225	(\$59.41)	
		11/14/2025	24777	110404154	CALCARDS-COMSV-102225	\$175.98	
		11/14/2025	24777	110404211	CALCARDS-COMSV-102225	\$772.86	
		11/14/2025	24777	110404523	CALCARDS-COMSV-102225	\$28.02	
		11/14/2025	24777	110404421	CALCARDS-COMSV-102225	\$329.75	
		11/14/2025	24777	110404542	CALCARDS-COMSV-102225	\$4,510.07	
		11/14/2025	24777	110404542	CALCARDS-S.TAX 102225	\$9.69	
		11/14/2025	24777	181404250	CALCARDS-COMSV-102225	\$1,066.68	
		11/14/2025	24777	110141441	CALCARDS-COMSV-102225	\$53.88	
		11/14/2025	24777	110404215	CALCARDS-COMSV-102225	\$580.51	
		11/14/2025	24777	110404425	CALCARDS-COMSV-102225	\$356.82	
		11/14/2025	24777	110404429	CALCARDS-COMSV-102225	\$1,426.46	
		11/14/2025	24777	110404521	CALCARDS-COMSV-102225	\$2,362.61	
		11/14/2025	24777	110404541	CALCARDS-COMSV-102225	\$3,276.42	
		11/14/2025	24777	110404217	CALCARDS-COMSV-102225	\$932.39	
		11/14/2025	24777	110404311	CALCARDS-	\$2,181.60	

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V61085	US BANK XX0593 COMM SVC				COMSVC102225	
		11/14/2025	24777	110404311	CALCARDS-S.TAX 102225	\$49.72
<b>US BANK XX0593 COMM SVC</b>					<b>Total Check Amount:</b>	<b>\$18,092.22</b>
V61086	US BANK XX0502 COMM & MKTG	11/14/2025	24778	110111152	CALCARDS-COMMKT102225	\$808.87
		11/14/2025	24778	110111146	CALCARDS-COMMKT102225	\$30.00
		11/14/2025	24778	110111151	CALCARDS-COMMKT102225	\$27.29
<b>US BANK XX0502 COMM &amp; MKTG</b>					<b>Total Check Amount:</b>	<b>\$866.16</b>
V61087	US BANK XX0353 COMM DEV	11/14/2025	24779	110323231	CALCARD COMDEV 102225	\$293.66
		11/14/2025	24779	110323241	CALCARD COMDEV 102225	\$77.97
		11/14/2025	24779	110	CALCARD COMDEV 102225	\$108.85
		11/14/2025	24779	110323214	CALCARD COMDEV 102225	\$107.21
		11/14/2025	24779	110323212	CALCARD COMDEV 102225	\$125.01
<b>US BANK XX0353 COMM DEV</b>					<b>Total Check Amount:</b>	<b>\$712.70</b>
V61088	US BANK XX0270 ADMIN SVCS	11/14/2025	24781	110	CALCARDS-C.CLK 102225	\$59.96
		11/14/2025	24781	110141431	CALCARDS-C.CLK 102225	\$1,356.49
		11/14/2025	24781	110141411	CALCARDS-C.CLK 102225	\$712.72
		11/14/2025	24781	110111161	CALCARDS-C.CLK 102225	\$560.22
		11/14/2025	24781	110141441	CALCARDS-C.CLK 102225	\$985.00
		11/14/2025	24781	490515151	CALCARDS-C.CLK 102225	\$281.20
		11/14/2025	24781	960000000	CALCARDS-C.CLK 102225	\$2,088.99
<b>US BANK XX0270 ADMIN SVCS</b>					<b>Total Check Amount:</b>	<b>\$6,044.58</b>
V61089	US BANK XX0650 FIRE	11/14/2025	24782	110	CALCARDS-S.TAX 102225	(\$13.02)
		11/14/2025	24782	110222211	CALCARDS-FIRE 102225	\$717.42
		11/14/2025	24782	110222221	CALCARDS-S.TAX 102225	\$13.02
		11/14/2025	24782	174222225	CALCARDS-FIRE 102225	\$302.49
		11/14/2025	24782	174222222	CALCARDS-FIRE 102225	\$250.00
		11/14/2025	24782	110	CALCARDS-FIRE 102225	(\$180.12)
		11/14/2025	24782	110222221	CALCARDS-FIRE 102225	\$5,300.67
		11/14/2025	24782	110222223	CALCARDS-FIRE 102225	\$634.52
		11/14/2025	24782	110222231	CALCARDS-FIRE 102225	\$486.86
<b>US BANK XX0650 FIRE</b>					<b>Total Check Amount:</b>	<b>\$7,511.84</b>
V61090	US BANK XX0346 IT	11/14/2025	24783	110404154	CALCARDS-IT 102225	\$53.97
		11/14/2025	24783	110515125	CALCARDS-IT 102225	\$202.34
		11/14/2025	24783	460141474	CALCARDS-IT 102225	\$1,950.79
		11/14/2025	24783	110141481	CALCARDS-IT 102225	\$141.09
		11/14/2025	24783	110222223	CALCARDS-IT 102225	\$29.98

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V61090	US BANK XX0346 IT	11/14/2025	24783	280323215	CALCARDS-IT 102225	\$25.00
		11/14/2025	24783	475141471	CALCARDS-IT 102225	\$2,347.66
<b>US BANK XX0346 IT</b>					<b>Total Check Amount:</b>	<b>\$4,750.83</b>
V61092	US BANK XX0221 PW	11/14/2025	24784	110515125	CALCARDS-PW 102225	\$76.88
		11/14/2025	24784	110515143	CALCARDS-PW 102225	\$406.33
		11/14/2025	24784	410515132	CALCARDS-PW 102225	\$8.09
		11/14/2025	24784	110515141	CALCARDS-PW 102225	\$2,283.73
		11/14/2025	24784	360515145	CALCARDS-PW 102225	\$251.04
		11/14/2025	24784	480515161	CALCARDS-PW 102225	\$2,626.76
		11/14/2025	24784	110222221	CALCARDS-PW 102225	\$128.12
		11/14/2025	24784	430515123	CALCARDS-PW 102225	\$71.74
		11/14/2025	24784	110111143	CALCARDS-PW 102225	\$12.46
		11/14/2025	24784	110212121	CALCARDS-PW 102225	\$25.80
		11/14/2025	24784	110515121	CALCARDS-PW 102225	\$42.70
		11/14/2025	24784	420515131	CALCARDS-PW 102225	\$6,857.06
		11/14/2025	24784	490515151	CALCARDS-PW 102225	\$1,955.72
<b>US BANK XX0221 PW</b>					<b>Total Check Amount:</b>	<b>\$14,746.43</b>
V61094	US BANK XX0544 POLICE	11/14/2025	24785	110212121	CALCARDS-102225 POL	\$1,574.88
		11/14/2025	24785	110212132	CALCARDS-092225 POL	(\$5,655.39)
		11/14/2025	24785	234212143	CALCARDS-102225 POL	\$1,026.10
		11/14/2025	24785	480515161	CALCARDS-072225 POL	(\$128.43)
		11/14/2025	24785	110212111	CALCARDS-102225 POL	\$15,463.97
		11/14/2025	24785	110212122	CALCARDS-102225 POL	\$22.00
		11/14/2025	24785	110212131	CALCARDS-072225 POL	\$128.43
		11/14/2025	24785	110212133	CALCARDS-102225 POL	\$5,464.35
		11/14/2025	24785	480515161	CALCARDS-102225 POL	\$399.42
		11/14/2025	24785	110212111	CALCARDS-092225 POL	\$5,655.39
		11/14/2025	24785	110212131	CALCARDS-102225 POL	\$1,024.24
		11/14/2025	24785	110	CALCARDS-102225 POL	(\$377.26)
		11/14/2025	24785	110212141	CALCARDS-102225 POL	\$321.90
<b>US BANK XX0544 POLICE</b>					<b>Total Check Amount:</b>	<b>\$24,919.60</b>
V61095	US BANK XX3401 PW- ADMIN	11/14/2025	24786	110515111	CALCARDS PWADM 102225	\$73.13
		11/14/2025	24786	110	CALCARDS PWADM 102225	\$69.99
		11/14/2025	24786	440515122	CALCARDS PWADM 102225	\$570.00
		11/14/2025	24786	110515171	CALCARDS PWADM 102225	\$342.32
		11/14/2025	24786	410515132	CALCARDS PWADM 102225	\$30.00
<b>US BANK XX3401 PW- ADMIN</b>					<b>Total Check Amount:</b>	<b>\$1,085.44</b>

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V61096	JUANA VENTURA	11/14/2025	17752	110404215	CYCLE	\$90.00
<b>JUANA VENTURA</b>						<b>Total Check Amount: \$90.00</b>
V61097	VINTAGE CREEK SENIOR APARTMENTS LP	11/14/2025	29395	270323218	SENIOR SUBSIDY NOV25	\$254.00
<b>VINTAGE CREEK SENIOR APARTMENTS LP</b>						<b>Total Check Amount: \$254.00</b>
V61098	VIRTUAL PROJECT MANAGER	11/14/2025	23508	510515171	CIP SW BCKUP/ST NOV25	\$500.00
<b>VIRTUAL PROJECT MANAGER</b>						<b>Total Check Amount: \$500.00</b>
V61099	FRANCESCA GIULIANA VIVANTI	11/14/2025	32128	440515122	MILEAGE OCT 2025	\$36.40
<b>FRANCESCA GIULIANA VIVANTI</b>						<b>Total Check Amount: \$36.40</b>
V61100	WAXIE SANITARY SUPPLY	11/14/2025	3332	490515151	JANITORIAL SUPPLIES	\$5,739.48
<b>WAXIE SANITARY SUPPLY</b>						<b>Total Check Amount: \$5,739.48</b>
V61101	WEST COAST SAND & GRAVEL, INC.	11/14/2025	11519	420515131	BASE	\$870.08
		11/14/2025	11519	420515131	SAND	\$745.80
<b>WEST COAST SAND &amp; GRAVEL, INC.</b>						<b>Total Check Amount: \$1,615.88</b>
V61102	WESTERN GOLF PROPERTIES, LLC	11/14/2025	29071	465515149	BREA CREEK CGS OCT25	\$6,822.77
		11/14/2025	29071	465000000	BIRCH HLLS S/TX OCT25	\$4,221.75
		11/14/2025	29071	465000000	BIRCH HLLS TIPS OCT25	\$7,176.44
		11/14/2025	29071	465000000	BREA CREEK S/TX OCT25	\$915.18
		11/14/2025	29071	465515149	BIRCH HLLS MGMT OCT25	\$160,054.00
		11/14/2025	29071	465515149	BREA CREEK MGMT OCT25	\$65,738.00
		11/14/2025	29071	465515149	BIRCH HLLS CGS OCT25	\$22,704.85
<b>WESTERN GOLF PROPERTIES, LLC</b>						<b>Total Check Amount: \$267,632.99</b>
V61103	WILLDAN ENGINEERING	11/14/2025	12445	110515127	PROF SVCS THRU 10/3	\$755.00
		11/14/2025	12445	510707483	PROF SVCS THRU SEPT25	\$2,400.00
		11/14/2025	12445	840515171	INSP SVCS THRU 10/3	\$27,804.00
		11/14/2025	12445	110000000	INSP SVCS THRU 10/3	(\$5,296.00)
<b>WILLDAN ENGINEERING</b>						<b>Total Check Amount: \$25,663.00</b>
V61104	REBECCA YOUNT	11/14/2025	31473	110404215	SILVERSNEAKERS	\$296.00
<b>REBECCA YOUNT</b>						<b>Total Check Amount: \$296.00</b>
<b>Voucher Subtotal</b>						<b>\$1,422,297.28</b>

**TOTAL \$1,851,431.68**

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199500	KYREEANA ALEXANDER	11/21/2025	33805	110	REFUND ACCT BALANCE	\$165.00
<b>KYREEANA ALEXANDER</b>						<b>Total Check Amount:</b>
						<b>\$165.00</b>
199501	AMERICAN WRECKING	11/21/2025	32032	420	WATER ACCT REFUND	\$1,535.09
<b>AMERICAN WRECKING</b>						<b>Total Check Amount:</b>
						<b>\$1,535.09</b>
199502	AT&T	11/21/2025	33802	510707251	MANHOLE/CONDUIT PROJ	\$66,342.89
<b>AT&amp;T</b>						<b>Total Check Amount:</b>
						<b>\$66,342.89</b>
199503	AT&T CALNET	11/21/2025	20391	475141471	CALNET OCTOBER 2025	\$3,948.70
<b>AT&amp;T CALNET</b>						<b>Total Check Amount:</b>
						<b>\$3,948.70</b>
199504	BADGER METER, INC	11/21/2025	33256	420515131	METERS	\$25,073.33
<b>BADGER METER, INC</b>						<b>Total Check Amount:</b>
						<b>\$25,073.33</b>
199505	BEE REMOVERS	11/21/2025	28503	420515131	BEE REMOVAL 10/16/25	\$165.00
<b>BEE REMOVERS</b>						<b>Total Check Amount:</b>
						<b>\$165.00</b>
199506	BLACK & WHITE EMERGENCY VEHICLES	11/21/2025	24788	480515161	FULL STRIP EMRG EQUIP	\$1,000.00
<b>BLACK &amp; WHITE EMERGENCY VEHICLES</b>						<b>Total Check Amount:</b>
						<b>\$1,000.00</b>
199507	BREA EXPRESS CAR WASH	11/21/2025	32008	480515161	CARWASH OCT 2025	\$540.00
<b>BREA EXPRESS CAR WASH</b>						<b>Total Check Amount:</b>
						<b>\$540.00</b>
199508	BREA URGENT CARE	11/21/2025	24391	110141481	HR MED SVCS OCT 2025	\$1,663.00
<b>BREA URGENT CARE</b>						<b>Total Check Amount:</b>
						<b>\$1,663.00</b>
199509	BUDILO CONSTRUCTION INC	11/21/2025	33593	420515131	CLA VALVE MAINT	\$4,558.69
<b>BUDILO CONSTRUCTION INC</b>						<b>Total Check Amount:</b>
						<b>\$4,558.69</b>
199510	CHARTER COMMUNICATIONS	11/21/2025	29127	110111151	CABLE CHGS NOV/DEC25	\$64.98
		11/21/2025	29127	110111161	CABLE CHGS NOV/DEC25	\$42.87
		11/21/2025	29127	110404311	CABLE CHGS NOV/DEC25	\$42.87
		11/21/2025	29127	110111143	CABLE CHGS NOV/DEC25	\$42.87
		11/21/2025	29127	110222211	CABLE CHGS NOV/DEC25	\$109.23
		11/21/2025	29127	110323212	CABLE CHGS NOV/DEC25	\$87.11
		11/21/2025	29127	110404211	CABLE CHGS NOV/DEC25	\$308.39
		11/21/2025	29127	420515131	CABLE CHGS NOV/DEC25	\$310.62
		11/21/2025	29127	490515151	CABLE CHGS NOV/DEC25	\$42.87
		11/21/2025	29127	110111153	MGMT CHANNEL NOV25	\$1,007.81
		11/21/2025	29127	110141481	CABLE CHGS NOV/DEC25	\$42.87
		11/21/2025	29127	110212111	CABLE CHGS NOV/DEC25	\$349.26
		11/21/2025	29127	110404521	CABLE CHGS NOV/DEC25	\$45.99
<b>CHARTER COMMUNICATIONS</b>						<b>Total Check Amount:</b>
						<b>\$2,497.74</b>
199511	LAURIE CHORSHIEM	11/21/2025	33782	420	WATER ACCT REFUND	\$82.77
<b>LAURIE CHORSHIEM</b>						<b>Total Check Amount:</b>
						<b>\$82.77</b>
199512	AUSTIN CORREDOR	11/21/2025	33780	420	WATER ACCT REFUND	\$102.76
<b>AUSTIN CORREDOR</b>						<b>Total Check Amount:</b>
						<b>\$102.76</b>

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199513	DEZERIE CORTES	11/21/2025	33803	110000000	REPORT REQUEST REFUND	\$3.00
<b>DEZERIE CORTES</b>					<b>Total Check Amount:</b>	<b>\$3.00</b>
199514	THE COUNSELING TEAM INTERNATIONAL	11/21/2025	13933	110222221	EMPL SUPP SVCS OCT25	\$525.00
<b>THE COUNSELING TEAM INTERNATIONAL</b>					<b>Total Check Amount:</b>	<b>\$525.00</b>
199515	COUNTY OF ORANGE	11/21/2025	4799	110212131	ANIMAL SHLTR 25/26 Q1	\$73,836.91
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$73,836.91</b>
199516	COUNTY OF ORANGE	11/21/2025	4799	110212122	PRKNG CITATIONS OCT25	\$8,809.00
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$8,809.00</b>
199517	COUNTY OF ORANGE	11/21/2025	4799	110212122	AFIS FEES OCT 2025	\$1,430.00
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,430.00</b>
199518	COUNTY OF ORANGE	11/21/2025	4799	110212122	OCATS FEES OCT25	\$1,104.51
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,104.51</b>
199519	CREATE A PARTY RENTALS	11/21/2025	7113	110404421	VETERANS DAY RENTALS	\$1,902.05
<b>CREATE A PARTY RENTALS</b>					<b>Total Check Amount:</b>	<b>\$1,902.05</b>
199520	NATHANIEL DEMARCO	11/21/2025	33790	420	WATER ACCT REFUND	\$66.08
<b>NATHANIEL DEMARCO</b>					<b>Total Check Amount:</b>	<b>\$66.08</b>
199521	DENNIS GRUBB & ASSOCIATES	11/21/2025	32461	110000000	PLAN CHECK SVCS OCT25	(\$258.00)
		11/21/2025	32461	84022223P	PLAN CHECK SVCS OCT25	\$1,601.75
<b>DENNIS GRUBB &amp; ASSOCIATES</b>					<b>Total Check Amount:</b>	<b>\$1,343.75</b>
199522	DRIVER SPG LLC	11/21/2025	33792	420	WATER ACCT REFUND	\$2,059.53
<b>DRIVER SPG LLC</b>					<b>Total Check Amount:</b>	<b>\$2,059.53</b>
199523	SOUTHERN CALIFORNIA EDISON	11/21/2025	3343	110515121	ELECTRICITY OCT 2025	\$3,196.42
		11/21/2025	3343	490515151	ELECTRICITY OCT 2025	\$10,738.80
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$13,935.22</b>
199524	DAVID EDMONDSON	11/21/2025	29332	420	WATER ACCT REFUND	\$326.69
<b>DAVID EDMONDSON</b>					<b>Total Check Amount:</b>	<b>\$326.69</b>
199525	ELLEN E. SURREY	11/21/2025	32048	110404541	ARTGALLERY CONS SALES	\$35.00
<b>ELLEN E. SURREY</b>					<b>Total Check Amount:</b>	<b>\$35.00</b>
199526	EMPLOYMENT DEVELOPMENT DEPT	11/21/2025	21188	470141483	94400736 UI JUL-SEP25	\$20,848.00
<b>EMPLOYMENT DEVELOPMENT DEPT</b>					<b>Total Check Amount:</b>	<b>\$20,848.00</b>
199527	EMPLOYMENT DEVELOPMENT DEPT	11/21/2025	7464	110	616106806 111425 PR	\$100.00
<b>EMPLOYMENT DEVELOPMENT DEPT</b>					<b>Total Check Amount:</b>	<b>\$100.00</b>
199528	FULLERTON JOINT UNION H.S. DISTRICT	11/21/2025	29220	480515161	CNG FUEL	\$1,538.02
<b>FULLERTON JOINT UNION H.S. DISTRICT</b>					<b>Total Check Amount:</b>	<b>\$1,538.02</b>
199529	THE GAS COMPANY	11/21/2025	3749	420515131	GAS OCTOBER 2025	\$16.27
		11/21/2025	3749	490515151	GAS OCTOBER 2025	\$295.52
<b>THE GAS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$311.79</b>

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199530	GENERAL CODE, LLC	11/21/2025	33773	110111161	PAGES/SUPPLEMNT NO. 1	\$1,341.00
<b>GENERAL CODE, LLC</b>						<b>Total Check Amount:</b>
						<b>\$1,341.00</b>
199531	GOLDEN METERS SERVICE, INC.	11/21/2025	29449	420515131	METER MAINT	\$6,583.50
<b>GOLDEN METERS SERVICE, INC.</b>						<b>Total Check Amount:</b>
						<b>\$6,583.50</b>
199532	HYDROPRO SOLUTIONS	11/21/2025	31845	420515131	METERS	\$12,540.44
<b>HYDROPRO SOLUTIONS</b>						<b>Total Check Amount:</b>
						<b>\$12,540.44</b>
199533	INUS HOME US INC	11/21/2025	33789	420	WATER ACCT REFUND	\$30.14
<b>INUS HOME US INC</b>						<b>Total Check Amount:</b>
						<b>\$30.14</b>
199534	LANGUAGE LINE SERVICES	11/21/2025	19704	110212133	OTP INTRPRETATN OCT25	\$19.74
<b>LANGUAGE LINE SERVICES</b>						<b>Total Check Amount:</b>
						<b>\$19.74</b>
199535	JUNG LEE	11/21/2025	30276	420	WATER ACCT REFUND	\$83.21
<b>JUNG LEE</b>						<b>Total Check Amount:</b>
						<b>\$83.21</b>
199536	QUEENA LUO	11/21/2025	33783	420	WATER ACCT REFUND	\$38.06
<b>QUEENA LUO</b>						<b>Total Check Amount:</b>
						<b>\$38.06</b>
199537	MONJARAS & WISMEYER GROUP INC.	11/21/2025	32179	110141481	PROFSVCS OCT-NOV 25	\$1,800.00
<b>MONJARAS &amp; WISMEYER GROUP INC.</b>						<b>Total Check Amount:</b>
						<b>\$1,800.00</b>
199538	MUSIC THEATRE INTERNATIONAL	11/21/2025	1321	110404542	ROYALTIES:COME FR AWY	\$10,340.75
<b>MUSIC THEATRE INTERNATIONAL</b>						<b>Total Check Amount:</b>
						<b>\$10,340.75</b>
199539	NATIONWIDE	11/21/2025	20975	110	4436 PET INS OCT 2025	\$1,276.22
<b>NATIONWIDE</b>						<b>Total Check Amount:</b>
						<b>\$1,276.22</b>
199540	NETWORK ZEN	11/21/2025	33788	420	WATER ACCT REFUND	\$55.43
<b>NETWORK ZEN</b>						<b>Total Check Amount:</b>
						<b>\$55.43</b>
199541	ORANGE COUNTY WINWATER WORKS	11/21/2025	28030	420515131	TOOLS	\$1,036.56
<b>ORANGE COUNTY WINWATER WORKS</b>						<b>Total Check Amount:</b>
						<b>\$1,036.56</b>
199542	ODP BUSINESS SOLUTIONS, LLC	11/21/2025	31709	110141441	OFFICE SUPPLIES	\$77.27
		11/21/2025	31709	110212121	OFFICE SUPPLIES	\$31.15
<b>ODP BUSINESS SOLUTIONS, LLC</b>						<b>Total Check Amount:</b>
						<b>\$108.42</b>
199543	ORCHESTRA COLLECTIVE OF ORANGE CTY	11/21/2025	27575	110	WTS 11/8 FINAL PMT	\$2,491.12
<b>ORCHESTRA COLLECTIVE OF ORANGE CTY</b>						<b>Total Check Amount:</b>
						<b>\$2,491.12</b>
199544	ORIGINAL EQUIPMENT AUTO SUPPLY	11/21/2025	32413	480515161	BRAKE PADS	\$289.96
		11/21/2025	32413	480515161	FILTER	\$21.75
		11/21/2025	32413	480515161	CREDIT	(\$52.87)
<b>ORIGINAL EQUIPMENT AUTO SUPPLY</b>						<b>Total Check Amount:</b>
						<b>\$258.84</b>
199545	PRIMO BRANDS	11/21/2025	33502	110141441	WTRDISP+BTTLs OCT25	\$1,584.07
<b>PRIMO BRANDS</b>						<b>Total Check Amount:</b>
						<b>\$1,584.07</b>
199546	PUENTE HILLS FORD	11/21/2025	25742	480515161	ENGINE REPAIR	\$877.91
		11/21/2025	25742	480515161	LIGHT SOCKET	\$19.21
		11/21/2025	25742	480515161	BULB	\$51.01

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<b>PUEENTE HILLS FORD</b>						<b>Total Check Amount:</b>
						<b>\$948.13</b>
199547	QUICK CRETE PRODUCTS CORP.	11/21/2025	14221	510707978	AROV PLAYGROUND EQUIP	\$88,196.76
<b>QUICK CRETE PRODUCTS CORP.</b>						<b>Total Check Amount:</b>
						<b>\$88,196.76</b>
199548	DONG REN	11/21/2025	33786	420	WATER ACCT REFUND	\$16.80
<b>DONG REN</b>						<b>Total Check Amount:</b>
						<b>\$16.80</b>
199549	RENEWELL FLEET SERVICE LLC	11/21/2025	33096	480515161	DEF SYSTEM	\$1,862.21
<b>RENEWELL FLEET SERVICE LLC</b>						<b>Total Check Amount:</b>
						<b>\$1,862.21</b>
199550	JAIME SANCHEZ	11/21/2025	33806	110	REFUND-BIRTHDY DEPOST	\$620.00
<b>JAIME SANCHEZ</b>						<b>Total Check Amount:</b>
						<b>\$620.00</b>
199551	SHARP ELECTRONICS CORPORATION	11/21/2025	33647	110141441	COPIER LEASE NOV25	\$2,505.45
<b>SHARP ELECTRONICS CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$2,505.45</b>
199552	SWRCB	11/21/2025	14532	410515132	25/26 PERMIT #661055	\$18,196.00
<b>SWRCB</b>						<b>Total Check Amount:</b>
						<b>\$18,196.00</b>
199553	BRYAN TANORI	11/21/2025	33791	420	WATER ACCT REFUND	\$48.27
<b>BRYAN TANORI</b>						<b>Total Check Amount:</b>
						<b>\$48.27</b>
199554	TIMELESS POOLS	11/21/2025	28173	830	BLD-2021-00060 REFUND	\$250.00
		11/21/2025	28173	830	BLD-2021-00856 REFUND	\$250.00
<b>TIMELESS POOLS</b>						<b>Total Check Amount:</b>
						<b>\$500.00</b>
199555	UNIFIRST CORPORATION	11/21/2025	27988	361515148	UNIFORM SVCS NOV 2025	\$1.50
		11/21/2025	27988	110515121	UNIFORM SVCS NOV 2025	\$78.48
		11/21/2025	27988	110515144	UNIFORM SVCS NOV 2025	\$45.34
		11/21/2025	27988	420515131	UNIFORM SVCS NOV 2025	\$328.14
		11/21/2025	27988	490515151	UNIFORM SVCS NOV 2025	\$146.28
		11/21/2025	27988	110515125	UNIFORM SVCS NOV 2025	\$9.86
		11/21/2025	27988	110515143	UNIFORM SVCS NOV 2025	\$14.82
		11/21/2025	27988	360515145	UNIFORM SVCS NOV 2025	\$11.04
		11/21/2025	27988	430515123	UNIFORM SVCS NOV 2025	\$146.38
		11/21/2025	27988	440515126	UNIFORM SVCS NOV 2025	\$5.70
		11/21/2025	27988	110515141	UNIFORM SVCS NOV 2025	\$42.51
		11/21/2025	27988	110515148	UNIFORM SVCS NOV 2025	\$1.50
		11/21/2025	27988	480515161	UNIFORM SVCS NOV 2025	\$66.36
<b>UNIFIRST CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$897.91</b>
199556	CF UNITED LLC	11/21/2025	30700	480515161	CARWASH OCTOBER 2025	\$593.40
<b>CF UNITED LLC</b>						<b>Total Check Amount:</b>
						<b>\$593.40</b>
199557	VERITIV OPERATING COMPANY	11/21/2025	26806	110141441	PAPER	\$8.08
<b>VERITIV OPERATING COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$8.08</b>
199558	VOHNE LICHE KENNELS, INC	11/21/2025	33035	110212131	MAINT TRAINING OCT25	\$500.00
<b>VOHNE LICHE KENNELS, INC</b>						<b>Total Check Amount:</b>
						<b>\$500.00</b>

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199559	ROBERT WOOD	11/21/2025	28925	420	WATER ACCT REFUND	\$320.73
<b>ROBERT WOOD</b>						<b>Total Check Amount: \$320.73</b>
199560	JUDY YOO	11/21/2025	33781	420	WATER ACCT REFUND	\$22.32
<b>JUDY YOO</b>						<b>Total Check Amount: \$22.32</b>
<b>Check Subtotal</b>						<b>\$390,673.08</b>
V61105	ADMINISTRATIVE & PROF	11/21/2025	3344	110	4010 APEA MEMB 111425	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>						<b>Total Check Amount: \$540.00</b>
V61106	THE ADVANTAGE GROUP	11/21/2025	24539	110	808C FSA URMED 111425	\$5,102.27
		11/21/2025	24539	110	808B FSADEPCAR 111425	\$2,154.16
<b>THE ADVANTAGE GROUP</b>						<b>Total Check Amount: \$7,256.43</b>
V61107	ALL CITY MANAGEMENT SERVICES INC	11/21/2025	6604	110212132	CRSNG GRDS10/12-10/25	\$3,686.25
<b>ALL CITY MANAGEMENT SERVICES INC</b>						<b>Total Check Amount: \$3,686.25</b>
V61108	AMERICAN ARBITRATION ASSOCIATION	11/21/2025	33658	110141481	BILL LINE #14381766	\$14,000.00
<b>AMERICAN ARBITRATION ASSOCIATION</b>						<b>Total Check Amount: \$14,000.00</b>
V61109	THE BANK OF NEW YORK MELLON	11/21/2025	16062	110141424	TRUSTEE FEE 2021 RLRB	\$2,200.00
		11/21/2025	16062	890141431	1997 CDF FISC AGNTFEE	\$1,500.00
		11/21/2025	16062	420141424	TRUSTEE FEE 2019 WRRB	\$2,200.00
		11/21/2025	16062	420141424	2020 WATER REV REFONG	\$2,200.00
<b>THE BANK OF NEW YORK MELLON</b>						<b>Total Check Amount: \$8,100.00</b>
V61110	BPSEA MEMORIAL FOUNDATION	11/21/2025	14990	110	4050 MEMORIAL 111425	\$95.50
<b>BPSEA MEMORIAL FOUNDATION</b>						<b>Total Check Amount: \$95.50</b>
V61111	BREA CITY EMPLOYEES ASSOCIATION	11/21/2025	3236	110	4005 BCEA MEMB 111425	\$816.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>						<b>Total Check Amount: \$816.00</b>
V61112	BREA DISPOSAL, INC	11/21/2025	3330	440515122	REFUSE COLLECTN OCT25	\$305,028.03
<b>BREA DISPOSAL, INC</b>						<b>Total Check Amount: \$305,028.03</b>
V61113	BREA FIREFIGHTERS ASSOCIATION	11/21/2025	3237	110	4016 ASSOCMEMB 111425	\$3,864.25
<b>BREA FIREFIGHTERS ASSOCIATION</b>						<b>Total Check Amount: \$3,864.25</b>
V61114	BREA POLICE ASSOCIATION	11/21/2025	3769	110	4031 BPA MEMB 111425	\$3.50
		11/21/2025	3769	110	4030 BPA REG 111425	\$4,375.00
<b>BREA POLICE ASSOCIATION</b>						<b>Total Check Amount: \$4,378.50</b>
V61115	BREA POLICE ATHLETIC LEAGUE	11/21/2025	1068	110	5010 B.P.A.L. 111425	\$122.50
<b>BREA POLICE ATHLETIC LEAGUE</b>						<b>Total Check Amount: \$122.50</b>
V61116	BREA POLICE MANAGEMENT ASSOCIATION	11/21/2025	21189	110	4020 PMA MEMB 111425	\$208.00
		11/21/2025	21189	110	4019 LDF MEMB 111425	\$66.50
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>						<b>Total Check Amount: \$274.50</b>
V61117	BREA TOWING	11/21/2025	16399	110212132	IMPOUND [TFC] OCT25	\$1,767.00
		11/21/2025	16399	110212132	IMPOUND [TFC] SEP25	\$1,814.50
		11/21/2025	16399	110212121	IMPOUND [INV] OCT25	\$4,712.00

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V61117	BREA TOWING	11/21/2025	16399	110212121	IMPOUND [INV] SEP25	\$6,203.50	
<b>BREA TOWING</b>						<b>Total Check Amount:</b>	<b>\$14,497.00</b>
V61118	C. WELLS PIPELINE MATERIALS INC	11/21/2025	13055	420515131	PLUMBING SUPPLIES	\$2,338.13	
<b>C. WELLS PIPELINE MATERIALS INC</b>						<b>Total Check Amount:</b>	<b>\$2,338.13</b>
V61119	CANNINGS ACE HARDWARE	11/21/2025	15828	480515161	PAINTING SUPPLIES	\$68.43	
<b>CANNINGS ACE HARDWARE</b>						<b>Total Check Amount:</b>	<b>\$68.43</b>
V61120	CHANDLER ASSET MANAGEMENT, INC.	11/21/2025	4375	930141424	INV MGMT SVCS OCT25	\$6,462.65	
		11/21/2025	4375	902009100	INV MGMT SVCS OCT25	\$109.14	
		11/21/2025	4375	875141424	INV MGMT SVCS OCT25	\$44.78	
<b>CHANDLER ASSET MANAGEMENT, INC.</b>						<b>Total Check Amount:</b>	<b>\$6,616.57</b>
V61121	CORE & MAIN LP	11/21/2025	27049	420515131	PLUMBING SUPPLIES	\$1,345.97	
<b>CORE &amp; MAIN LP</b>						<b>Total Check Amount:</b>	<b>\$1,345.97</b>
V61122	CORELOGIC	11/21/2025	25542	280323215	REAL EST LSTING OCT25	\$185.00	
<b>CORELOGIC</b>						<b>Total Check Amount:</b>	<b>\$185.00</b>
V61123	DANIELS TIRE SERVICE	11/21/2025	3133	480515161	TIRES	\$7,629.70	
<b>DANIELS TIRE SERVICE</b>						<b>Total Check Amount:</b>	<b>\$7,629.70</b>
V61124	DEPARTMENT OF HEALTH CARE SERVICES	11/21/2025	33807	174222225	IGT VOL RATE CY2024	\$6,242.00	
<b>DEPARTMENT OF HEALTH CARE SERVICES</b>						<b>Total Check Amount:</b>	<b>\$6,242.00</b>
V61125	E.J. WARD INC	11/21/2025	11309	480515161	FUEL HOSTING NOV25	\$1,169.00	
<b>E.J. WARD INC</b>						<b>Total Check Amount:</b>	<b>\$1,169.00</b>
V61126	EAN SERVICES, LLC	11/21/2025	26450	110222221	RENTAL CAR 8/2-8/17	\$901.31	
<b>EAN SERVICES, LLC</b>						<b>Total Check Amount:</b>	<b>\$901.31</b>
V61127	ELLIOT AUTO SUPPLY CO., INC.	11/21/2025	3504	480515161	BATTERY	\$118.46	
<b>ELLIOT AUTO SUPPLY CO., INC.</b>						<b>Total Check Amount:</b>	<b>\$118.46</b>
V61128	EQUIPMENT DIRECT INC	11/21/2025	4522	420515131	SAFETY GEAR	\$506.82	
<b>EQUIPMENT DIRECT INC</b>						<b>Total Check Amount:</b>	<b>\$506.82</b>
V61129	EWING IRRIGATION PRODUCTS, INC.	11/21/2025	5807	110515141	IRRIGATION SUPPLIES	\$205.75	
<b>EWING IRRIGATION PRODUCTS, INC.</b>						<b>Total Check Amount:</b>	<b>\$205.75</b>
V61130	FEDEX	11/21/2025	3495	510707978	AROV MISC PROJ EXP	\$115.92	
<b>FEDEX</b>						<b>Total Check Amount:</b>	<b>\$115.92</b>
V61131	FIRE SAFETY ADVISORS LLC	11/21/2025	33294	110000000	PLAN CHECK SVCS OCT25	(\$4,505.00)	
		11/21/2025	33294	84022223P	PLAN CHECK SVCS OCT25	\$19,742.50	
<b>FIRE SAFETY ADVISORS LLC</b>						<b>Total Check Amount:</b>	<b>\$15,237.50</b>
V61132	FLEET SERVICES	11/21/2025	5658	480515161	VALVES	\$4,819.70	
		11/21/2025	5658	480515161	AIR DRYER	\$406.27	
		11/21/2025	5658	480515161	FITTINGS	\$191.49	
		11/21/2025	5658	480515161	ABS SENSOR	\$243.32	
<b>FLEET SERVICES</b>						<b>Total Check Amount:</b>	<b>\$5,660.78</b>

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V61133	FOSTER & FOSTER, INC.	11/21/2025	31934	110141431	6/30/2025 REPORT	\$2,420.00
		11/21/2025	31934	420141431	6/30/2025 REPORT	\$192.50
		11/21/2025	31934	430141431	6/30/2025 REPORT	\$137.50
<b>FOSTER &amp; FOSTER, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,750.00</b>
V61134	GALE SUPPLY COMPANY	11/21/2025	21090	110515144	JANITORIAL SUPPLIES	\$690.22
<b>GALE SUPPLY COMPANY</b>					<b>Total Check Amount:</b>	<b>\$690.22</b>
V61135	DESTINY ISABELLA GARCIA	11/21/2025	33804	440515122	MILEAGE OCTOBER 2025	\$35.70
<b>DESTINY ISABELLA GARCIA</b>					<b>Total Check Amount:</b>	<b>\$35.70</b>
V61136	STACY GARCIA	11/21/2025	31680	110212122	MILEAGE OCTOBER 2025	\$45.92
<b>STACY GARCIA</b>					<b>Total Check Amount:</b>	<b>\$45.92</b>
V61137	GRAINGER	11/21/2025	13634	420515131	PLUMBING SUPPLIES	\$313.17
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$313.17</b>
V61138	HOLLY ELECTRIC INC.	11/21/2025	27530	346515112	MD6 LIGHT	\$350.81
		11/21/2025	27530	343515112	MD3 LIGHT	\$1,558.71
		11/21/2025	27530	346515112	MD 6 LIGHT	\$1,477.90
<b>HOLLY ELECTRIC INC.</b>					<b>Total Check Amount:</b>	<b>\$3,387.42</b>
V61139	CARRIE GARDNER HOSOZAWA	11/21/2025	28452	110404311	MILEAGE SEPTEMBR 2025	\$26.67
<b>CARRIE GARDNER HOSOZAWA</b>					<b>Total Check Amount:</b>	<b>\$26.67</b>
V61140	INFOSEND, INC.	11/21/2025	19016	420141421	OCT25 PRNT IMGE ARCH	\$7.24
		11/21/2025	19016	420141421	OCT25 WTR: PRNT/MAIL	\$49.60
		11/21/2025	19016	420141421	OCT25 WTR: POSTAGE	\$41.13
<b>INFOSEND, INC.</b>					<b>Total Check Amount:</b>	<b>\$97.97</b>
V61141	INLAND ROUND BALL OFFICIALS INC.	11/21/2025	31906	110404424	REFEREE FEES 119-1111	\$1,060.00
<b>INLAND ROUND BALL OFFICIALS INC.</b>					<b>Total Check Amount:</b>	<b>\$1,060.00</b>
V61142	MICHAEL ARTHUR JANETZKE	11/21/2025	31661	110212111	TRAINING MILEAGE	\$26.04
<b>MICHAEL ARTHUR JANETZKE</b>					<b>Total Check Amount:</b>	<b>\$26.04</b>
V61143	JAX AUTO	11/21/2025	20187	480515161	SMOG TEST #1405	\$59.95
		11/21/2025	20187	480515161	SMOG TEST #1629	\$59.95
		11/21/2025	20187	480515161	SMOG TEST #1431	\$59.95
<b>JAX AUTO</b>					<b>Total Check Amount:</b>	<b>\$179.85</b>
V61144	KRISTOFER KATAOKA	11/21/2025	18385	110404542	MILEAGE NOV 2025	\$27.30
<b>KRISTOFER KATAOKA</b>					<b>Total Check Amount:</b>	<b>\$27.30</b>
V61145	KIMBALL MIDWEST	11/21/2025	23053	480515161	VALVE/WIRE	\$317.93
<b>KIMBALL MIDWEST</b>					<b>Total Check Amount:</b>	<b>\$317.93</b>
V61146	KIMLEY-HORN AND ASSOCIATES, INC.	11/21/2025	26302	510707306	57/IMP SB ORPID SEP25	\$2,232.50
		11/21/2025	26302	510707306	57/IMP PSR-PSD SEPT25	\$23,225.34
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$25,457.84</b>
V61147	L.N. CURTIS & SONS	11/21/2025	1053	174222225	UNIFORMS	\$1,408.67

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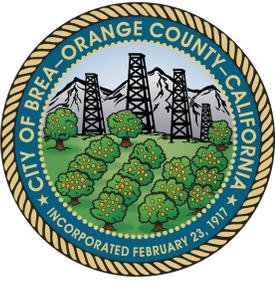
Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>L.N. CURTIS &amp; SONS</b>						<b>Total Check Amount:</b>
						<b>\$1,408.67</b>
V61148	LEXIPOL LLC	11/21/2025	16773	110212111	2526 LAWENF POLICYUPD	\$7,089.43
<b>LEXIPOL LLC</b>						<b>Total Check Amount:</b>
						<b>\$7,089.43</b>
V61149	LIFE-ASSIST, INC.	11/21/2025	10530	174222222	PM SUPPLIES FS3	\$875.37
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount:</b>
						<b>\$875.37</b>
V61150	LONG BEACH BMW	11/21/2025	18120	480515161	SWITCHES	\$120.78
<b>LONG BEACH BMW</b>						<b>Total Check Amount:</b>
						<b>\$120.78</b>
V61151	TINA M MEYER	11/21/2025	12786	110212133	MILEAGE SEPTEMBR 2025	\$179.20
<b>TINA M MEYER</b>						<b>Total Check Amount:</b>
						<b>\$179.20</b>
V61152	DANIEL MIELKE	11/21/2025	25474	110222221	REIMB-CAL CHIEF CONF	\$72.00
<b>DANIEL MIELKE</b>						<b>Total Check Amount:</b>
						<b>\$72.00</b>
V61153	MUSCO SPORTS LIGHTING, LLC	11/21/2025	19179	110515141	CONTROL SERVICE	\$1,425.00
		11/21/2025	19179	110515144	SPORTS PARK BASKETBALL	\$1,862.88
<b>MUSCO SPORTS LIGHTING, LLC</b>						<b>Total Check Amount:</b>
						<b>\$3,287.88</b>
V61154	OZUNA ELECTRIC CO.INC.	11/21/2025	18504	510707978	ELECTRIC WRK AROVISTA	\$5,950.00
<b>OZUNA ELECTRIC CO.INC.</b>						<b>Total Check Amount:</b>
						<b>\$5,950.00</b>
V61155	QUARTECH CORRECTIONS LLC	11/21/2025	29933	950000000	ILJAO IP AZURE OCT25	\$4,000.00
		11/21/2025	29933	950000000	ILJAO IP SUPP OCT25	\$6,600.00
		11/21/2025	29933	951000000	ILJAO OCSW OCT25	\$21,420.00
		11/21/2025	29933	950000000	ILJAO OCJVPET OCT25	\$19,762.50
<b>QUARTECH CORRECTIONS LLC</b>						<b>Total Check Amount:</b>
						<b>\$51,782.50</b>
V61156	QUINN COMPANY	11/21/2025	12380	480515161	FILTER	\$122.57
<b>QUINN COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$122.57</b>
V61157	SITEONE LANDSCAPE SUPPLY, LLC	11/21/2025	25942	110515141	IRRIGATION SUPPLIES	\$203.66
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>						<b>Total Check Amount:</b>
						<b>\$203.66</b>
V61158	SOUTHERN CALIFORNIA NEWS GROUP	11/21/2025	32570	110404421	NUTCRKR/VET ADS	\$836.80
<b>SOUTHERN CALIFORNIA NEWS GROUP</b>						<b>Total Check Amount:</b>
						<b>\$836.80</b>
V61159	STERICYCLE, INC.	11/21/2025	11925	470141483	DOC SHRED SEP-OCT25	\$10.66
		11/21/2025	11925	110111161	DOC SHRED SEP-OCT25	\$10.66
		11/21/2025	11925	110212122	DOC SHRED SEP-OCT25	\$193.14
<b>STERICYCLE, INC.</b>						<b>Total Check Amount:</b>
						<b>\$214.46</b>
V61160	STOTZ EQUIPMENT	11/21/2025	24388	480515161	V-BELTS	\$107.67
		11/21/2025	24388	480515161	SUSPENSION LINK	\$587.84
<b>STOTZ EQUIPMENT</b>						<b>Total Check Amount:</b>
						<b>\$695.51</b>
V61161	SUPERIOR ALARM SYSTEMS	11/21/2025	11074	110404211	BCC ALARM PROGRAMMING	\$49.00
<b>SUPERIOR ALARM SYSTEMS</b>						<b>Total Check Amount:</b>
						<b>\$49.00</b>
V61162	TENNIS ANYONE ACADEMY	11/21/2025	12688	110404145	TENNIS LESSONS	\$2,316.20

# City Disbursement Register

Between Nov 17, 2025 12:00 AM and Nov 21, 2025 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>TENNIS ANYONE ACADEMY</b>						<b>Total Check Amount:</b>
						<b>\$2,316.20</b>
V61163	TMK INDUSTRIAL FASTENERS	11/21/2025	20181	420515131	NUTS AND BOLTS	\$579.70
<b>TMK INDUSTRIAL FASTENERS</b>						<b>Total Check Amount:</b>
						<b>\$579.70</b>
V61164	TOM MALLOY CORPORATION	11/21/2025	16935	420515131	PLATES	\$274.18
<b>TOM MALLOY CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$274.18</b>
V61165	TRINITY SOUND COMPANY	11/21/2025	11364	110404421	2025 TREE LIGHTING	\$2,588.62
<b>TRINITY SOUND COMPANY</b>						<b>Total Check Amount:</b>
						<b>\$2,588.62</b>
V61166	TURBO DATA SYSTEMS, INC.	11/21/2025	1472	110212122	CITATION PROC OCT25	\$2,844.35
		11/21/2025	1472	110212122	HH TPM LEASE SEPT 25	\$312.48
<b>TURBO DATA SYSTEMS, INC.</b>						<b>Total Check Amount:</b>
						<b>\$3,156.83</b>
V61167	UNDERGROUND SERVICE ALERT/SC	11/21/2025	4537	420515131	UGTICKETS SEWER OCT25	\$434.00
		11/21/2025	4537	420515131	UGTICKETS WATER OCT25	\$222.00
		11/21/2025	4537	420515131	DSB WTRDIST 11/1/2025	\$79.88
		11/21/2025	4537	420515131	DSB FEE 11/1/2025	\$159.75
<b>UNDERGROUND SERVICE ALERT/SC</b>						<b>Total Check Amount:</b>
						<b>\$895.63</b>
V61168	URBAN HABITAT	11/21/2025	32833	510707978	AROV MOD PP#17 SEPT25	\$466,963.44
<b>URBAN HABITAT</b>						<b>Total Check Amount:</b>
						<b>\$466,963.44</b>
V61169	WAXIE SANITARY SUPPLY	11/21/2025	3332	490515151	JANITORIAL SUPPLIES	\$5,754.66
		11/21/2025	3332	110212131	JANITORIAL SUPPLIES	\$639.60
<b>WAXIE SANITARY SUPPLY</b>						<b>Total Check Amount:</b>
						<b>\$6,394.26</b>
V61170	WILLDAN ENGINEERING	11/21/2025	12445	84051517P	PLAN CHECK AUG-OCT25	\$12,354.75
<b>WILLDAN ENGINEERING</b>						<b>Total Check Amount:</b>
						<b>\$12,354.75</b>
V61171	WILLDAN FINANCIAL SERVICES	11/21/2025	23058	890141431	CONT DISC CFD 1997-1	\$3,506.44
<b>WILLDAN FINANCIAL SERVICES</b>						<b>Total Check Amount:</b>
						<b>\$3,506.44</b>
V61172	ZOLL MEDICAL CORPORATION	11/21/2025	23538	174222225	ZOLL CARDIAC WARRANTY	\$10,440.00
		11/21/2025	23538	174222222	ZOLL AUTOPULSE WRRNTY	\$340.00
		11/21/2025	23538	174222222	AUTO PULSE BAND	\$859.85
<b>ZOLL MEDICAL CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$11,639.85</b>
<b>Voucher Subtotal</b>						<b>\$1,028,974.06</b>

**TOTAL \$1,419,647.14**



# CITY *of* BREA

City Council Regular Meeting  
Communication  
December 2, 2025  
Item No. 7A.

## Successor Agency Disbursement Register for November 21, 2025

TO	PREPARED BY
Honorable Mayor and City Council Members	Faith Madrazo, Financial Services Manager, Revenue
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Monica Lo, Administrative Services Director	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends the City Council take the following action:

1. Receive and file the Successor Agency Disbursement Register.

### **Attachments**

[Successor Agency Disbursement Register 11.21.25.pdf](#)

## Successor Agency Disbursement Register

*Between Nov 17, 2025 12:00 AM and Nov 21, 2025 11:59 PM*

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount	
2861	THE BANK OF NEW YORK MELLON	11/21/2025	16062	632141438	2017A TRUSTEE FEE	\$2,000.00	
					<b>THE BANK OF NEW YORK MELLON</b>	<b>Total Check Amount:</b>	<b>\$2,000.00</b>
2862	THE BANK OF NEW YORK MELLON	11/21/2025	16062	632141437	2016B TRUSTEE FEE	\$2,000.00	
					<b>THE BANK OF NEW YORK MELLON</b>	<b>Total Check Amount:</b>	<b>\$2,000.00</b>
2863	THE BANK OF NEW YORK MELLON	11/21/2025	16062	632141437	2016A TRUSTEE FEE	\$2,000.00	
					<b>THE BANK OF NEW YORK MELLON</b>	<b>Total Check Amount:</b>	<b>\$2,000.00</b>
2864	THE BANK OF NEW YORK MELLON	11/21/2025	16062	632141438	2017B TRUSTEE FEE	\$2,000.00	
					<b>THE BANK OF NEW YORK MELLON</b>	<b>Total Check Amount:</b>	<b>\$2,000.00</b>
						<b>Check Subtotal</b>	<b>\$8,000.00</b>

**TOTAL \$8,000.00**