



Finance Committee Agenda

Tuesday, August 11, 2026, 8:30 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

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

ALTERNATES: Mayor Cecilia Hupp and Council Member Christine Marick

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7684 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post document before the meeting.

Procedures for addressing the Committee

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

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services Office at (714) 990-7684. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

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

1. CALL TO ORDER/ROLL CALL

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

2. CONSENT

- 2.A. Approval of Minutes 06-09-2026

3. DISCUSSION

3.A. Curtis Theatre Lighting Equipment Purchase Agreement

- 1. Approve the recommended vendor, Sound Productions, to provide lighting equipment to the Curtis Theatre, and;
- 2. Approve the purchase of lighting equipment for a total cost not to exceed \$150,000.

3.B. OCTA Enhanced Mobility for Seniors and Individuals with Disabilities Grant Application

- 1. Open and conduct a public hearing;
- 2. Adopt a Resolution to certify that no non-profit organizations are readily available to provide the proposed transportation services in Brea's service area and authorize the application for funding through the Orange County Transportation Authority (OCTA) Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program;
- 3. If awarded, authorize the City Manager to execute any forthcoming agreements and documents required by OCTA in connection with the EMSD Grant Program; and
- 4. If awarded, amend the Fiscal Year 2026-27 operating budget in the amount of the approved grant funds, as well as authorize a 10% local match utilizing the Air Quality Improvement Fees Fund (240) and the Vehicle Replacement Fund (480).

3.C. Acceptance of Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719

- 1. Accept the 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
- 3. Accept the Warranty Bond

3.D. Amend CIP 7946 Western Extension to the Tracks at Brea FY2026-27 Budget

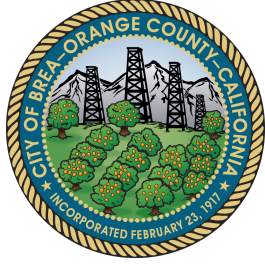
- 1. Adopt a resolution amending the FY 2025-27 Operating and Capital Improvement Program Budget for the Western Extension to the Tracks at Brea (CIP 7946)

3.E. Approve Amendments for Additional As-Needed Arovista Park Services

- 1. Approve Amendment No. 4 with BKF Engineers in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$134,100 for as-needed civil engineering services.
- 2. Approve Amendment No. 1 with David Volz Design in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$105,000 for as-needed landscape design services.
- 3. Approve Amendment No. 2 with Shucri Yaghi Consulting Engineers, Inc. in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$170,300 for as-needed structural engineering services.
- 4. Approve Amendment No. 2 with Telacu Construction Management in the amount not-to-exceed \$80,000 resulting in a total contract amount not-to-exceed \$969,479 for as-needed construction management services.

4. ADJOURNMENT

Next Scheduled Meeting: Tuesday, August 25, 2026



CITY *of* BREA

Finance Committee Communication
August 11, 2026
Item No. 2A.

Approval of Minutes 06-09-2026

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

Attachments

[Finance-Committee-06-9-2026-minutesdraft](#)

Minutes for the Finance Committee

1 Civic Center Circle, Brea, CA 92821

June 9, 2026, 8:30 AM - 8:36 AM

1. CALL TO ORDER/ROLL CALL

1.A. Attendees

Mayor Pro Tem Marty Simonoff, Mayor Cecilia Hupp, Kristin Griffith, Jason Killebrew, Monica Lo, Chief Daniel Mielke, Sean Matlock, Alicia Brenner, Eric Aulls, Melissa Furio, James Flores, Nicole Andrews, Marie Dao, Anthony Godoy, Jacqueline Lizarraga, Debbie Duff, and Patty Jaminson.

1.B. Matters from the Audience

None.

2. CONSENT

2.A. Approval of Minutes 05-26-2026

The minutes of the May 26, 2026 Finance Committee meeting were approved as written.

3. DISCUSSION

3.A. Office Lease between the City of Brea and the Brea Olinda Unified School District

Mayor Pro Tem Marty Simonoff requested clarification on which month's CPI will determine the new rate. Staff is currently reviewing the applicable periods and will update the language prior to the City Council meeting.

The Finance Committee recommended this item for City Council action.

3.B. Parking Lot Use Agreement between the City of Brea and the Brea Olinda Unified School District for 220 South Orange Avenue

The Finance Committee reviewed and recommended this item for City Council action.

3.C. Citywide Janitorial Services

Mayor Pro Tem Marty Simonoff requested clarification on which month's CPI will determine the new rate. Staff is currently reviewing the applicable periods and will update the language prior to the City Council meeting. The City Council requests a formal review before approving any extensions beyond the initial three-year base period.

The Finance Committee recommended this item for City Council action.

3.D. Landscape Maintenance Services Agreement

Mayor Pro Tem Marty Simonoff requested clarification on which month's CPI will determine the new rate. Staff is currently reviewing the applicable periods and will update the language prior to the the City Council meeting.

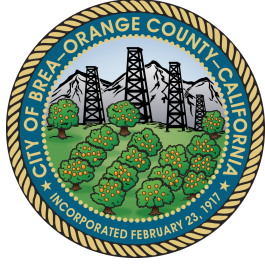
The Finance Committee recommended this item for City Council action.

3.E. ActiveNet Software Agreement

The Finance Committee reviewed and recommended this item for City Council action.

4. ADJOURNMENT

Mayor Pro Tem Marty Simonoff adjourned the meeting at 8:36 am.



CITY *of* BREa

Finance Committee Communication
August 11, 2026
Item No. 3A.

Curtis Theatre Lighting Equipment Purchase Agreement

TO	PREPARED BY
Finance Committee Members	Anthony Godoy, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Sean L. Matlock, Interim Community Services Director	Kristin Griffith, City Manager

RECOMMENDATION

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

1. Approve the recommended vendor, Sound Productions, to provide lighting equipment to the Curtis Theatre, and;
2. Approve the purchase of lighting equipment for a total cost not to exceed \$150,000.

BACKGROUND/DISCUSSION

The Curtis Theater serves as a venue for the City of Brea's performing arts which includes live theater, musical performances, youth programs, community rentals, self-produced productions, and internal meetings and events. Given the Curtis Theater's high level of year-round use, many technical systems are reaching the end of their service life, resulting in decreased reliability and higher maintenance demands.

To properly care for this facility, a three-year maintenance plan was established, ensuring timely replacement of necessary systems, equipment and stage elements. An approved decision package for the current fiscal year (FY 2026-27) identifies theater lighting as the next element to be replaced, with an appropriated budget of \$175,000. The bulk of this upgrade includes the replacement of ellipsoidal instruments, which are specific stage lighting fixtures that have not been replaced since 2004. Over the past two decades, technology has advanced considerably, making modernization both more cost-effective and increasingly important to meet the expectations of our rental clients. Upgrading to modern LED-based lighting and control technologies will improve energy efficiency, reduce operational costs, and enhance performance capabilities. This improvement will ultimately strengthen customer service by providing patrons, program participants, and rental clients with a safer, more dependable, and higher-quality experience.

In June 2026, City staff prepared a Request for Proposals (RFP) for qualified vendors to provide equipment and pricing information to replace the Curtis Theater stage lighting. This RFP was posted to the City website and Public Purchase platform in accordance with standard procurement practice. Two equipment options were proposed with two different lighting console control options. The lower cost option, Ion XE20, was ultimately identified by staff as the optimal choice given the technical needs of the facility. Seven (7) proposals were received by June 30, 2026, and are listed below:

VENDOR NAME	PROPOSAL TOTAL
Sound Productions	\$140,743
AMP'D ENTERTAINMENT, INC.	\$152,252
EIDIM Group, Inc. Dba EIDIM AV Technology	\$161,001
AKJOHNSTON	\$161,575
B & H Foto & Electronics Corp.	\$175,039
Adorama, Inc.	\$180,527
PCE *Disqualified	\$132,409

Staff reviewed the proposed equipment, pricing and references, ultimately identifying Sound Productions as the most cost-effective vendor, with all items as requested, full manufacturer warranty support, and a proposed delivery that aligns with timeline requirements. Although PCE provided the lowest cost proposal, Staff determined that the alternative equipment included in the vendor's proposal was not equivalent to the specified requirements, and the manufacturer's projected life expectancy on the equipment being proposed was significantly shorter. As a result, the vendor was disqualified from further consideration.

FISCAL IMPACT/SUMMARY

There is no additional fiscal impact from selecting Sound Productions as the approved vendor and proceeding with the purchase of lighting equipment as these funds have already been appropriated in the Fiscal Year 2026-27 operating budget. The current year adopted budget of \$150,000 allows for contingency should any unforeseen costs arise above the vendor's proposal amount of \$140,743.

Attachments

[SoundPro Proposal.pdf](#)



RESPONSE TO REQUEST FOR QUOTES

Theatre Stage Lighting Equipment

RFQ No. 2026.06.23.01

SUBMITTED TO

City of Brea

Brea, California

SUBMITTED BY

Sound Productions, LLC (SoundPro)

6631 N Belt Line Rd #100 | Irving, TX 75063

979-472-4184 | Austin.Bell@soundpro.com | www.soundpro.com

Date Submitted: June 30, 2026

Quote Deadline: June 30, 2026 by 5:00 PM PST



TABLE OF CONTENTS

RFQ No. 2026.06.23.01 | Theatre Stage Lighting Equipment

SECTION 1 Introduction

- Title Page
- Table of Contents
- Letter of Transmittal

SECTION 2 Qualifications

- C.i. Background
- C.ii. Experience
- C.iii. Qualifications
- C.iv. Understanding

SECTION 3 Technical

- D.i. Approach
- D.ii. Proposed Schedule

SECTION 4 Cost

- E.i. Pricing (Standard Form I)

SECTION 5 Forms

- Standard Form A: Non-Collusion Affidavit Form
- Standard Form B: References Form
- Standard Form C: Subcontractors List
- Standard Form D: Statement of Compliance or Exceptions Form
- Standard Form E: Status of Past and Present Contracts Form
- Standard Form F: Insurance Commitment Form
- Standard Form G: Proposer Qualifications Response Form
- Standard Form H: Firm Quote Form
- Standard Form I: Price Form

June 30, 2026

City of Brea

1 Civic Center Circle
Brea, CA 92821

RE: Response to RFQ No. 2026.06.23.01 | Theatre Stage Lighting Equipment

Dear City of Brea Procurement Team,

On behalf of Sound Productions, LLC (SoundPro), I am pleased to submit this quote in response to RFQ No. 2026.06.23.01 for Theatre Stage Lighting Equipment. We understand that the City of Brea is seeking a qualified supplier to furnish professional-grade theatrical lighting equipment for its theatre facility, and we are confident that SoundPro is exceptionally well positioned to meet those needs.

Founded in 1972 and headquartered in Irving, Texas, SoundPro has spent more than 50 years building a reputation as one of the most trusted Pro Audio, Video, and Lighting distributors in the country. We are authorized to sell over 500 professional brands, including ETC Lighting and Chauvet, and we hold national distributor relationships with the manufacturers specified in this RFQ. This year alone, Sound Productions has facilitated over \$1 million in direct AV equipment sales to K-12 schools, universities, and local city governments. We know how to work within public procurement requirements and how to see a project through from purchase order to final delivery without disruption.

Our team brings deep product knowledge to every engagement. Austin Bell, our designated project manager for this bid, is an AV-certified sales professional with over 10 years of experience supporting government and education procurement projects. Beyond our internal expertise, we regularly coordinate with manufacturer representatives to ensure our clients have access to the deepest possible technical resources at every stage of a project. When questions arise that go beyond standard support, we bring the right people to the table.

We have prepared this quote in full compliance with the requirements of RFQ No. 2026.06.23.01, including all specified documentation. All pricing submitted is all-inclusive and firm. We commit to meeting the delivery timeline of six weeks from purchase order issuance, and we stand behind every product we supply with the full manufacturer warranty as required. SoundPro has no pending litigation, no contract terminations for cause, and no governmental enforcement actions in the past five years.

This quote represents a firm and irrevocable offer, binding for 120 days from the quote deadline of June 30, 2026. I am authorized to submit this quote and to bind Sound Productions, LLC to its terms. We welcome the opportunity to discuss our qualifications further and look forward to the possibility of serving the City of Brea.

Sincerely,

Austin Bell

Business Development Manager
Sound Productions, LLC (SoundPro)
6631 N Belt Line Rd #100, Irving, TX 75063
972-550-0001 | Austin.Bell@soundpro.com

SECTION 2: QUALIFICATIONS

C.i. Background

Company Legal Name: Sound Productions, LLC

Brand Name: SoundPro

Address: 6631 N Belt Line Rd #100, Irving, TX 75063

Phone: 972-550-0001

Email: Austin.Bell@soundpro.com

Website: www.soundpro.com

Prior Company Names / Years in Business

Sound Productions, LLC has operated under the SoundPro brand since its founding in 1972. The company was formally established in 1973 as Sound Productions, LLC and has operated continuously under that legal name without merger or acquisition. We have remained independently owned and operated for over 50 years.

Organizational Structure

Sound Productions, LLC is organized as a Limited Liability Company (LLC) with S-Corporation tax election, headquartered in Irving, Texas.

Principal Owner(s)

CEO / Principal Owner: Joshua Curlett

Person(s) Authorized to Make Commitments

Authorized Representative: Austin Bell, Business Development Manager, Doug Kliever, Philip McKinzey, David Brown

Pending Litigation / Contracts Terminated for Cause / Governmental Enforcement Actions

Sound Productions, LLC has no pending litigation, no contracts terminated for cause, and no governmental enforcement actions within the past five (5) years.

Special Recognition / Awards

2026 Stellar Service Award. 2018 Chauvet Dealer of the Year.

SECTION 2: QUALIFICATIONS

C.ii. Experience

Summary of Experience with Similar Work

Since 1973, Sound Productions, LLC has maintained a consistent history of supplying professional Audio, Video, and Lighting equipment to public agencies, educational institutions, and commercial venues. This year alone, SoundPro has completed over \$1 million in direct AV equipment sales to K-12 schools, universities, and local city governments, spanning equipment procurement, fulfillment, and post-sale support.

SoundPro is a national authorized distributor for over 500 professional AVL brands. For this specific RFQ, we hold authorized distributor relationships with ETC Lighting and Chauvet, two of the primary manufacturers specified in the equipment list. Our team has extensive hands-on experience specifying, quoting, and delivering theatrical and architectural lighting systems of similar scope and complexity.

Familiarity with State and Federal Procedures

SoundPro is thoroughly familiar with public procurement procedures at the state and federal level. Our team regularly navigates the full procurement lifecycle on behalf of government and institutional clients, from initial quote through purchase order issuance, delivery coordination, and final project closeout. We understand the documentation requirements, compliance expectations, and timelines that public agencies require, and we have built our internal processes to align with those standards.

Experience Working with Public Agencies

Public agencies represent a significant and growing portion of SoundPro's business. We have supplied equipment to city governments, school districts, and public universities across Texas and surrounding states. Our team understands the unique considerations that come with public procurement, including the need for competitive, all-inclusive pricing, transparent documentation, and reliable delivery commitments.

Working Relationships with Current Business References

SoundPro maintains open, ongoing communication with all of our government and education clients. Our customer service does not end at order placement. We stay engaged throughout the full lifecycle of every project, available to support questions around delivery, installation coordination, or manufacturer warranty claims. Our goal with every public agency relationship is to become a trusted, go-to resource for all of their AVL equipment needs.

Current business references are provided in Standard Form B.

SECTION 2: QUALIFICATIONS

C.iii. Qualifications

Financial Responsibility

Sound Productions, LLC is a financially stable company with over 50 years of continuous operation. We maintain the financial capacity to procure, stock, and deliver the equipment specified in this RFQ within the required timeframe without reliance on advance payment.

Demonstrated Technical Ability

SoundPro holds authorized distributor status for the lighting manufacturers specified in this RFQ. Our sales team includes AV-certified professionals with deep product knowledge across theatrical and live production lighting systems. Where technical questions exceed our internal expertise, we actively coordinate with manufacturer representatives to ensure our clients receive accurate, manufacturer-backed guidance.

Capability of Developing Innovative or Advanced Techniques

When appropriate, SoundPro proactively identifies opportunities to optimize equipment specifications for our clients, working with manufacturer reps to evaluate alternative configurations, upgraded features, or cost-saving approaches without sacrificing performance requirements.

Special Qualifications, Training, and Credentials

SoundPro is a National ETC Authorized Distributor and a National Chauvet Authorized Distributor. These authorizations reflect direct manufacturer relationships and the technical training required to properly support these product lines.

Additionally, SoundPro offers an optional but highly recommended on-site commissioning service through a certified ETC lighting technician, who can calibrate the lighting console and provide hands-on guidance to the venue's technical directors upon delivery.

Staff Assigned to This Project

Name	Title / Role	Qualifications / Experience
Austin Bell Philip McKinzey Doug Kliever David Brown	Business Development Manager / Project Manager Director of sales, Sales Operations Manager	AV-Certified Sales Professional; 10+ years of experience in government and education procurement. Designated project manager for this engagement.

Designated Project Manager

Project Manager: Austin Bell, Business Development Manager

SECTION 2: QUALIFICATIONS

C.iv. Understanding

Understanding of the Work to Be Done

SoundPro understands that the City of Brea is seeking a qualified vendor to supply professional theatrical stage lighting equipment for its theatre facility, as specified in Exhibit B of this RFQ. Our role is to furnish all equipment in accordance with the product specifications outlined in Part III, deliver within six weeks of purchase order issuance, and ensure all items arrive new, unused, in original manufacturer packaging, and in undamaged condition.

We further understand that all pricing must be all-inclusive (covering equipment, transportation, and any applicable fees or taxes), that proposed equipment must meet or exceed minimum specifications, and that any 'or equal' substitutions must be accompanied by full technical documentation demonstrating equivalency. We have no proposed substitutions for the specified items in this response.

Issues Requiring Special Consideration

One area that merits attention is system commissioning. The specified lighting console and control equipment require calibration and setup after delivery to function at full capacity. SoundPro offers an optional but highly recommended on-site commissioning service provided by a certified ETC lighting technician. This technician would calibrate the light board on-site and provide guidance to the venue's technical directors on system operation. We have included separate optional pricing for this service in our price form. While the City is not required to add this service, we strongly recommend considering it to maximize the value of this equipment investment.

Unique Approaches and Strengths

What sets SoundPro apart in situations like this is our manufacturer relationships. We are not simply a reseller. As a national authorized distributor for ETC and Chauvet, we have direct lines to manufacturer support, technical teams, and warranty services that independent resellers do not. If a technical question arises before, during, or after delivery, we can get the right person on the phone fast.

We also bring a hands-on, relationship-first approach to public agency accounts. Our team stays engaged beyond order placement, and we welcome ongoing communication throughout the project lifecycle. The City of Brea will have a dedicated point of contact in Austin Bell from first contact through final delivery and beyond.

SECTION 3: TECHNICAL

D.i. Approach

Approach to Successful Performance

SoundPro's approach to fulfilling this RFQ is straightforward and built around three priorities: accuracy, speed, and communication.

Upon receiving a purchase order from the City of Brea, Austin Bell will immediately confirm the order with our procurement team and initiate the fulfillment process with the relevant manufacturer(s). Given our authorized distributor status with the specified brands, we have established priority fulfillment channels that support our commitment to delivery within six weeks of PO issuance.

Every item will be verified against the RFQ specifications before shipment is confirmed. We will source only new, current-production equipment in original manufacturer packaging. If any item presents a lead time concern, the City will be notified immediately with a clear timeline and, where applicable, an approved equal alternative for consideration.

Methodology for Key Tasks

Order Confirmation and Processing

Upon receipt of PO, Austin Bell reviews the complete order against the price form and specification sheet to confirm accuracy. Any discrepancies are resolved within 24 hours of PO receipt.

Procurement and Fulfillment

Orders are placed with manufacturers or drawn from in-stock inventory. SoundPro's Irving, TX warehouse allows for same-day shipping on in-stock items. Items requiring manufacturer lead time will be tracked and communicated to the City on a weekly basis.

Delivery Coordination

SoundPro coordinates freight and delivery logistics directly. All equipment is shipped in original manufacturer packaging. Partial shipments, if required, will be clearly identified with a packing list and advance notice to the City.

Post-Delivery Support

After delivery, Austin Bell remains the City's primary point of contact for any warranty claims, damaged item resolution, or technical support coordination with the manufacturer. If the City elects to add the optional on-site commissioning service, a certified ETC technician will be scheduled in coordination with the City's technical staff.

Team Member Responsibilities

Austin Bell, Business Development Manager: Primary point of contact, order management, delivery coordination, client communication

Sound Productions Business Development Department: Internal procurement support and logistics coordination

ETC Certified Technician (if commissioning selected): On-site calibration and system orientation

SECTION 4: COST

E.i. Pricing

Pricing for all specified equipment is provided in Standard Form I (Price Form), submitted as a separate attachment to this quote in accordance with RFQ No. 2026.06.23.01 instructions.

All pricing is all-inclusive as required, covering equipment, transportation, and any applicable costs necessary to comply with the requirements of this RFQ. No additional fees, charges, or taxes have been excluded from the submitted pricing.

Console Options

Per the RFQ instructions, Item No. 9 (Option 1) and Item No. 10 (Option 2) represent alternative lighting console options. Separate pricing for each option has been provided on separate tabs within Standard Form I, as directed.

Optional Commissioning Service

SoundPro has included optional separate pricing for an on-site commissioning service performed by a certified ETC lighting technician. This service includes calibration of the lighting console and hands-on system orientation for the venue's technical directors. This item is optional and has been clearly identified as such on the price form. **Commissioning Cost-\$3,345.00**

Pricing Validity

All pricing is firm and irrevocable for 120 days from the quote deadline of June 30, 2026, per the terms of this RFQ.

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

STANDARD FORM A

NON-COLLUSION AFFIDAVIT FORM

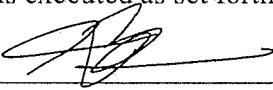
Note: To be executed by Proposer and submitted with Quote.

State of TX
(the State of the place of business)
County of Dallas
(the County of the place of business)
Austin Bell, being first duly sworn, deposes and
(name of the person signing this form)
says that he/she is Business Development Manager of
(title of the person signing this form)
Sound Productions, LLC, the party making the foregoing
quote
(name of proposing company)

that the quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the quote is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other proposer to put in a false or sham quote; that the PROPOSER has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham quote, or to refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the quote price of the PROPOSER or any other proposer, or to fix any overhead, profit, or cost element of the quote price, or of that of any other proposer; that all statements contained in the quote are true; and, the PROPOSER has not, directly or indirectly, submitted his or her quote price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham quote, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a PROPOSER that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the PROPOSER.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

Signature: 
Name/Title Date: Austin Bell, Business Development Manager

Notary is not required for this quote.

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.05.11.01

**STANDARD FORM B
REFERENCES FORM**

Sound Productions, LLC

(Proposer's Company Name)

Provide current business references for whom your company has provided similar services.
Provide very brief description of the Project services your company provided to the reference.
Any unsatisfactory references or past unsatisfactory work performance with City may eliminate Proposer from further consideration (Brea City Code Sec. 3.24.020.M)

1. Company Name	City of Bloomington
Address, City, State, Zip	115 E Washington St Ste 403 Bloomington, IL 61701
Contact's Name & Title	Carla Murillo Procurement Manager
Contact's Phone #	(309) 434-2277
Contact's Email	cmurillo@cityblm.org
Project	Theatre Audio & Lighting renovations
Completion Date & Value	04/28/2026 \$67,140.00
2. Company Name	County of Middlesex
Address, City, State, Zip	75 Bayard St., 3rd Floor New Brunswick, NJ 08901
Contact's Name & Title	Phil Rubin Buyer
Contact's Phone #	732-296-6955
Contact's Email	phil.rubin@co.middlesex.nj.us
Project	Theatre Audio & Lighting renovations
Completion Date & Value	4/28/2026 \$89,214.14
3. Company Name	Supreme Court of Appeals of West Virginia
Address, City, State, Zip	3708 Venable Ave, Charleston WV 25304
Contact's Name & Title	Johanna Eckerbom Buyer
Contact's Phone #	304-558-0145
Contact's Email	johanna.eckerbom@courtsww.gov
Project	Court room microphone and speaker upgrade
Completion Date & Value	04/16/2026 \$36,660.00
4. Company Name	United States Marine Corps
Address, City, State, Zip	1600 Pennsylvania Avenue NW Washington, DC 20500
Contact's Name & Title	Mike Ducassoux, Gunnery Sergeant, USMC
Contact's Phone #	703-784-3563
Contact's Email	michael.ducassoux@usmc.mil
Project	President's Own Marine Band wireless microphone refresh for the White House
Completion Date & Value	03/31/2026 \$148,445.60

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

STANDARD FORM C
SUBCONTRACTORS LIST-STANDARD FORM

(Proposer's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

☒ Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
2. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	
3. Company	
Address, City, State, Zip	
Contact's Name & Title	
Contact's Phone #	
Contact's Email	
Proposed work & amounts	
License #s & Class	
DIR # & Exp Date	

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

STANDARD FORM D

STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM

Each Quote must be accompanied by this form. Failure to provide this form will cause the Quote to be deemed non-responsive and that Quote will not be considered for further evaluation.

Sound Productions, LLC

(Proposer's Company Name)

Select one:

☒ **No Exceptions**

By checking the above box, Proposer declares their Quote was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

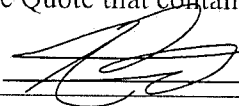
☐ **With Exceptions**

By checking the above box, Proposer declares their Quote was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Proposer must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
-------------------	--------------------------------	-----------------------------	----------------

Proposer acknowledges that City may accept or reject any or all of Proposer's listed exceptions or reject the Proposer's entire Quote that contain any exceptions.

Signature:



Name/Title Date:

Austin Bell, Business Development Manager

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01
STANDARD FORM E

STATUS OF PAST AND PRESENT CONTRACTS FORM

Each Quote must be accompanied by this form. Failure to provide this form will cause the Quote to be deemed non-responsive and that Quote will not be considered for further evaluation. As used in this form, "Proposer" means Proposer or any 10% or greater owner of the proposing company; "Contract Termination" means termination for cause by any other party to a contract with the Proposer; "Settlement" means settlement of any claim or lawsuit brought against Proposer in connection with Proposer's services; and, "Legal Action" means any lawsuit alleging fraud, breach or any other misconduct by, or filed against, Proposer.

(Proposer's Company Name)

☒ **No Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that the Proposer has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

☐ **One or More Contract Terminations, Settlements, or Legal Actions**

By checking the above box, Proposer declares that the Proposer has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Proposer must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reasons for and descriptions of the Terminations, Settlements, or Legal Actions.

The Proposer acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Quotes wherein Proposer has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature:



Name/Title Date:

Austin Bell, Business Development Manager

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

STANDARD FORM F
INSURANCE COMMITMENT FORM

Each Quote must be accompanied by this form. Failure to provide this form will cause the Quote to be deemed non-responsive and that Quote will not be considered for further evaluation.

Sound Productions, LLC

(Proposer's Company Name)

Proposer acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the proposer's insurance documents does not and shall not be construed to relieve proposer of any obligations, responsibilities or liabilities under any resultant Contract.

Proposer's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future quote based on proposer's default.

Proposer, at Proposer's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Proposer certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature:



Name/Title Date:

Austin Bell, Business Development Manager

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01
STANDARD FORM G
PROPOSER QUALIFICATIONS RESPONSE FORM

(Proposer's Company Name)

Proposers must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. All items listed must be submitted and checked off to ensure qualification responsiveness.

1. Background.

Please provide the following information about your company:

- ☒ Your company's full legal name, address, phone, fax, email, website.
- ☒ Prior company names (if any) and years in business; mergers, buyouts, etc.
- ☒ Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
- ☒ Names and titles of the principal owner(s).
- ☒ Person(s) authorized to make commitments for your company.
- ☒ Special recognition or awards.

2. Experience.

Provide the following information relative to required services:

- ☒ Summary of Experience with similar kinds of work.
- ☒ Familiarity with state and federal procedures.
- ☒ Experience working with public agencies.
- ☒ Narrative of the working relationship with current business references for information not already included in the References Form.

3. Qualifications.

Provide the following information relative to required services:

- ☒ Financial responsibility.
- ☒ Demonstrated Technical Ability.
- ☒ Capability of developing innovative or advanced techniques.
- ☒ Special qualifications, training, credentials.
- ☒ Staff names, titles, role, qualifications, and experience assigned to this Project.
- ☒ Designated project manager assigned to this Project.

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

4. Understanding.

Provide the following information relative to required services:

- ☒ Understanding of the work to be done based on this Solicitation.
- ☒ Include issues that you believe will require special consideration for this Project.
- ☒ Identify unique approaches or strengths your company has relative to required services.

5. Approach.

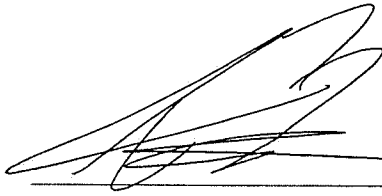
Provide the following information relative to required services:

- ☒ Understanding of the work to be done.
- ☒ Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.
- ☒ Names and titles of key management personnel.
- ☒ Team to be assigned for these services.

Submitted by:

Signature:

Name/Title Date:


Austin Bell, Business Development Manager

REQUEST FOR QUOTES
Theatre Stage Lighting Equipment
2026.06.23.01

**STANDARD FORM H
FIRM QUOTE FORM**

Sound Productions, LLC

(Proposer's Company Name)

FIRM QUOTE made by Proposer to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Quote on behalf of and to bind the principals who I represent, to all the requirements of the City of Brea's Terms and Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Quote Form.

Further, I understand that no contract exists unless City accepts this Quote by executing the attached Agreement.

Business Name: Sound Productions, LLC
Business Address: 6631 N Belt Line Rd #100 Irving, TX 75063
Federal ID#: 75-1711210

If any Work is a Public Works

Contractor Lic#: _____ DIR#: _____

Business Type: 6
(Proposer enter a number)

1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
3. Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____

Name: David Brown

Title: Sales Operations Manager

Email: David.Brown@SoundPro.com

Date Signed: 06/30/2026

CORPs: Chairperson, President, Vice President

LLCs Manager ☒

By: _____

Name: Austin Bell

Title: Business Development Manager

Email: Austin.Bell@SoundPro.com

Date Signed: 06/30/2026

CORPs: Secretary, Assist. Secretary, Chief Finance

Officer, Assist. Treasurer

LLCs: Manager ☒

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

[Pursuant to California Corporations Code Section 17703.01(d), for limited liability companies, both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

STANDARD FORM I - PRICE FORM



Use the format here to propose all budgeted items. If your organization utilizes alternative budgeting methods, you may attach those here as supporting documentation. Your cost proposal should account for equipment, delivery, taxes, and any other associated costs that would be incurred should you be awarded this contract. You may add additional rows and/or columns as needed.

Item	Quantity	Unit Cost	Total Cost	Notes
4 Port DMX Optical Splitter	3	\$ 140.00	\$ 420.00	As Specified
2 Port ETC Response Mk2 Gateway	1	\$ 843.00	\$ 843.00	As Specified
ETC Dual 20a Relay Mod - R20AF	8	\$ 474.00	\$ 3,792.00	As Specified
DMX/Tru1 Combo Cables (10')	3	\$ 75.00	\$ 225.00	As Specified
DMX/Tru1 Combo Cables (6')	12	\$ 80.00	\$ 960.00	As Specified
Chauvet Ovation Rêve E-3	48	\$ 1,450.00	\$ 69,600.00	As Specified
Chauvet Maverick Force X Profile	9	\$ 4,270.00	\$ 38,430.00	As Specified
Mega-Claw/Clamp	18	\$ 50.00	\$ 900.00	As Specified
10. ETC Ion Xe 20 12k	1	\$ 15,450.00	\$ 15,450.00	As Specified
Subtotal			\$ 130,620.00	
Taxes (7.75%)			\$ 10,123.05	
Shipping			\$ -	
Total			\$ 140,743.05	

"Or Equal" Justifications

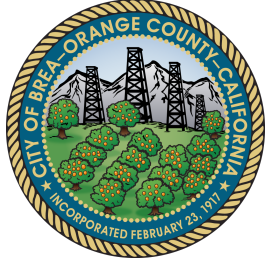
Provide a detailed description and justification of each of the proposed line-items that an "Or Equal" item is proposed. Explain how the quote meets the objectives and fulfills deliverables outlined throughout this RFQ. Supporting documentation should be included as needed.

--

Additional Warranty Information

Provide warranty information for any "Or Equal" proposed items.

--



CITY *of* BREA

Finance Committee Communication
August 11, 2026
Item No. 3B.

OCTA Enhanced Mobility for Seniors and Individuals with Disabilities Grant Application

TO	PREPARED BY
Finance Committee Members	Anthony Godoy, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Sean L. Matlock, Interim Community Services Director	Kristin Griffith, City Manager

RECOMMENDATION

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

1. Open and conduct a public hearing;
2. Adopt a Resolution to certify that no non-profit organizations are readily available to provide the proposed transportation services in Brea's service area and authorize the application for funding through the Orange County Transportation Authority (OCTA) Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program;
3. Authorize the City Manager to execute any forthcoming agreements and documents required by OCTA in connection with the EMSD Grant Program; and
4. If awarded, amend the Fiscal Year 2026-27 operating budget in the amount of the approved grant funds, as well as authorize a 10% local match utilizing the Air Quality Improvement Fees Fund (240) and the Vehicle Replacement Fund (480).

City staff is currently preparing the grant application and anticipates consideration at the August 18, 2026, City Council meeting, ahead of the August 28, 2026 submission deadline.

BACKGROUND/DISCUSSION

The Orange County Transportation Authority (OCTA) Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program was developed to support local agencies in the delivery of Federal Transit Administration (FTA) Section 5310 eligible activities, retaining all beneficial elements of the federal program. The EMSD Grant Program offers competitive grant funding for capital (vehicles and equipment) and operating (mobility management and operating assistance) type of projects. For Brea, there has been longstanding success resulting from the FTA 5310 Grant Program, which has provided support for the transportation needs of older adults and persons with disabilities. Consistent with FTA 5310, the EMSD Grant Program is also intended to meet the transportation needs of older adults and people with disabilities when existing transportation services are unavailable, insufficient, or inappropriate to meet those needs.

The EMSD Grant Program provides funding to local public agencies to improve mobility for older adults and people with disabilities by removing barriers to transportation services and expanding transportation mobility options. This funding opportunity augments the OC Access and Senior Mobility Program, allowing OCTA to conduct a call for projects and allocate grant awards to recipients. On June 22, 2026, OCTA made a call for projects, identifying a set aside of approximately \$5.85M in available grant funding, with \$3.2M allocated for capital related projects and \$2.63M for operating projects. The total maximum funding available per grant applicant is \$750,000. Recommendations for awards will occur between December 2026 and January 2027.

Staff is recommending the City apply for the EMSD grant to purchase two new shuttles for the Senior Transportation Program. As of 2024, California's Advanced Clean Fleets (ACF) regulation requires local government fleets to ensure that 50% of all newly purchased medium-duty and heavy-duty vehicles are zero emission vehicles (ZEVs). To remain in compliance with this mandate and qualify for the grant application maximum allowable funding request limit \$750,000, City staff is proposing one of the new shuttles be electric and the other shuttle gas-powered. Based on vendor cost estimates received, the purchase price for the electric shuttle is approximately \$425,000, and the purchase price for the gas-powered shuttle at approximately \$150,000, totaling a project cost of \$575,000. If awarded, a 10% local match would be required from the City. The 10 percent match is proposed to utilize approximately \$42,500 from the Air Quality Improvement Fees Fund (240) for the electric shuttle and approximately \$15,000 from the Vehicle Replacement Fund (480) for the gas-powered shuttle. The total matching City commitment from the funds identified above is approximately \$57,500.

The City of Brea's Senior Transportation Program has benefited for many years from being an eligible recipient of donated shuttles that have been retired from service through OCTA. While this donation arrangement allows for the City to acquire no-cost shuttles, these retired vehicles present challenges that must be remedied prior to being deployed for service. Although still functional, retired shuttles typically have significant wear, both mechanically and cosmetically. These retired shuttles often have engines with odometer readings in excess 200,000 miles, requiring more ongoing maintenance and costly repairs that cannot be completed by staff mechanics. The cost of repair is absorbed in the existing fleet budget as no additional funds are allocated for retired shuttles. Repairs also create service disruptions, particularly in situations where both shuttles are out of operation at the same time. Additionally, once acquired, older shuttles must undergo extensive inspection by staff including but not limited to: general diagnostic and maintenance of motor components, transmissions, air conditioning, safety restraints, wheelchair lifts, ADA requirements, etc.

The purchase of two new shuttles for the Senior Transportation Program would ensure reliability, efficiency, improved functionality, and significantly enhance the overall quality of the transportation experience for seniors and individuals with disabilities.

FISCAL IMPACT/SUMMARY

The EMSD Grant Program application for two new shuttles will improve the efficiency and reliability of the Senior Transportation Program while adhering to state mandates that 50% of purchased vehicles be zero-emission.

If awarded, the Vehicle Replacement Fund (480) will need to be adjusted to recognize revenue equal to the grant award amount, currently estimated at \$517,500. The Air Quality Improvement Fees Fund (240) will need to be adjusted to account for a 10% match of the funds awarded for the electric shuttle, which is approximately \$42,500 based on the current grant request. No adjustment will be necessary to the Vehicle Replacement Fund (480) for the 10% match towards the purchase of a gas-powered shuttle, which is approximately \$15,000, as existing funds are sufficient for the purchase. These estimates may be adjusted based on the official grant award amount. Ongoing costs for maintenance and fuel will be absorbed in the current operating budget as these two new vehicles, which require less maintenance and are more fuel efficient, will be replacing two older vehicles.

Attachments

[EMSD Resolution \(Legal Approved\).pdf](#)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FINDING THERE ARE NO NON-PROFIT ORGANIZATIONS READILY AVAILABLE TO PROVIDE TRANSPORTATION SERVICES TO SENIOR CITIZENS, AND AUTHORIZING SUBMISSION OF AN EMSD GRANT APPLICATION AND ACCEPTANCE OF GRANT FUNDS

A. RECITALS:

(i) It is the intent of the City of Brea (City) to participate in the filing of an application with the Orange County Transportation Authority (OCTA) for funding through the Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Grant Program.

(ii) The EMSD Grant Program offers funding opportunities to non-profit organizations and local public agencies to meet the special transportation needs of seniors and individuals with disabilities.

(iii) The Brea Senior Center operates a Senior Transportation Program to provide transportation services to senior citizens in the City's service area.

(iv) The City desires to make use of EMSD Grant Program funds to purchase two new vehicles for the provision of transportation services to senior citizens in the City's service area.

(v) Pursuant to OCTA EMSD Grant Program guidelines, the City is required to hold a public hearing to determine whether there are non-profit organizations that are readily available to provide such transportation services.

(vi) The City has published a notice of public hearing in a local newspaper of general circulation.

(vii) Following the public hearing, the City Council certifies that there are no non-profit organizations readily available to provide the proposed transportation services.

B. RESOLUTION:

NOW, THEREFORE, THE CITY COUNCIL RESOLVES, AND ORDERS AS FOLLOWS:

(i) The City of Brea finds and certifies that there are no non-profit organizations readily available to provide the proposed transportation services to seniors in its service area.

(ii) The City of Brea authorizes the Community Services Director or designee to submit and execute the application for the EMSD Grant Program and all certifications and documents required in connection with the application and to accept any grant funds awarded to the City. The City Manager is authorized to execute any contracts, agreements, and documents required by OCTA in connection with the EMSD Grant Program.

APPROVED AND ADOPTED this 18th day of August 2026.

Cecilia Hupp, Mayor

ATTEST:_____
Victoria Popescu, City Clerk

I, Victoria Popescu, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 18th day of August 2026 by the following vote:

AYES: COUNCIL MEMBERS:

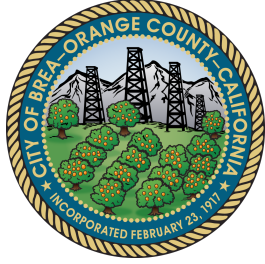
NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: _____

Victoria Popescu, City Clerk



CITY *of* BREA

Finance Committee Communication
August 11, 2026
Item No. 3C.

Acceptance of Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719

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

RECOMMENDATION

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

1. Accept the 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.

BACKGROUND/DISCUSSION

On August 19, 2025, the City Council awarded a Construction Contract ("Contract") to International Line Builders, Inc., dba ILB Electric for \$1,223,382.00, with a 10% construction contingency, for a total approved construction budget of \$1,345,720.20 for the Police Department's Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719 ("Project"). On March 3, 2026, the City Council authorized a \$200,000 increase to the construction contingency, resulting in a total approved construction budget of \$1,545,720.20.

Work included installation of segments of new conduit, new fiber optic cable, new pull boxes, removal of existing copper signal interconnect cable, installation of new ethernet switches and fiber distribution units, installation of closed-circuit television (CCTV) cameras, integration, and all associated work along nine (9) primary corridors: Associated Road, Berry Street, Birch Street, Brea Boulevard, Central Avenue, Kraemer Boulevard, Lambert Road, Rose Drive, and State College. See Attachment A for the Project Location Map for reference.

A Notice-to-Proceed was issued for a construction start date on October 6, 2025. On July 15, 2026, the Project was considered substantially complete. On July 20, 2026, ILB Electric signed the Notice of Acceptance for final payment and submitted all required Contract close-out documents. During the construction, there were two Contract Change Orders issued, which included the following items:

- Procurement and configuration of three (3) new Layer 3 switches for the fiber network system
- Procurement of twenty-nine (29) new small form-factor pluggable (SFPs) to complete the fiber network system

- Repair and replacement of damaged conduit in multiple locations discovered during construction, including site restoration
- Bid quantity adjustments

The final Contract amount totaled \$1,481,407.88 or approximately 4.2% under the total construction budget. The improvements have been completed, and staff recommends that the City Council approve the acceptance of work performed by ILB Electric and authorize the City Clerk to file the Notice of Completion with the County of Orange for recordation. See Attachment B for the Notice of Completion for reference.

FISCAL IMPACT/SUMMARY

The following is a summary of the final Construction Contract cost:

Original Construction Contract Amount	\$1,223,382.00
Approved Change Orders including Bid Quantity Adjustments	\$258,025.88
Final Construction Contract Amount	\$1,481,407.88
Approved Construction Budget with Contingency	\$1,545,720.20
Remaining Construction Budget	+\$64,312.32

As shown in the table, the final Contract amount for the Project is \$1,481,407.88, which is less than the approved Construction Contract budget by \$64,312.32. The source of funds for this Project is an exclusive grant from the Board of State and Community Corrections (BSCC). Therefore, there is no impact on the General Fund.

The Project completed the fiber optic network and camera improvements necessary to establish a citywide camera network for the Police Department's ICC. ILB Electric completed the Project and fulfilled its contractual obligations to the City under the subject Contract. Furthermore, ILB Electric provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year following the date the Notice of Completion is recorded by the County of Orange. Attachment C contains a copy of the Warranty Bond for reference.

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 that 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](#)

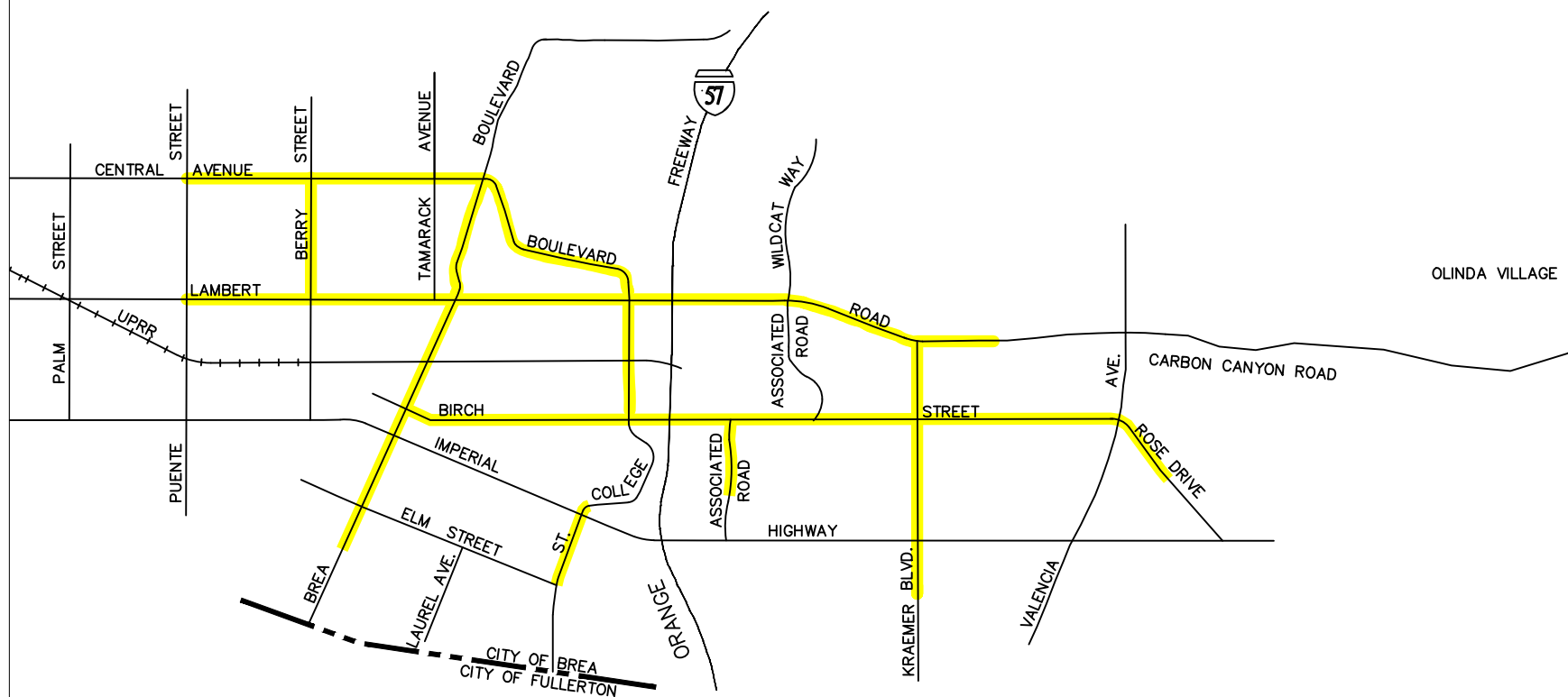
[Attachment B - Notice of Completion.pdf](#)

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

PROJECT 7719

FACILITY IMPROVEMENTS - BREA PD INTEGRATED CRIME CENTER (ICC) CITYWIDE CAMERA NETWORK

CITYWIDE PROJECT



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 August 18, 2026.
8. The name of the original contractor, if any, for the work of improvement was International Line Builders, Inc. dba ILB Electric.
(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: fiber optic network and camera 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: Integrated Crime Center (ICC) Citywide Camera Network, CIP 7719.
10. The street address of the said property is: Associated Road, Berry Street, Birch Street, Brea Boulevard, Central Avenue, Kraemer Boulevard, Lambert Road, Rose Drive, and State College Boulevard.

Dated: 8/18/26


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

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 18th day of August 2026


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

MAINTENANCE BOND

BOND No.: 190057837/108186884

KNOW ALL MEN BY THESE PRESENTS, That we, International Line Builders, Inc. dba ILB Electric of 3955 Temescal Canyon Road, Corona, CA 92883, as Principal, and Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of MA & CT, as Surety, are held and firmly bound unto City of Brea, hereinafter called the Oblgee, in the penal sum of One Million Four Hundred Eighty One Thousand Four Hundred Seven and 88/100 Dollars (\$1,481,407.88) for the payment of which sum well and truly to be made, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has by written agreement dated August 19, 2025 entered into a contract (the "Contract") with the Oblgee for: Brea Police Department Integrated Crime Center (ICC) Camera Network, CIP No. 7631

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Oblgee any defect which may develop during the period of One (1) Years from the date the Oblgee approves Final Payment, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

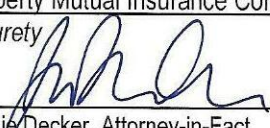
1. Oblgee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Oblgee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Oblgee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Oblgee against the Surety after the expiration of One (1) Years from the date the Oblgee approves Final Payment from the date of Oblgee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Signed and sealed with our hands this 17th day of July, 2026.

International Line Builders, Inc. dba ILB Electric
Principal

By: 

Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America
Surety


Julie Decker, Attorney-in-Fact



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 Riverside

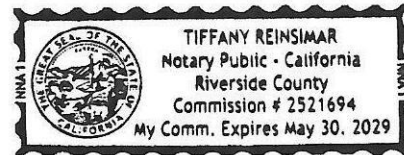
On July 21, 2026 before me, Tiffany Reinsimar, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



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~~ Minnesota

County of Hennepin

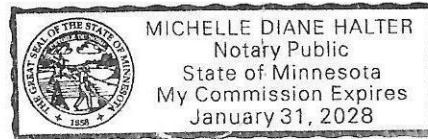
On July 17th, 2026 before me, Michelle Diane Halter, Notary Public
(insert name and title of the officer)

personally appeared Julie Decker, Attorney-In-Fact,
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~~ Minnesota that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Michelle Halter (Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghausser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY SS

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **JULIE DECKER** of **BLOOMINGTON**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

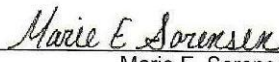
By: 
Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March**, **2031**




Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

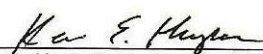
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

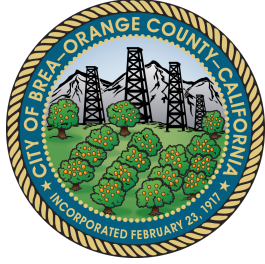
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **July**, **2026**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CITY *of* BREA

Finance Committee Communication
August 11, 2026
Item No. 3D.

Amend CIP 7946 Western Extension to the Tracks at Brea FY2026-27 Budget

TO	PREPARED BY
Finance Committee Members	Wade Whitman, Management Analyst I
DEPARTMENT HEAD APPROVAL	CITY MANAGER APPROVAL
Michael Ho, Public Works Director	Kristin Griffith, City Manager

RECOMMENDATION

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

1. Adopt a resolution amending the FY 2025-27 Operating and Capital Improvement Program Budget for the Western Extension to the Tracks at Brea (CIP 7946)

BACKGROUND/DISCUSSION

City staff have been negotiating with Union Pacific Railroad (UPR) since 2018 for the purchase of property through the railroad corridor to extend CIP 7946 Western Extension to the Tracks at Brea (Project) from the existing terminus at the Brea Canyon Flood Channel to the western city limits at Palm Street. While negotiations have progressed, City staff have worked diligently to secure funding to acquire the property and extend the Tracks at Brea 1.3 miles to complete the City's segment of the greater OC Loop project. The results of these efforts include the following:

- City Staff prepared an ATP grant application in 2020 for the fifth cycle of the program. A program supplement authorizing the use of \$1,787,000 for right of way (ROW) acquisition was received in 2023.
- Grant agreement 3825-RMC21013 for \$225,000 of State Park funds was executed at the November 16, 2021, City Council meeting. The scope of the grant included concept design and community outreach activities and the project was certified complete at the November 19, 2024, City Council meeting. Final reimbursement for the project has already been received and the funding was not included in the table below for this staff report.
- In 2022, City staff collaborated with Townsend Public Affairs and the offices of Senator Feinstein, Senator Padilla, and Congresswoman Kim to secure \$2,000,000 in Congressionally Directed Spending funds for the acquisition. The grant agreement for this funding was executed at the October 10, 2023, City Council meeting and has already been appropriated in the project budget.
- The City has received four installments of Congestion Mitigation and Air Quality (CMAQ) funding for the Project. For the preliminary engineering (PE) phases and ROW phases, these include one installment of \$237,000 for PE, one installment of \$3,592,000 for ROW, which was previously appropriated in the project budget, and a second installment of \$2,219,000 for ROW. A program supplement authorizing the use of the funding was received in July of 2026.

- In 2025, the City received an opportunity to repurpose the remaining \$85,624 of earmark funding to the ROW phase of the Project from cost savings realized by CIP 7251 Lambert/57 Interchange Improvements. This funding was also authorized for use by the aforementioned program supplement.

In addition to the ROW funds, the City has also received the following awards for the construction (CON) phase of the Project:

- The fourth installment of CMAQ funding includes \$1,320,000 for CON activities. The use of this funding has not yet been authorized through a program supplement.
- In May of 2025, City staff applied for an additional \$1,771,000 of CON funding through the FY2026-27 & 2027-28 Surface Transportation Block Grant (STBG)/CMAQ program. The funding recommendation was approved by the Southern California Association of Governments (SCAG) Regional Council at their December 4, 2025 meeting. The use of this funding has not yet been authorized through a program supplement.
- In October of 2025, Orange County Transportation Authority (OCTA) staff notified City staff that they would be submitting the Project on behalf of the City for \$6,149,000 in CON funding through the 2026 State Transportation Improvement Program (STIP). The Project was recommended for funding and the STIP was adopted by the California Transportation Commission (CTC) at the March 19, 2026 meeting. City staff are currently waiting for additional information regarding funding allocation.
- City Staff intend to return at a later date to appropriate funding for CON once PE and ROW activities have been completed and authorization to use CON funding has been received.

Table 1: ROW and PE funding per SCAG Federal Transportation Improvement Program Amendment #25-28

Phase	Funding Type	Value	Match
PE	CMAQ	\$ 237,000	\$ 88,000
ROW	2022 HUD Appropriations	\$ 2,000,000	\$ -
ROW	ATP Cycle 5	\$ 1,787,000	\$ -
ROW	CMAQ	\$ 3,592,000	\$ 718,000
ROW	CMAQ	\$ 2,219,000	\$ 255,000
ROW	Earmark Repurposing	\$ 85,624	\$ -
	Total	\$ 9,920,624	\$ 1,061,000

*Funding was appropriated in a previous fiscal year.

For PE and ROW acquisition, the City has received \$9,920,624 of grant funding with a required match of \$1,061,000 for a total of \$10,981,624. Negotiations with Union Pacific Railroad were finalized this year, and the purchase of a 2.8-acre easement for \$10,190,491 was approved by a unanimous vote at the June 16, 2026 City Council meeting. Additional closing costs associated with the purchase total \$17,682, bringing the total to \$10,208,173. An allocation of \$1,000,000 from Fund 250, Park Development, was previously appropriated to meet the required local match. As of late May, there is \$804,431 of Fund 250 remaining in the Project budget due to legal, appraisal, and project management costs incurred over the last few years.

City staff recommends adopting a resolution to amend the FY 2025-27 Capital Improvement Program Budget to appropriate \$4,628,624 for CIP 7946 Western Extension to the Tracks at Brea to fund the acquisition of a 2.8-acre easement from the Brea Canyon Flood Channel to Palm Street. The funding will come from an additional appropriation of \$300,000 of Fund 250 to ensure the required local match is met for PE and ROW phases, and the recognition of State/Federal grant awards of \$2,456,000; \$1,787,000; and \$85,624 through the Congestion Mitigation and Air Quality (CMAQ), Active Transportation Program (ATP), and Earmark Repurposing programs, respectively. The recommended adjustments are provided in Attachment B - Exhibit A.

The funding for this gap closure will contribute to the completion of a 20-mile off-street corridor serving Orange County residents throughout Brea, La Habra, and Placentia. The completion of the City's segment of the OC Loop will improve mobility, accessibility, and safety for bicyclists and pedestrians within the City and neighboring communities, and achieve a long-term goal identified in the City's Active Transportation Plan.

FISCAL IMPACT/SUMMARY

The City of Brea's local match will come from Fund 250, Park Development. A majority of the match was appropriated in a previous fiscal year and City staff are requesting an additional \$300,000 to ensure the required match is met. There is sufficient funding in Fund 250 to cover this shortfall. The grant funding for PE and ROW activities is reimbursement-based, and the initial purchase of the property amount of \$10,208,173 will be made with General Fund monies. City staff expects reimbursement within the 2026-27 Fiscal Year.

Attachments

[Attachment A - Resolution.pdf](#)

[Attachment B - Exhibit A.pdf](#)

[Attachment C - Executed Program Supplement.pdf](#)

[Attachment D - Executed Finance Letter.pdf](#)

[Attachment E - Executed Earmark Repurposing.pdf](#)

[Attachment F - Vicinity Map.pdf](#)

[Attachment G - SCAG Amendment 25-28.pdf](#)

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING FISCAL YEARS 2025-27 OF THE CAPITAL IMPROVEMENT PROGRAM AND OPERATING BUDGET

A. RESOLUTION:

The City Council of the City of Brea does hereby find, determine and resolve that Fiscal Year 2025-26 and 2026-27 of the Capital Improvement Program Budget, Resolution No. 2025-047 and the Fiscal Year 2025-26 and FY 2026-27 Operating Budget, Resolution No. 2025-045, as heretofore amended, be further amended as set forth in Exhibit A, attached.

APPROVED AND ADOPTED this 18th day of August, 2026.

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 18th day of August, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

City Clerk

City of Brea
**BUDGET ADJUSTMENTS
 OPERATING AND
 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET**

August 18, 2026

			Fiscal Year 2025-26			Fiscal Year 2026-27				
Account			Current Budget	Amended Budget	Funding Required	Current Budget	Amended Budget	Funding Required	Description	
PARK DEVELOPMENT FUND (250)										
250909510	5985	(TEXP) Transfer-in from Park Development Fund (250)	\$ 2,050,101	\$ 2,050,101	\$ -	\$ -	\$ 300,000	\$ 300,000		
Change in Fund Revenues					\$ -			\$ -		
Change in Transfers-In					-			-		
Change in Fund Expenditures					-			-		
Change in Transfers-Out					-			300,000		
Net Change in Revenues over Expenditures					\$ -			\$ (300,000)		
CAPITAL IMPROVEMENT PROGRAM FUND (510)										
510909250	3985	(TREV) Transfer-in from Park Development Fund (250)	\$ 2,050,101	\$ 2,050,101	\$ -	\$ -	\$ 300,000	\$ 300,000		
510707946	4098	(EXP) Tracks at Brea Western Extension Project	\$ 6,260,404	\$ 6,260,404	\$ -	\$ -	\$ 4,628,624	\$ 4,628,624		
510707946	3549	(REV) State Grants - Other	\$ 3,406,635	\$ 3,406,635	\$ -	\$ -	\$ 1,787,000	\$ 1,787,000	ATP Cycle 5 Award	
510707946	3569	(REV) Federal Grants - Other	\$ 2,019,931	\$ 2,019,931	\$ -	\$ -	\$ 2,456,000	\$ 2,541,624	CMAQ Award and DEMO funding	
Change in Fund Revenues					\$ -			\$ 4,328,624		
Change in Transfers-In					-			300,000		
Change in Fund Expenditures					-			4,628,624		
Change in Transfers-Out					-			-		
Net Change in Revenues over Expenditures					\$ -			\$ -		

PROGRAM SUPPLEMENT NO. F029 Rev. 2
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 12-5237F15

Adv. Project ID
1214000048

Date: July 20, 2026
Location: 12-ORA-0-BRE
Project Number: ATPCML-5237(033)
E.A. Number:
Locode: 5237

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/03/2017 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 2018-074 approved by the Administering Agency on December 6, 2016 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Union Pacific Railroad property between Berry Street and Brea Canyon Flood Channel (current Tracks at Brea terminus).

TYPE OF WORK: Pedestrian and Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds	Matching Funds		
	RPS8 \$85,624.00	LOCAL	STATE \$1,787,000.00	OTHER
	Y400 \$5,811,000.00			
\$12,129,700.00	M400 \$237,000.00	\$1,674,458.00		\$2,534,618.00

CITY OF BREA

By Ryan S. Chapman, Ryan S. Chapman
Title City Engineer
Date 7/21/2026
Attest Victoria Popescu, Victoria Popescu
city clerk

STATE OF CALIFORNIA

Department of Transportation

By Ferdinand A. Batatan
Ferdinand A. Batatan (Jul 22, 2026 11:22:02 PDT)

FOR: Chief, Office of Project Implementation
Division of Local Assistance

Date 07/22/2026

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Kam Wong

Date 7/21/2026

\$7,920,624.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.

Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

SPECIAL COVENANTS OR REMARKS

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to

SPECIAL COVENANTS OR REMARKS

comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.
3. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering

SPECIAL COVENANTS OR REMARKS

Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

4. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
- B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- H. ADMINISTERING AGENCY agrees, and will assure that its contractors and

SPECIAL COVENANTS OR REMARKS

subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

SPECIAL COVENANTS OR REMARKS

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

5. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or

activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

SPECIAL COVENANTS OR REMARKS

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 2016-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA AUTHORIZING THE CITY ENGINEER TO EXECUTE VARIOUS STATE AND FEDERAL TRANSPORTATION PROGRAM DOCUMENTS REQUIRED FOR HIGHWAY PROJECTS INCLUDING STREET RIGHT- OF-WAY CERTIFICATIONS

A. RECITALS:

(i) The City of Brea is eligible to receive Federal and State funding for certain transportation projects through the California Department of Transportation; and

(ii) Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Right-of-way Certifications need to be executed with the California Department of Transportation before such funds can be claimed; and

(iii) The City of Brea wishes to delegate authorization to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Right-of-way Certifications and any amendments thereto with the California Department of Transportation to the City Engineer.

B. RESOLUTION:

NOW, THEREFORE, be it resolved that the City Council of the City of Brea hereby authorizes the City Engineer of the City of Brea to approve, execute and sign State and Federal documents required to receive Federal and/or State funding for various transportation projects, including but not limited to right-of-way certifications on behalf of the City. Such documents, when duly executed by the City Engineer, shall be binding upon the City as if separately approved by the City Council.

APPROVED AND ADOPTED this 6th day of December, 2016.



Christine Marick, Mayor

ATTEST:


Lillian Harris- Neal, City Clerk



I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was passed at a regular meeting of the City Council of the City of Brea, held on the 6th day of December, 2016, by the following vote:

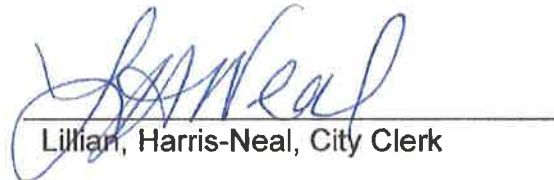
AYES: COUNCIL MEMBERS: Marick, Hupp, Simonoff, Parker, Vargas

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

DATE: December 6, 2016


Lillian, Harris-Neal, City Clerk



5237033 PSA R2

Final Audit Report

2026-07-22

Created:	2026-07-22
By:	Gregory Nannini (s147991@dot.ca.gov)
Status:	Signed
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-  Document created by Gregory Nannini (s147991@dot.ca.gov)
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-  Signer Ferdinand Batatan (ferdinand.batatan@dot.ca.gov) entered name at signing as Ferdinand A. Batatan
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FINANCE LETTER

Date: 07/22/2026
D_CO_RT: 12-ORA-0-BRE
Project No: ATPCML-5237(033)
Adv. Project Id: 1214000048
Project End Date: 12/31/2028

EA No:

Est Tot Proj Costs: \$20,952,000

To: City of Brea

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL M400	FEDERAL Y400	FEDERAL RPS8	STATE (ATP)	LOCAL	OTHER (NON-PARTICIPATING)
Agency Preliminary Engineering	Pro Rata	\$267,706.00	\$267,706.00	88.53%	\$237,000.00	\$0.00	\$0.00	\$0.00	\$30,706.00	\$0.00
Right of Way	Pro Rata	\$9,098,494.00	\$6,563,876.00	88.53%	\$0.00	\$5,811,000.00	\$0.00	\$0.00	\$752,876.00	\$2,534,618.00
Right of Way		\$2,656,000.00	\$2,656,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$1,787,000.00	\$869,000.00	\$0.00
Right of Way	Pro Rata	\$107,500.00	\$107,500.00	79.65%	\$0.00	\$0.00	\$85,624.00	\$0.00	\$21,876.00	\$0.00
Totals:		\$12,129,700.00	\$9,595,082.00		\$237,000.00	\$5,811,000.00	\$85,624.00	\$1,787,000.00	\$1,674,458.00	\$2,534,618.00

Participation Ratio: 79.1% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: Ferdinand A. Batatan
Ferdinand A. Batatan (Jul 22, 2026 11:20:39 PDT)
Title: HQ Sr. Area Engineer

Printed Name: Ferdinand A. Batatan
Telephone No: (279) 599-2032

Remarks: Req #1: CTC allocated \$1,787,000 of State Only Fund ATP for RW at the March 22-23, 2023 meeting. PPNo. 12-1303.

Note: This PROJECT is subject to the Timely Use of Funds (TUF) provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures. Timely Use of Fund rules superseded the Federal Reversion Dates.

Seq #1: This Finance Letter reflects the obligation of \$237,000 (via EPSP of \$137,000) for Preliminary Engineering using CMAQ funds programmed under ORA190906 for FY 23/24 & 24/25 in Administrative Modification #23-25 approved on 04/17/2024 to SCAG's 2023 FTIP.

Emission benefit reduction calculation: CO 0.486 kg/day, NOx 0.020 kg/day. PM2.5 0.002 kg/day, PM10 0.008 kg/day.

Seq #2: This sequence reflects the obligation of \$3,592,000 for Right of Way (Acq) using CMAQ funds under ORA190906 programmed in Amendment #25-01 approved on 12/20/2024 to SCAG's 2025 FTIP.

Seq #3: This Finance Letter reflects the additional obligation of \$2,304,624 for Right of Way (Acq) using CMAQ (\$2,219,000) & Earmark Repurpose (\$85,624) funds under ORA190906 programmed in Amendment #25-24 approved on 05/22/2026 to SCAG's 2025 FTIP. DEMO ID: CA130.

FINANCE LETTER

Date: 07/22/2026
D_CO_RT: 12-ORA-0-BRE
Project No: ATPCML-5237(033)
Adv. Project Id: 1214000048
Project End Date: 12/31/2028

EA No:

Est Tot Proj Costs: \$20,952,000

To: City of Brea

ACCOUNTING INFORMATION										Cooperative Work Agreement	
ATPCML-5237(033)										APPROVED AMOUNT	EXPIRATION DATE
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/ STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE*			
1214000048	26102F	2030010680	F	\$85,624.00	2526	\$0.00	\$85,624.00	06/30/2031			
1214000048	26102F	2030010820	F	\$2,219,000.00	2526	\$0.00	\$2,219,000.00	06/30/2031			
1214000048	25102F	2030010820	F	\$3,592,000.00	2425	\$0.00	\$3,592,000.00	06/30/2030			
1214000048	24102F	2030010820	F	\$237,000.00	2324	\$19,970.80	\$217,029.20	06/30/2029			
1214000048	22102	2030720100		\$1,787,000.00	2122	\$0.00	\$1,787,000.00	06/30/2027			

*Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) Provisions. Also refer to your allocation notification letter(s) for allocation-specific TUF deadlines.

*Please submit invoices to the appropriate Districts by April 1st to avoid funds lapsing on the June 30th reversion date listed above and to allow sufficient time for Accounting and SCO year-end closing procedures.

PROJECT DEADLINES

Agency: 5237 Brea

Date: 07/22/2026
D_CO_RT: 12-ORA-0-BRE
Project No: ATPCML-5237(033)
Adv. Project Id: 1214000048
PPNO: 12-1303
Project End Date: 12/31/2028

Allocations Information – Allocation Deadlines (Data excludes extensions and funding shifts)

ALLOCATION INFORMATION						ALLOCATION DEADLINES				
ALLOCATION DATE	ACTION	PPNO	PHASE	FED/ STATE	ALLOCATION AMOUNT	Timely Use of Funds (TUF) Dates			PSA REQMT	Fed Funds
						(Cost Incurred) EXPENDITURE	CONTRACT AWARD	COMPLETION	LAST INVOICING OPPORTUNITY	PROJECT END DATE
03/23/2023	CTC	12-1303	ROW	S	\$1,787,000.00	06/30/2025			12/27/2025	

* The Project Deadline/Allocation Information table reflects the amount(s) originally allocated by the CTC. See the current finance letter for the corresponding encumbrance amounts after any required federal obligation.

* Allocation funding shifts (if any) are reflected on the Finance Letter. Note, If any "Const" Allocation is divided between CON and CE, it must be separated on the finance letter.

* Please refer to the applicable CTC Guidelines for Timely Use of Funds (TUF) provisions. Also refer to your allocation notification letter(s) for allocation-specific deadlines/extensions.

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5237033 S3 FL 07.22.2026

Final Audit Report

2026-07-22

Created:	2026-07-22
By:	Gregory Nannini (s147991@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6SOcrbu8dvpMUh9ILo4OldrYh4cpyp9V

"5237033 S3 FL 07.22.2026" History

-  Document created by Gregory Nannini (s147991@dot.ca.gov)
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2026-07-22 - 6:20:37 PM GMT- IP address: 149.136.17.248
-  Document e-signed by Ferdinand A. Batatan (ferdinand.batatan@dot.ca.gov)
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-  Agreement completed.
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2025 Earmark Repurposing Fact Sheet

Proposed Project:

Sponsor: City of Brea

Implementing Agency: City of Brea

Location (City/County/etc): City of Brea

Limits (A to B/Various): Union Pacific Railroad property (Brea Canyon Flood Channel to Palm Street)

Type of Work: Right-of-way acquisition for implementation of fully-funded (final design and construction) Class I multi-use path.

Is this an existing Federally Programmed Project? (Y/N)

Yes

TIP ID: ATPCML 5237(033) / ORA190906

Phase(s) of Work to Utilize

PE

No

Con

No

Repurposed Funds:

R/W

Yes

N/I

No

Repurposed Earmark Projects (Source of Funds for this proposed project)

Demo ID #	Leg. Reimburse Rate	Program Code(s)	Dist to Proposed Project (Miles)	Allocated Amount*	Obligated Amount*	Unobligated Balance*	Special Obligational Authority*	Additional Apportionment*
CA130	80%	Q920	2.5	\$1,009,723.00	\$924,099.00	\$85,624.00	\$85,624.00	\$0.00

Add additional lines as necessary

* See Earmark Project Lists (Greater than 10% and Less than 10%) at:

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/earmark-repurposing>

Approval:

I certify that the information is accurate and correct. The repurposed earmark project was designated anytime and is less than 10% obligated or final vouchered and closed. The proposed project is STBGP eligible, is within 25 miles of the original earmark description, will be obligated on or before September 30, 2024, 2028 and meets all requirements of Earmark Repurposing.

Local Sponsor Agency:

City of Brea	Michael Ho	[Signature] 8/8/25
Agency	Name	Signature/Date

RTPA Representative Authorized to Commit Repurposing:

OCTA	Adriann Cardoso	[Signature] 8.11.25
Agency	Name	Signature/Date

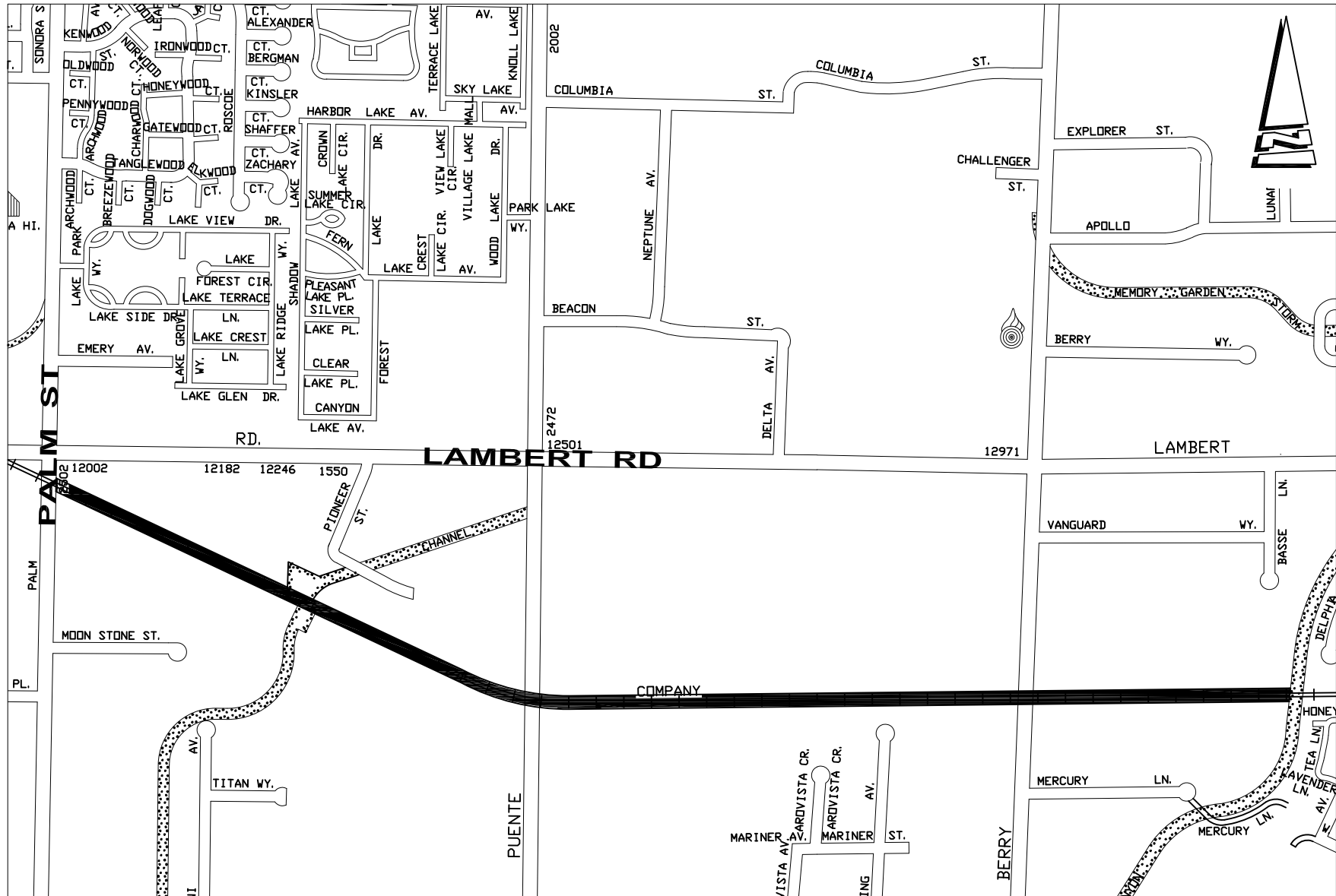
DLAE Concurrence:

Jonathan Lawhead	[Signature]	08/14/2025
Name	Signature/Date	

PROJECT 7946

FACILITY IMPROVEMENTS -

WESTERN EXTENSION TO THE TRACKS AT BREA



VICINITY MAP
NOT TO SCALE

2025 Federal Transportation Improvement Program
Administrative Modification #25-28
Orange County
Project Listing
(in \$000's)

FTIP ID	LEAD AGENCY	COUNTY	CONFORM CATEGORY	AIR BASIN	PROJECT COST	RTP ID	SYSTEM
ORA190906	Brea, City of	Orange	TCM Committed	SCAB	\$20,952	2L220	Local

PRIMARY PROGRAM CODE	PROJECT LIMITS	MODELING	FTIP AMENDMENT
NCN26 - BICYCLE FACILITY-NEW	From North Palm Street to Brea Canyon Channel		25-28

SCAG APPROVED	STATE APPROVED	FEDERAL APPROVED
	N/A	N/A

DESCRIPTION

OC Loop Segment B - Brea Gap Closure - Class I, 1.30-mile bikeway along the existing railroad ROW between North Palm Street and the Brea Canyon Channel in the City of Brea.

PHASE	FUND SOURCE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	FUTURE	TOTAL
PE	CITY - City Funds	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88
PE	CMAQ - Congestion	\$237	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$237
	Mitigation Air Quality									
PE	S-PARK - State Park Funds	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225
ROW	2022	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
	APPROPRIATIONS									
ROW	ATP - Active	\$1,787	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,787
	Transportation Program									
ROW	CITY - City Funds	\$0	\$718	\$255	\$0	\$0	\$0	\$0	\$0	\$973
ROW	CMAQ - Congestion	\$0	\$3,592	\$2,219	\$0	\$0	\$0	\$0	\$0	\$5,811
	Mitigation Air Quality									
ROW	Earmark Repurposing	\$0	\$0	\$86	\$0	\$0	\$0	\$0	\$0	\$86
	FY 2025									
CON	CITY - City Funds	\$0	\$0	\$0	\$0	\$505	\$0	\$0	\$0	\$505
CON	CMAQ - Congestion	\$0	\$0	\$0	\$0	\$1,320	\$0	\$0	\$0	\$1,320
	Mitigation Air Quality									
CON	STBG-C2	\$0	\$0	\$0	\$0	\$1,771	\$0	\$0	\$0	\$1,771
CON	STIP AC RIP	\$0	\$0	\$0	\$0	\$0	\$0	\$6,149	\$0	\$6,149
TOTAL	TOTAL	\$4,337	\$4,310	\$2,560	\$0	\$3,596	\$0	\$6,149	\$0	\$20,952

FTIP ID	LEAD AGENCY	COUNTY	CONFORM CATEGORY	AIR BASIN	PROJECT COST	RTP ID	SYSTEM
ORA230804	Various Agencies	Orange	EXEMPT - 93.126	SCAB	\$71,699	2L220	Local

PRIMARY PROGRAM CODE	PROJECT LIMITS	MODELING	FTIP AMENDMENT
LUM04 - TRANS. ENHANCEMT ACTIVITIES- ELIGIBLE ITEMS	From Various to Various		25-28

ONLY SCAG APPROVED	STATE APPROVED	FEDERAL APPROVED
	N/A	N/A

DESCRIPTION

Grouped Projects for Bicycle and pedestrian facilities. Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 and Table 3 categories - Bicycle and pedestrian facilities (both motorized and non-motorized).

PHASE	FUND SOURCE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	FUTURE	TOTAL
CON	CITY - City Funds	\$465	\$2,003	\$2,803	\$4,419	\$560	\$1,526	\$0	\$0	\$11,776
CON	CMAQ - Congestion	\$0	\$2,608	\$2,960	\$32	\$0	\$0	\$0	\$0	\$5,600
	Mitigation Air Quality									
CON	CMAQ-C2	\$0	\$0	\$0	\$14,723	\$2,816	\$2,083	\$0	\$0	\$19,622
CON	STBG-C2	\$0	\$0	\$0	\$11,722	\$1,294	\$6,516	\$0	\$0	\$19,532
CON	STPL-R - STP Local	\$1,215	\$4,749	\$5,411	\$3,794	\$0	\$0	\$0	\$0	\$15,169
	Regional									
TOTAL	TOTAL	\$1,680	\$9,360	\$11,174	\$34,690	\$4,670	\$10,125	\$0	\$0	\$71,699

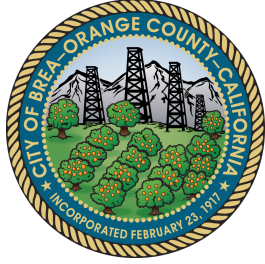
FTIP ID	LEAD AGENCY	COUNTY	CONFORM CATEGORY	AIR BASIN	PROJECT COST	RTP ID	SYSTEM
ORA270002	Various Agencies	Orange	EXEMPT - 93.126	SCAB	\$48,992	7120001	Local

PRIMARY PROGRAM CODE	PROJECT LIMITS	MODELING	FTIP AMENDMENT
LUM02 - REHABILITATION AND RECONSTRUCTION	From Various to Various		25-28

SCAG APPROVED	STATE APPROVED	FEDERAL APPROVED
	N/A	N/A

DESCRIPTION

Grouped Projects for STBG/CMAQ Call Local System Rehab Projects - Projects are consistent with 40 CFR Part 93.126 Exempt Tables 2 and Table 3 categories - Pavement resurfacing and/or rehabilitation



CITY *of* BREA

Finance Committee Communication
August 11, 2026
Item No. 3E.

Approve Amendments for Additional As-Needed Arovista Park Services

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

RECOMMENDATION

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

1. Approve Amendment No. 4 with BKF Engineers in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$134,100 for as-needed civil engineering services.
2. Approve Amendment No. 1 with David Volz Design in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$105,000 for as-needed landscape design services.
3. Approve Amendment No. 2 with Shucri Yaghi Consulting Engineers, Inc. in the amount not-to-exceed \$30,000 resulting in a total contract amount not-to-exceed \$170,300 for as-needed structural engineering services.
4. Approve Amendment No. 2 with Telacu Construction Management in the amount not-to-exceed \$80,000 resulting in a total contract amount not-to-exceed \$969,479 for as-needed construction management services.

BACKGROUND/DISCUSSION

On March 19, 2024, the City Council awarded a construction contract for the Arovista Park Modernization Project, CIP No. 7978 (Project), for \$16,511,884.55, along with eight on-call, as-needed support services for consultants for \$1,295,479, for a total approved project budget of \$24,126,602. The professional services agreement for David Volz Design (DVD) was included in this item and was awarded \$75,000 for as-needed landscape design services. The as-needed support services were budgeted based on a Project completion time of Fall 2025.

On June 17, 2025, the City Council approved additional funding of \$168,000 to Geocon West, Inc.'s (Geocon) previously awarded amount of \$250,000, and \$32,100 to BKF Engineers' (BKF) previously awarded amount of \$42,000 due to soft soil conditions near the flood control channel, necessitating changes to the retaining wall and footing design and additional materials testing, soils inspection, and engineering services. Staff required these on-call service agreements to support the Project as it progressed, managing, answering, clarifying, approving, and providing daily inspections throughout construction, as they are the consulting engineers who designed the plans.

On December 16, 2025, the City Council approved contract amendments totaling \$302,300. Amendments included \$100,000 for Geocon, \$92,300 for Shucri Yaghi Consulting Engineers (Yaghi), \$30,000 for BKF, and \$80,000 for Telacu Construction Management (Telacu) to continue providing various services necessary to progress the project due to delays that occurred, pushing the planned completion to 2026. Primary challenges included the relocation of a Southern California Edison (SCE) power pole that conflicted with the proposed series of Americans with Disabilities Act (ADA) walkways leading to and from the Project, and the contractor's challenges in constructing over 50 walls.

The Project's original construction schedule allowed 250 working days, commencing on April 29, 2024, and ending on May 14, 2025. Based on actual holidays, weather days, and approved change-order days, the new allowed contract completion date was late August 2026. The contractor has submitted a new completion schedule and estimates a completion date in late Fall 2026. The contractor is committed to completing the remaining work as quickly and efficiently as possible; therefore, staff is requesting additional funds for the previously approved consultants. Staff will pursue recovery of these additional funds at the end of the Project.

Staff requests additional funding to amend existing contracts for several project consultants. Contract amendments will ensure oversight of the project is supported by a team of professionals with first-hand knowledge of challenges faced in the field. Each of these amendments will be billed on an as-needed basis only. Descriptions of their services are as follows:

- BKF serves as the civil engineer of record, clarifying and providing direction to the contractor.
- DVD serves as the Architect of Record, reviewing RFIs, change orders, and claims, overseeing project inspection to ensure compliance with plans and specs, and providing cost reduction alternatives.
- Yaghi serves as the structural engineer of record, reviewing the contractor's plan submittals, field inspections, and design change orders.
- Telacu serves as the Construction Management firm, serving and has been the primary conduit for day-to-day Project operations. They have been instrumental in facilitating efforts between the contractor and consultant team and have a broad understanding of the project's complex history.

FISCAL IMPACT/SUMMARY

The Project is approximately 65% complete, however challenges with the contractor have led to delays, pushing the planned completion to the end of Fall 2026. Challenges include lack of project understanding, inadequate personnel due to turnover, and sequencing issues. These challenges have led to workplace incidents including improper shoring, improper wall construction, reconstruction of pavement, reconstruction of court foundation, and stop-work orders.

Previous on-call agreements were awarded to BKF for \$104,100, DVD for \$75,000, Telacu for \$889,479, and to Yaghi for \$140,300 to provide various support services for answering, clarifying, approving, and conducting inspections throughout the construction process. The additional funding request includes \$30,000 for BKF, \$30,000 for DVD, \$80,000 for Telacu, and \$30,000 for Yaghi to continue their services. The combined additional request is \$170,000.

On March 19, 2024, the City Council appropriated \$12,668,602 to the Project budget, bringing the total to \$24,126,602. One line-item in the Project budget was for the installation of the Westside Restroom/Storage facilities for \$500,000. The funding for this item is no longer needed as the City has the \$2M Federal grant from the Department of Housing and Urban Development for Arovista Park. These grant funds will install the new westside restroom at Arovista Park. At the December 16, 2025, City Council meeting, \$302,300 of the unused \$500,000 was allocated to contract amendments for BKF, Geocon, Yaghi, and Telacu.

The combined additional request of \$170,000 will draw down from the remaining \$197,700 of the unused \$500,000. Any unspent funds will return to the Project budget. No additional funding is requested for these contract amendments, as sufficient funding is available within the existing Capital Improvement Project budget. Staff intend to pursue recovery of these additional funds at the end of the Project.

Attachments

[Attachment A - Amendment No. 4 with BKF.pdf](#)

[Attachment B - Amendment No. 1 with DVD.pdf](#)

[Attachment C - Amendment No. 2 with Yaghi.pdf](#)

[Attachment D - Amendment No. 2 with Telacu.pdf](#)

**Amendment No. 04
to Professional Services Agreement**

This Amendment to the **Professional Services Agreement** dated **Wednesday, April 30, 2025**, is made and entered into this **Tuesday, August 18, 2026** by and between the City of Brea ("City") and **BKF Engineers, ("Consultant")**.

RECITALS

A. On or about **Wednesday, April 30, 2025** and **Consultant** entered into an agreement for **Professional Services**, whereby **Consultant** agreed to provide **Civil Engineering Services** to the City ("Agreement".)

B. By its original terms, or by amendment(s), **the Agreement will expire upon satisfactory completion of the Services** and provided for compensation in the **lumpsum** not-to-exceed amount of **\$ 104,100.00**.

C. **The parties desire to memorialize their desire to extend the term of the Agreement. The parties desire to provide for additional compensation payable to Contractor for additional work in the amount of \$ 30,000.00**

AGREEMENT

1. **Notwithstanding any provision of the Agreement: the term of the Agreement is hereby extended and shall expire upon satisfactory completion of the Services . Notwithstanding any provision of the Agreement: compensation payable to Contractor, calculated as a flat amount, or as an hourly rate, as applicable, shall be increased by the not-to-exceed amount of \$ 134,100.00. The scope of Services remains unchanged.**

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Addendum and that this Amendment is binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, the parties have executed this Amendment as of **Tuesday, August 18, 2026**. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

BKF Engineers

By: _____
Bruce Kirby
President
bkirby@bkf.com

By: _____
Jason White
Manager
jwhite@bkf.com

Date Signed: _____

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$50,000)

By: _____
Mayor
_____**@cityofbrea.gov**

By: _____
Victoria Popescu
City Clerk
VictoriaP@CityofBrea.gov

Date Signed: _____

Date Signed: _____

**Amendment No. 01
to Professional Services Agreement**

This Amendment to the **Professional Services Agreement** dated **Tuesday, March 19, 2024**, is made and entered into this **Tuesday, August 18, 2026** by and between the City of Brea ("City") and **David Volz Design, ("Consultant")**.

RECITALS

A. On or about **Tuesday, March 19, 2024** and **Consultant** entered into an agreement for **Professional Services**, whereby **Consultant** agreed to provide **As-Needed Landscape Design Services Through the Construction Period of the Arovista Park Modernization Project CIP No. 7978** to the City ("Agreement".)

B. By its original terms, or by amendment(s), **the Agreement will expire upon satisfactory completion of the Services** and provided for compensation in the **lumpsum** not-to-exceed amount of **\$ 75,000.00**.

C. **The parties desire to memorialize their desire to extend the term of the Agreement. The parties desire to provide for additional compensation payable to Contractor for additional work in the amount of \$ 30,000.00**

AGREEMENT

1. **Notwithstanding any provision of the Agreement: the term of the Agreement is hereby extended and shall expire upon satisfactory completion of the Services . Notwithstanding any provision of the Agreement: compensation payable to Contractor, calculated as a flat amount, or as an hourly rate, as applicable, shall be increased by the not-to-exceed amount of \$105,000.00. The scope of Services remains unchanged.**

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Addendum and that this Amendment is binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, the parties have executed this Amendment as of **Tuesday, August 18, 2026**. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

David Volz Design

By: _____

By: _____

David Volz
President
dvolz@dvolzdesign.com

Date Signed: _____

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$50,000)

By: _____

By: _____

Mayor
_____**@cityofbrea.gov**

Victoria Popescu
City Clerk
VictoriaP@CityofBrea.gov

Date Signed: _____

Date Signed: _____

**Amendment No. 02
to Professional Services Agreement**

This Amendment to the **Professional Services Agreement** dated **Wednesday, January 31, 2024**, is made and entered into this **Tuesday, August 18, 2026** by and between the City of Brea ("City") and **Shucri Yaghi Consulting Engineers, Inc.**, ("**Consultant**").

RECITALS

A. On or about **Wednesday, January 31, 2024** and **Consultant** entered into an agreement for **Professional Services**, whereby **Consultant** agreed to provide **As-Needed Construction Phase Structural Engineering Services for Arovista Park Modernization Project CIP No. 7978** to the City ("**Agreement**".)

B. By its original terms, or by amendment(s), **the Agreement will expire upon satisfactory completion of the Services** and provided for compensation in the **lumpsum** not-to-exceed amount of **\$ 140,300.00**.

C. **The parties desire to memorialize their desire to extend the term of the Agreement. The parties desire to provide for additional compensation payable to Contractor for additional work in the amount of \$ 30,000.00**

AGREEMENT

1. **Notwithstanding any provision of the Agreement: the term of the Agreement is hereby extended and shall expire upon satisfactory completion of the Services. Notwithstanding any provision of the Agreement: compensation payable to Contractor, calculated as a flat amount, or as an hourly rate, as applicable, shall be increased by the not-to-exceed amount of \$ 170,300.00. The scope of Services remains unchanged.**

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Addendum and that this Amendment is binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, the parties have executed this Amendment as of **Tuesday, August 18, 2026**. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Shucri Yaghi Consulting Engineers, Inc.

By: _____

Shucri Yaghi
President
yaghi-engineers@live.com

By: _____

Date Signed: _____

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$50,000)

By: _____

Mayor
_____**@cityofbrea.gov**

By: _____

Victoria Popescu
City Clerk
VictoriaP@CityofBrea.gov

Date Signed: _____

Date Signed: _____

**Amendment No. 02
to Professional Services Agreement**

This Amendment to the **Professional Services Agreement** dated **Tuesday, March 19, 2024**, is made and entered into this **Tuesday, August 18, 2026** by and between the City of Brea ("City") and **Telacu Construction Management, ("Consultant")**.

RECITALS

A. On or about **Tuesday, March 19, 2024** and **Consultant** entered into an agreement for **Professional Services**, whereby **Consultant** agreed to provide **Construction Management and Inspection Services for the Arovista Modernization Project CIP No. 7978** to the City ("Agreement".)

B. By its original terms, or by amendment(s), **the Agreement will expire upon satisfactory completion of the Services** and provided for compensation in the **lumpsum** not-to-exceed amount of **\$ 889,479.00**.

C. **The parties desire to memorialize their desire to extend the term of the Agreement. The parties desire to provide for additional compensation payable to Contractor for additional work in the amount of \$ 80,000.00**

AGREEMENT

1. **Notwithstanding any provision of the Agreement: the term of the Agreement is hereby extended and shall expire upon satisfactory completion of the Services . Notwithstanding any provision of the Agreement: compensation payable to Contractor, calculated as a flat amount, or as an hourly rate, as applicable, shall be increased by the not-to-exceed amount of \$969,479.00. The scope of Services remains unchanged.**

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unaffected and in full force and effect.

3. The persons executing this Amendment warrant that they are authorized to execute this Addendum and that this Amendment is binding on the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

WHEREAS, the parties have executed this Amendment as of **Tuesday, August 18, 2026**. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

Telacu Construction Management

By: _____

John Clem
President
jclem@telacu.com

By: _____

Date Signed: _____

Date Signed: _____

[Corporation: pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line. Limited liability company: Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$50,000)

By: _____

Mayor
_____**@cityofbrea.gov**

By: _____

Victoria Popescu
City Clerk
VictoriaP@CityofBrea.gov

Date Signed: _____

Date Signed: _____