



BREA CIVIC & CULTURAL CENTER | 1 Civic Center Circle | Brea, California 92821 | [www.cityofbrea.net](http://www.cityofbrea.net)

## City Council Agenda

**Friday, June 30, 2023**

8:30 a.m. - General Session

***Marty Simonoff**, Mayor*

***Christine Marick**, Mayor Pro Tem*

***Cecilia Hupp**, Council Member*

***Blair Stewart**, Council Member*

***Steven Vargas**, Council Member*

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

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

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

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

Written comments may be submitted in advance of the meeting by emailing [cityclerksgroup@cityofbrea.net](mailto:cityclerksgroup@cityofbrea.net). Written comments received by 5 p.m. the day before the meeting will be provided to the Council, will be made available to the public at the meeting, and will be included in the official record of the meeting.

### **Special Accommodations**

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

### **Important Notice**

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

**GENERAL SESSION**  
**7:00 p.m. - Council Chamber**  
**Plaza Level**  
**and**  
**Double Eagle Resort & Spa - Lobby**  
**5587 CA-158, June Lake, California, 93529**

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**CALL TO ORDER/ ROLL CALL - COUNCIL**

1. **Matters from the Audience**
2. **Response to Public Inquiries - Mayor / City Manager**

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

**CITY COUNCIL - CONSENT**

3. **June 20, 2023 City Council Regular Meeting Minutes** - Approve.
4. **Approval of the Memorandums of Understanding Between the City of Brea and 1) The Brea City Employees' Association and 2) The Administrative and Professional Employees' Association** -Adopt Resolution Nol 2023-050 approving the Memorandums of Understanding (MOU's) with the Brea City Employees' Association (BCEA), and the Administrative and Professional Employees' Association (APEA). The estimated net General Fund impact of entering into the agreements with these employee associations has been included in the operating budget.
5. **Landlord's Consent to Leasehold Deed of Trust related to the City's Retail Commercial Parcel located at 910 East Birch Street (Lessee: Nesbitt Partners Brea Venture, Ltd.)** - Staff Recommends that the City Council take the following action: Authorize the City Manager to execute the attached Landlord's Consent to Leasehold Deed of Trust to allow Nesbitt Partners Brea Venture, Ltd. ("Nesbitt") to sale the improvements, equipment, and other personal property located on the Retail Parcel located at 910 East Birch Street. There is no fiscal impact to the General Fund.

**ADMINISTRATIVE ANNOUNCEMENTS**

6. **City Manager**
7. **City Attorney**
8. **Council Requests**

**COUNCIL ANNOUNCEMENTS**

**ADJOURNMENT**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 06/30/2023  
**SUBJECT:** June 20, 2023 City Council Regular Meeting Minutes

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**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED:**

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

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**Attachments**

Draft Minutes

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# DRAFT

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

### MINUTES JUNE 20, 2023

#### CLOSED SESSION 6:00 p.m. - Executive Conference Room Level Three

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#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Simonoff called the Closed Session to order at 6:00 p.m., all members were present.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

#### 1. Public Comment

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C.§54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C.§54957.6). Records not available for public inspection.

- 2. Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 -** Regarding the Brea City Employees' Association (BCEA), and Administrative Professional Employees' Association (APEA) - Bill Gallardo, Negotiator and Laura Kalty and Oliver Yee LCW Attorneys.
- 3. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.

Mayor Simonoff adjourned the Closed Session at 6:52 p.m.

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

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#### CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Simonoff called the General Session to order at 7:00 p.m., all members were present.

- 4. Pledge of Allegiance**  
Boy Scout Troop 707 led the Pledge of Allegiance.
- 5. Invocation**  
Pastor Rick Darden, Friends Community Church, delivered the Invocation.

**6. Community Announcements**

Councilmember Stewart announced that the Family Films in the Brea Civic and Cultural Center Plaza begin on Friday, June 23 featuring the movie, Up. He also announced that there will be a raffle prior to the movie and encouraged the community come early to participate and possibly win some prizes. He added that the Curtis Theatre will be selling concessions, before and during the movie, the film starts playing at 8:00 p.m., and admission and parking are free.

Mayor Pro Tem Marick announced that the 2023 Concerts in the Park series starts on Wednesday, July 5 with Symphonic Winds of the Pacific. She encouraged the community to bring lawn chairs, snacks, and enjoy the symphonic sounds of familiar and patriotic tunes under the summer sky. She added that concerts are held on Wednesdays, through August 9, at 6:30 p.m. at City Hall Park and admission and parking are free.

Councilmember Vargas announced that the City of Brea is once again hosting its Patriotic Home Beautification Challenge, where residents decorate the outside of their homes with patriotic flair for a chance to win a prize. He stated that to be considered, residents must email their pictures by June 21 to [BreaSpecialEvents@cityofbrea.net](mailto:BreaSpecialEvents@cityofbrea.net)

Councilmember Hupp reminded the community that fireworks are prohibited in the City of Brea. She added that, if residents are able to identify the exact location of someone using fireworks, they are encouraged to report it to Brea Police Department's non-emergency line at (714) 990-7911.

Councilmember Hupp invited the community to celebrate the nation's independence at the 43rd annual Country Fair, taking place on Tuesday, July 4 at City Hall Park, from 7:00 a.m. to 3:00 p.m. She announced that will be a Car Show, kiddie parade, Beautiful Babies contest, a marketplace, rides, and free swimming at the Plunge.

**7. Matters from the Audience**

Justine Makoff, Sunburst Youth Academy, spoke about the program and invited the Community to visit the facilities and observe the students.

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

None.

**PUBLIC HEARINGS** - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

**9. Public Hearing to Consider the Adoption of the City of Brea FY 2023-24 and FY 2024-25 Biennial Operating Budget**

**10. Public Hearing to Consider Adoption of the City of Brea FY 2023-25 Biennial Capital Improvement Program (CIP) Budget**

**11. Public Hearing to Consider the Adoption of the Successor Agency to the Brea Redevelopment Agency 2023-25 Biennial Operating Budget**

**12. Public Hearing to Consider Adoption of 2023-25 Biennial Operating Budget for the Brea Public Financing Authority**

**13. Public Hearing to Consider Adoption of 2023-25 Biennial Operating Budget for the Brea Community Benefit Financing Authority**

Mayor Simonoff indicated that one presentation will be provided for all of the public hearings.

Budget Manager Brenner provided a presentation on the proposed budget and spoke about the fiscal year 2023-25 budget process; major initiatives completed; biennial budget highlights; FY 2023-25 Operating Budget buy department, 2023-25 General Fund Revenues; five year projections for the General Fund; FY 2023-25 Successor Agency Budget; FY 2023-25 Public Financing Authority Budget; and the FY 2023-25 Brea Community Benefit Financing Authority budget.

Assistant City Engineer Chapman provided a presentation on the Capital Improvement Program (CIP) budget and spoke about continuing appropriations for Fiscal Year 2022-23, new appropriations, and the proposed CIP summary.

Mayor Simonoff opened the Public Hearing.

Adam Pryor, Brea Chamber of Commerce, thanked the Council for keeping the roads in good condition throughout the City.

Seeing no further members of the public wishing to address the Council, Mayor Simonoff closed the Public Hearing.

Council discussed interest in further paying down the OPEB unfunded liability. Council also discussed how projects are placed on the CIP budget, funding sources used, and pickleball courts. They also indicated that decision packages were discussed at the prior City Council Study Session.

Staff recommended waiting until the end of the fiscal year to finalize numbers and return to Council with a recommendation regarding OPEB and PARS trust funding.

Motion was made by Council Member Hupp, seconded by Council Member Stewart to adopt Resolution No. 2023-040 approving the Fiscal Year 2023-25 Operating Budget and appropriating funds for the City of Brea FY 2023-25 Operating Program; adopt Resolution No. 2023-041 for the Fiscal Year 2023-2025 Biennial Capital Improvement Program (CIP) Budget; adopt Resolution No. SA 2023-01 appropriating funds for the Successor Agency to the Brea Redevelopment Agency 2023-25 Proposed Operating Program Budget; adopt Resolution No. A 2023-01 appropriating funds for the Brea Public Financing Authority 2023-25 Operating Budget, as presented in the 2023-25 Proposed Biennial Budget document; and adopt Resolution No. BCBFA 2023-01 appropriating funds for the Brea Community Benefit Financing Authority 2023-25 Operating Budget, as presented in the 2023-25 Proposed Budget document. They also directed staff to bring back OEB and PARS trust funding after budget numbers are finalized.

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

Passed

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

**CITY COUNCIL - CONSENT**

**14. June 6, 2023 City Council Regular Meeting Minutes**

Councilmember Hupp requested that the response from Mayor Simonoff and City Attorney Boga be indicated in Item 15, Response to Public Inquiries.

The City Council approved the June 6, 2023 City Council Regular Meeting Minutes, as amended, with Councilmember Vargas recused.

**15. Fiscal Year 2023-24 Appropriations Limit**

The City Council adopted Resolution No. 2023-042 approving the Fiscal Year 2023-24 Appropriations Limit.

**16. Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2023-24**

The City Council approved and authorized staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2023-24 through 2029-30 to comply with Measure M2 eligibility criteria; and adopted Resolution Nos. 2023-043 - 2023-045 concerning the status and update of the Circulation Element, Mitigation Fee Program, Local Signal Synchronization Plan, and Pavement Management Plan for the Measure M (M2) Program.

**17. Road Repair and Accountability Act - Local Streets and Roads Funding Program, Fiscal Year 2023-24 Proposed Project List**

The City Council adopted Resolution No. 2023-046 approving projects funded by the Road Repair and Accountability Act.

**18. Second Reading of Ordinance No. 1240 - Brea City Code Amendment to update park, trail, and recreational facility regulations**

The City Council waived full reading and adopt the Ordinance No. 1240, an Ordinance of the Brea City Council amending the Brea City Code to update park, trail, and recreational facility regulations and approving a CEQA exemption determination.

**19. Public Works Consumer Price Index (CPI) Contract Increases**

The City Council approved CPI increases for agreements with Guaranteed Janitorial Services Inc., Mariposa Landscape Inc., Nieves Landscape Inc. and Tropical Plaza Nursery, Inc.; and approved amendments authorizing the City Manager to execute future CPI increases as long as the CPI increases do not exceed 5% of the contract amount.

**20. Brea Police Department's Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant Proposal**

The City Council adopted Resolution No. 2023-047 authorizing the Police Chief, on behalf of the Brea City Council, to submit the Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant Program Grant Proposal, to execute the Grant Agreement with the BSCC and any amendments thereof, and affirming that grant funds shall not be used to supplant expenditures controlled by this Body.

**21. Approval of the Memorandum of Understanding between the City of Brea and the Brea Management Association (BMA) and approving changes to the Executive Compensation Plan**

The City Council adopted Resolution No. 2023-048 approving the Memorandum of Understanding (MOU) with the Brea Management Association (BMA) and Adopt Resolution No. 2023-049 approving changes to the Executive Compensation Plan salaries and benefits policy.

**22. June 2 and 9, 2023 City Disbursement Registers**

The City Council received and filed the June 2 and 9, 2023 City Disbursement Registers.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City Council Consent Items 14 - 22, with Item 14 as amended and with Councilmember Vargas recusal from Item 14.

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

Passed

## ADMINISTRATIVE ANNOUNCEMENTS

- 23. **City Manager**  
None.
- 24. **City Attorney**  
None.
- 25. **Council Requests**  
None.

## COUNCIL ANNOUNCEMENTS

Councilmember Vargas spoke about the success of the Brea Downtown Car Show and commended City maintenance staff.

## ADJOURNMENT

Mayor Simonoff adjourned the General Session at 7:39 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 30 day of June, 2023.

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Lillian Harris-Neal, City Clerk

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Marty Simonoff, Mayor



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/30/2023

**SUBJECT:** Approval of the Memorandums of Understanding Between the City of Brea and 1) The Brea City Employees' Association and 2) The Administrative and Professional Employees' Association

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**RECOMMENDATION**

Adopt the resolution approving the Memorandums of Understanding (MOU's) with the Brea City Employees' Association (BCEA), and the Administrative and Professional Employees' Association (APEA).

**BACKGROUND/DISCUSSION**

Over the last several months, the City's negotiation team has been meeting with various employee associations to try and reach an agreement on terms and conditions of employment for new labor contracts (Memorandums of Understanding or MOUs). Considerable progress has been made, and the MOUs with the Brea City Employees' Association, and the Administrative and Professional Employees' Association are ready for City Council consideration.

The agreement that was reached with APEA and BCEA calls for a three-year term, including market salary adjustments for those positions that have fallen behind the labor market and will be effective July 8, 2023. Additionally, it includes salary increases of three percent (3%) in the second and third years, effective July 6, 2024, and July 5, 2025.

The market, cost of living adjustments and additional holiday leave are consistent with the same benefits available to all labor groups and are consistent with the agreement reached with BMA. BCEA will see a decrease in the number of days working out of class without additional pay and hour-for-hour holiday pay for those employees currently assigned to a 4/10 work schedule, which is more consistent with other associations. Additionally, based on the market survey of bilingual pay on-call assignment pay, they will also see an increase from \$100 to \$150 per month for bilingual pay and on-call from \$300 to \$550 per week for an on-call assignment.

**FISCAL IMPACT/SUMMARY**

The City has been working to reestablish its median market pay for employees. As we've seen a steady stream of staff departures, we continue looking at ways to attract and retain quality employees. These contract adjustments are needed for the City to stay competitive in the labor market if Brea is going to attract and maintain quality employees, especially in these associations that consist of most of the City's positions. The City's bargaining team has been meeting in good faith with the APEA and BCEA resulting in tentative agreements with these employee associations. The estimated net General Fund impact of entering into the agreements

with these employee associations has been included in the operating budget.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Candice Fisher, Acting Human Resources Manager

Concurrence: Kristin Griffith, Director of Administrative Services

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**Attachments**

Resolution

Attachment A

Attachment B

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## RESOLUTION NO. 2023-050

### A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA APPROVING MEMORANDUMS OF UNDERSTANDING WITH: 1) THE BREA CITY EMPLOYEES' ASSOCIATION; AND 2) THE ADMINISTRATIVE AND PROFESSIONAL EMPLOYEES' ASSOCIATION.

#### A. Recitals

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the Brea City Employees' Association as the majority representative of employees in the general employees bargaining unit, and the Administrative and Professional Employees Association as the majority representative of employees in the supervisory and professional employees bargaining, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the City and

the Brea City Employees' Association, and the City and the Administrative and Professional Employees' Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea City Employees' Association membership, and the Administrative and Professional Employees' Association membership have ratified their respective agreements.

B. Resolution

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

The Memorandums of Understanding representing agreements to changes in wages, hours, and terms and conditions of employment for the term of July 1, 2023, through June 30, 2026, by the City and 1) the Brea City Employees' Association (Attachment A); and 2) the Administrative and Professional Employees' Association (Attachment B); are approved.

**APPROVED and ADOPTED** THIS 30<sup>th</sup>. DAY OF June 2023.

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

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 30<sup>th</sup> of June 2023, and was adopted by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

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

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

**CITY OF BREA AND BCEA**  
**2023 MOU Negotiations**  
**Tentative Agreement**

**June 26, 2023**

**1. Term**

3 years, July 1, 2023 to June 30, 2026

**2. ARTICLE IV – SALARY AND WAGE PLAN; Salaries**

Effective the first full pay period following July 1, 2023, or the first full payroll period following approval and adoption of the MOU, whichever is later, salaries will be adjusted to reflect median salary based on the City's BCEA market survey results as provided by Sloan Sakai in April 2023; and further adjusted to reflect the updated results based on those agencies surveyed providing a base salary increase and that have a memorandum of understanding adopted by the agency by July 1, 2023 and effective July 1, 2023.

Effective the first full pay period following July 1, 2024, 3% base salary increase.

Effective the first full pay period following July 1, 2025, 3% base salary increase.

The City will perform a total compensation market study and provide it to BCEA no later than April 15, 2026 for purposes of discussion in successor MOU negotiations.

**3. ARTICLE IV – SALARY AND WAGE PLAN; On-Call Assignment**

Change the first listed factor in establishing and maintaining on-call duty lists from "Probationary status. Employees must have completed an initial probationary period in a public works classification." to "Upon management discretion" – City to provide redlined MOU language.

Increase on-call compensation from \$300 to \$550/week (existing MOU language and pay related to holidays will continue).

**4. ARTICLE IV – SALARY AND WAGE PLAN; SPECIAL PAYS; Bilingual Pay**

Increase the bilingual rate to \$150 per month, with the City to review annually to confirm continued operations need.

Remove the cap of up to ten (10) Association bilingual assignments, including language preserving operational discretion to approve based on department needs.

**5. ARTICLE IV – SALARY AND WAGE PLAN; SPECIAL PAYS; Working out of Class**

Decrease the number of days without additional compensation employees work out of classification from 20 days to 14 days.

**6. ARTICLE IV – SALARY AND WAGE PLAN; SPECIAL PAYS; Work Shoe Reimbursement**

Increase the annual work shoe allowance to \$300 per fiscal year.  
Update Building Inspector title to Jr. Plans Checker.

**7. ARTICLE V – LEAVES; Holidays**

Provide holiday pay equivalent to employees' *regularly* scheduled shift of 8 hours, 9 hours or 10 hours.

**8. ARTICLE V – LEAVES; Bereavement Leave**

Change twenty-seven (27) hours to three (3) working days.

**9. Article V- LEAVES**

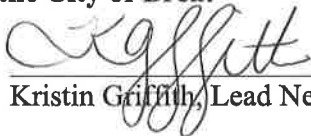
For period of contract, continue side letter with 18 hour carry over.

**10. ARTICLE VI – FRINGE BENEFITS; Wellness Program**

Increase wellness allowance to \$500, City to provide redlined MOU language on the development of a City-wide protocol for submission of wellness program reimbursements that allows for an efficient process.

**11. Language Cleanup: Mutually agreeable non-economic language clean up.**

**On behalf of the City of Brea:**



Kristin Griffith, Lead Negotiator

Date: 6/28/2023

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

Chris Emeterio, Lead Negotiator

**On behalf of the Association:**



Tony Rosenstein, BCEA Representative

Date: 6/28/2023 | 6:00 PM PDT

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

Sara Woodward, BCEA Representative



# **EXHIBIT B**

**Salary Tables**  
**Effective July 9, 2022 – July 7, 2023**

## EXHIBIT B

### Salary Tables Effective 07/09/2022- 07/07/2023

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant I	\$5,920.97	\$7,580.30
Accounting Technician I	\$3,679.20	\$4,710.28
Accounting Technician II	\$4,047.30	\$5,181.53
Administrative Assistant (formerly Secretary)	\$4,053.18	\$5,189.07
Administrative Clerk I	\$3,333.79	\$4,268.07
Administrative Clerk II	\$3,665.76	\$4,693.08
Assistant Engineer	\$6,362.31	\$8,145.32
Assistant Planner	\$5,567.24	\$7,127.44
Assistant to the City Clerk	\$4,114.31	\$5,267.33
Building Maintenance Technician	\$4,835.29	\$6,190.36
Business Outreach Specialist	\$4,370.85	\$5,595.76
City Clerk Specialist	\$3,665.76	\$4,693.08
Code Enforcement Officer	\$5,594.31	\$7,162.09
Community Development Specialist	\$4,256.54	\$5,449.41
Duplicating Technician I	\$3,370.90	\$4,315.58
Duplicating Technician II	\$4,211.66	\$5,391.96
Economic Development Analyst I	\$5,880.10	\$7,527.97
Engineering Technician I	\$4,201.64	\$5,379.14
Engineering Technician II	\$5,043.52	\$6,456.95
Environmental Services Inspector	\$5,734.05	\$7,340.99
Fire Prevention Specialist I	\$4,898.78	\$6,271.64
Fire Prevention Specialist II	\$5,569.48	\$7,130.30

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Heavy Equipment Mechanic I	\$4,478.46	\$5,733.53
Heavy Equipment Mechanic II	\$4,927.11	\$6,307.91
Help Desk Technician	\$4,805.97	\$6,152.82
Housing Rehabilitation Specialist	\$5,322.95	\$6,814.68
Junior Plans Checker (formerly Building Inspector)	\$5,594.31	\$7,162.09
Landscape Maintenance Contract Administrator	\$5,331.56	\$6,825.71
Maintenance Services Crew Leader	\$5,076.74	\$6,499.48
Maintenance Services Worker I	\$4,070.34	\$5,211.04
Maintenance Services Worker II	\$4,274.04	\$5,471.83
Media Services Specialist I	\$4,857.95	\$6,219.36
Permit Technician	\$4,261.59	\$5,455.89
Planning Technician	\$4,298.27	\$5,502.85
Police Community Outreach Coordinator	\$4,979.40	\$6,374.86
Police Records Clerk	\$3,917.78	\$5,015.72
Police Records Technician	\$4,114.31	\$5,267.33
Public Works Inspector I	\$4,748.25	\$6,078.93
Public Works Inspector II	\$5,594.31	\$7,162.09
Reprographics Specialist	\$5,043.52	\$6,456.95
Senior Fire Prevention Specialist	\$6,126.43	\$7,843.33
Senior Police Records Technician	\$4,524.25	\$5,792.16
Street Sweeper Operator	\$4,584.47	\$5,869.25
Water Distribution Crew Leader	\$5,936.41	\$7,600.06
Water Distribution Operator I	\$4,487.95	\$5,745.68
Water Distribution Operator II	\$4,787.41	\$6,129.06

# **EXHIBIT C**

**Salary Tables**  
**Effective July 8, 2023 – July 5, 2024**

## EXHIBIT C

### Salary Tables Effective 07/08/2023- 07/05/2024

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant I	\$6,224.72	\$7,969.17
Accounting Technician I	\$4,167.06	\$5,334.86
Accounting Technician II	\$4,583.97	\$5,868.60
Administrative Assistant	\$4,341.36	\$5,558.01
Administrative Clerk I	\$3,570.82	\$4,571.53
Administrative Clerk II	\$3,926.40	\$5,026.76
Assistant Engineer	\$6,926.64	\$8,867.81
Assistant Planner	\$6,165.16	\$7,892.92
Assistant to the City Clerk	\$4,525.75	\$5,794.07
Junior Plans Checker	\$6,180.03	\$7,911.96
Building Maintenance Technician	\$5,102.20	\$6,532.07
Business Outreach Specialist	\$4,950.42	\$6,337.75
City Clerk Specialist	\$3,926.40	\$5,026.76
Code Enforcement Officer	\$6,180.03	\$7,911.96
Community Development Specialist	\$4,559.18	\$5,836.87
Duplicating Technician I	\$3,781.14	\$4,840.79
Duplicating Technician II	\$4,724.21	\$6,048.16
Economic Development Analyst I	\$6,099.43	\$7,808.77
Engineering Technician I	\$4,712.98	\$6,033.78
Engineering Technician II	\$5,657.32	\$7,242.76
Environmental Services Inspector	\$6,227.75	\$7,973.05
Fire Prevention Specialist I	\$5,816.32	\$7,446.32
Fire Prevention Specialist II	\$6,612.64	\$8,465.81

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Heavy Equipment Mechanic I	\$4,748.96	\$6,079.83
Heavy Equipment Mechanic II	\$5,224.70	\$6,688.90
Help Desk Technician	\$5,096.73	\$6,525.07
Housing Rehabilitation Specialist	\$6,028.77	\$7,718.31
Landscape Maintenance Contract Administrator	\$5,625.86	\$7,202.49
Maintenance Services Crew Leader	\$5,356.98	\$6,858.25
Maintenance Services Worker I	\$4,295.02	\$5,498.68
Maintenance Services Worker II	\$4,509.97	\$5,773.87
Media Services Specialist I	\$5,151.37	\$6,595.01
Permit Technician	\$4,496.83	\$5,757.05
Planning Technician	\$4,759.91	\$6,093.85
Police Community Outreach Coordinator	\$5,280.16	\$6,759.90
Police Records Clerk	\$4,278.60	\$5,477.66
Police Records Technician	\$4,493.24	\$5,752.46
Public Works Inspector I	\$5,245.39	\$6,715.39
Public Works Inspector II	\$6,180.03	\$7,911.96
Reprographics Specialist	\$5,657.32	\$7,242.76
Senior Fire Prevention Specialist	\$7,273.91	\$9,312.39
Senior Police Records Technician	\$4,940.94	\$6,325.61
Street Sweeper Operator	\$4,837.54	\$6,193.23
Water Distribution Crew Leader	\$6,238.57	\$7,986.91
Water Distribution Operator I	\$4,716.39	\$6,038.13
Water Distribution Operator II	\$5,031.09	\$6,441.03

# **EXHIBIT D**

**Salary Tables**  
**Effective July 6, 2024 – July 4, 2025**

## EXHIBIT D

### Salary Tables Effective 07/06/2024- 07/04/2025

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant I	\$6,411.46	\$8,208.25
Accounting Technician I	\$4,292.07	\$5,494.91
Accounting Technician II	\$4,721.49	\$6,044.66
Administrative Assistant	\$4,471.60	\$5,724.75
Administrative Clerk I	\$3,677.94	\$4,708.67
Administrative Clerk II	\$4,044.19	\$5,177.56
Assistant Engineer	\$7,134.44	\$9,133.84
Assistant Planner	\$6,350.12	\$8,129.71
Assistant to the City Clerk	\$4,661.52	\$5,967.89
Junior Plans Checker	\$6,365.43	\$8,149.32
Building Maintenance Technician	\$5,255.27	\$6,728.03
Business Outreach Specialist	\$5,098.93	\$6,527.89
City Clerk Specialist	\$4,044.19	\$5,177.56
Code Enforcement Officer	\$6,365.43	\$8,149.32
Community Development Specialist	\$4,695.95	\$6,011.97
Duplicating Technician I	\$3,894.57	\$4,986.01
Duplicating Technician II	\$4,865.94	\$6,229.60
Economic Development Analyst I	\$6,282.41	\$8,043.03
Engineering Technician I	\$4,854.37	\$6,214.79
Engineering Technician II	\$5,827.04	\$7,460.04
Environmental Services Inspector	\$6,414.58	\$8,212.24
Fire Prevention Specialist I	\$5,990.81	\$7,669.71
Fire Prevention Specialist II	\$6,811.02	\$8,719.78



<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Heavy Equipment Mechanic I	\$4,891.43	\$6,262.23
Heavy Equipment Mechanic II	\$5,381.44	\$6,889.57
Help Desk Technician	\$5,249.63	\$6,720.82
Housing Rehabilitation Specialist	\$6,209.64	\$7,949.86
Landscape Maintenance Contract Administrator	\$5,794.64	\$7,418.56
Maintenance Services Crew Leader	\$5,517.69	\$7,064.00
Maintenance Services Worker I	\$4,423.87	\$5,663.65
Maintenance Services Worker II	\$4,645.27	\$5,947.09
Media Services Specialist I	\$5,305.91	\$6,792.87
Permit Technician	\$4,631.74	\$5,929.76
Planning Technician	\$4,902.70	\$6,276.67
Police Community Outreach Coordinator	\$5,438.56	\$6,962.70
Police Records Clerk	\$4,406.96	\$5,641.99
Police Records Technician	\$4,628.04	\$5,925.03
Public Works Inspector I	\$5,402.75	\$6,916.85
Public Works Inspector II	\$6,365.43	\$8,149.32
Reprographics Specialist	\$5,827.04	\$7,460.04
Senior Fire Prevention Specialist	\$7,492.12	\$9,591.76
Senior Police Records Technician	\$5,089.17	\$6,515.38
Street Sweeper Operator	\$4,982.66	\$6,379.03
Water Distribution Crew Leader	\$6,425.73	\$8,226.51
Water Distribution Operator I	\$4,857.88	\$6,219.28
Water Distribution Operator II	\$5,182.02	\$6,634.26

# **EXHIBIT E**

**Salary Tables**  
**Effective July 5, 2025 – June 30, 2026**

## EXHIBIT E

### Salary Tables Effective 07/05/2025- 06/30/2026

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant I	\$6,603.81	\$8,454.49
Accounting Technician I	\$4,420.83	\$5,659.75
Accounting Technician II	\$4,863.13	\$6,226.00
Administrative Assistant	\$4,605.75	\$5,896.49
Administrative Clerk I	\$3,788.28	\$4,849.93
Administrative Clerk II	\$4,165.52	\$5,332.89
Assistant Engineer	\$7,348.48	\$9,407.86
Assistant Planner	\$6,540.62	\$8,373.60
Assistant to the City Clerk	\$4,801.36	\$6,146.93
Junior Plans Checker	\$6,556.40	\$8,393.80
Building Maintenance Technician	\$5,412.92	\$6,929.87
Business Outreach Specialist	\$5,251.90	\$6,723.72
City Clerk Specialist	\$4,165.52	\$5,332.89
Code Enforcement Officer	\$6,556.40	\$8,393.80
Community Development Specialist	\$4,836.83	\$6,192.33
Duplicating Technician I	\$4,011.41	\$5,135.59
Duplicating Technician II	\$5,011.92	\$6,416.49
Economic Development Analyst I	\$6,470.88	\$8,284.32
Engineering Technician I	\$5,000.00	\$6,401.24
Engineering Technician II	\$6,001.85	\$7,683.84
Environmental Services Inspector	\$6,607.02	\$8,458.61
Fire Prevention Specialist I	\$6,170.53	\$7,899.80
Fire Prevention Specialist II	\$7,015.35	\$8,981.37

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Heavy Equipment Mechanic I	\$5,038.17	\$6,450.10
Heavy Equipment Mechanic II	\$5,542.89	\$7,096.26
Help Desk Technician	\$5,407.12	\$6,922.45
Housing Rehabilitation Specialist	\$6,395.93	\$8,188.36
Landscape Maintenance Contract Administrator	\$5,968.48	\$7,641.12
Maintenance Services Crew Leader	\$5,683.22	\$7,275.92
Maintenance Services Worker I	\$4,556.59	\$5,833.55
Maintenance Services Worker II	\$4,784.63	\$6,125.50
Media Services Specialist I	\$5,465.08	\$6,996.65
Permit Technician	\$4,770.69	\$6,107.66
Planning Technician	\$5,049.78	\$6,464.97
Police Community Outreach Coordinator	\$5,601.72	\$7,171.58
Police Records Clerk	\$4,539.17	\$5,811.25
Police Records Technician	\$4,766.88	\$6,102.78
Public Works Inspector I	\$5,564.84	\$7,124.36
Public Works Inspector II	\$6,556.40	\$8,393.80
Reprographics Specialist	\$6,001.85	\$7,683.84
Senior Fire Prevention Specialist	\$7,716.89	\$9,879.51
Senior Police Records Technician	\$5,241.84	\$6,710.84
Street Sweeper Operator	\$5,132.14	\$6,570.40
Water Distribution Crew Leader	\$6,618.50	\$8,473.31
Water Distribution Operator I	\$5,003.61	\$6,405.86
Water Distribution Operator II	\$5,337.48	\$6,833.29

City of Brea and the Administrative and Professional  
Employees' Association (APEA)  
Tentative Agreement reached on **June 21, 2023**

**Tentative Agreement**

The City of Brea and the Brea Administrative and Professional Employees' Association have reached a Tentative Agreement on the following general terms to be incorporated into the Memorandum of Understanding:

Term: Through June 30, 2026.

Salary:

1. Adjustment – Effective the first full payroll period following July 1, 2023 or the first full payroll period following the date of approval and adoption of MOU, whichever is later, the “base salary” of each classification shall be adjusted to reflect median salary based on the City's market survey results as provided by Sloan Sakai in April 2023; and further adjusted to reflect updated results based on those agencies surveyed that have a memorandum of understanding adopted by July 1, 2023 and effective July 1, 2023.
2. Salary Increase – Effective the first full pay period following July 1, 2024, the base salary shall increase by 3%; and effective the first full pay period following July 1, 2025, the base salary shall increase by 3%.
3. City will conduct a salary survey to be completed approximately no earlier than about April 30, 2026 and no later than June 1, 2026 for APEA classifications.


**Wellness:** Increase wellness program maximum contribution from \$450 to \$500 per fiscal year. The City will continue to engage with APEA (and other bargaining units) on the development of a City-wide protocol for submission of wellness program reimbursements that allows for an efficient process.

**Holidays:** Reflect the employee's work schedule, e.g. 10 hours for 4/10 work schedule.

All other terms and conditions of the 2023-2026 MOU not specifically changed by the Tentative Agreement, shall remain in full force and effect.

This Tentative Agreement is subject to approval of the City Council and ratification by the Brea Administrative and Professional Employees' Association.

**On behalf of the City of Brea:**

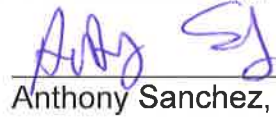
  
\_\_\_\_\_  
Kristin Griffith, Lead Negotiator

Date: 6/28/2023

\_\_\_\_\_  
Chris Emeterio, Lead Negotiator

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

**On behalf of the Association:**

  
\_\_\_\_\_  
Anthony Sanchez, APEA Representative

Date: 6/28/2023

\_\_\_\_\_  
Kristin Steyerman, APEA Representative

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

# **EXHIBIT B**

Salary Tables  
Effective July 9, 2022 - July 7, 2023

## EXHIBIT B

### Salary Tables Effective 07/09/2022 – 07/07/2023

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$6,174.58	\$7,904.97
Assistant City Engineer	\$9,726.13	\$12,451.83
Assistant to the City Manager	\$8,408.49	\$10,764.93
Associate Engineer	\$7,518.70	\$9,625.78
Associate Planner	\$6,392.59	\$8,184.09
Building & Facilities Administrator	\$7,229.79	\$9,255.90
Building Official	\$8,622.35	\$11,037.34
Buyer II	\$5,549.75	\$7,105.05
Communications & Marketing Analyst	\$7,312.09	\$9,361.28
Community Services Specialist I	\$4,439.39	\$5,683.51
Community Services Specialist II	\$5,012.52	\$6,417.25
Community Services Supervisor	\$6,659.63	\$8,525.96
Deputy City Clerk/Records Supervisor	\$6,346.26	\$8,124.77
Deputy Fire Marshal	\$7,185.54	\$9,198.10
Economic Development Analyst II	\$6,520.65	\$8,348.04
Emergency Preparedness Coordinator	\$7,311.17	\$9,360.09
Environmental Services Coordinator	\$7,543.37	\$9,657.37
Executive Assistant	\$4,821.12	\$6,172.22
Fire Protection Analyst	\$6,532.32	\$8,362.97
Fiscal Specialist	\$5,253.74	\$6,726.07
Fleet Supervisor	\$6,824.36	\$8,736.86



<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
GIS Analyst	\$6,988.94	\$8,947.57
Human Resources Analyst I	\$6,918.27	\$8,857.08
Human Resources Analyst II	\$7,606.42	\$9,738.09
Human Resources Technician	\$5,575.72	\$7,138.30
Info Tech Enterprise Acct Admin	\$8,317.51	\$10,648.45
Information Technology Specialist I	\$6,317.74	\$8,088.26
Information Technology Specialist II	\$6,889.55	\$8,820.32
Information Technology Supervisor	\$8,019.52	\$10,266.96
Maintenance Services Supervisor	\$6,515.12	\$8,340.95
Management Analyst I	\$5,905.28	\$7,560.20
Management Analyst II	\$6,645.02	\$8,507.25
Media Services Specialist II	\$5,448.70	\$6,975.67
Plan Checker	\$6,860.40	\$8,782.99
Police Records Supervisor	\$6,599.85	\$8,449.43
Police Training Coordinator	\$5,176.93	\$6,627.74
Principal Civil Engineer	\$9,047.55	\$11,583.09
Procurement and Contracts Admin	\$6,659.91	\$8,526.32
Radio Frequency Specialist	\$7,576.27	\$9,699.48
Redevelopment Project Manager	\$7,342.63	\$9,400.37
Senior Accountant	\$6,913.41	\$8,850.86
Senior Building Inspector	\$6,386.93	\$8,176.84
Senior Community Servs Supervisor	\$7,656.90	\$9,802.71
Senior Exec Asst to the CM/OM	\$6,256.10	\$8,009.34

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Senior Fiscal Analyst	\$8,042.29	\$10,296.10
Senior GIS Analyst	\$7,688.36	\$9,842.99
Senior Human Resources Analyst	\$8,367.38	\$10,712.31
Senior IT Specialist	\$7,234.68	\$9,262.17
Senior Management Analyst	\$7,311.17	\$9,360.09
Senior Media Servs Specialist - AV	\$6,798.78	\$8,704.11
Senior Planner	\$7,640.83	\$9,782.14
Software Developer I	\$6,263.68	\$8,019.05
Software Developer II	\$6,889.55	\$8,820.32
Water Distribution Supervisor	\$7,166.81	\$9,175.28

# **EXHIBIT C**

Salary Tables  
Effective July 8, 2023 – July 5, 2024

## EXHIBIT C

### Salary Tables Effective 07/08/2023 – 07/05/2024

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$6,491.33	\$8,310.50
Assistant City Engineer	\$10,588.84	\$13,556.31
Assistant to the City Manager	\$8,722.13	\$11,166.47
Associate Engineer	\$8,185.60	\$10,479.59
Associate Planner	\$7,079.16	\$9,063.06
Building & Facilities Administrator	\$7,628.87	\$9,766.83
Building Official	\$9,525.11	\$12,192.95
Buyer II	\$5,756.76	\$7,370.07
Communications & Marketing Analyst	\$7,584.84	\$9,710.45
Community Services Specialist I	\$4,919.74	\$6,298.47
Community Services Specialist II	\$5,554.87	\$7,111.60
Community Services Supervisor	\$7,380.20	\$9,448.47
Deputy City Clerk/Records Supervisor	\$6,797.48	\$8,702.44
Deputy Fire Marshal	\$7,453.56	\$9,541.19
Economic Development Analyst II	\$6,763.88	\$8,659.42
Emergency Preparedness Coordinator	\$7,583.88	\$9,709.22
Environmental Services Coordinator	\$8,192.86	\$10,488.87
Executive Assistant	\$5,371.21	\$6,876.47
Fire Protection Analyst	\$6,775.97	\$8,674.91
Fiscal Specialist	\$5,950.38	\$7,617.95
Fleet Supervisor	\$7,236.56	\$9,264.57

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
GIS Analyst	\$7,383.82	\$9,453.11
Human Resources Analyst I	\$7,226.13	\$9,251.22
Human Resources Analyst II	\$7,944.91	\$10,171.44
Human Resources Technician	\$5,783.70	\$7,404.56
Info Tech Enterprise Acct Admin	\$8,787.45	\$11,250.09
Information Technology Specialist I	\$6,674.70	\$8,545.25
Information Technology Specialist II	\$7,278.81	\$9,318.67
Information Technology Supervisor	\$8,472.62	\$10,847.04
Maintenance Services Supervisor	\$6,874.75	\$8,801.37
Management Analyst I	\$6,125.54	\$7,842.20
Management Analyst II	\$6,892.87	\$8,824.57
Media Services Specialist II	\$5,651.94	\$7,235.87
Plan Checker	\$7,578.68	\$9,702.57
Police Records Supervisor	\$7,207.69	\$9,227.62
Police Training Coordinator	\$5,370.02	\$6,874.95
Principal Civil Engineer	\$9,850.07	\$12,610.51
Procurement and Contracts Admin	\$6,908.32	\$8,844.35
Radio Frequency Specialist	\$8,004.33	\$10,247.50
Redevelopment Project Manager	\$7,616.51	\$9,751.00
Senior Accountant	\$7,171.28	\$9,181.00
Senior Building Inspector	\$7,055.64	\$9,032.95
Senior Community Servs Supervisor	\$8,485.38	\$10,863.37
Senior Exec Asst to the CM/OM	\$6,969.92	\$8,923.21

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Senior Fiscal Analyst	\$8,342.26	\$10,680.15
Senior GIS Analyst	\$8,122.75	\$10,399.12
Senior Human Resources Analyst	\$8,739.73	\$11,189.00
Senior IT Specialist	\$7,643.44	\$9,785.48
Senior Management Analyst	\$7,583.88	\$9,709.22
Senior Media Servs Specialist - AV	\$7,052.37	\$9,028.77
Senior Planner	\$8,461.46	\$10,832.74
Software Developer I	\$6,617.58	\$8,472.13
Software Developer II	\$7,278.81	\$9,318.67
Water Distribution Supervisor	\$7,531.60	\$9,642.30

# **EXHIBIT D**

Salary Tables  
Effective July 6, 2024 – July 4, 2025

## EXHIBIT D

### Salary Tables Effective 07/06/2024 – 07/04/2025

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$6,686.07	\$8,559.81
Assistant City Engineer	\$10,906.51	\$13,963.00
Assistant to the City Manager	\$8,983.79	\$11,501.46
Associate Engineer	\$8,431.17	\$10,793.97
Associate Planner	\$7,291.53	\$9,334.95
Building & Facilities Administrator	\$7,857.74	\$10,059.84
Building Official	\$9,810.86	\$12,558.74
Buyer II	\$5,929.46	\$7,591.17
Communications & Marketing Analyst	\$7,812.38	\$10,001.77
Community Services Specialist I	\$5,067.33	\$6,487.42
Community Services Specialist II	\$5,721.52	\$7,324.95
Community Services Supervisor	\$7,601.61	\$9,731.93
Deputy City Clerk/Records Supervisor	\$7,001.40	\$8,963.52
Deputy Fire Marshal	\$7,677.17	\$9,827.42
Economic Development Analyst II	\$6,966.79	\$8,919.21
Emergency Preparedness Coordinator	\$7,811.39	\$10,000.50
Environmental Services Coordinator	\$8,438.64	\$10,803.54
Executive Assistant	\$5,532.35	\$7,082.77
Fire Protection Analyst	\$6,979.25	\$8,935.16
Fiscal Specialist	\$6,128.89	\$7,846.49
Fleet Supervisor	\$7,453.65	\$9,542.51



<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
GIS Analyst	\$7,605.33	\$9,736.70
Human Resources Analyst I	\$7,442.91	\$9,528.76
Human Resources Analyst II	\$8,183.26	\$10,476.58
Human Resources Technician	\$5,957.21	\$7,626.69
Info Tech Enterprise Acct Admin	\$9,051.07	\$11,587.59
Information Technology Specialist I	\$6,874.94	\$8,801.61
Information Technology Specialist II	\$7,497.18	\$9,598.23
Information Technology Supervisor	\$8,726.80	\$11,172.45
Maintenance Services Supervisor	\$7,080.99	\$9,065.41
Management Analyst I	\$6,309.31	\$8,077.47
Management Analyst II	\$7,099.66	\$9,089.31
Media Services Specialist II	\$5,821.49	\$7,452.94
Plan Checker	\$7,806.04	\$9,993.65
Police Records Supervisor	\$7,423.92	\$9,504.45
Police Training Coordinator	\$5,531.13	\$7,081.20
Principal Civil Engineer	\$10,145.57	\$12,988.82
Procurement and Contracts Admin	\$7,115.57	\$9,109.68
Radio Frequency Specialist	\$8,244.46	\$10,554.93
Redevelopment Project Manager	\$7,845.00	\$10,043.53
Senior Accountant	\$7,386.42	\$9,456.43
Senior Building Inspector	\$7,267.31	\$9,303.94
Senior Community Servs Supervisor	\$8,739.94	\$11,189.27
Senior Exec Asst to the CM/OM	\$7,179.02	\$9,190.91

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Senior Fiscal Analyst	\$8,592.53	\$11,000.55
Senior GIS Analyst	\$8,366.43	\$10,711.09
Senior Human Resources Analyst	\$9,001.92	\$11,524.68
Senior IT Specialist	\$7,872.74	\$10,079.05
Senior Management Analyst	\$7,811.39	\$10,000.50
Senior Media Servs Specialist - AV	\$7,263.95	\$9,299.64
Senior Planner	\$8,715.30	\$11,157.73
Software Developer I	\$6,816.10	\$8,726.29
Software Developer II	\$7,497.18	\$9,598.23
Water Distribution Supervisor	\$7,757.55	\$9,931.57

# **EXHIBIT E**

Salary Tables  
Effective July 5, 2025 – June 30, 2026

## EXHIBIT E

### Salary Tables Effective 07/05/2025 – 06/30/2026

<u>JOB CLASS TITLE</u>	<u>(MONTHLY)</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Accountant II	\$6,886.65	\$8,816.61
Assistant City Engineer	\$11,233.70	\$14,381.89
Assistant to the City Manager	\$9,253.30	\$11,846.50
Associate Engineer	\$8,684.11	\$11,117.79
Associate Planner	\$7,510.28	\$9,615.00
Building & Facilities Administrator	\$8,093.47	\$10,361.63
Building Official	\$10,105.19	\$12,935.50
Buyer II	\$6,107.34	\$7,818.90
Communications & Marketing Analyst	\$8,046.75	\$10,301.82
Community Services Specialist I	\$5,219.35	\$6,682.05
Community Services Specialist II	\$5,893.16	\$7,544.70
Community Services Supervisor	\$7,829.66	\$10,023.88
Deputy City Clerk/Records Supervisor	\$7,211.45	\$9,232.42
Deputy Fire Marshal	\$7,907.48	\$10,122.25
Economic Development Analyst II	\$7,175.80	\$9,186.78
Emergency Preparedness Coordinator	\$8,045.73	\$10,300.52
Environmental Services Coordinator	\$8,691.80	\$11,127.64
Executive Assistant	\$5,698.32	\$7,295.25
Fire Protection Analyst	\$7,188.63	\$9,203.21
Fiscal Specialist	\$6,312.76	\$8,081.88
Fleet Supervisor	\$7,677.26	\$9,828.78

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
GIS Analyst	\$7,833.49	\$10,028.80
Human Resources Analyst I	\$7,666.20	\$9,814.62
Human Resources Analyst II	\$8,428.75	\$10,790.88
Human Resources Technician	\$6,135.93	\$7,855.49
Info Tech Enterprise Acct Admin	\$9,322.60	\$11,935.22
Information Technology Specialist I	\$7,081.18	\$9,065.66
Information Technology Specialist II	\$7,722.09	\$9,886.17
Information Technology Supervisor	\$8,988.61	\$11,507.62
Maintenance Services Supervisor	\$7,293.42	\$9,337.37
Management Analyst I	\$6,498.59	\$8,319.79
Management Analyst II	\$7,312.65	\$9,361.99
Media Services Specialist II	\$5,996.14	\$7,676.53
Plan Checker	\$8,040.22	\$10,293.46
Police Records Supervisor	\$7,646.64	\$9,789.58
Police Training Coordinator	\$5,697.06	\$7,293.64
Principal Civil Engineer	\$10,449.94	\$13,378.49
Procurement and Contracts Admin	\$7,329.04	\$9,382.97
Radio Frequency Specialist	\$8,491.79	\$10,871.58
Redevelopment Project Manager	\$8,080.35	\$10,344.84
Senior Accountant	\$7,608.01	\$9,740.12
Senior Building Inspector	\$7,485.33	\$9,583.06
Senior Community Servs Supervisor	\$9,002.14	\$11,524.95
Senior Exec Asst to the CM/OM	\$7,394.39	\$9,466.63

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
Senior Fiscal Analyst	\$8,850.31	\$11,330.57
Senior GIS Analyst	\$8,617.42	\$11,032.42
Senior Human Resources Analyst	\$9,271.98	\$11,870.42
Senior IT Specialist	\$8,108.92	\$10,381.42
Senior Management Analyst	\$8,045.73	\$10,300.52
Senior Media Servs Specialist - AV	\$7,481.86	\$9,578.63
Senior Planner	\$8,976.76	\$11,492.46
Software Developer I	\$7,020.59	\$8,988.08
Software Developer II	\$7,722.09	\$9,886.17
Water Distribution Supervisor	\$7,990.27	\$10,229.51

**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 06/30/2023

**SUBJECT:** Landlord's Consent to Leasehold Deed of Trust related to the City's Retail Commercial Parcel located at 910 East Birch Street (Lessee: Nesbitt Partners Brea Venture, Ltd.)

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**RECOMMENDATION**

Staff Recommends that the City Council take the following action:

1. Authorize the City Manager to execute the attached Landlord's Consent to Leasehold Deed of Trust to allow Nesbitt Partners Brea Venture, Ltd. ("Nesbitt") to sell the improvements, equipment, and other personal property located on the Retail Parcel located at 910 East Birch Street.

**BACKGROUND/DISCUSSION**

The City of Brea owns the property located at 900 and 910 East Birch Street, adjacent to the Brea Civic and Cultural Center. The properties are occupied by Embassy Suites Hotel and Retail Commercial Center, respectively through a ground sublease with Nesbitt.

Last year, Nesbitt informed the City of their interest to sell the Retail Commercial Center, which requires the City's consent as the landowner. After the City Attorney's Office and Community Development Department review, this item was placed on the City Council Meeting agenda on June 7, 2022 under City Council - Consent Items. However, the sale of the building and improvements never occurred in 2022.

Earlier in 2023, Nesbitt informed the City of their exploration once again to sell the improvements, equipment, and other personal property located on the Retail Parcel located at 910 East Birch Street.

On June 12, 2023, Nesbitt informed the City of a new potential buyer, which subsequently resulted in the City Attorney's Office and the Community Development Department staff preparing the attached Landlord Consent to Leasehold Deed of Trust.

**COMMISSION/COMMITTEE RECOMMENDATION**

This agreement was not required to be reviewed by the Finance Committee, given that there are no City-related financial elements associated with this action.

**FISCAL IMPACT/SUMMARY**

There is no fiscal impact to the City related to this action. The tenant is current on all rent due to the City.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Darron Usher, Senior Management Analyst

Concurrence: Melissa Davis, Community Development Manager and Jason Killebrew,  
Community Development Director

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**Attachments**

Landlords' Consent to Leasehold Deed of Trust

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## LANDLORDS' CONSENT TO LEASEHOLD DEED OF TRUST

THIS LANDLORDS' CONSENT TO LEASEHOLD DEED OF TRUST ("**Consent**") is made as of this \_\_\_\_day of June, 2022, by LS SUMMIT PROPERTIES, LLC ("**Tenant**"), BANK OF THE WEST ("**Lender**") and CITY OF BREA, CALIFORNIA ("**Landlord**").

### RECITALS

A. Reference is made herein to the following agreements:

1. Ground Lease dated March 7, 1989, by and between Brea Foundation, a California non-profit corporation ("**Foundation**"), as landlord and The Brea Redevelopment Agency ("**Agency**") as tenant (together with Amendment #1 to Ground Lease, executed in June, 1989 (the "**Ground Lease**") whereby the Agency leased that certain property owned by Foundation located in City of Brea, Orange County, California, as more specifically described as:

PARCELS 1 AND 2, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 259, PAGES 35 AND 36 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH SHOWN BELOW BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEED, DEPTH 500 FEET, RECORDED JUNE 15, 1973 IN BOOK 10751, PAGE 299, OFFICIAL RECORDS.

(the "**Property**")

2. Ground Sublease dated in March, 1989, between Brea Hotel Joint Venture ("**BHJV**") and Agency whereby BHJV subleased Parcel 2 of the Property (the "**Retail Parcel**") from Agency (together with the First Amendment to Ground Sublease, dated August 20, 1996 and Second Amendment to Ground Sublease dated April 12, 2012, the "**Ground Sublease**")
3. Assignment and Assumption of Ground Subleases, dated November 81, 1995, whereby BHJV assigned its interest in the Ground Sublease to Nesbitt Partners Brea Venture, Ltd. ("**Nesbitt**") (the "**Ground Sublease Assignment**").
4. Assignment of Ground Lease dated executed August 20, 1996 whereby Foundation assigned its interests as landlord under the Ground Lease to Landlord (the "**Ground Lease Assignment**").
5. Agreement Regarding Termination of Ground Lease and Assignment of Easements to terminate Ground Lease dated April 5, 2016, whereby Landlord and

the Successor Agency to the Brea Redevelopment Agency, the successor in interest to Agency, agreed to terminate the Ground Lease (the “**Termination Agreement**”).

6. Attornment Agreement dated April 5, 2016, (“**Attornment Agreement**”) whereby Landlord and Nesbitt agreed that upon termination of the Ground Lease pursuant to the Termination Agreement, (a) Nesbitt shall attorn to Landlord and recognize Landlord as the landlord under the Ground Sublease, (b) Nesbitt shall continue to be bound by the terms and conditions set forth in the Ground Sublease (including any terms of the Ground Lease incorporated therein) as a direct contract and lease between Landlord as landlord and Nesbitt as tenant, and (c) Landlord shall recognize Nesbitt as the tenant under the terms and conditions set forth in the Ground Sublease.

B. Tenant is purchasing from Nesbitt the improvements, equipment and other personal property located on the Retail Parcel (the “**Personal Property**”). In connection with its purchase of the Personal Property from Nesbitt, Tenant shall take an assignment of all of Nesbitt’s rights and interests as tenant under the Ground Sublease.

C. To secure the repayment of that certain loan in the original principal amount of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_) (“**Loan**”) made by Lender to Tenant pursuant to that certain Promissory Note dated as of \_\_\_\_\_, 2022 (“**Note**”) and the performance of Tenant’s obligations under other instruments, documents and agreements executed and delivered by Tenant to Lender in connection therewith and all amendments and modifications thereof (collectively “**Loan Documents**”), Tenant shall execute and deliver to Lender that certain Deed of Trust (the “**Deed of Trust**”) whereby Tenant shall grant to Lender a first lien on Tenant’s leasehold interest in the Retail Parcel and improvements located thereon.

D. As a condition to Lender’s agreement to make the loan to Tenant evidenced by the Note and secured by the Deed of Trust on Tenant’s interest in the Retail Parcel, Lender requires that Landlord consent to the Deed of Trust and agree to the terms of this Consent.

#### AGREEMENT:

Now, therefore, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord agree as follows:

1. **Landlord's Consent.** Landlord hereby consents to the Loan and the terms of the Note and Deed of Trust, and waives all provisions of the Master Lease or the Ground Sublease that may conflict with the terms thereof.

2. **Representations and Warranties of Tenant and Landlord.** Tenant and Landlord, as applicable, represent and warrant to Lender that following closing and assignment of the Ground Sublease to Tenant:

(a) Tenant shall be the sublessee of the Ground Sublease with full power to convey and encumber the entire interest of sublessee in the Ground Sublease as provided herein;

(b) Exhibit A attached to this Consent are a true and correct copy of the Ground Lease and the Ground Sublease and, except for any amendments or modifications to the Ground Lease and Ground Sublease which are attached and included as part of Exhibit A hereto, the Ground Lease and Ground Sublease have not been amended or modified (as used hereinafter the term "Ground Sublease" shall incorporate all provisions of the Master Lease that have been incorporated in the Ground Sublease).

(c) All amounts owing by Nesbitt or Tenant to date have been paid, and neither Nesbitt or Tenant has prepaid any rents more than one month in advance.

(d) As of the date of this Consent, there exists no default or event that, with the passage of time or giving of notice of both, would constitute an Event of Default under the Ground Sublease;

(e) The Ground Sublease has been duly executed by Landlord and Tenant or their respective predecessors in interest and is valid, binding and enforceable obligation of the parties thereto; and

3. **Additional Representations and Warranties of Tenant.** Tenant's leasehold interest in the Ground Sublease has not been assigned as of the date of this Consent and is not subject to any other claim, setoff, lien or encumbrance as of the date hereof, except for those disclosed to Lender in writing.

3. **Notice of Default Under Ground Sublease; Lender's Right to Cure.** When giving notice to Tenant with respect to any default under the Ground Sublease, Landlord will also send a copy of each such notice to Lender at Lender's address set forth herein, as provided under the terms of the Ground Sublease. Landlord affirms Lender's right to cure a default by Tenant under the Ground Sublease as provided pursuant to the terms thereof. The Lender shall have the same period after receipt of any such notice for remedying the default or causing it to be remedied as is given Tenant under the Ground Sublease after notice to Tenant, plus an additional period of 30 days for defaults involving payments of money and 60 days for other defaults, or such additional time as may be provided to a lender or mortgagee under the terms of the Ground Sublease.

4. **Default and Remedies.** So long as Tenant is not in default under any obligation to Lender under any of the Loan Documents or this Consent, Tenant is granted the revocable license to exercise Tenant's rights and to perform Tenant's duties and obligations under the Ground Sublease in accordance with its terms. Following the occurrence of a default that is not cured within any applicable cure period, before exercising any remedy available to Lender for the purpose of exercising the power of sale under the Deed of Trust or to otherwise take possession of the Property, Lender will provide Landlord with a copy of any notice of default provided by Lender to Tenant to the address of the Landlord set forth herein; provided, however,

that failure to provide such notice shall not be a defense in favor of Tenant with respect to any action by Lender to exercise any default remedies.

Lender may, but shall not be obligated to, become the legal owner and holder of Tenant's interest in the Ground Sublease by foreclosure of the Deed of Trust in accordance with the terms thereof and applicable state law. Upon succeeding to Tenant's interest in the Ground Sublease pursuant to such foreclosure, a deed in lieu of foreclosure, or otherwise, then upon giving written notice to Landlord of the same, Lender shall become the tenant in Tenant's place under the Ground Sublease and Lender shall pay, or cause the Tenant to pay, to Landlord the unpaid amounts due under the Ground Sublease in accordance with its terms and will otherwise perform Tenant's obligations under the Ground Sublease. Landlord shall be entitled to rely upon the recordation of the a deed or other instrument evidencing the conveyance of the Tenant's leasehold interest to Lender, along with written notice from Lender that Lender has assumed all of Tenant's rights and obligations under the Ground Sublease without any inquiry into whether Tenant is in default under the Loan or Loan Documents.

5. **Purchaser at Foreclosure Sale; Successor in Interest to Lender.** If a third party purchases the Tenant's leasehold interest at a foreclosure sale, such purchaser shall have all of the rights of Lender set forth in this Consent. If Lender succeeds to Tenant's interest in the Ground Sublease, Lender shall have the right to assign all such leasehold interest to a third party, who shall assume all obligations of Lender under the Ground Sublease. From and after the time such third party assumes all obligations of Lender under the Ground Sublease, Lender shall be released of all liability and obligations thereunder and shall not be liable to Landlord for any breach of the Ground Sublease, or any other act or failure to act, by such third party. A third party purchaser from Lender shall be reasonably acceptable to Landlord.

6. **Bankruptcy and Termination Provisions.** If the Ground Sublease is rejected by a trustee, receiver, conservator, assignee for the benefit of creditors, debtor in possession or like official in any bankruptcy or insolvency proceeding of the Tenant, or if the Ground Sublease is terminated for any reason, Landlord shall give Lender notice of such rejection or termination. Landlord will in such case promptly execute and deliver to the Lender a new lease or sublease, which shall be on the same terms and conditions as the original Ground Sublease for the same term as such original Ground Sublease before giving effect to such rejection or termination, and shall enjoy the same priority as the original Ground Sublease; provided, however, that such new lease shall be freely assignable by the Lender (and its successors and assigns) to a third party reasonably acceptable to Landlord.

7. **Tenant's Continuing Liability/Indemnification of Lender.** Lender's assumption of the Ground Sublease and/or payment of any of Tenant's leasehold obligations to Landlord shall not relieve Tenant of Tenant's obligations under the Ground Sublease. Tenant shall remain liable for all costs and expenses incurred in connection with the performance of its obligations under the Ground Sublease and Tenant shall indemnify Lender against, and hold Lender harmless from, all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and court costs) which Lender may incur or expend by reason of its assumption of Tenant's leasehold obligations under the Ground Sublease. Under no circumstances shall Lender be deemed by any party to have assumed Tenant's leasehold rights, duties and

obligations under the Ground Sublease unless and until Lender has succeeded to Tenant's rights thereunder pursuant to a foreclosure of the Deed of Trust or acceptance of a deed in lieu of foreclosure and written notice is delivered by Lender to Landlord.

8. **No Amendments to Sublease.** So long as any obligation of Tenant to Lender under the Note and Loan Documents remains outstanding or unpaid in full, then without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed, Landlord and Tenant shall not amend, modify or otherwise change any material term of the Ground Sublease. Tenant and Landlord agrees not to take any action in connection with the Ground Sublease which would have the effect of impairing the value of Lender's interest therein or rights thereunder during the term of this Consent.

9. **Certificate of No Defaults.** Upon Lender's request, but not more often than once each six-month period, Landlord shall furnish to Lender a certificate stating that no condition or event exists that constitutes an event of default under the Ground Sublease, or which, after notice or lapse of time or both, would constitute an event of default, or if any such condition or event exists, specify the nature and period of the existence of such condition and what action Tenant or Landlord, as the case may be, is taking, or proposes to take, with respect thereto.

10. **Performance by Tenant.** Tenant covenants and agrees with Lender that as of the date of this Consent, Tenant has faithfully performed all of Tenant's duties and obligations under the Ground Sublease and that so long as any payment or performance under the Note or Loan Documents remains outstanding to Lender, Tenant will continue faithfully to perform all of its duties and obligations under the Ground Sublease and that it will not at any time during the term of the Lease default thereunder, so as to give Landlord cause to terminate the Ground Sublease.

11. **No Obligation.** Lender shall not be obligated to perform any of the duties and obligations of Tenant under the Sublease unless and until such time as Lender succeeds to the interests of the Tenant following a foreclosure or deed in lieu of foreclosure and gives Landlord written notice of its intent to assume the Lease.

13. **Notices.** Any notice required or desired to be given by the parties hereto shall be given by First Class U.S. Mail, postage prepaid, to all other parties at the following addresses:

If to Tenant:

If to Lender:

BANK OF THE WEST

If to Landlord:

14. **Miscellaneous.**

(a) No failure of the Lender to avail itself of any of the terms and conditions of this Consent for any period of time shall be construed as a waiver of its rights hereunder and Lender shall have the full right and authority to enforce this Consent, or any of its provisions, at any time or times in its sole discretion.

(b) Nothing herein shall be construed as a limitation upon any rights provided to Lender as a Mortgagee under the Ground Sublease, but shall be in addition to any such rights, all of which are expressly reserved to Lender. To the extent of any conflict between the terms of this Consent and the terms of the Ground Sublease, the terms of this Consent shall control.

(c) Lender shall incur no liability to Tenant if any action taken by Lender, or on its behalf, in good faith pursuant to this Consent shall prove to be in whole or in part inadequate or invalid.

(d) This Consent shall be governed by the laws of the State of California.

(e) This Consent shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) This Consent may be executed in counterparts, each of which when executed shall be deemed an original, and all of which together shall constitute one and the same document.

WHEREFORE, the parties have executed this Consent and Consent as of the day and year first written above.

[signatures appear on following page]

**TENANT:**  
**LS SUMMIT PROPERTIES, LLC**

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

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

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

**LENDER:**

**BANK OF THE WEST**

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

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

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

**LANDLORD:**

**CITY OF BREA, CALIFORNIA**

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

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

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