City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, August 15, 2023
5:30 p.m. - Closed Session
6:00 p.m. - Study Session
7:00 p.m. - General Session

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

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

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

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

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

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

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

CLOSED SESSION
5:30 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

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 Brea Police Management Association (BPMA) - Chris Emeterio, Negotiator and Kristin Griffith, Negotiator

3. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) -**
Anticipated Litigation. Significant Exposure to Litigation: 1 potential case. Facts and Circumstances: Brea Firefighters Association FLSA Matter

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

CALL TO ORDER / ROLL CALL - COUNCIL

4. **Public Comment**

5. **Clarify Regular Meeting Topics**

DISCUSSION ITEM

6. **Consideration of recommendations for a Historic Preservation Pilot Program for Fiscal Years 2023-2024 and 2024-2025**

REPORT

7. **Council Member Report/Requests**

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

CALL TO ORDER/ ROLL CALL - COUNCIL

8. **Pledge of Allegiance: Boy Scout Troop 723**

9. **Invocation: Pastor Pat Hauser, Christ Lutheran Church**

10. **Presentations: Visiting Delegation from Brea Sister City - Anseong, Korea**

11. **Report - Prior Study Session**

12. **Community Announcements**

13. **Matters from the Audience**

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

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

15. **2023 Investment Advisory Committee (IAC) Annual Update Presentation and City Treasurer Presentation - Long-Term Debt Obligation Overview**- Receive and File.

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

16. **July 18, 2023 City Council Regular Meeting Minutes** - Approve.

17. **Adoption of Ordinance No. 1241 – Zoning Ordinance Text Amendment No. 2023-01 (Omnibus Zoning Code Update)** - Staff recommends that the City Council take the following action: Waive full reading and adopt Ordinance No. 1241 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment ZOTA No. 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination". The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

18. **Adoption of Ordinance No. 1242 – Zoning Ordinance Text Amendment No. 2023-02 (Housing Element Implementation Program Code Update)** - Staff recommends that the City Council take the following action: Waive full reading and adopt Ordinance No. 1242 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment ZOTA No. 2023-02 (Housing Element Program Implementation Code Update) and Approving a CEQA Exemption Determination". The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

19. **Adoption of Ordinance No. 1243, renewing Ordinance No.1227 and approving the Police Department's Military Equipment Use policy** - Adopt Ordinance No. 1243, titled "An Ordinance of the City of Brea Renewing Ordinance No. 1227 (Military Equipment Use Policy Approval)". There is no fiscal impact to the General Fund.

20. **Maintenance Agreement with Sancon Technologies Inc. for Placement of Cured-in-Place Pipe (CIPP) and Manhole Rehabilitation** - Award contract to Sancon Technologies Inc. for Placement of Cured-in-Place Pipe (CIPP) and Manhole Rehabilitation at identified locations within the City of Brea for a period of one year, with the opportunity to renew the contract for four additional years, and Authorize the City manager to approve contract renewals. Public Works budgets $300,000 per year in CIP accounts Fund 510 for this work. There is no cost to the General Fund and no additional appropriation is needed.

21. **Agreement for Production of Original Art Work with Carlos Terres for the Reproduction of the Centennial Door Sculpture -** 1) Approve the Agreement for Production of Original Artwork with Carlos Terres for the Reproduction of the Centennial Door bronze sculpture; and 2) Appropriate $85,000 from the Fixed Asset Replacement Fund (182) for the purchase of the sculpture.The cost of this purchase is $85,000. There is funding available in the Fixed Asset Replacement Fund (182) and staff is recommending to appropriate funding and authorize this contract.

22. **Dispatch Services – La Habra Police Department** - Approve the Memorandum of Understanding between the City of Brea and the City of La Habra to assist with dispatch services and the training of La Habra Police Dispatchers. There is no fiscal impact to the General Fund.

23. **Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan** - Review and approve the Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan through Public Agencies Retirement Services (PARS). There is no fiscal impact to the General Fund.

24. **Investment Policy Guidelines for the City of Brea's Other Post Employments Benefits (OPEB) Trust Fund** - Review and approve the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS). There is no fiscal impact to the General Fund.

25. **Outgoing Payment Log and July 14, 21 & 28 and August 4, 2023, City Disbursement Registers -** Receive and File.

CITY/ SUCCESSOR AGENCY - CONSENT

26. **Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency** - Review and approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy. There is no fiscal impact to the General Fund.

ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**

28. **City Attorney**

29. **Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

Agenda Item 6.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Consideration of recommendations for a Historic Preservation Pilot Program for Fiscal Years 2023-2024 and 2024-2025.

RECOMMENDATION

Staff recommends that the City Council take the following actions:

1. Direct Staff to establish a Historic Preservation Pilot Program.
2. Authorize the Director of Community Development the authority to waive staff time for two project applicants on a first-come, first-served basis per fiscal years 2023-2024 & 2024-2025, up to $2,000 each, for the Historic Designation Preservation Program; funds not to exceed $4,000 per fiscal year, totaling $8,000 for the pilot program.
3. The applicant will contribute a $500 deposit for third-party expenses (e.g., public notice mailing/publication, County of Orange, etc.). Any remaining deposit funds will be refunded upon successful acceptance into the Historic Designation Program.
4. Direct staff to provide a report on the two-year pilot to be received and filed with the City Council at a regularly scheduled meeting.

BACKGROUND/DISCUSSION

The City of Brea has a longstanding commitment to the preservation and recognition of the past. This commitment was formally codified on June 21, 1994, when the City Council adopted Ordinance 953, creating Chapter 20.60 (Historic Preservation) of the Zoning Code. The purpose of this chapter was to promote the historic, cultural, educational, economic, and general welfare of the community by:

- Assuring that appropriate development is consistent with Land Use, Housing, and Historic Resource Elements of the Brea General Plan.
- Establishing a mechanism to identify and preserve the distinct historic and architectural characteristics of Brea, which represent elements of the city's cultural, social, economic, political, and architectural history;
- Fostering civic pride in the beauty and noble accomplishments of the past as represented in Brea's historic resources;
- Encouraging the preservation, restoration, and rehabilitation of structures, areas, and neighborhoods, thereby preventing future blight.

Ordinance 953 (Attachment A) included a process and criteria for which a historic resource could be designated. The Planning Commission serves as the decision authority for historic resources and maintains the historic register. To date, there are a total of 59 residences that have been added to the Brea Historic Register.

The process outlined in Ordinance 953 (BCC Chapter 20.60) for a Historic Preservation designation follows the procedures of a Conditional Use Permit (CUP) outlined in BCC Chapter 20.408.040. The request requires property owners to apply with supplemental materials, a site plan, and the appropriate fees to be paid as determined by City Council resolution. The current fee established for a CUP, which would also apply to a Historic Preservation designation, is an initial $2,000 deposit as outlined in Attachment B of this report. The City of Brea charges fees for services performed on projects processed by the city based on a 2017 Citywide Use Fee Study. Any portion of the deposit not used for services performed by the City is refunded to the applicant. Last year, the most recent Historic Designation approval was for the 315 S. Flower Avenue property. The staff cost associated with reviewing and processing this application was approximately $1,146, and the public noticing cost was around $420.

An added benefit for a property deemed a Historic Designation is that it may qualify for substantial property tax savings each year through the State of California's Mills Act Program. Owners of historic buildings may be eligible for property tax relief if they pledge to rehabilitate and maintain the historical and architectural character of their properties for at least ten years. Properties assessed under the Mills Act typically see a reduction in property taxes ranging from 15% to 60%.

As a major proponent for historic preservation, the Brea Museum and Historical Society has requested that the City investigate opportunities to limit the cost associated with recognizing historic resources in the City (Attachment D). This concept promotes historic preservation and potentially encourages homeowners to consider designating their homes without an initial cost burden. With this request, staff has developed the following pilot program recommendations for the City Council to consider.

Historic Designation Pilot Program:

- Two-year pilot, ending June 30, 2025.
- Authorize the Director of Community Development the authority to waive staff time for two project applicants on a first-come, first-served basis per fiscal years 2023-2024 & 2024-2025, up to $2,000 each, for the Historic Designation Preservation Program; funds not to exceed $4,000 per fiscal year, totaling $8,000 for the pilot program.
- The applicant will contribute a $500 deposit for third-party expenses (e.g., public notice mailing/publication, County of Orange, etc.). Any remaining deposit funds will be refunded upon successful acceptance into the Historic Designation Program.
- Website marketing of Historic Preservation and this "grant" opportunity.
- Report back to the City Council at a future meeting following the conclusion of the pilot program.

FISCAL IMPACT/SUMMARY

The fiscal impact of this pilot program on the City would be a total of $8,000, as outlined in Table 1 below:

Table 1	
FY 2023 to 2024 – Application #1 Maximum Cost Waived for Staff Time	$2,000
FY 2023 to 2024 – Application #2 Maximum Cost Waived for Staff Time	$2,000
FY 23-24 Total:	**$4,000**
FY 2024 to 2025 – Maximum Cost Waived for Staff Time	$2,000
FY 2024 to 2025 – Maximum Cost Waived for Staff Time	$2,000
FY 24-25 Total:	**$4,000**
Pilot Program Total:	**$8,000**

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Yerika Ambriz, Management Analyst
Concurrence: Jason Killebrew, Community Development Director

Attachments

Attachment A – Ordnance No. 953

Attachment B – Fee Schedule

Attachment C – Historic Preservation Application

Attachment D – Brea Museum and Historical Society Letter

ORDINANCE NO. 953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING ZONING ORDINANCE NO. 425 BY ADDING SPECIFIC DEFINITIONS TO SECTION 106.B, BY ADDING A NEW SECTION 416.00 PERTAINING TO HISTORIC PRESERVATION (ZONING ORDINANCE AMENDMENT NO. ZOA 94-2), AND APPROVING NEGATIVE DECLARATION NO. ND 94-3

A. Recitals.

(i) The City Council of the City of Brea hereby finds and declares that Section 65850 of the California Government Code authorizes the City Council to adopt and revise regulations governing land use and development;

(ii) The City Council of the City of Brea has determined that the city contains a wealth of historic resources that define its character and development and which enhance the quality of life for its residents, visitors, and workers;

(iii) The City Council of the City of Brea has determined that, if practicable, these historic resources should be preserved as living parts of the development of the community so that the present and future generations may have a genuine opportunity to use, appreciate, enjoy, and understand the rich history of the city;

(iv) The Planning Commission of the City of Brea has held a duly noticed public hearing on April 26, 1994, as required by law, concerning the above-referenced Zoning Ordinance Amendment and, following the conclusion thereof, adopted its Resolution No. PC 94-18, recommending to the City Council the adoption of this Zoning Ordinance Amendment;

(v) On June 7, 1994, this City Council conducted a duly noticed public hearing, as required by law, concerning said proposed amendments as set forth below;

(vi) The project proponent is the City of Brea, Number One Civic Center

Circle, Brea, CA 92621, County of Orange.

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

B. **Ordinance. NOW THEREFORE,** the City Council of the City of Brea does ordain as follows:

Section 1. In all respects as set forth in Recitals, Part A, of this Ordinance.

Section 2. The proposed amendment will not be materially injurious or detrimental to real property or improvements nor will it have a significant adverse impact upon the environment.

Section 3. The City Council hereby finds as follows:

a. That Negative Declaration No. ND 94-3 has been prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder, and further, this City Council has reviewed and considered the information contained in said Negative Declaration No. ND 94-3 with respect to the project identified in this Resolution.

b. The City Council hereby specifically finds and determines that no significant adverse environmental effects would occur.

c. The City Council finds that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided to this Council during the public hearing conducted with respect to the project and the Negative Declaration.

d. Pursuant to the provisions of Section 753.5(c) of Title 14 of the California Code

of Regulations, the City Council finds as follows: in considering a record as a whole, the Initial Study and Negative Declaration No. ND 94-3 there is no evidence before this Council that the proposed project will have potential for an adverse impact on wildlife resources or habitat upon which wildlife depends. Further, based upon substantial evidence contained in the Negative Declaration, the staff report and exhibits, and the information provided to the Council during the public hearing, this Council hereby rebuts the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.

Section 4. Section 106.B of Ordinance No. 425, known as the Brea Zoning Ordinance, hereby is amended to read in words and figures by adding, in proper alphabetical sequence, the following:

"DESIGNATED HISTORIC RESOURCES" shall mean resources within the City limits that have special historic, cultural, aesthetic, or architectural character, interest, or value as part of the development, heritage, or history of the city, region, state, or nation and that have been nominated and designated pursuant to Section 416.00, or listed in the California State Historic Landmarks, or in the National Register of Historic Places.

"HISTORIC RESOURCE" shall mean any improvement listed in the Brea Historic Resources Register, as established in Section 416.130.

"IMPROVEMENT" shall mean any building, structure, or other objects constituting a physical feature of real property, or any part of such feature.

"MINOR ALTERATION TO HISTORIC STRUCTURE(S)" shall mean any change or modification to the character-defining, significant physical feature, or visual quality of historic properties as established in Section 416.130 such as changes to the exterior of the historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which does not exceed twenty-five (25) percent of building valuation prior to alteration as determined by the City Building and Safety Manager.

"MAJOR ALTERATION TO HISTORIC STRUCTURES(S)" shall mean any change or modification to the character-defining, significant physical features, or visual quality of

historic properties as established in Section 416.130, such as changes to the exterior of historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which is more than twenty-five (25) percent of the building valuation prior to alteration as determined by the City Building and Safety Manager.

"POTENTIAL HISTORIC RESOURCE" shall mean an improvement, building, structure, feature, site, or other object of aesthetic, educational, cultural, architectural, or historic significance to Brea residents, the Southern California Region, the state, or nation which may have the potential for designation in the Brea Historic Resources Register, a State Historic Landmark, and/or National Register of Historic Places.

"PRESERVATION" shall mean the identification, study, protection, restoration, rehabilitation, or if practicable, acquisition of historic resources.

"SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION" shall mean the Guidelines prepared by the National Park Service of the U.S. Department of the Interior for applying standards for rehabilitation of historic buildings and historic preservation projects.

"SIGNIFICANT FEATURE" shall mean the man-made elements embodying style or type of historic resource, design, or general arrangement and components of an improvement, including but not limited to color, texture of building materials, and the type and style of all windows, doors, light, signs, and other fixtures appurtenant to such improvement.

Section 5. Section 416.100 through 416.200, inclusive, hereby are added to Ordinance No. 425, Zoning Ordinance of the City of Brea, to read in words and figures as follows:

SECTION 416.100 HISTORIC PRESERVATION - PURPOSE AND INTENT

The purpose of this Section is to promote the historic, cultural, educational, economic, and general welfare of the community by:

a. Assuring that appropriate development is consistent with Land Use, Housing, and Historic Resource Elements of the Brea General Plan.

b. Establishing a mechanism to identify and preserve the distinct historic and architectural characteristics of Brea which represent elements of the city's cultural, social, economic, political, and architectural history;

c. Fostering civic pride in the beauty and noble accomplishments of the past as represented in Brea's historic resources;

d. Encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods, and thereby preventing future blight.

SECTION 416.110 APPLICABILITY

This Section shall apply to all objects and/or improvements listed in the Brea Historic Resources Register, as amended from time to time.

SECTION 416.120 CRITERIA FOR DESIGNATION OF INDIVIDUAL HISTORIC RESOURCES

Any object and/or improvement may be identified as a historic resource upon approval by the Planning Commission, if it meets any of the following criteria:

1. It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;

2. It is identified with persons or events significant in local, state, or national history;

3. It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship;

4. It is representative of the work of a notable builder, designer, or architect;

5. It contributes to the significance of a historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development;

6. It embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant structural or architectural achievement or innovation;

7. It reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning;

8. It is one of the few remaining examples in the City, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen.

SECTION 416.130 HISTORIC RESOURCES REGISTER - ESTABLISHMENT AND MAINTENANCE

Any object/or improvement which has been approved in accordance with the procedures detailed in Section 416.140 shall be listed in the Brea Historic Resources Register. The Planning Commission shall be responsible for establishing and maintaining this Register.

SECTION 416.140 PROCEDURES FOR DESIGNATION AND/OR REMOVAL OF INDIVIDUAL HISTORIC RESOURCES

A. Any person(s) or group(s) may request, with the owner's consent, to designate an improvement as a historic resource by submitting a written request ("nomination") to the Planning Commission. The nomination shall contain sufficient documentation and information indicating how the nominated resource meets the criteria for designation as established in Section 416.120.

B. On the other hand, any person(s) or group(s) may request, with the owner's consent, to remove a historic resource from the Brea Historic Resources Register by submitting a written request to the Planning Commission. The request shall contain sufficient information indicating why the historic resource should be removed from the Register.

C. The Planning Commission shall consider the request at a public hearing in accordance with the procedures as established in Sections 504.D.3 and 504.E of the Brea Zoning Ordinance No. 425.

D. No discretionary or ministerial permit shall be issued which may affect a resource under consideration for listing in the Historic Resources Register or for which may be removed from the Register while the designation or removal process is pending.

SECTION 416.150 PLAN REVIEW

A. Exterior alterations, including but not limited to restoration, rehabilitation, remodeling, additions, demolition, relocation, or subdivision of a designated historic resource shall require a plan review in accordance with Section 503 of the Brea Zoning Ordinance No. 425.

B. In evaluating a project involving alteration to an identified historic resource, the plan review shall consider the existing and proposed architectural style, design, arrangement, texture, materials, and any other factors with regard to the original distinguishing architectural characteristics of the historic resource. The "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" shall be used as a guide. In addition to these guidelines, the plan review shall comment on project consistency with the

following performance guidelines.

1. With regard to an identified historic structure, the proposed work should neither adversely affect the significant architectural features of the resource nor adversely affect the character of the historical, architectural, or aesthetic interest or value of the resource.

2. With regard to construction of a new improvement, addition, building, or structure upon the site of an identified historic structure, the use and exterior of such improvements would not adversely affect and would be compatible with the use and exterior of existing historic resource.

C. The Planning Commission shall review any major alteration to a historic resource in a public hearing in accordance with the procedures established in Section 416.140.C.

SECTION 416.160 PRESERVATION INCENTIVES

The City shall promote the use of appropriate preservation incentives to encourage owner(s) to designate, maintain, preserve, and improve historic resources. These incentives may include but are not limited to the following:

1. Use of the State Historic Building Code (SHBC) which provides alternative and less costly building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as historic structures.

2. Facade easements of historic buildings to enable property owners to receive property tax deductions.

3. Reduced or no processing fees for appropriate rehabilitation of designated historic structures.

4. Technical assistance through the City's Development Services Department and preservation professionals.

5. Grants and loans for appropriate rehabilitation of designated historic structures.

6. Awards and other symbols of recognition of exemplary rehabilitation and maintenance of historic structures.

7. Investigation of the feasibility of other incentives such as transfer of development rights and similar mechanisms for designated historic resources subject to the approval of the City Council.

8. Mill Acts/historic preservation contracts which can lower property taxes of designated historic structures subject to the approval of the City Council.

9. Assistance in processing applications for federal investment tax credits for certified rehabilitation of historic structures listed in the National Register of Historic Places.

SECTION 416.170 APPEALS

The procedural provisions of Section 504.E of the Brea Zoning Ordinance No. 425 shall apply to any designation, removal, or plan review process.

SECTION 416.180 MAINTENANCE AND REPAIR

A. The owner(s) of a designated historic structure shall keep in good repair the buildings, walls, landscaping, and other portions of the historic structure named as part of the designation. Nothing in this Section shall be construed to prevent the ordinary maintenance or repair of any exterior architectural features in any or property covered by Section 416.130.

B. Maintenance and repair shall not involve a change in design, and to the extent possible, material, or external appearance thereof. However, this Ordinance does not prevent the alteration or removal of a historic structure and/or its related architectural features when the Development Services Director finds and certifies that alteration or removal is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California State Historic Building Code. Such architectural features shall be replaced according to the Secretary of the Interior's Standards for Rehabilitation.

SECTION 416.190 ENFORCEMENT

Any person who constructs, alters, removes, or demolishes a historic resource in violation of this Zoning Ordinance shall be required to restore the building, object, site, or structure to its appearance or setting prior to violation. Any action to reinforce this provision may be brought by the City. This civil remedy shall be, in addition to, and not in lieu of, any criminal penalty or any other remedy provided by law.

SECTION 416.200 RECORDATION

Any person whose property is designated as a historic resource shall cause to be recorded an instrument disclosing that designation in order to qualify for any incentive or incentives referred to in Section 416.160."

Section 6. Severability

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

The City Clerk of the City of Brea shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED this 21st day of June, 1994.

Mayor of the City of Brea

I, Elaine Capps, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 7th day of June, 1994, and finally adopted at a regular meeting of the City Council of the City of Brea held on the 21st day of June, 1994, by the following vote:

AYES: COUNCIL MEMBERS: Nelson, Wiser, Perry and Parker

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Dunlap

ABSTAIN: COUNCIL MEMBERS: None

ATTEST: Elaine Capps
City Clerk of the City of Brea

CITY of BREA

Development Fees

Developer Cost Deposit

Because it is not possible to know exactly how much staff time will be spent on a given project when it is initially submitted, we request a deposit or an initial fee at the time we begin to process the project based on an estimate of how much time will be spent. If the project ends up requiring more time, an invoice is processed for additional funds. If the project is completed before the entire deposit is used, a refund is processed as quickly as possible.

Applications listed below require the specified minimum deposit to a Cost Center Account. Additional funds and/or subsequent deposits may be required depending upon the specific project and level of staff time necessary. All unused money will be returned following the completion of project and/or review.

Additional Information

In addition to fees for staff time, the city also collects fees for such things as water and sewer connection. Learn more about the development processing fees. Not all projects are processed using the hourly rate formula. For some items, usually those that are a one-time smaller project not associated with a larger project, a flat fee is charged.

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City of Brea Development Fees
July 2023

Cost of Services

The City of Brea charges fees for services performed in support of development projects processed in the city. Typically, most work is performed at the technical and inspection staff levels. The fees for staff time spent on a project are based on an hourly rate. Staff time devoted to your project will be billed as based on the rate table below.

Management, plan check, and inspection review associated with development and utility company projects are charged on an hourly basis based on the developer deposit hourly rates ("Deposit Program"); amount of the initial maximum developer deposit will be based upon the findings of the October 3, 2017 Citywide User Fee Study and as determined by the Community Development Director, Public Works Director, Fire Marshall or designee.

Departments Plan Check and Inspection Rates

Plan Check (Planning Division)		Entitlement (Planning Division)	
Management Rate	$156/hour	Management Rate	$156/hour
Plan Check Rate	$97/hour	Entitlement Rate	$97/hour
Consultant Rate	Actual Cost	Consultant Rate	Actual Cost
Plan Check (Building Division)		**Inspection (Building Division)**	
Management Rate	$168/hour	Management Rate	$168/hour
Plan Check Rate	$116/hour	Inspection Rate	$130/hour
Consultant Rate	$116/hour	Consultant Rate	$130/hour
Expedite Plan Check	$175/hour	After Hour Rate (2 hr. min.)	$194/hour
Plan Check (Public Works Department)		**Inspection (Public Works Department)**	
Management Rate	$149/ hour	Management Rate	$149/ hour
Plan Check Rate	$153/hour	Inspection Rate	$150/hour
		After Hour Rate (2 hr. min.)	$225/hour
		Callback Inspection/ Re-inspection	$153/hour
Plan Check (Fire Department)		**Inspection (Fire Department)**	
Plan Check Rate	$133/hour	Inspection Rate	$133/hour
Consultant Rate	$133/hour	Consultant Rate	$133/hour
After Hour Rate (2 hr. min.)	$133/hour	After Hour Rate (2 hr. min.)	$133/hour

Building & Safety Plan Check and Inspection Initial Fees

In an effort to serve you better, we have taken a close look at our recommended deposit amounts and revised them so that they more accurately reflect the amount needed to process your project. Please keep in mind that the amounts listed below are only estimates and that your project may require more work, or less. For more information about our fees, please call the Brea Building & Safety Division at 714-671-4406.

Management Staff Rate	**$168/hour**
Plan Check Staff Rate	**$116/hour**
Plan Check Consultant Rate	**$116/hour**
Inspection Staff Rate	**$130/hour**
Inspection Consultant Rate	**$130/hour**
Inspection Rate Outside Bus. Hours (2hr Min.)	**$194/hour**
Callback Inspections/Re-Inspection	**$130/hour**
Inspection Rate (for which no fee is specifically indicated)	**$130/hour**
Expedite Plan Check Staff Rate (2hr Min.)	**$174/hour**

Industrial Building Area	Plan Check	Inspection
0 - 10,000 (sq. ft.)	$4,000	$4,000
10,001 - 30,000	$6,000	$6,000
30,001 - 60,000	$8,000	$10,000
60,001 - 100,000	$10,000	$10,000
100,001 -+	$15,000	$15,000

Commercial Building Area	Plan Check	Inspection
0 - 5,000 (sq. ft.)	$3,000	$4,000
5,001 - 10,000	$5,000	$6,000
10,001 - 30,000	$7,000	$9,000
30,001 - 60,000	$8,000	$13,000
60,001 - 100,000	$10,000	$15,000
100,001 -+	$15,000	$17,000

Multi-Family Building Area	Plan Check	Inspection
0 - 5,000 (sq. ft.)	$5,000	$5,000
5,001 - 10,000	$7,500	$6,500
10,001 - 30,000	$9,500	$12,000
30,001 - 60,000	$15,000	$16,000
60,001 +	$20,000	$18,000

Single Family Building Area	Plan Check	Inspection
0 - 150 (sq. ft.)	$500	$750
151 - 1,000	$1,000	$1,000
1,001 - 2,000	$1,500	$2,000
2,001 +	$2,000	$2,500

Tenant Improvements Building Area	Plan Check	Inspection
0 - 1,000 (sq. ft.)	$1,000	$1,000
1,001 - 5,000	$1,500	$2,000
5,001 - 10,000	$2,000	$2,000
10,001 - 20,000	$2,500	$2,500
20,001 - 30,000	$3,000	$3,000
30,001 - 40,000	$5,000	$5,000
40,001 +	$6,000	$6,500

Building & Safety Permit Issuance Fees

Permit Issuance	Fee
General Plan Maintenance fee	$(.00196 x valuation)
Green Building standards fee	($4 per $100,000 valuation; minimum $1)
Non-refundable Permit Issuance fee	$40
Records management fee	(.0001 x valuation)
Seismic fee (Residential)	(.00013 x valuation)
Seismic fee (Non-residential)	(.00028 x valuation)
Technology fee	(0.0008 x valuation)

Permit Deposit	Plan Check	Inspection
Certificate of Occupancy (Ownership Change/Business Name Change)		$112
Certificate of Occupancy (All Other Types)		$279
Foundation	$350	$400
General Repairs & Items not otherwise identified*	$400	$400
Minor Repairs (Main Panel, Windows, heating/air conditioning etc.)		$250
Patio Cover	$400	$400
Re-roofing Commercial	$200	$335[1]
Re-roofing Residential		$335
Residential Solar Energy System (2 Units or Less)	$250	$200
Commercial Solar Energy System	$600	$400
Signs	$300	$350
Swimming Pool	$400	$500
Spa	$300	$450
Storage Rack	$400	$400
Wall (Non-retaining)	$350	$400
Wall (Retaining)	$400	$450
Water Heater		$56[2]

1 Based on scope of work

2 Flat Fee

Grading Permit Fees

GRADING PERMIT ISSUANCE FEE

Permit Issuance	Fee
General Plan Maintenance fee	$ (.00196 x valuation)
Non-refundable Permit Issuance fee	$40
Records management fee	$ (.0001 x valuation)
Technology fee	$ (0.0008 x valuation)

Grading plan review/inspection associated with Development Projects will be charged on an hourly basis; amount of initial cost center deposit as determined by Building Official. Fees for miscellaneous non-development projects as indicated:

Total Cubic Yards of Cut and Fill	Plan Check	Inspection
50 cubic yards or less	$300	$400
51 to 500 cubic yards	$1,000	$1,500
501 to 1,000 cubic yards	$1,500	$2,000
1,001 to 10,000 cubic yards	$3,000	$4,000
10,001 to 20,000 cubic yards	$3,500	$4,500
• Plan Check & Inspection Deposit Fee for Grading Greater Than 20,000 cubic yards to be determined on project by project basis		

Parking Permits

Application Permit (In-Person)	$34
Application Permit (Online)	$22

Planning Plan Check and Entitlement Initial Fees

In an effort to serve you better, we have taken a close look at our recommended deposit amounts and revised them so that they more accurately reflect the amount needed to process your project. Please keep in mind that the amounts listed below are only estimates and that your project may require more work, or less. For more information, please call the Brea Planning Division at 714-990-7674.

Management Staff	**$156/hour**
Technical Staff	**$97/hour**
Consultant	**Actual Cost**

Developer Cost Deposit Center Account

Application	Deposit
Administrative Remedy	$500
Annexation Request	$5,000
Certificate of Compatibility	$1,000
Conditional Use Permit	$2,000
Development Agreement	$5,000
Entertainment Permit	$550
Environmental Review	Varies with Project
Film Permit	$500
General Plan Amendment	$5,000
Historic Preservation Listing	$250
Mills Act Contract	$250
Plan Review	$2,000
Precise Development	$2,000
Preliminary Plan Review	$2,000
Research Account	$2,000/varies
Specific Plan	Varies with Project
Temporary Trailer	$500
Temporary User Permit	$500
Tentative Tract or Parcel Map	$2,000
Zone Change	$5,000
Zoning Code Amendment	$5,000
Zone Variance	$2,000
Zoning Verification Letter	$291

Flat Rate Fees

The following applications require the specified flat fee (includes permit issuance fee if applicable):

Application	Flat Fee
Temporary Signs/Banners	$85

Public Works Permit and Inspection Initial Fees

Management, plan check and inspection review associated with development and utility company projects are charged on an hourly basis based on established hourly rates. Time devoted to your project will be billed as noted in the table below. For more information, please call the Brea Public Works Department at 714-990-7667.

Management Rate	**$149/hour**
Plan Check Rate	**$153/hour**
Inspection Rate	**$150/hour**
Inspection Outside Business Hours (2hr min.)	**$225/hour**
Callback Inspection/Re-inspection	**$153/hour**

For services requested of City Staff which have no fee listed in this fee document, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.

I. Plan Check and Permit Fees

Description	Initial Fee
Plan Check	$300
Plus per sheet (Development Work)	$550
Permit Application	$27*
Permit Issuance (Development Work)	$27*
Permit Issuance (Non-Development & Utility Company Work)	$40*

*Flat Fee

II. Development Project Fees

A. Document Review Fees

Description	Initial Fee
WQMP Intake and Processing	$1,200
Drainage (Hydrology and Hydraulic) Report	$1,200
Sewer Study	$800
Traffic Study	$1,200
Special Technical Report	$2,400
Encroachment License Agreement	$1,200
Site Restoration and Maintenance Agreement	$1,800
Miscellaneous Agreement	$2,400
Subdivision Agreement Time Extension	$1,200
Subdivision Improvement Security Reduction	$2,400

B. Mapping Review Fees

Description	Initial Fee
Final Parcel Map	$3,500
Plus per Parcel	$300
Final Tract Map	$3,500
Plus 1-10 lots	$1,500
Plus 11-20 lots	$2,500
Plus 21-30 lots	$3,000
Plus 31-40 lots	$3,500
Plus 41+ lots	$4,000
Certificate of Compliance	$1,000
Certificate of Correction	$500
Amendment of Final Map	$2,000
Reversion to Acreage	$2,000
Lot Line Adjustment	$2,300
Lot Merger	$2,300
Vacation Easement for Public Street or Utility	$3,500
Quit Claim / Summary Vacation	$3,500

III. Inspection Fees (Development & Utility Company Project Fees)

Description	Initial Fee
NPDES (WQMP) Construction Inspection	
<10 acres	$230
10 - 25 acres	$340
>25 acres	$400
Engineering Inspection	
0 - 5 days	$1,500
6 - 10 days	$3,000
11 - 20 days	$6,000
21 - 30 days	$9,000
31+ days	$30,000

IV. Public Works Encroachment Permit Project Fees (Non-Development & Utility Company Project Fees)

Description	Initial Fee
Trench Excavation and Backfill	
One Water Service Connection	$402*
Two or More Water Service Connections	$560
One Fire Service Connection	$402*
Two or More Fire Service Connections	$560
One Sewer Lateral Connection	$402*
Two or More Sewer Lateral Connections	$560
One Storm Drain Connection	$402*
Structures	
Manhole	$300
Vault	$300
Catch Basin	$300
Junction Structure	$300
Curb and Gutter	
50 linear feet or less	$402*
51+ linear feet	$600
Curb Core	
One	$49*
Two – Three	$98*
Four or More	$600
Parkway Culvert/Downspout	$300
Cross Gutter	$300
Sidewalk	
Up to 250 square feet	$98*
251+ square feet	$600
Parkway Paving	
Fronting One Lot	$98*
Two or More Lots	$600
Drive Approach	
One Residential Driveway	$279*
Two or More Residential Driveways	$560
One Commercial or Industrial Driveway	$525*
Two or More Commercial or Industrial Driveways	$1050
Widening One Existing Drive Approach	$279*
Widening Two or More Existing Drive Approaches	$1050

*Flat Fee

Fire Department Fees Plan Check and Inspection Fees

In an effort to serve you better, we have taken a close look at our recommended deposits amounts and revised them so that they can more accurately reflect the amount needed to process your project. Please keep in mind that the amounts listed below are estimates only and that your project may require more work, or less. For more information about our fees, please call the Brea Fire Department at 714-990-7655.

Plan Check Rate	**$133/hour**
Plan Check Rate (Consultant)	**$133/hour**
Inspection Rate	**$133/hour**
Inspection Rate (Consultant)	**$133/hour**

Permit Issuance	Fee
General Plan Maintenance fee	(.00196 x valuation)
Non-refundable permit issuance fee	$40
Records management fee	(.0001 x valuation)
Technology fee	(0.0008 x valuation)

Fire Sprinkler Systems			
NFPA 13D	***Deposit***	***Tenant Improvement***	***Deposit***
1-99 Sprinklers	$399	Up to 20 heads	$133
100-199 Sprinklers	$532	20-99 heads	$133
		100-199 heads	$200
		200 or more heads	$532
NFPA 13	***Deposit***	***In Rack***	***Deposit***
1-99 Sprinklers	$532	New	$233
100-199 Sprinklers	$632	Tenant Improvement	$133
200 or more Sprinklers	$998		
NFPA 13R	***Deposit***	***Pre Action***	***Deposit***
1-99 Sprinklers	$532	Pre Action	$466
100-199 Sprinklers	$632		
200 or more Sprinklers	$732		

Fire Alarm			
Fire Sprinkler Monitoring	***Deposit***	***Tenant Improvement Commercial***	***Deposit***
<25 Devices	$266	<25 Devices	$333
25-75 Devices	$466	25-75 Devices	$565
>75 Devices	$798	>75 Devices	$665

Underground Fire Line	Deposit
Up to 4 appurtenances	$399
5 or more appurtenances	$798

Alternative Automatic Extinguishing System	Deposit
Chemical Protection System	$399
Fire Suppression System	$466
Halon or Clean Agent	$466
Spray Booth	$466

Fire Master Plan	Deposit
Fire Master Plan	$333

High Piled Stock			
Square Footage	***Deposit***	***Square Footage***	***Deposit***
1 – 10,000 sq. ft.	$333	100,001 – 200,000	$599
10,001 – 50,000	$466	200,001 – 300,000	$732
50,001 – 100,000	$599	>300,001	$798

Methane Mitigation	Deposit
Methane Mitigation	$399

Fuel Modification	Deposit
Single Structure	$200
Community (more than one structure	$599

Miscellaneous	Deposit
Battery Storage	$466
Compressed Gas	$466
Fire Pump	$599
Industrial Oven	$200 – varies per number of ovens
Medical Gas	$466
Other	$532 – varies depending on permit type

City Development Connection Fees

a. Water Connection Fees

Water Connection fees are applicable to all new construction, with the charge payable at the time the Building Permit is issued by the City. This shall apply to each dwelling unit, apartment, mobile home or trailer space, or commercial or industrial water user to be served from the same meter whether constructed at the same time or added on the existing property. The connection fees for water services are as follows:

Water Meter Size	Fee
1”	$3,568
2”	$11,980

Connection Fees are adjusted on July 1 of each year based on Construction Cost Index increase as measured by Engineering News Record.

- Water Connection Fees for high usage (greater than 2”) to be determined or individually projected usage based on equivalent 1” meter calculations.

- Where a single meter is to serve more than one water user (residential, commercial or industrial) an additional $1,350 shall be added to the above described connection charge for each dwelling unit, apartment, mobile home, or trailer space or commercial or industrial water user to be served from the same water meter whether constructed at the same time or added on the existing property.

- Connection Fee for Developers – A reduced connection fee may be given to developers who provide their own distribution system. The credit is based on distribution lines and meters that will be provided by the developer. The determination if the developer falls into this rate category will solely be made by the City Engineer.

b. Fire Service Connection Fees

Fire Service Connection fees are applicable to all new construction where fire service is to be installed, with the charge payable at the time the Building Permit is issued by the City.

Fire service connection fees are buy-in fees used to recover the cost of existing reservoir storage and water system capacity for private fire systems. The connection fees for fire service connections are as follows:

Fire Connection Fee	Fee
4” Connection	$4,563
6” Connection	$6,388
8” Connection	$8,305
10” Connection	$11,959
12” Connection	$11,959

Connection Fees are adjusted on July 1 of each year based on Construction Cost Index increase as measured by Engineering News Record.

c. City Sanitary Sewer Connection Fee

(CITY OF BREA) SEWER CONNECTION FEE WORKSHEET (430-00-0000-3625)			
Fixture	**Item Count**	**Fixture Fee**	**Total**
Bathtub		$10.00	$
Bidet		$ 5.00	$
Dental Units		$ 5.00	$
Drinking Fountain		$ 5.00	$
Floor Drain		$10.00	$
Interceptors for grease, oil and solids		$15.00	$
Interceptors for sand, auto wash, etc.		$15.00	$
Laundry Tub or Washer		$10.00	$
Laundry Tub or Washer (self-serve)		$15.00	$
Mobile Home Park (each pad)		$90.00	$
Receptors		$15.00	$
Shower		$10.00	$
Showers gang per head		$ 5.00	$
Sink, Bar		$ 5.00	$
Sink, Bar Commercial		$10.00	$
Sink, Floor		$ 5.00	$
Sink, Flushing Rim		$15.00	$
Sink, Kitchen		$10.00	$
Sink, Service		$10.00	$
Swimming Pool		$15.00	$
Urinal, Pedestal		$10.00	$
Urinal, Stall		$10.00	$
Urinal, Wall Trough		$20.00	$
Wash Basin (lav)		$ 5.00	$
Wash Basin (set) (double lav)		$10.00	$
Water Closet (toilet)		$20.00	$
Total Connection Charge			$

Orange County Sanitation District Fees

These fees are collected by the City of Brea for the County of Orange at issuance of building permits. See www.ocsd.com for updated information.

Effective July 1, 2023 – June 30, 2024

Capital Facilities Capacity Charge		
Use Category	**Rate Basis**	**Base Charge**
Commercial – Industrial (Residential Accessory Structures & Accessory Dwelling Units)		
Low Demand [2]	Per 1,000 square feet	$ 242.00 [1]
Average Demand[4,5,6]	Per 1,000 square feet	$1,485.00 [1]
High Demand [3]	Per 1,000 square feet	$3,521.00 [1]
Single Family Residential[7]		
5+ Bedrooms	Per Unit	$7,949.00
4 Bedrooms	Per Unit	$6,806.00
3 Bedrooms	Per Unit	$5,719.00
2 Bedrooms	Per Unit	$4,633.00
1 Bedroom	Per Unit	$3,545.00
Multi-Family Residential [8]		
4+ Bedrooms	Per Unit	$6,177.00
3 Bedrooms	Per Unit	$5,090.00
2 Bedrooms	Per Unit	$4,004.00
1 Bedroom	Per Unit	$2,859.00
Studio [9]	Per Unit	$1,829.00

[1] Provided that the minimum Capital Facilities Capacity Charge for such new construction shall be $5,719; and all calculations shall be on a 1,000 square foot, or portion thereof, basis.

[2] Low Demand connections are the following categories of users: Nurseries; Warehouses; Churches; Truck Terminals; RV Parks; RV Storage Yards; Lumber/Construction Yards; Public Storage Buildings; and other facilities with whose wastewater discharge is similar to these listed categories.

[3] High Demand connections are the following categories of users: Food/Beverage Service Establishments; Supermarkets (with bakery, meat counter, and/or food service); Car Washes; Coin Laundries; Amusement Parks; Shopping Centers with one or more Food/Beverage Service Establishments; Food Courts; Food Processing Facilities; Textile Manufacturers; Breweries; and other facilities whose wastewater discharge is similar to these listed categories.

[4] All other connections are Average Demand users including: Church Offices and Schools; Hotels, Shopping Centers/Strip Malls without food/beverage service establishments, Music Halls without food facilities, Office Buildings, Senior Housing with individual living units without kitchens but with a common kitchen.

[5] Residential Accessory Structures such as workshops and hobby shops that connect to the sewer, will be charged at the average demand rate and the minimum charge does not apply.

[6] Accessory Dwelling Units will be charged at the average demand rate and the minimum charge does not apply.

[7]Bedroom additions are considered a change of use and a CFCC must be paid. Enclosed loft additions, bonus rooms, offices, workout rooms, media rooms, libraries and any other enclosed addition which could potentially be used as a bedroom are included in this category. The classification of these additions will be reviewed and determined by staff.

[8]MFR units consist of multiple attached units that are not sold individually and receive one secured property tax bill such as apartments. Multiple attached units that are not sold individually and are senior housing with individual living units that include a kitchen are considered MFR units.

[9]Studio – one single room with no separating doors or openings leading to another part of the room (except for a bathroom).

Live/Work units will be charged at the residential rate for the living quarters and at the non-residential rate for the work portion square footage.

Subdivision Development Fees

a. Storm Drainage Fees

Storm Drainage Fees are applicable to subdivisions (tract/parcel maps) only and payable prior to recordation of subdivision map. Storm Drainage Fees are a per acre fee, depending on drainage districts, per City Council Resolution No. 76-60.

Contact the Public Works Department, Engineering Division for district identification and per acre charge at (714) 990-7667.

b. Park Development Fees (Charges per unit)

Park Development Fees are applicable to all new subdivisions (tract/parcel maps) and payment is due prior to recordation of subdivision map.

Dwelling	Charge per Unit
Single-Family dwelling units	# of Unit x $9,818
Two-Family dwelling units	# of Unit x $9,818
Multiple-Family dwelling units	# of Unit x $5,611
Mobile Home dwelling units	# of Unit x $4,769

School District Fees

Developer fees are levied the school district pursuant to the provisions of Section 17620 of the Education Code, as well as Sections 65995 and 66001 of the Government Code. All new residential, commercial and industrial construction and/or an addition of covered or enclosed space are subject to the collection of developer fees. According to the law, this fee is determined by square footage of assessable space over 500 square feet of assessable space.

a. Brea-Olinda Unified School District
1 Civic Center Circle, Level 2
Brea, CA 92821

All residential, commercial, and industrial building or remodeling projects adding square footage should contact the Brea-Olinda School District for their fee requirements or go online for more information.

Please call Roberta Dirks for an appointment at (714) 990-7827.
Office Hours: Monday – Friday (8:00 a.m. – 4:00 p.m.)

Checks are made payable to: Brea Olinda USD

*Please keep in mind that BOUSD fees go into effect on a different date that the city of Brea.

b. Fullerton Joint Union High School District
1051 W. Bastanchury Rd.
Fullerton, CA 92833

All residential, commercial, and industrial building or remodeling projects adding square footage should contact the Fullerton Joint Union High School District for their fee requirements or go online for more information.

Please call for an appointment at (714) 870-2800.
Office Hours: Monday – Friday (7:00 a.m. – 3:30 p.m.)

Developer Impact Fees

These are one-time fees for all new developments including: dispatch, fire, traffic, and water impact fees. Please see below for more details.

A. Dispatch Impact Fees

- **What Are Dispatch Impact Fees?**
  These fees are necessary to provide upgrades to the Police and Fire Dispatch systems; thus, ensuring that new development is provided with appropriate public safety services. In July 1995, the Brea City Council adopted Ordinance 968, establishing Dispatch Impact Fees.

- **What Projects Require Payment of Dispatch Impact Fees?**
  All new development projects are subject to the Dispatch Impact Fees, except:
  - Alterations to an existing building;
  - Reconstruction (within two years) when building has been destroyed by fire, wind, earthquakes, vandalism or other natural man-made disasters;
  - Additions to a single-family or multiple-family residence; and
  - Construction of public schools.

- **When Must Dispatch Impact Fees Be Paid?**
  The required Dispatch Impact Fees must be paid prior to the issuance of any building permits.

- **How Much Are the Dispatch Impact Fees?**
  Dispatch Impact Fees are determined per residential dwelling unit or per 1,000 square feet of nonresidential construction. Each new residential and nonresidential project will be assessed a Dispatch Impact Fee based on the following table:

Land Use	Unit of Development	Fee
Single Family Residential	Per dwelling unit	$55
Multifamily Residential	Per dwelling unit	$40
Commercial	Per 1,000 square feet	$55
Office	Per 1,000 square feet	$77
Industrial	Per 1,000 square feet	$40

B. Fire Impact Fees

- **What Are Fire Impact Fees?**
  The purpose of the Fire Impact Fee is to ensure that new development finance its fair share of fire protection facilities. A fee schedule has been developed based on the existing standard of fire protection facilities in the City of Brea. Fire Impact Fees are necessary to fund the cost of building a fire station and/or to purchase new fire engines and equipment required to serve new development. In June 1995, the Brea City Council adopted Ordinance 969, establishing Fire Impact. Fees. In December 2006, Council adopted Resolution 2006-104 which updated the impact fees.

- **What Projects Require Payment of Fire Impact Fees?**
  All new development projects are subject to the Fire Impact Fees, except:
  - Alterations to an existing building;
  - Reconstruction (within two years) when building has been destroyed by fire, wind, earthquakes, vandalism or other natural man-made disasters;
  - Additions to a residential or non-residential; and
  - Construction of public schools.

- **When Must Fire Impact Fees Be Paid?**
  The required Fire Impact Fees must be paid prior to the issuance of any building permits.

- **How Much Are the Fire Impact Fees?**
  Fire Impact Fees are determined per residential dwelling unit or per 1,000 square feet of nonresidential construction. Each new residential and nonresidential project will be assessed a Fire Impact Fee based on the following table:

Land Use	Unit of Development	Fee
Single Family Residential	Per dwelling unit	$1,029
Multifamily Residential	Per dwelling unit	$731
Commercial	Per 1,000 square feet	$191
Office	Per 1,000 square feet	$267
Industrial	Per 1,000 square feet	$138

C. Traffic Impact Fees

- **What Are Traffic Impact Fees?**
  In July 1995, the Brea City Council adopted Ordinance 966, establishing Traffic Impact Fees for all new development in Brea and annexed portions of its sphere-of-influence. Based on a study conducted in 2011, the City Council adopted Resolution 2011-096 which updated the impact fees. The updated fees became effective February 4, 2012. These fees are required, in part, by Orange County's Measure M, a transportation initiative passed by voters in 1990. More importantly, these are fair-share based fees that will serve to offset, or mitigate, the traffic impacts caused by new development.

  In some cases, a developer may be required to make certain traffic improvements in addition to, or in-lieu of paying traffic impact fees. In this case, however, the total cost of traffic improvements and/or fees will not exceed the development's fair-share toward mitigating its own impacts. Please consult with one of the City's planners to discuss whether your project will require traffic improvements, in addition to, or in-lieu of Traffic Impact Fees.

- **What Projects Require Payment of Traffic Impact Fees?**
  All new development projects are subject to the Traffic Impact Fees, except:
  - Alterations to an existing building;
  - Reconstruction (within two years), when a building has been destroyed by fire, wind, earthquakes, vandalism, or other natural or man-made disasters;
  - Additions to a single-family or multiple-family residence; and
  - Construction of public schools.

- **When Must Traffic Impact Fees Be Paid?**
  The required Traffic Impact Fees must be paid prior to the issuance of any building permits.

- **How Much Are the Traffic Impact Fees?**
  The amount of fees vary depending upon a project's type. The amount of Traffic Impact Fees will be adjusted as necessary to reflect changes in the scope and cost of improvements, inflation, and other relevant factors. However, this is a one-time fee.

Traffic Impact Fees are determined per residential dwelling unit; per gross square foot of commercial, office, or industrial use; per student; or per trip end. Traffic Impact Fees will be assessed based on the following table:

Land Use	Unit of Development	Fee
Low Density Residential (Up to 6 d.u. per acre)	Per dwelling unit	$1,974
Medium Density Residential (7 to 12 d.u. per acre)	Per dwelling unit	$1,453
High Density Residential (13 d.u. per acre & over)	Per dwelling unit	$1,203
Commercial, General and Mixed Use	Per gross square foot	$2.35
Regional Commercial	Per gross square foot	$2.24
Office/Industrial	Per gross square foot	$1.25
School	Student	0
All other uses	Per trip end	$89

D. Water Impact Fees

- **What Are Water Impact Fees?**
  In July 1995, the Brea City Council adopted Ordinance 967, establishing Water Impact Fees for certain new development projects in Brea and its sphere-of-influence. In March 2003, the Brea City Council adopted an updated Water Master Plan. Water Impact Fees were modified according to the updated plan. These fees are necessary to ensure that adequate water infrastructure and facilities are provided to new development projects.

  In some cases, a developer may be required to make certain water improvements in addition to, or in-lieu of paying Water Impact Fees. In this case, however, the total cost of water improvements and/or fees will not exceed the development's fair-share of providing the water infrastructure or facilities.

  Please consult with one of the City's planners or engineers to discuss whether your project will require water improvements, in addition to, or in-lieu of Water Impact Fees.

- **What Projects Require Payment of Water Impact Fees?**
  All new development projects are subject to the Water Impact Fees, except:
  - Alterations to an existing building;
  - Reconstruction (within two years), when a building has been destroyed by fire, wind, earthquakes, vandalism, or other natural or man-made disasters; and
  - Additions to a single-family or multiple-family residence and construction of public schools.

- **When Must Water Impact Fees Be Paid?**
  The required Water Impact Fees must be paid prior to the issuance of any building permits.

- **How Much Are the Water Impact Fees?**
  The amount of fee per dwelling unit varies depending upon a project's geographical location and elevation. In some instances, the exact fee amount will only be able to be determined when the actual elevation or pressure service zone is precisely defined by the proposed development improvement plans. Please contact the Engineering Division for assistance in determining an "*Estimate of Water Impact Fee.*"

  Water Impact Fees are determined per 1" meter equivalent and based on the Meter Equivalent Table and Water Impact Fee Table, on the next page.

Water Equivalent Table

Meter Size	Flow Capacity (gpm)	1" Meter Equivalent
1"	50	1.00
1½"	100	2.00
2"	160	3.20
3"	320	6.40
4"	500	10.00
6"	1,000	20.00
8"	1,600	32.00

Water Impact Fee Table

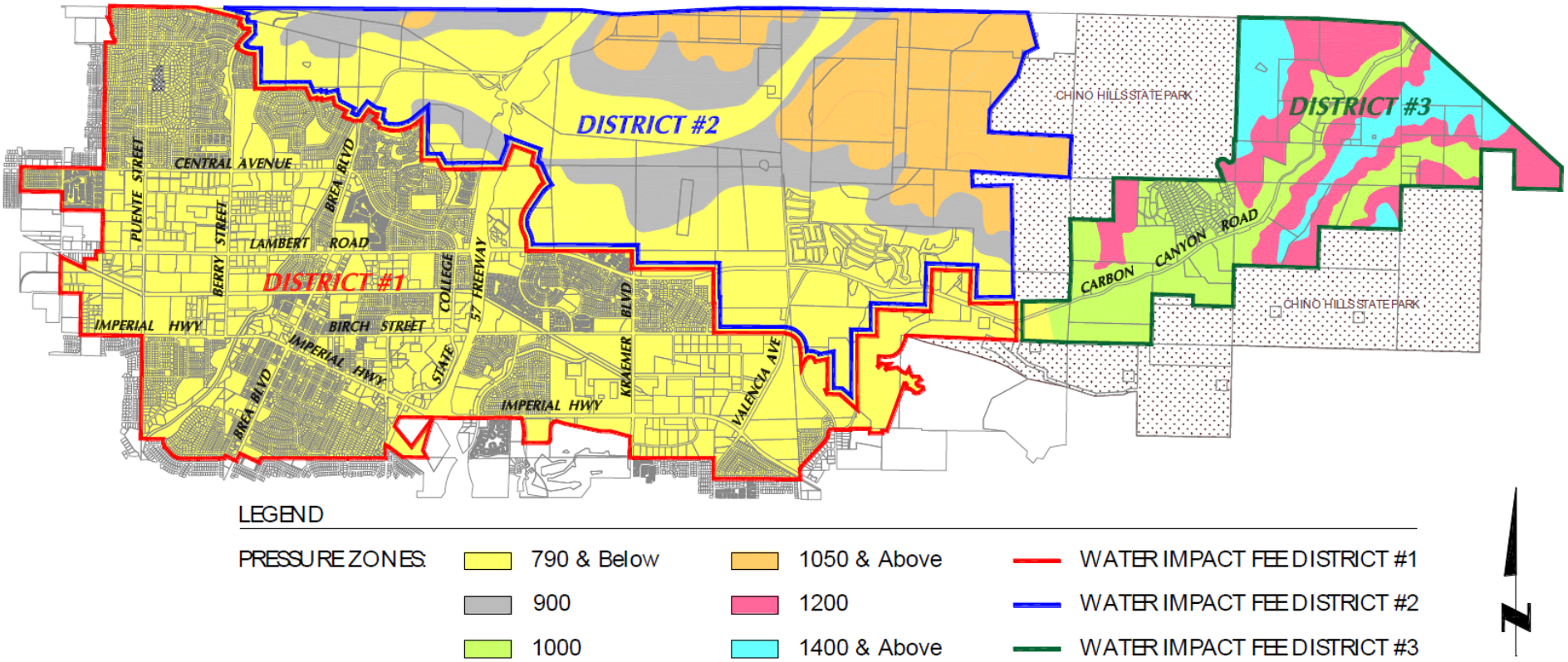
District Fee Area	Pressure Zone	Fee	Unit of Fee
District #1	All Zones	$608	Per 1" Meter Equivalent
District #2	Zone 790 & Below	$4,668	Per 1" Meter Equivalent
District #2	Zone 900	$34,729	Per 1" Meter Equivalent
District #2	Zone 1050 & Above	$126,315	Per 1" Meter Equivalent
District #3	Zone 790 & Below	$608	Per 1" Meter Equivalent
District #3	Zone 1000	$25,408	Per 1" Meter Equivalent
District #3	Zone 1200	$27,561	Per 1" Meter Equivalent
District #3	Zone 1400 & Above	$27,561	Per 1" Meter Equivalent

The Water Impact Fee shall be automatically adjusted annually and without further action of the City Council to account for inflation. The adjustment is based upon the Engineering News Record (ENR) 20-City Construction Cost Index (CCI) per City Council Resolution 03-15. The adjustment shall be applied and the fees shall be effective each July 1st. Please call (714) 990-7667 for more information.

To calculate your project's Water Impact Fee:

- Determine the fee district and zone (see the City of Brea Water Impact Fee Districts map on the next page) in which your project is located.
- Determine the number of 1" meter equivalents your project requires based on the Meter Equivalent Table.
- Multiply the number of 1" equivalent meters your project requires by the fee amount in your district and zone as noted in the Water Impact Fee Table.
- This is your total Water Impact Fee payable prior to issuance of building permits. (Water Impact Fees in district 2 and 3 cannot be accurately determined and/or finalized until the grading/utility plan has been developed).

CITY OF BREA WATER IMPACT FEE DISTRICTS



BREA COMMUNITY DEVELOPMENT

BUILDING & SAFETY
ECONOMIC DEVELOPMENT
HOUSING
PLANNING

Brea Civic & Cultural Center | 1 Civic Center Circle | Brea, California 92821 | www.cityofbrea.net

HISTORIC PRESERVATION APPLICATION

Identifying, recognizing, preserving, rehabilitating, maintaining, and treasuring the City's historic resources creates an awareness and appreciation for Brea's heritage. Any person(s) or group(s) may request, with property owner consent, to designate an improvement as a historic resource, or to remove a historic resource from the Brea Historic Resources Register, by submitting a written request ("nomination") to the Planning Commission. Please review the Historic Preservation Guidelines before submitting the application. **Questions?** Please Contact the Planning Division at planner@cityofbrea.net or 714-990-7674.

APPLICANT INFORMATION

Property Owner(s): Phone No.

Email Address: Mailing Address (Street, City, State, Zip):

PROPERTY INFORMATION

Existing Use of Property: Is the property owner occupied?
Yes____; No____

Date Property Purchased by Current Owner(s): Year Built:

Total Square Footage of Building(s):
Main Residence: _____ sq. ft.
Garage: _____ sq. ft.
Other Building (_____): _____ sq. ft.
Other Building (_____): _____ sq. ft.
Other Building (_____): _____ sq. ft.

Lot Size (Square Feet):

Accessor's Parcel Number (APN):

Book _____ Page _____ Parcel _____

STAFF USE ONLY

Accela Record Number:

Project Manager:

File Number(s): **Related Files:**

SUBMITTAL INFO:

Date Time Received: Received by: Deposit Received:

CRITERIA FOR DESIGNATION OF INDIVIDUAL HISTORIC RESOURCES CHECKLIST

Mark "x" in one or more boxes for the criteria qualifying the property for listing in the Brea Historic Resources Register. Write a written description justifying each criteria selected. Include an attached statement if more space is needed.

☐ **1.** It exemplifies or reflects special elements of the city's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;

☐ **2.** It is identified with persons or events significant in local, state, or national history;

☐ **3. I**t embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials of craftsmanship;

☐ **4.** It is representative of the work of a notable builder, designer, or architect;

CRITERIA FOR DESIGNATION OF INDIVIDUAL HISTORIC RESOURCES CHECKLIST (CONTINUED)

Write a written description justifying each criteria selected. Include an attached statement if more

☐ **5.** It contributes to the significance of a historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development;

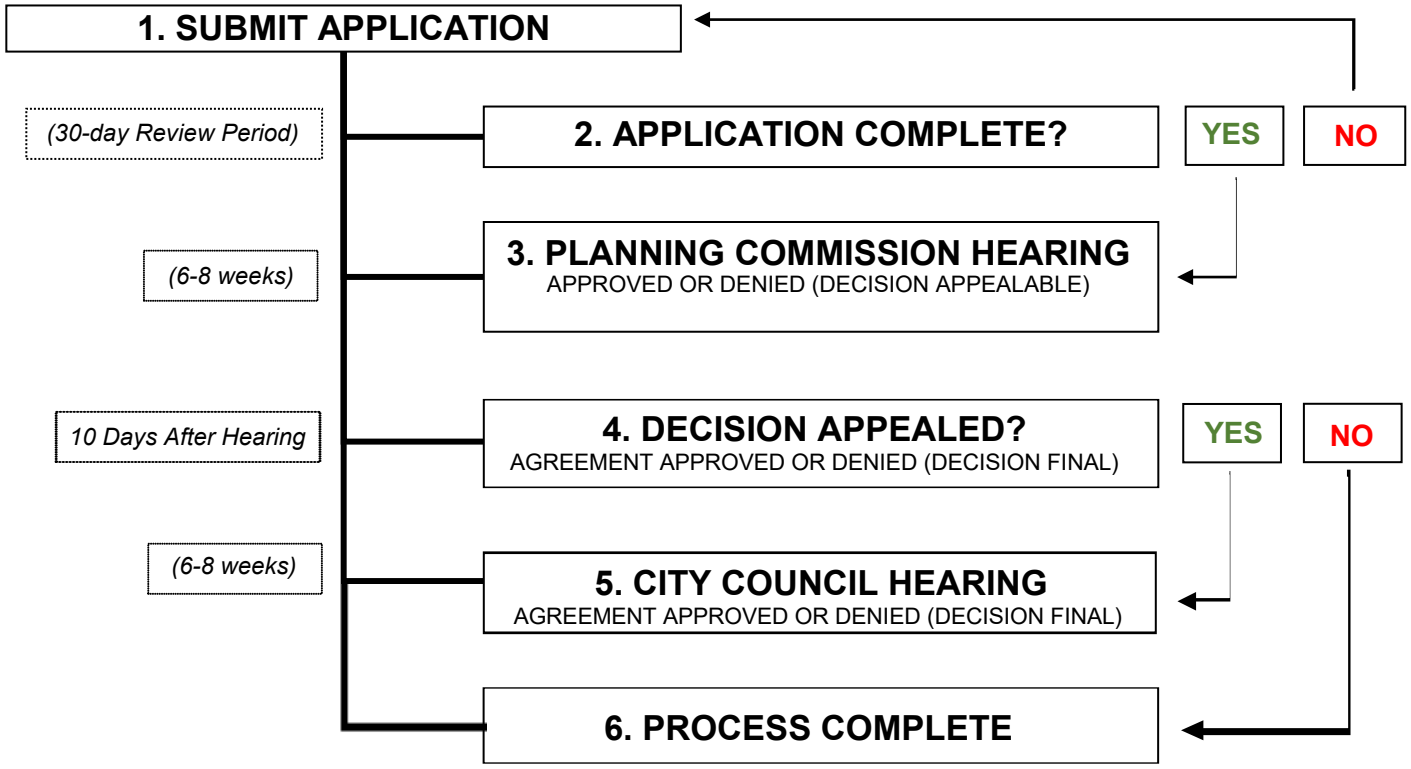
☐ **6.** It embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant structural or architectural achievement or innovation;

☐ **7.** It reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning;

☐ **8.** It is one of the few remaining examples in the city, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen.

APPLICATION PROCESS

The time periods indicated are approximate and can vary depending on staff time, hearing scheduling constraints, staff request for information and/or other unforeseen variable.



SUBMITTAL CHECKLIST

☐ **1. Completed Application –** The application and supporting documentation can be submitted by email at planner@cityofbrea.net or in-person at the front counter located on the 3rd floor of 1 Civic Center Circle, Brea CA 92821.

☐ **2. Written Statement –** Provide a written statement of the current condition of the property and either how it meets any of the criteria for designation of historic resources listed in Brea City Code Section 20.60.030, or detailing why the resource should be removed from the Register. This written statement may supplement completion of the Criteria for Designation of Individual Historic Resources Checklist on page 2.

☐ **3. Draft Exhibit "A" –** Provide a summary of: (1) the history of the property and (2) the architectural details of the existing structures. An example is attached.

☐ **4. Exterior Color Photographs** – Provide exterior photographs either on a separate sheet and label the images properly.

☐ **5. Building Permit History** – Please provide the building permit history for the subject site. This can be obtained through a Public Records Act Request with the City Clerk.

☐ **6. Site Plan** – Provide a scaled site plan showing all buildings on the property including lot lines, street name(s), north arrow and dimensions.

☐ **7. Deposit -** Please visit our Development Processing Fees or contact the Planning Division to verify the deposit amount. The application requires a $2000 initial deposit to begin processing a Plan Review for a Historical Designation. This deposit is used to review the application and plans, research, conduct site visit/ inspections, prepare staff reports and presentations and more. Additional funds and/or subsequent deposits may be required depending upon the level of staff time necessary to complete the project.

PROPERTY OWNER INFORMATION & AUTHORIZATION

Legal Owner's Name *(as listed in the Orange County Assessor's records):*

Address:

Home/Office Phone: Cell Phone:

Email:

I hereby certify under penalty of perjury under the laws of the State of California that I am the owner(s) of the subject property and hereby apply for its consideration for designation or removal as a historic resource on the Brea Historic Resource Register.

By: _____ Date: _____
(Signature)

By: _____
(Printed Name)

By: _____ Date: _____
(Signature)

By: _____
(Printed Name)

TRUST ACCOUNT UNDERSTANDING AND AGREEMENT

All applications require the specified minimum deposit to a Trust Account. Additional funds and/or subsequent deposits may be required depending upon the specified project and level of staff time necessary. All unused funds will be reimbursed following the completion of project and/or review. Staff time devoted to your project will be billed according to our **Development Processing Fees.** The necessary staff time will vary according to the complexity of the project and may include, initial review and ongoing project processing by City staff.

I understand that my **initial deposit is a retainer and not a fee.** This deposit will be used to set up an account, against which fees shall be charged based on the hourly rate listed in the City fee schedule in effect at the time the work is performed**. I understand that should the costs exceed the deposit, I will be billed monthly for any additional deposit amount intended to cover future charges.** If I fail to pay the fees when due, I understand that the City may stop working on the application. If the final costs are less, the unused portion of the deposit will be returned to me approximately 60 days after the conclusion of the process or final inspection of the completed project, whichever occurs later.

As the trust account owner, I assume full financial responsibility for all costs incurred by the City in processing this application(s).

BY SIGNING BELOW, I HEREBY CONSENT THAT I UNDERSTAND THE MATTERS AS DESCRIBED ABOVE AND AGREE TO THE TERMS. I HEREBY FURTHER REPRESENT THAT I HAVE AUTHORITY TO BIND MY BUSINESS BY SIGNING ON ITS BEHALF.

_____ _____
Trust Account Owner's Signature Date

_____
Trust Account Owner Printed Name

Exhibit A

909 East Elm Street
Site No. 58
Constructed 1930

Historic Resources Designation No. HRD 16-01

History: The home was originally built for and inhabited by Carl Harvey, a locally significant educator during the early 20th century who played an important role in the city's social and political history. Mr. Harvey served as Principal of Brea Olinda High School from 1927 to 1946, and resided in the house from 1930 to 1946. Mr. Harvey also played a significant role in education in Santa Ana and Orange County as a whole. In 1946, he moved to Santa Ana to become Assistant Superintendent for the Santa Ana School District. While serving there, he strongly supported efforts to establish a school for the physically handicapped in Orange County. In 1948, the first such school opened in Santa Ana and was named the Carl Harvey School in his honor.

Architecture: This home embodies distinctive characteristics of Spanish Colonial Revival architecture. The house is a traditional a rectangular plan with the east corner of the front façade projecting forward from the rest of the front elevation. A small porch is located at the west front corner adjacent to the entry and covered by the roof. The porch features traditional exposed, stained wood beams as part of its design. A molded chimney at the middle of the front elevation rises above the low-pitched terra cotta tile roof, and casement windows are found on all elevations. While many elements of the home's interior have been altered over time, many original and significant features remain. These include arched doorways, exposed ceiling beams, inset bookshelves, and a fireplace and dining room chandelier designed in the original architectural style. All of these interior and exterior architectural elements showcase a valuable example of Spanish Colonial Revival architecture and the craftsmanship associated with that time.

Historical Significance:

- ✓ It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;
- ✓ It is identified with persons or events significant to local, state, or national history.
- ✓ It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship;

SAMPLE

BREA MUSEUM & HISTORICAL SOCIETY

Preserving the Past…Educating the Future

July 6, 2023

Brea City Council
1 Civic Center Dr.
Brea, CA. 9282

Honorable Mayor Simonoff and Council Members,

I am writing today to ask for your consideration in allocating $5000.00 each year from the annual budget to be used for historic preservation. Specifically, these funds will be used to underwrite the cost homeowners incur when nominating their home for historic designation.

Currently, homeowners who believe their home is historically relevant and wish to have it designated a historic resource to be added to the historic registry, must apply (nominate) to the Planning Department with the appropriate application, supporting documentation and a $2000.00 deposit to begin the process of plan review. The deposit is used to cover staffs time to review the application and plans, research, and prepare reports and presentations.

Staff will investigate the property and prepare a report for the planning commission. The planning commission determines if the property meets the historic criteria, as indicated in Ordinance 953, and makes a recommendation to the City Council. Council will approve or decline the Commissions recommendation. If the application is approved, the homeowner is notified, and staff costs are taken from the deposit; the difference is refunded to the homeowner.

The most resent designation, 315 S. Flower, cost $1567.60. While this process is well organized, the actual cost to the homeowner can be cost prohibitive. It should be noted, though the process has been labeled an entitlement, historic designation is a prerequisite to Mills Act applications, and both benefit the city. As indicated in Ordinance 953, Council believes historic resources should be preserved to provide future generations the opportunity to appreciate, enjoy, and understand the rich history of the city. To that point, I would like to suggest that the city make a small investment each year to help homeowners with their preservation efforts.
I am happy to answer any questions you may have.

Cordially,
Linda Shay, PhD
Executive Director & Curator

495 S. Brea Blvd Brea, CA. 92821
714-256-2283 www.breamuseum.org
The Brea Historical Society is a recognized non-profit 501C3 organization
Tax ID 23-7101540

495 S. Brea Blvd Brea, CA. 92821
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Agenda Item 15.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: 2023 Investment Advisory Committee (IAC) Annual Update Presentation and City Treasurer Presentation - *Long-Term Debt Obligation Overview*

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager - Revenue; and
Monica Lo, Deputy Administrative Services Director
Concurrence: Kristin Griffith, Administrative Services Director

Attachments

Investment Advisory Committee Update Presentation

City Treasurer Presentation - Long Term Debt Obligation Overview

Investment Advisory Committee Update

City Council Meeting | *August 15, 2023*

CITY of BREA

Agenda

- ✓ **Investment Advisory Committee (IAC) Members**
- ✓ **Chandler Asset Management**
- ✓ **Public Agency Retirement Services (PARS)/High Mark Capital Management**

Meet the Committee

Christine Marick…….**Council Member / Chair**

Denise Eby..……..……...**Treasurer**

Ho-El Park ……...……**Committee Member**

Dave Penn……...…….…...**Committee Member**

Gary Terrazas…….……..**Committee Member**

<u>Investment Advisory Manager</u>

Daniel Delaney……..…..…..…..…....**Chandler Asset Management**

Keith Stribling…….…….....**High Mark Capital Management**

Background

The Investment Advisory Committee was established to review and make recommendations on the investment policy and investment strategies and is designed to strengthen the internal control of investment management of the City's funds.

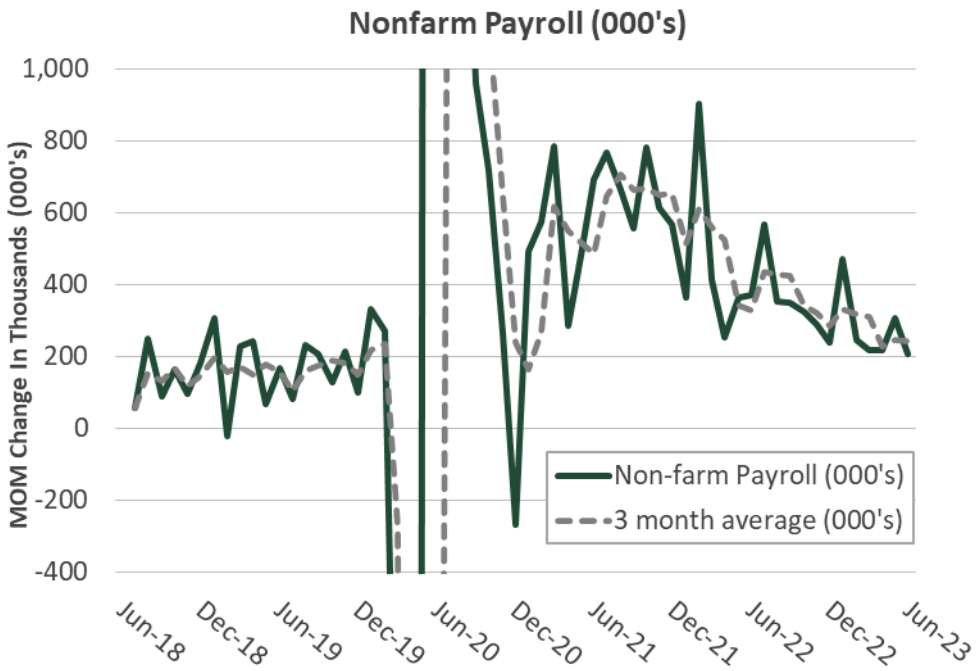
Chandler Asset Management

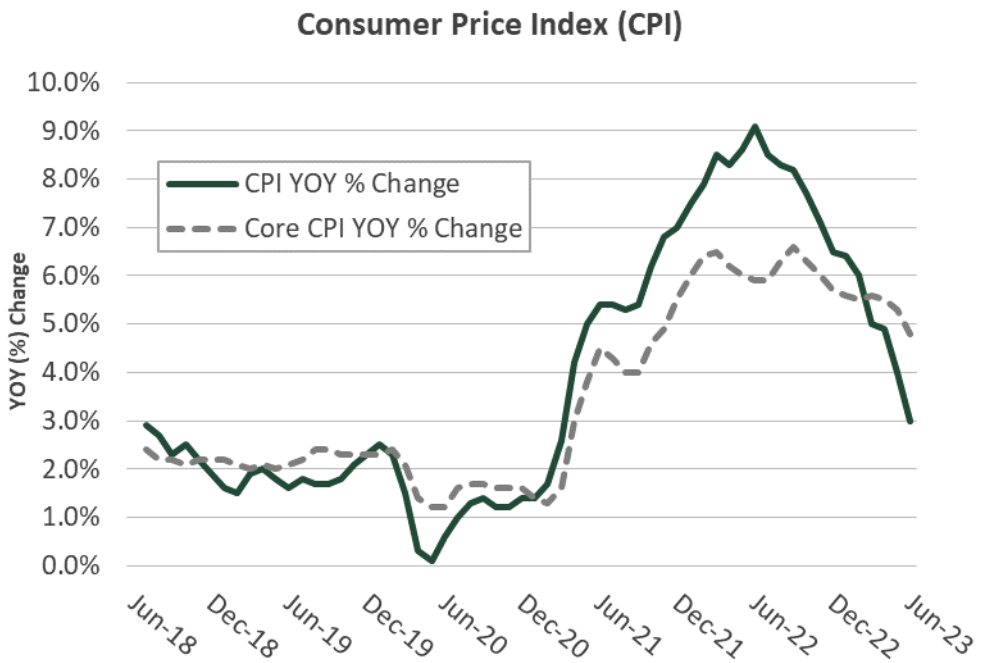
Investment Objectives	Performance Objectives	Strategy
• *To first preserve principal in the overall portfolio;* • *Secondly, to provide adequate liquidity to meet operating needs;* • *Lastly, to earn a return that is commensurate with the first two objectives.*	• *Achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.*	• *In order to achieve these objectives, the portfolio invests in high-quality fixed income securities consistent with the investment policy and California Government Code.*

Economic Update

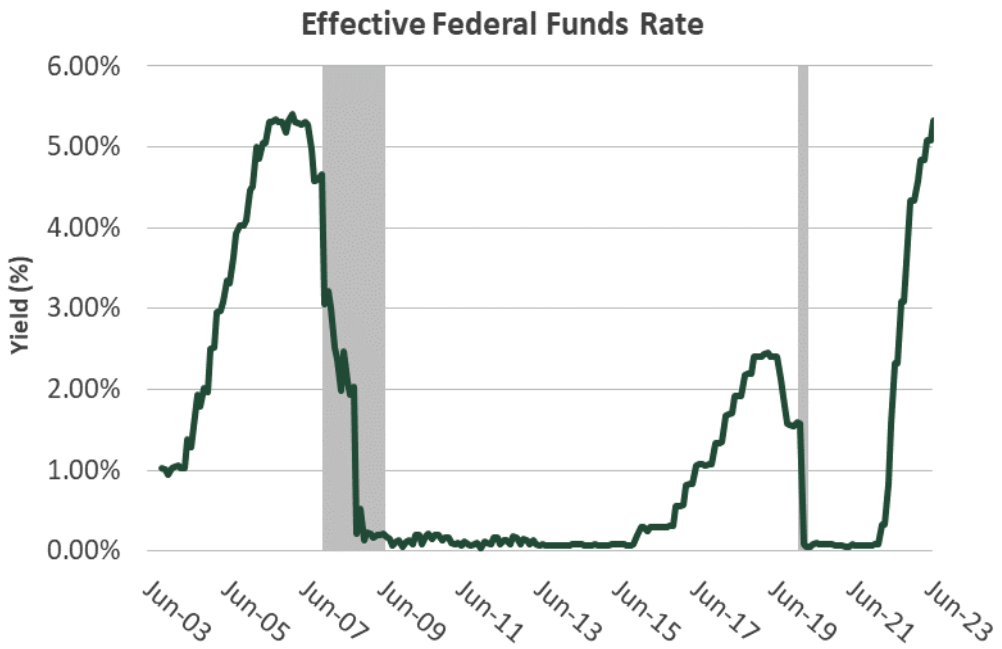
As of June 30, 2023

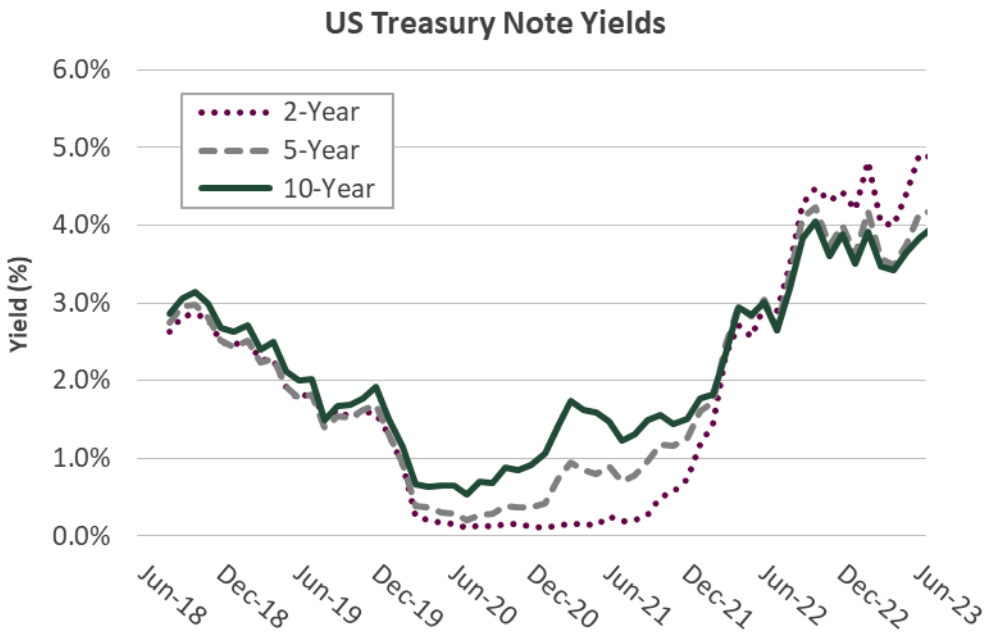
Employment and Inflation





The Federal Reserve and Bond Yields





City Portfolio Summary *as of June 30, 2023*

CITY of BREA

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.36
Average Coupon	2.10%
Average Purchase YTM	2.04%
Average Market YTM	5.02%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.66 yrs
Average Life	2.52 yrs

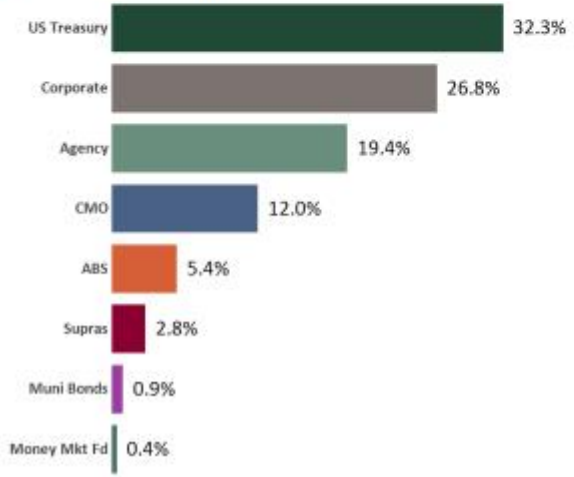
ACCOUNT SUMMARY

	Beg. Values as of 5/31/23	End Values as of 6/30/23
Market Value	93,717,488	93,304,576
Accrued Interest	413,336	383,458
Total Market Value	**94,130,824**	**93,688,034**
Income Earned	160,202	162,111
Cont/WD		0
Par	98,556,921	98,730,600
Book Value	98,463,663	98,582,742
Cost Value	98,801,421	98,875,088

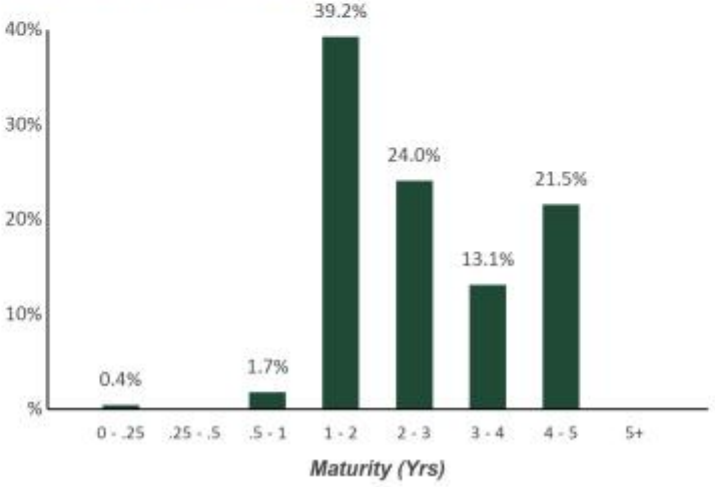
TOP ISSUERS

Government of United States	32.3%
Federal Home Loan Mortgage Corp	17.5%
Federal National Mortgage Assoc	10.5%
Federal Farm Credit Bank	2.2%
Inter-American Dev Bank	1.8%
Bank of America Corp	1.8%
JP Morgan Chase & Co	1.8%
Toyota Motor Corp	1.8%
Total	**69.7%**

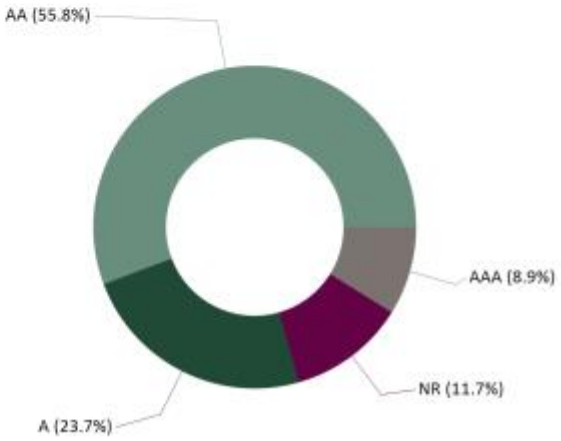
SECTOR ALLOCATION



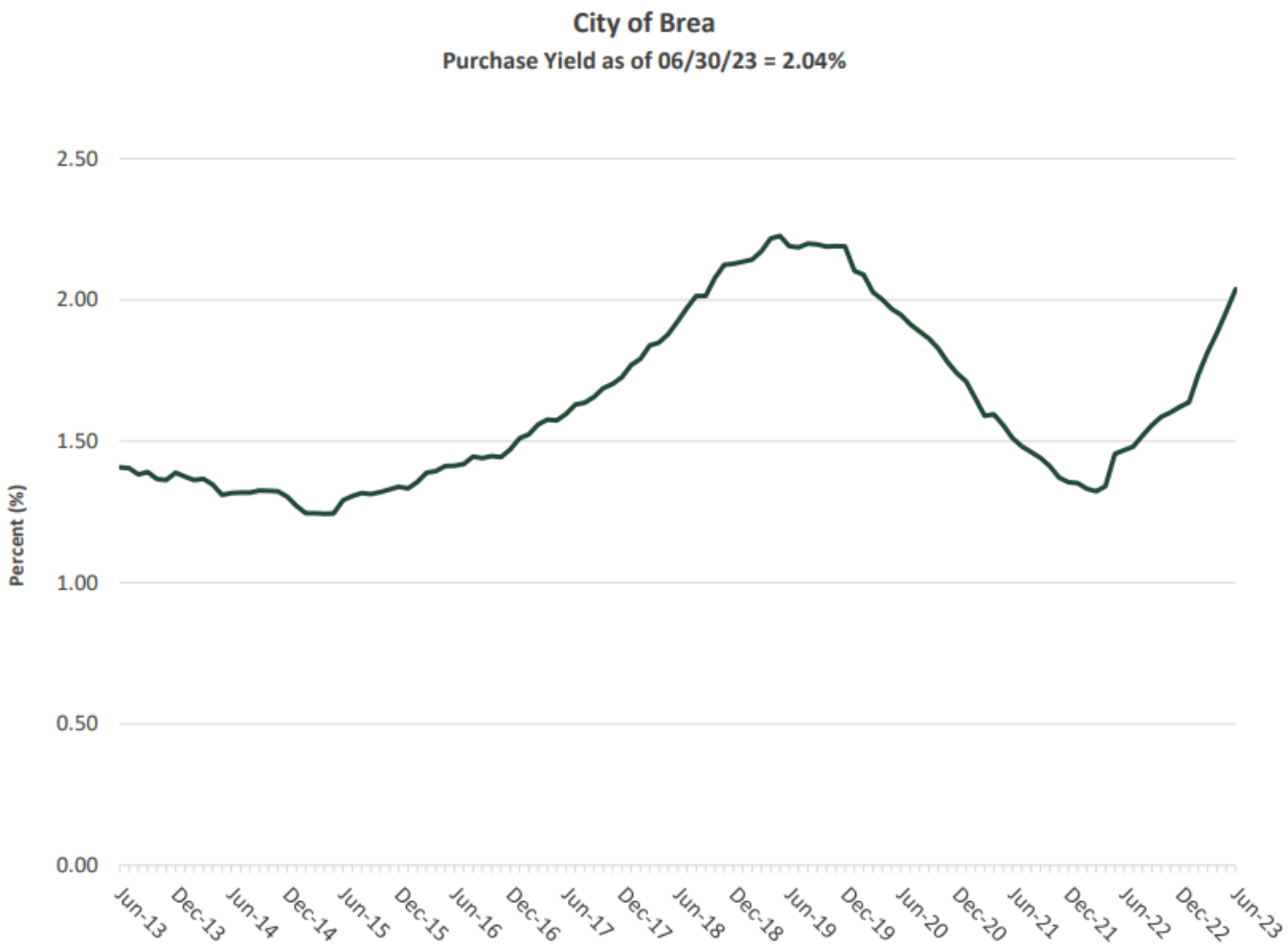
MATURITY DISTRIBUTION



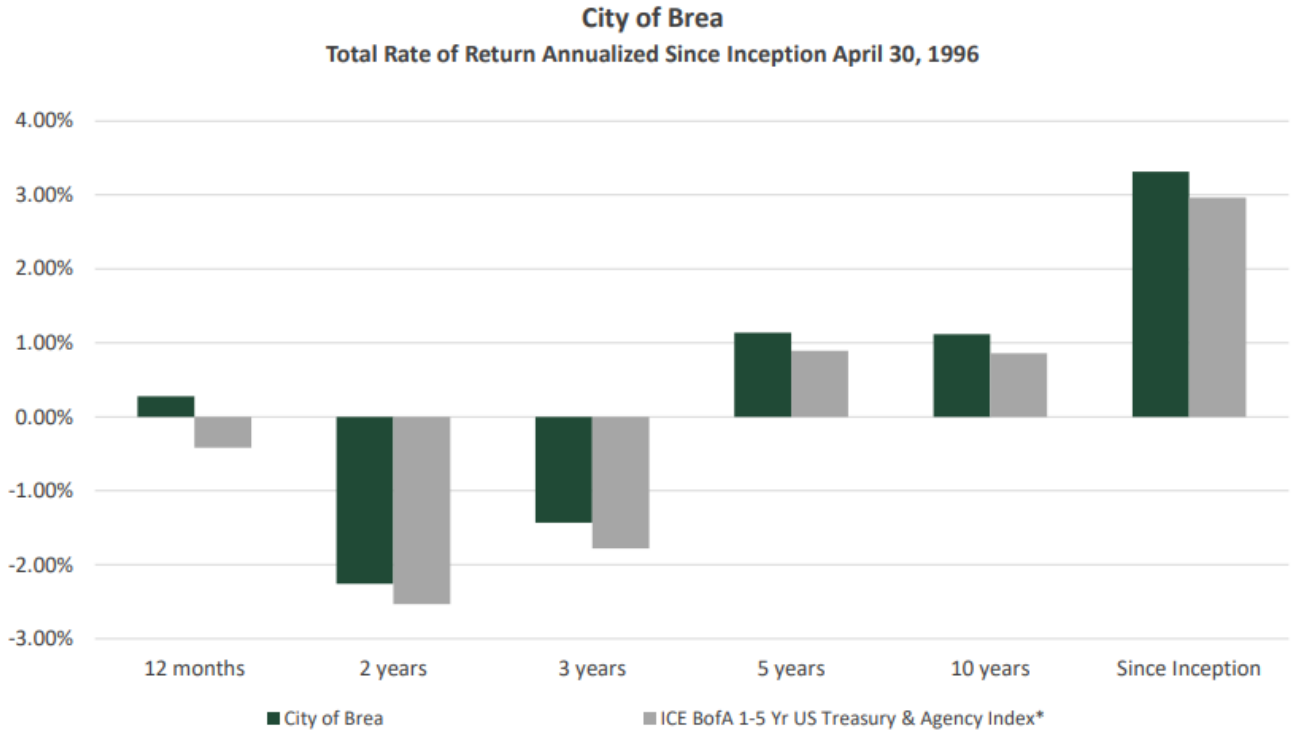
CREDIT QUALITY (S&P)



Purchase Yield *as of June 30, 2023*



Long Term Performance *as of June 30, 2023*



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Brea	-0.38%	0.28%	-2.26%	-1.43%	1.14%	1.12%	3.32%
ICE BofA 1-5 Yr US Treasury & Agency Index*	-0.85%	-0.42%	-2.53%	-1.78%	0.89%	0.86%	2.96%

**ICE BofA 1-Yr US Treasury Bill Index to 9/30/01*

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Compliance

City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Category	Standard	Comment
U.S Treasuries	No limitations; Bills, Notes, and Bonds	*Complies*
Federal Agencies	25% max per issuer; 5% max in callables bonds issued by Agencies; U.S. Government Agency securities and instrumentality of government-sponsored corporations	*Complies*
Supranational Obligations	"AA" rated or higher by a NRSRO; 15% max; 5% max per issuer	*Complies*
Municipal Securities	5% max issuer; Other investments that are legal investments through the State of California Government Code	*Complies*
Corporate Medium Term Notes	"A" rating or better by a NRSRO; 30% max; 5% max per issuer	*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	"AA" rated or higher by a NRSRO for Asset Backed Securities; 15% max combined ABS/MBS/CMO, excluding those issued by the U.S. Treasury, U.S Governement Agency and Instrumentality of Government Sponsored corporation; 5% max per issuer; 5 years max maturity	*Complies*
Negotiable Certificates of Deposit (NCD)	30% max; 5% max per issuer	*Complies*
Certificates of Deposit (CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	*Complies*
Banker's Acceptances	40% max; 5% max issuer; 180 days max maturity	*Complies*
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% max; 5% max per issuer; 270 days max maturity	*Complies*
Money Market Funds	Highest rating by two NRSROs; 20% max; 5% max per fund	*Complies*
Local Agency Investment Fund (LAIF)	60% max combined State and County investment pools; 40% max per pool	*Complies*
OCIP/County Pool	60% max combined State and County investment pools; 40% max per pool	*Complies*
Repurchase Agreements	5% max issuer; 1 year max maturity	*Complies*
Downgrade	If a security owned by the City is downgraded to a level below the requirements of the policy, making the security ineligible for additional purchases, the following steps will be taken: -Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer and the Administrative Services Director within two (2) business days; -If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.	*Complies*
Max Per Issuer	5% max per issuer, with the exception of U.S. Treasury Obligations, U.S. Federal Government Agency obligations, Approved State and County investment pools	*Complies*
Maximum Maturity	5 years, unless the City Council has granted express authority to make that investment; When possible, a minimum of 25% of the portfolio should be in maturities of 1 year or less	*Complies*

On November 17, 2015, the City Council approved the adoption of the PARS Post Employment Benefit Trust to address the City's unfunded pension and Other Post Employment Benefit (OPEB) obligations through a City-controlled trust.

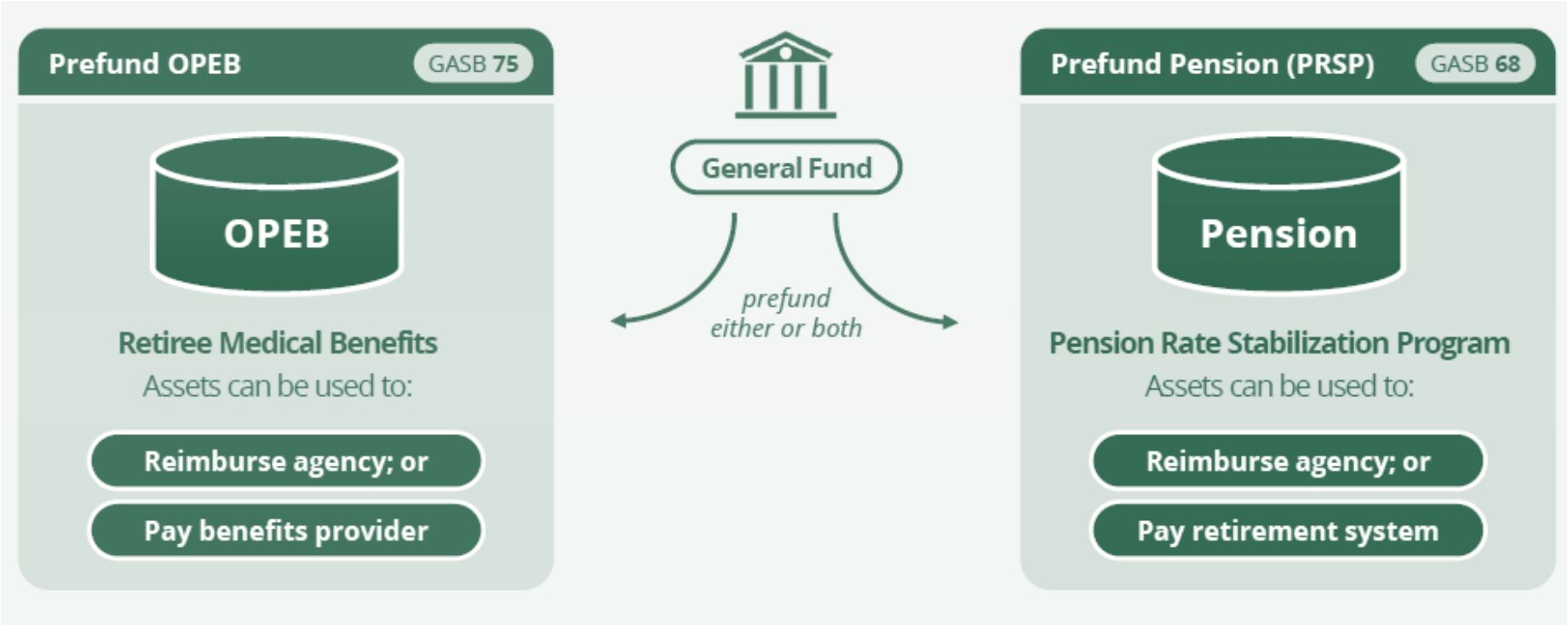
Benefits of the trusts include:

- Assets in the trust can be used to address the City's Net Pension and OPEB Liabilities; and
- Provides a funding source to help stabilize increasing CalPERS rates during challenging economic times; and
- Enables more flexibility to increase investment returns in the long run compared to the earnings from the City's General Fund.

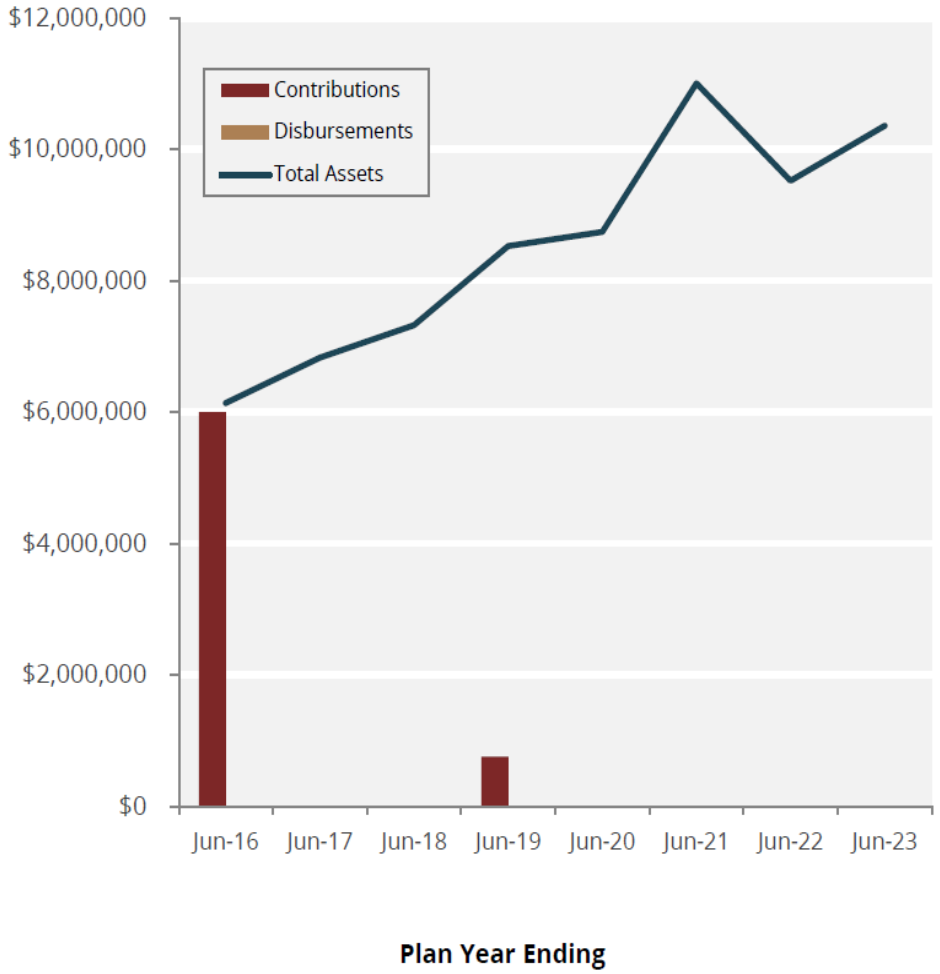
Public Agency Retirement Services | PARS

Section 115 Trust Accounts

Trust Structure & Benefits



PARS Pension Portfolio Summary *as of June 30, 2023*



Type of Plan:	IRC Section 115 Irrevocable Benefit Trust
Trustee Approach:	Discretionary
Plan Effective Date:	November 17, 2015
Plan Administrator:	Bill Gallardo - City Manager
Current Investment Strategy:	Balanced HighMark PLUS (Active)-Individual Act Allocation Target – 57.42% stocks (50 70% range), 37.66% bonds (30 50% range), 4.92% cash (0 20% range)
Initial Contribution:	February 19, 2016 – $2,000,000
Additional Contributions:	April 22, 2016 - $2,000,000 June 17, 2016 - $2,000,000 June 25, 2019 – $756,800
Balance as of June 30, 2023:	$10,359,484.38
Inception to Date Return: (02/01/2016)	7.32%

Questions?

City Treasurer Presentation

Long-Term Debt Obligation Overview

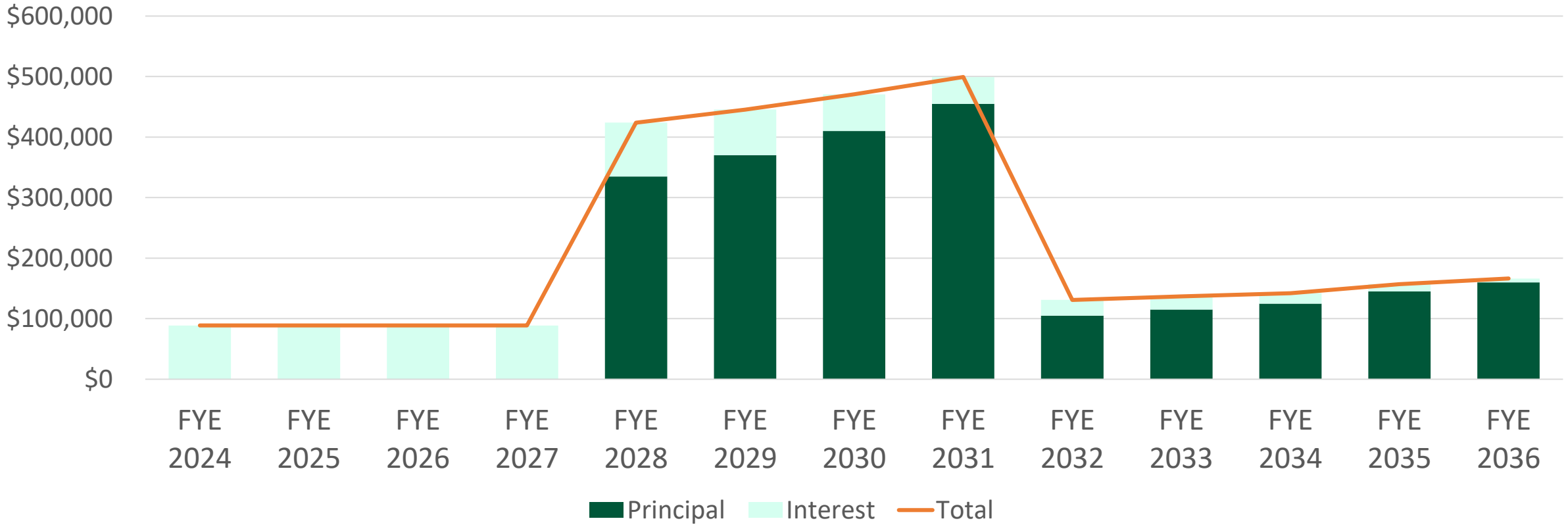
City Council Meeting | *August 15, 2023*

CITY of BREA

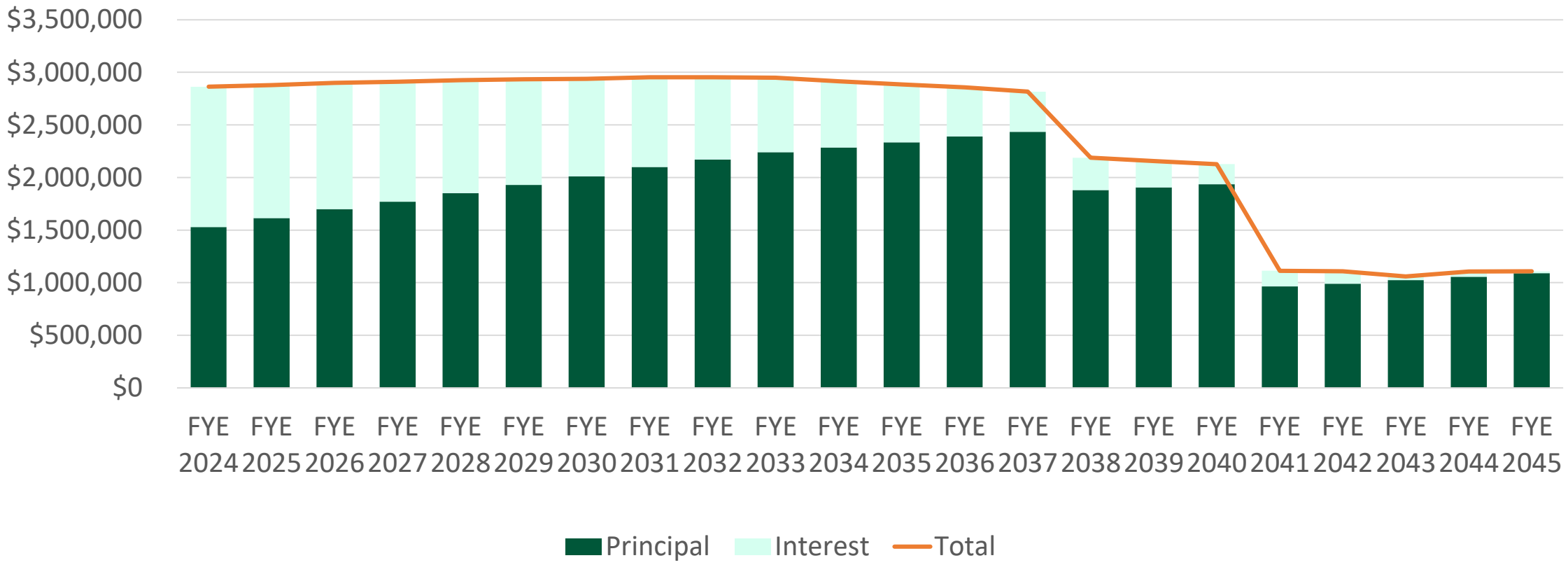
Overview

- General Fund Obligations
- Water Revenue Bonds
- Successor Agency to the Former Redevelopment Agency Bonds
- Pension and Related Obligations

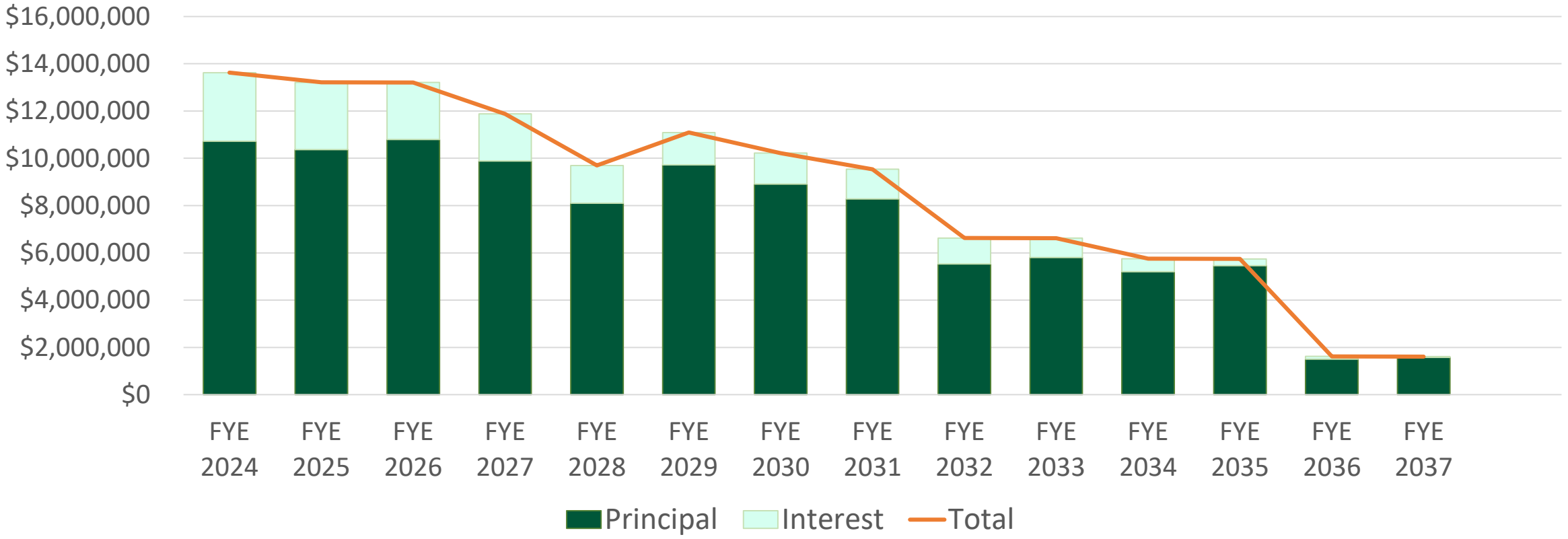
General Fund Lease Revenue Bonds - Maturity Schedule



Water Revenue Bonds - Maturity Schedule

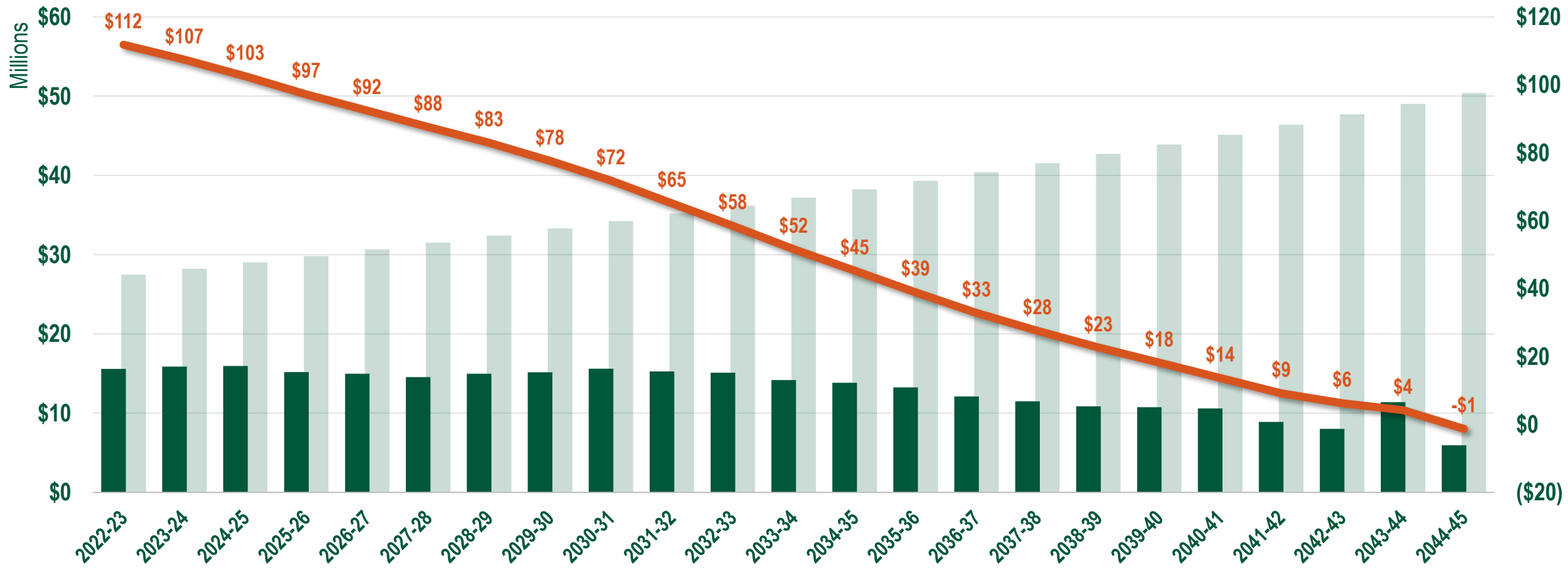


Successor Agency Bonds and Long-Term Obligation Maturity Schedule



Brea Unfunded Pension Liability

Based upon information provided by CalPers



Total Employer Cost | Projected Payroll (CalPERS Assumptions) | Total Projected Unfunded Accrued Liability (UAL)

Sources

- Brea Annual Financial Statement – FYE 06-30-2022
  https://www.ci.brea.ca.us/DocumentCenter/View/679
- Brea FY 2023-25 Biennial Operating Budget Document
  https://www.ci.brea.ca.us/DocumentCenter/View/14570/23-25-Adopted-BudgetwPages
- Pension Ad Hoc Subcommittee
  https://www.ci.brea.ca.us/1578/Pension-Ad-Hoc-Subcommittee
- Brea City Council's Top Priorities and Projects
  https://www.ci.brea.ca.us/1059/Council-Top-Priorities

Summary

- Brea continues to meet and exceed its requirement to maintain an AA Investment grade rating
- Liquidity is strong
- Brea is current on all obligations
- I have no concerns regarding the City's ability to meet its scheduled payments for this fiscal year
- All scheduled payments for this fiscal year can be made from current year revenues without drawing from reserves

Questions?

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: July 18, 2023 City Council Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

D R A F T

BREA CITY COUNCIL
SUCCESSOR AGENCY TO THE
BREA REDEVELOPMENT AGENCY
MEETING

MINUTES
JULY 18, 2023

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

CALL TO ORDER / ROLL CALL - COUNCIL
Mayor Simonoff called the Study Session to order at 6:00 p.m., all members were present.

Present: Simonoff, Marick, Hupp, Stewart, Vargas

1. **Public Comment**
   None.

2. **Clarify Regular Meeting Topics**
   None.

DISCUSSION ITEMS

3. **Designate Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, September 20-22, 2023 in Sacramento**
   The City Council delegated Mayor Simonoff as the Voting Delegate and Councilmember Stewart at the Alternate for the League of California Cities Annual Conference and Expo.

4. **Arovista Park Modernization Project and Funding Update.**
   Assistant City Manager/Community Services Director Emeterio introduced the item.

   Parks, Recreation & Human Services Commission Vice Chair Higgins spoke about the Commission's discussions and encouraged the advancement of the full and complete project.

   Assistant City Engineer Chapman provided project updates including the design process, schedule and environmental review.

   Senior Management Analyst Colacion spoke about funding considerations and current cost estimates, funding sources, and other funding options.

   Council expressed concern with depleting the Park Development Fund. They also discussed being open to using the Community Benefit & Economic Development (CBED) Fund since it will be replenished; the duration of construction and NEPA implications; inquired as to how the

contingency percentages were established; and provide project estimates and different funding sources.

Council directed staff to explore funding by depleting Fund 490, Building Occupancy Fund Excess Reserves; utilizing CBED Funds; taking a look at feasibly using Fixed Asset Replacement Program reserves; and avoid leaving a zero balance in fund 560, Capital and Mitigation Improvement Fund.

REPORT

5. Council Member Report/Requests

Councilmember Stewart indicated that Hillside Open Space Education Coalition ("HOSEC") has requested a support letter for the AERA property.

The City Council and staff discussed options for how to appropriately and generally express support for the project and Council directed staff to draft a letter for Council for review and approval.

Mayor Simonoff adjourned the Study Session at 6:41 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

6. Pledge of Allegiance

Boy Scout Troop 723 led the Pledge of Allegiance.

7. Invocation

Pastor Tyler Lemen, Birch St. Friends Church, delivered the Invocation.

8. Report - Prior Study Session

City Manager Gallardo provided the report on the prior Study Session.

9. Community Announcements

Councilmember Stewart announced that Brea's summer events are in full swing and Concerts in the Park are held at City Hall Park on Wednesday nights during July and August; Family Films, held on the Plaza Level of the Civic & Cultural Center, are on Friday nights in July; and on Saturday, July 22, the Brea Gallery will be hosting an opening reception, from 5 to 7 p.m., for their summer exhibition, *No Song Unsung*.

Councilmember Vargas announced that over the years, coyotes have become more visible and a concern in many neighborhoods. He encouraged the community to be proactive and safeguard homes by deterring coyote through conducting yard audits and reporting coyote sightings. He invited the community to visit cityofbrea.net/coyotes to download a Yard Audit checklist and for information on how to report sightings and encounters.

Councilmember Hupp invited the community to Brea Police Department's National Night Out on Tuesday, August 1st, from 5:00 to 9:00 p.m. in the Brea Downtown. She stated that the free, family-friendly event will feature photo opportunities, K9 Demonstrations, a Dunk Tank, Games, and more.

Councilmember Hupp also announced that Brea’s Housing Rehabilitation Program can help

residents finance many of their home's repairs. She indicated that the City of Brea manages federal funds allocated through the County of Orange, to help Brea families finance home repairs. She stated that program funds are based on availability and applicants must meet income and other general criteria, and encouraged interested residents to visit the City website for more information.

Mayor Pro Tem Marick invited the community to Brea Fest on Friday, August 11, where guests are invited to sample delicious food and beverages donated from local restaurants while enjoying live entertainment. She stated that Brea Fest admission and entertainment are free and there is a nominal charge of $4 per ticket that can be used for food and/or beverages. She announced that pre-sale tickets can be purchased now through the City website.

10. Matters from the Audience

Sean Thomas spoke about a recent rodent infestation in the Bandera Homes community and thanked Councilmember Hupp for her assistance with Orange County Vector Control. He also spoke about the influx of coyotes in the community.

Scott Hupp thanked the Council, staff, Kristin Steyerman, Kevin Martinez, and everyone involved with the Country Fair. He also thanked the Country Fair Steering Committee Members for their help in planning the event.

Keith Fullington spoke about speeding at the corner of Lambert Road and Peppertree Drive, coyotes, Concerts in the Park and requested more events in Downtown Brea.

11. 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.*

12. Zoning Ordinance Text Amendment No. 2023-01: Omnibus Code update amending various chapters of Title 20 of Brea City Code

City Planner Hwang provided a presentation and spoke about the executive summary and the following proposed zoning ordinance text amendments: permitted land uses and definitions, minimum parking requirements, tree preservation standards, off-site advertising signs, height of detached accessory structures, large family day care homes, and other minor updates. She also spoke about noticing, CEQA exemptions and provided staff's recommendation.

Mayor Simonoff opened the public hearing. Seeing no members of the public wishing to address the Council, Mayor Simonoff closed the public hearing.

Council discussed the amendments to the tree preservation standards, including the proposed square foot property coverage; commercial zones; sphere of influence properties; cash-in-lieu fee calculation methodology; the City's Tree City USA designation; species of native trees to the state of California and City of Brea; policy for tree removal and replacement; protocol for removing trees in emergency situations; policy for determining eligibly for cash-in-lieu and where the funds will be deposited to; and the City's tree species inventory.

Council also discussed the height limitations on detached accessory dwelling units.

Motion was made by Council Member Vargas, seconded by Council Member Stewart to waive full reading and introduce Ordinance No. 1241 titled, “An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. ZOTA 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination; and Schedule adoption of aforementioned Ordinance at the next regular City Council meeting.

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

Passed

13. Zoning Ordinance Text Amendment No. 2023-02: Housing Element Implementation Program Code Update Amending Various Chapters of Title 20 of Brea City Code

City Planner Hwang provided a presentation and spoke about the executive summary; background of the 6th Cycle Housing Element; proposed the following amendments: by-right multiple family residential uses; emergency shelter standards; accessory dwelling units (ADUs); two-unit developments; and urban lot splits.

Management Analyst Dao provided a presentation and spoke about the current affordable housing ordinance and presented the proposed affordable housing ordinance and guidelines. She also spoke about noticing the item; California Environmental Quality Act; and staffs recommendation.

Mayor Simonoff opened the public hearing. Seeing no members of the public wishing to address the Council, Mayor Simonoff closed the public hearing.

The City Council discussed the height restrictions for attached versus detached ADUs; changes in state law, including owner occupancy; and current size requirements for ADUs. They also commended staff for their work on the amendments.

Motion was made by Council Member Hupp, seconded by Council Member Stewart to introduce by title only and waive further reading of an Ordinance No. 1242 approving ZOTA No. 2023-02, amending Title 20, Chapters 20.40, 20.206, and 20.208 of the Brea City Code (BCC) and adding new Chapters 20.52, 20.56, and 20.66 to the Title 20 of the BCC and finding the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); adopt a Resolution No. 2023-051 approving the revised Affordable Housing Guidelines; and to schedule the adoption of aforementioned Ordinance at the next regular City Council meeting.

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

NOES: Mayor Simonoff

Passed

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

14. Renewal of Ordinance No. 1227, Approving Police Department's Military Equipment Policy

Chief Hawley provided a presentation and spoke about the background of AB 481, annual requirements, reporting and community engagement.

Council discussed the Police Department's equipment that is considered to be military equipment.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to introduce by title only and waive further reading of Ordinance No. 1243, An Ordinance of the City of Brea Renewing Ordinance No. 1227 and approving the Police Department's Military Equipment Use policy.

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

15. June 20, 2023 City Council Regular Meeting Minutes

The City Council approved the June 20, 2023 City Council Regular Meeting Minutes, as written.

16. Brea-Olinda Unified School District Building Utilities and Services Agreement for Fiscal Years 2023-2028

The City Council approved the five-year Building Utilities and Services Agreement with the Brea-Olinda Unified School District for Fiscal Years 2023-2028; and allow the Finance Division to take the necessary budgetary actions to implement the agreement.

17. Accept a $96,093.80 California Highway Patrol Cannabis Tax Fund Grant Program Award for DUI Enforcement Training

The City Council adopted Resolution No. 2023-052 accepting a State of California Cannabis Tax Fund Grant Program (CTFGP) Award for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis, in the amount of $96,093.80, for the one-year grant program which begins July 1, 2023, and ends June 30, 2024.

18. Approval of Fiscal Year 2023-24 Property Tax Rate to Fund the City's Paramedic Program

The City Council approved Resolution No. 2023-053, fixing the rate of tax upon the taxable property within the City of Brea for the Fiscal Year 2023-24 necessary to maintain a mobile intensive care program known as paramedics within the area of the City of Brea and certifying said rate of taxation to the Orange County Auditor-Controller.

19. Annual Vehicle and Equipment Purchase Plan for Fiscal Year 2023-24

The City Council authorized the Purchasing Agent to issue purchase orders in an amount not-to-exceed $1,378,000 for various City vehicle and equipment described in the Annual Vehicles Replacement Plan for Fiscal Year (FY) 2023-24.

20. Award Contract to International Line Builders, Inc. dba ILB Electric, for the Traffic Signal Modification Project, CIP No. 7717
The City Council approved the plans and specifications; received bids; awarded the contract to the lowest responsive and responsible bidder, International Line Builders, Inc. dba ILB Electric, in the amount of $335,940.00 Base Bid and Additive Bid; and authorized the City Engineer to issue Change Orders up to a "not-to-exceed" amount of 10% of the Contract Price.

21. Award Contract to Sol Construction, Inc. in the amount of $779,353.00 for the Berry Street Reservoir Ring Road Rehabilitation, CIP No. 7965
The City Council approved the plans and specifications; received bid; awarded the contract to the lowest responsive and responsible bidder, Sol Construction, Inc. in the amount of $779,353.00; and authorized the City Engineer to issue Change Orders up to a "not to exceed" amount of 10% of the Contract Price.

22. Award Contract to R.J. Noble Company for the Brea Boulevard Street Improvements W. Juniper St. to Imperial Highway (SR90), CIP Project No. 7299
The City Council approved the plans and specifications; received bids; awarded contract to the lowest responsive and responsible bidder, R.J. Noble Company in the amount of $758,639.45; and authorized the City Engineer to issue change orders up to a "not-to-exceed" amount of 10% of the Contract Price.

23. Purchase Replacement Network Hardware, Network (Host) Servers and Storage Area Network (SAN) for the City's virtual network
The City Council authorized the City's Purchasing Agent or Designee to procure the replacement of Network Servers and Storage Area Network (SAN) in the amount of $135,812.36.

24. Authorize the Purchase of Playground Equipment and Shade Structures for the Arovista Park Modernization Project, CIP 7978
The City Council approved the purchase of playground equipment from Landscape Structures for a total of $189,582.00; approved the purchase of shade structures from Landscape Structures for a total of $446,937.00; and authorized the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the total purchase price and authorize a vendor or manufacturer change for an approved equal.

25. June 16, 23, and 30 City Disbursement Registers - Receive and file.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City Council Consent Items 15 - 25.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

26. June 30, 2023 Successor Agency Disbursement Register - Receive and file.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City/Successor Agency Consent Item No. 26.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

27. City Manager
None.

28. City Attorney
None.

29. Council Requests
None.

COUNCIL ANNOUNCEMENTS
None.

ADJOURNMENT
Mayor Simonoff adjourned the General Session at 8:40 p.m.

Respectfully submitted,

The foregoing minutes are hereby approved this 15 day of August, 2023.

Lillian Harris-Neal, City Clerk

Marty Simonoff, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Adoption of Ordinance No. 1241 – ZONING ORDINANCE TEXT AMENDMENT No. 2023-01 (OMNIBUS ZONING CODE UPDATE)

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Waive full reading and adopt Ordinance No. 1241 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. 2023-01 (Omnibus Zoning Code Update) and Approving a CEQA Exemption Determination" (Attachment A).

BACKGROUND/DISCUSSION

The Zoning Code requires periodic updates to ensure consistency between City policies and State law, to improve clarity, and to better serve the public. As such, staff has identified a number of provisions in the Zoning Code that need to be amended due to recent shifts in policy and trend, new laws and regulations, or changes to other sections of the Code. The proposed Zoning Ordinance Text Amendment (ZOTA) No. 2023-01 is an "omnibus" ordinance, which includes updates to 26 chapters of the Zoning Code. The main goals for this omnibus amendment are to provide internal consistency within the Code, modernize the Code to be reflective of good planning practices and recent City Council policy actions, and achieve consistency with recent State laws.

On July 18, 2023, the City Council introduced Ordinance No. 1241 for the proposed ZOTA. The comprehensive staff report package from the July 18, 2023 City Council meeting can be accessed from the following link:
http://weblink.cityofbrea.net/WebLink/0/doc/153369/Page1.aspx

COMMISSION/COMMITTEE RECOMMENDATION

On July 18, 2023, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of ZOTA No. 2023-01.

FISCAL IMPACT/SUMMARY

The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Joanne Hwang, AICP, City Planner
Concurrence: Jason Killebrew, Community Development Director

Attachments

A. Ordinance 1241

ORDINANCE NO. 1241

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE BY ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. ZOTA 2023-01 (OMNIBUS ZONING CODE UPDATE) AND APPROVING A CEQA EXEMPTION DETERMINATION

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. RECITALS:

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

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

(iii) On June 13, 2023, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment (ZOTA) No. 2023-01 and adopted its Resolution No. 2023-05 recommending approval by the City Council.

(iv) On July 18, 2023, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2023-01, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions to: provide consistency between land uses, definitions, and parking requirements; establish tree preservation standards; allow off-site advertising signs under limited circumstances;

establish maximum height limitations for detached accessory structures; update the Zoning Code to be consistent with recent State laws; and clarify certain Zoning Code provisions and address existing grammatical errors, incorrect references, and internal inconsistency.

(v) Adoption of this Ordinance is consistent with the General Plan as it implements the General Plan by updating the Zoning Code to provide consistency between land uses, definitions and parking requirements, adding clarification on certain provisions, and addressing existing errors and inconsistencies. In addition, the proposed amendments address an existing inconsistency with State law related to Large Family Daycares, bringing the City further into compliance. Lastly, the proposed amendments are consistent with the General Plan Goals CD-21, CD-22, and CD-23 as it provides additional development standards that are more consistent with residential neighborhoods, protects native trees, and provides additional opportunities for the City to expand its revenue base in a method that is consistent with current market trend.

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

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

B. <u>ORDINANCE:</u>

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

<u>SECTION 2.</u> Subsection B (Specific Definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20

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

B. Specific definitions.

1. “A” Words, Terms and Land Uses

ABATEMENT. An action taken to reduce, relieve, or suppress another continuing action.

ABUT or ABUTTING LAND. A parcel having a common boundary with another parcel, including parcels that have a common corner.

ABUTTING. Two (2) or more lots or parcels of land sharing a common boundary line, or two (2) or more objects in contact with each other.

ACCESS or ACCESS WAY. The place, means, or way by which pedestrians and vehicles shall have safe, adequate and usable ingress and egress to a property, parking space or use as required by this Zoning Code.

ACCESSORY BUILDING. A detached subordinate building, the use of which is customarily incidental to that of the main building or to the main use of the land and which is located on the same lot with the main building or use.

ACCESSORY DWELLING UNIT. An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

ACCESSORY DWELLING UNIT, JUNIOR. A unit that is no more than five hundred (500) square feet in size and contained entirely within a single-family residence. An ACCESSORY DWELLING UNIT, JUNIOR may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

ACCESSORY LIVING QUARTERS. Living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

ACCESSORY RETAIL USES. The retail sales of various products (including food) in a store or similar facility that is located within a health care, hotel, office, or industrial complex for the purpose of serving employees or customers, and is not visible from a public street. These uses include gift shops, pharmacies, and food service establishments within hospitals; convenience stores, and food service establishments within hotel, office, and industrial complexes.

ACCESSORY STRUCTURE. A structure that is clearly incidental to and detached from a principal building on the same lot and subordinate to the principal building.

ACCESSORY USE. A use incidental, related, appropriate, and clearly subordinate to the main use of the lot or building, which accessory use does not alter the principal use of the subject lot or affect other properties in the zone.

ACCESSORY USES AND STRUCTURES (RESIDENTIAL LAND USE). Includes any use that is customarily part of, and clearly incidental and secondary to a residence and does not change the character of the residential use. These uses include accessory structures (detached patio covers, garages, gazebos, greenhouses, hot tubs, spas, and swimming pools, studios, workshops, and similar structures). Includes home satellite dish antennas of eighteen (18) inches or less in diameter, and other receiving antennas for earth-based TV and radio broadcasts (larger satellite dish antennas, and broadcast and receiving antennas for ham radio and commercial applications, are included under the definition of WIRELESS TELECOMMUNICATIONS FACILITIES).

ACREAGE, GROSS. The total land area within the lot lines of a parcel of land before the deduction of areas for public rights-of-way, public parks, public school sites, and any easement(s) constituting a substantial impairment of the fee.

ACREAGE, NET. The area within the lot lines of a parcel of land after all deductions are made. Deductions include public rights-of-way, public parks, public school sites, and any easement constituting a substantial impairment of the fee.

ADDITION. Any construction that is attached to an existing structure and that increases the size or capacity of a structure in terms of site coverage, height, length, width, or gross floor area.

ADJACENT. Two (2) or more lots or parcels of land separated only by an alley, street, highway or recorded easement, or two (2) or more subjects that lie near or close to each other.

ADJOINING. Refers to a parcel that shares all or part of a common lot line with another parcel or that is directly across a street, private street or access easement, or right-of-way (other than a freeway or principal arterial) from a parcel.

ADMISSION CHARGE. A tangible benefit, monetary or otherwise, which is expressly or impliedly required as a condition of admittance to a party. Customary courtesies and clearly non- commercial activity such as gifts by guests and voluntary sharing of expenses for meals shall not be considered to be an ADMISSION CHARGE. ADMISSION CHARGE shall not include donations for political, community service, charitable or religious purposes.

ADULT ENTERTAINMENT BUSINESS. A place of business as defined in Section 20.44.020 of this title.

ADVISORY AGENCY. The City Planning Commission which is herein designated as the advisory agency to the City Council on all matters related to zoning and use of land and structures.

AFFORDABLE PERIOD. The length of time a dwelling unit is required to remain within the affordable price range as specified by § 20.40 of this title.

AGRICULTURE, INDUSTRIAL. Commercial and industrial agriculture uses that that could potentially generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, such as slaughter houses, feed yards, hog farms, fertilizer works, bone yards, plants for the rendering of animal matter or similar uses. Such uses must be conducted entirely within a building.

AGRICULTURE, LIMITED. Private, non-commercial greenhouses, horticultural collections, flower gardens, growing of vegetable crops and fruit trees, and other similar activities.

AGRICULTURE, MAJOR. Commercial livestock farms, dairy farms, aviaries, or similar uses as determined by the Community Development Director. This use does not include slaughter houses, feed yards, hog farms, fertilizer works, bone yards, plants for the rendering of animal matter or similar uses.

AGRICULTURE, MINOR. Cultivation of commercial agricultural products, including, but not limited to, growing of field crops, trees, vegetables, fruits, berries, and nursery stock, and other similar items as determined by the Community Development Director. May include structures that supports such cultivation, such as greenhouses, along with seasonal fruit and vegetable roadside stands if located on the same site upon which said fruit and vegetables are grown.

ALCOHOLIC BEVERAGE SALES, OFF-SALE. Commercial establishments that sells alcoholic beverages of all types for off-site consumption. This use can be an accessory use to a different principal use permitted within a zone.

ALCOHOLIC BEVERAGE SALES, ON-SALE. Commercial establishments that sell alcoholic beverages of all types for consumption within the building in which they are sold or in an accessory outdoor dining area. Typical uses include bars and restaurants that serve alcoholic beverages. This use can be an accessory use to a different principal use permitted within a zone.

ALCOHOLIC BEVERAGE MANUFACTURING. Commercial establishments that produce or manufacture alcoholic beverages of all types. Businesses under this use class may sell alcohol produced or manufactured on the alcoholic beverage manufacturer's licensed premises for On-Sale or Off-Sale consumption. Typical uses include breweries, distilleries and wineries. Tasting rooms or tap rooms may be included in conjunction with the manufacturing.

ALLEY. A narrow service way, either public or private, that provides a permanently reserved but secondary means of public access. Alleys are not intended for general traffic circulation, but for services and delivery access. Alleys typically are located along rear property lines.

ALTERNATIVE TRANSPORTATION MODES. Any mode of travel that serves as an alternative to the single occupant vehicle. This can include all forms of ridesharing such as carpooling or vanpooling, as well as public transit, bicycling, or walking.

AMBULANCE SERVICES. Facilities that offer a service of providing vehicles for transporting the sick or injured. Overnight storage of such vehicles is included, but vehicle maintenance is not. Does not include Helipads.

AMENDMENT. A change in the wording, context, or substance of this Zoning Code, the General Plan, or specific plans or a change in the zoning district boundaries of the official zoning map. See Chapter 20.74 (Amendments).

ANIMALS, BOARDING/KENNEL (COMMERCIAL). Any lot, building, structure, enclosure, premises, or a portion thereof, that provides overnight shelter, care, boarding and training for household pets and other small animals on a commercial basis.

ANIMALS, BOARDING/KENNEL (NONCOMMERCIAL). Any lot, building, structure, enclosure, premises, or a portion thereof located within a residential zoning district, that provides general care, breeding, or overnight accommodation of more household pets than are allowed as an accessory use to a residential use, but does not include the care, breeding, day care or accommodation of large animals, such as horses, sheep or hogs.

ANIMALS, GROOMING AND DAYCARES. Commercial establishments for the grooming of household pets. This use classification includes temporary boarding of such animals without overnight accommodations, such as days cares. Overnight stays based on emergency circumstances are allowed, not to exceed 48 hours.

ANIMALS, RANCHES. Any lot or portions of a lot used for grazing by animals of equine, bovine, ovine, or caprine family.

ANIMALS, STABLES. Any lot or portions of a lot with facilities used for commercial riding and/or boarding of horses, mules or ponies.

ANIMALS, VETERINARY CLINIC/HOSPITAL. This use class consists of facilities that provides medical and/or surgical treatment of household pets, but does not include animal breeding, boarding, or keeping animals overnight except for purposes of medical treatment.

ANTENNA. Any system of poles, reflecting discs, rods, wires, or similar devices that is external to or attached to the exterior of any structure and that is used for the transmission, reception, or both of electromagnetic waves.

ANTENNA, AMATEUR RADIO. Any antenna used to receive and/or transmit radio signals on the amateur radio bandwidth, as designated by the Federal Communications Commission.

APARTMENT. Two (2) or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit in a structure containing three (3) or more dwelling units for rent.

APPEAL. A process for the review of decisions rendered by the Director or the Planning Agency.

APPLICABLE DEVELOPMENT PROJECT. Any new development project that is determined to meet or exceed the employment threshold using the criteria contained in § 20.08.050.B. of this title.

ATTACHED BUILDING. A building having at least five (5) lineal feet of wall serving as a common wall with the building to which it is attached, or connected thereto by a continuous roof at least eight (8) feet wide.

ATTACHED UNIT. A single dwelling unit attached to one (1) or more units by common vertical walls.

AUDITORIUMS AND MEETING PLACES. Indoor facilities for public or private assembly, including auditoriums, exhibition and convention halls, meeting halls and similar assembly uses.

AUTOMATED TELLER MACHINES (ATM'S). A pedestrian-oriented or vehicle-oriented machine used by bank and financial service patrons for conducting transactions including deposits, withdrawals, and fund transfers, without contact with financial institution personnel.

AUTOMOTIVE, PARKING LOTS/STRUCTURES. Parking lots or parking structures, either publicly or privately owned, used for parking of operative vehicles for customer or public. If such lot or structure is a principal use of the site, it is considered to include any customer or public use off-street parking required by this Title.

AUTOMOTIVE, PARTS/SUPPLY SALES. Retail stores that sell new motor vehicle parts, tires, and accessories. Does not include any vehicle maintenance or parts installation services or activities.

AUTOMOTIVE, RECHARGING FACILITIES. A commercial facility offering equipment to recharge electric vehicles (EV).

AUTOMOTIVE, RENTAL. A commercial facility that provides rental of automobiles, including storage and incidental maintenance of rental vehicles, but excluding maintenance requiring pneumatic lifts.

AUTOMOTIVE, REPAIR, (MAJOR). Commercial facilities that are engaged primarily in substantial repair of automobiles and other vehicles such as boats, recreational vehicles and water-sport vehicles, such as major body or paint work, major transmission and engine repair/rebuilding, vehicle restorations, upholstering, frame work, welding, and other similar services.

AUTOMOTIVE, REPAIR, (MINOR). Commercial facilities that conduct routine and incidental repair services of automobiles and other vehicles such as boats, recreational vehicles and water-sport vehicles that are less extensive. Typical services include smog check, quick-service oil, tune-up, brake and wheel service, accessory and tire installation and service, engine adjustments, electrical work, front-end alignment, stereo installation, window tinting, and other similar services, where all repair services are conducted in enclosed bays, no vehicles are stored overnight, and there are no outdoor storage of any materials, parts, and/or equipment.

AUTOMOTIVE, SALES AND LEASING. Facilities that consists of the established place of business operated by a "dealer" for the sale and long-term lease of new or used automobiles, boats, recreational vehicles, motorcycles or

motorized scooters for profit, including automobile auction facilities and the accessory onsite outdoor storage of vehicles for sale, lease or rent. Typical land uses are car lots where vehicles displayed for sale typically include advertising. The term "dealer" is defined in the California Vehicle Code.

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

AUTOMOTIVE, SERVICE STATIONS. Commercial establishments that sells fuel for motor vehicles, commonly referred to as gasoline stations. Also includes establishments selling alternative fuels (e.g. LPG, Hydrogen, etc.), except electronic vehicle charging. May include ancillary convenience retail and other automobile services.

AUTOMOTIVE, TOWING SERVICE. Commercial establishments providing vehicle towing services. Overnight storage of operational towing vehicles is included, but overnight storage of towed vehicles is not included.

AUTOMOTIVE, WASHING AND DETAILING. Commercial establishments providing hand-operated, self-service, or mechanical automobile washing services, and may include detailing.

AVERAGE SLOPE. Average percent slope “S” is computed by the formula: S = (0.00229 I L)/A where S = average percent slope, I = contour interval, in feet*, L = summation of length of contours, in feet, and A = area in acres of parcel being considered. *Calculations of average percent slope should be based upon accurate topographic surveys using a contour interval no greater than ten (10) feet and a horizontal map scale of one (1) inch to two hundred (200) feet or larger.

2. “B” Words, Terms and Land Uses

BALANCE. The cutting and filling of a site which does not require the export or import of earth material.

BARS AND NIGHTCLUBS. Commercial establishments that primarily serve alcoholic beverages to be consumed on-premises, with or without food service, from which minors are excluded by law, and which requires a "public premises" type license issued by the California Department of Alcoholic Beverage Control. It also consists of establishments that serve alcohol and may provide opportunities for music, dancing and other forms of entertainment, including cabarets. Typical land uses include night clubs, bars with entertainment, and bars. Does not include Adult Entertainment Business.

BASEMENT. A portion of a structure that is partly or wholly below grade. A basement shall be counted as a story for the purpose of height measurement where more than one-half of its height is above grade.

BEDROOM. Any separate room normally used for sleeping purposes, whether designated as a bedroom or as a den, study, library, bonus room, media room, or other similar term, specifically excluding dining room, living room, kitchen, hall, and bathroom.

BEGINNING OF CONSTRUCTION. The incorporation of labor and material within the foundation of the building or buildings.

BERM or BERMING. A mound of earth or series of connected mounds that are artificially graded and created to form a small topographic feature for purposes of aesthetic enhancement, sound attenuation, landscape interest, or any combination thereof.

BEST MANAGEMENT PLAN (BMP). Any program, technology, process, siting, criteria, operational methods, measures, or engineered systems, which when implemented prevent, control, remove or reduce pollution to the maximum extent practicable.

BIOSWALES. Open channels possessing a dense cover of grasses and other herbaceous plants through which runoff is directed during storm events. Above ground plant parts (stems, leaves, and stolons) retard flow and thereby encourage particulates and their associated pollutants to settle. The pollutants are then incorporated into the soil where they may be immobilized and/or decomposed.

BLOCK (FRONTAGE). The properties abutting on one (1) side of a street and lying between the nearest two (2) intersecting or intercepting streets, or nearest intersecting or intercepting street and railroad right-of-way, unsubdivided land or watercourse.

BOARDING HOUSES. A building, or portion thereof, where lodging is provided for persons, with or without meals for monetary or non-monetary compensation, on a commercial basis, for typical stays of more than seven (7) consecutive nights with no cooking facilities in the guest rooms. This use class does not include short-term residential rental use of a property, as specified in Chapter 20.71.

BORROW. Earth material acquired from an off- site location for the use in grading on a site.

BORROW PIT. Any place or premises where dirt, soil, sand, gravel or other material is removed by excavation or otherwise below the grade of surrounding land for any purpose other than that necessary and incidental to grading or to building construction or operation on the premises.

BUFFER. Open spaces, landscaped areas, fences, walls, berms, or a combination of these or similar elements, used to physically and visually separate a more intense use from a less intense use in order to mitigate the negative impacts of the more intense use (e.g., dust, glare, light, noise, odor, etc.). An appropriate buffer may vary depending on uses, districts, size, etc.

BUILDING or PARCEL COVERAGE. See SITE COVERAGE.

BUILDING FRONTAGE. That side of a structure containing the main entrance for pedestrian entrance and exit. If more than one (1) main entrance exists, the

entrance that more nearly faces, or is oriented to, the street of highest classification as portrayed in the Circulation Element of the General Plan, shall be considered the building frontage. If all streets are of the same classification, the side of the structure with the smallest horizontal lineal dimension containing a main entrance shall be considered the building frontage.

BUILDING HEIGHT. The vertical distance from the grade to the highest point of the coping of a flat roof or the deck line of a mansard roof or to the highest point of the highest gable of a pitch or hip roof, but exclusive of air conditioners, chimneys, vents, or other incidental appurtenances.

BUILDING LINE. A line on private property, established by ordinance which regulates the location of buildings and/or structures as they relate to the rights-of-way of alleys, streets, highways, railways and drainage channels.

BUILDING, MAIN. A building within which is conducted the principal use permitted on the lot, as provided by this title.

BUILDING SITE. The ground area of a building or buildings, together with all open spaces, as required by this title.

BUS SHELTERS. Any structure located in the public right-of-way that covers or contains bus benches and is designed primarily for the protection and convenience of bus passengers.

3. “C” Words, Terms and Land Uses

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Cal. Pub. Res. Code §§ 21000 et seq. requires that state, regional, county, and local agencies to conduct environmental review for any discretionary activity proposed to be carried out or approved by those agencies.

CARETAKER HOUSING UNIT. A dwelling unit per lot, occupied and used of caretaker/employees for the sole purpose of providing security, maintenance or similar services for an allowable use located on that lot.

CARPORT. An accessory use consisting of an open-sided, roofed structure, whether attached to or detached from a structure, established for the parking of motor vehicles.

CATERING SERVICES. An establishment that prepares and delivers food and beverages for off-site consumption. A catering service may contain kitchen facilities and may also provide dining supplies (e.g., beverage dispensers, place settings, and tablecloths).

CEMETERY. A place where the remains of dead people are buried or otherwise interred.

CITY. The City of Brea, referred to in this Zoning Code as the "City."

CITY COUNCIL. The Brea City Council, referred to in this Zoning Code as the "Council."

CLUBS OR LODGES. Headquarters-type meeting facilities and similar places used by an association of people organized for some common, typically non-profit, purpose to pursue common activities, goals, or interests and usually. characterized by certain membership qualifications, payment of dues, regular meetings, a constitution, and by-laws.

COMMERCIAL VEHICLE. Any vehicle classified by the State of California as a commercial vehicle in compliance with Cal. Vehicle Code § 260 and vehicles that have a gross vehicle weight of more than twelve thousand (12,000) pounds.

COMMON PROPERTY. A parcel or parcels of land, together with the improvements thereon, the use and enjoyment of which are shared by the owners and occupants of the individual building sites in a Planned Unit Development.

COMMUNICATION ANTENNA. Any type of apparatus or device that is designed for the purpose of receiving or transmitting radio waves, microwaves, and television signals.

COMMUNITY CARE FACILITY, LARGE. A building or portion thereof, designed or used for a residential care facility, both licensed and/or certified by the State and unlicensed, that provides non-medical care, services, counseling or supervision to seven (7) or more children or adults, including, but not limited to, persons who are physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Such facilities include community care facilities as defined in California Health and Safety Code Section 1502, and other similar State licensed care facilities.

COMMUNITY CARE FACILITY, SMALL. A building or portion thereof, designed or used for a residential facility, both licensed and/or certified by the State or unlicensed, that provides non-medical care, services, counseling or supervision to six (6) or fewer children or adults, including, but not limited to, persons who are physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. Such facilities include community care facilities as defined in California Health and Safety Code Section 1502, and other similar State licensed care facilities.

COMMUNITY FACILITY, PUBLIC. Public or quasi-public facilities, including, but not limited to, community meeting and cultural facilities, community centers, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, planetarium, libraries and museums.

COMPLETELY ENCLOSED STRUCTURE. A building enclosed by a permanent roof and by solid exterior walls pierced only by windows and customary entrances and exit doors.

COMPUTER INTERNET FACILITIY. Commercial establishments that, for compensation, provide for public use of computers or electronic communication devices to which computers are connected, for the purpose of providing its patrons with access to the Internet, e-mail, video games played over the Internet, or other computer game software. Also commonly referred to as PC cafes or zones,

internet cafes or zones, cyber cafes or cyber centers or other similar descriptors or uses.

CONDITIONAL USE. A use or occupancy of a structure, or a use of land, allowed within a zoning district subject to conditions and standards for the location or operation of the use as specified in this Zoning Code and authorized by the Council.

CONDITIONAL USE PERMIT. A permit issued by the applicable review authority allowing a use to be carried out in a particular zoning district that is not a use permitted by right. See § 20.408.030 (Conditional Use Permits).

CONDOMINIUMS. As defined by Cal. Civ. Code § 951(f), a development where undivided interest in common in a portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

CONDOMINIUM CONVERSION. The development of land and existing structures as a condominium, regardless of the present or prior use of the land or structures, and regardless of whether substantial improvements have been made to the structures.

CONTAINER. A bin, used either for nonresidential or private residential purposes, provided by an approved solid waste collector for the accumulation and collection of solid waste, recyclable materials, and green waste from any premises in the city.

CONTOUR. A line drawn on a plan which connects all points of equal elevation.

CONTOUR GRADING. Similar to conventional grading except the slopes are curvilinear (in plan) rather than linear, the gradients are unvarying, and the profiles are planer. Transition zones and slope intersections generally have some rounding applied resulting in pad configurations that are mildly curvilinear. (Please see Illustration 1 in the Appendix following this chapter.) (Ord. 948, passed 2-1-94)

CONVALESCENT/REST HOMES. This use class consists of facilities providing nursing, dietary and/or other personal services on a twenty-four (24) hour basis for convalescents, invalids and/or aged persons who are unable to care for themselves, requiring regular medical attention (commonly referred to as a "nursing home" or "hospice"). This use does not include providing surgery or primary treatments that are customarily provided in hospitals.

CONVENIENCE STORES/MINI-MARKETS. A high-volume retail facility that sells a variety of products for consumption off-premises, including but not limited to food and beverages, household goods, magazines, snacks, and other similar items. May include the incidental sale of food items on site. These stores may be part of a service station or an independent facility.

CONVENTIONAL GRADING. Grading characterized by essentially linear (in plan), planar slopes surfaces with unvarying gradients and angular-slope intersections resulting in pad configurations that are rectangular and uncommonly

found in natural slopes. (Please see Illustration 2 in the Appendix following this chapter.)

CORNER CUT-OFF. The provision for maintenance of adequate and safe visibility for vehicular and pedestrian traffic at all intersections of streets, alleys, or private driveways.

COVERAGE. See BUILDING or PARCEL COVERAGE.

COURT. An open unoccupied space, other than a yard on the same lot with a building or buildings and bounded on three (3) or more sides by such building and/or buildings.

CRIB WALL. Soil retention wall system composed of concrete material in a cross-hatch pattern with rectangular openings for plants to grow.

CUSTOM LOT. A lot that contains at least ten thousand (10,000) square feet of pad and on which a custom-designed structure will be built.

CUT. A portion of land surface or areas from which the earth has been removed or will be removed by excavation; the depth below the original ground surface or excavating surface.

CUT AND FILL. The excavating of earth material in one (1) place and depositing of it as fill in an adjacent place.

4. “D” Words, Terms, and Land Uses

DANCING AND LIVE ENTERTAINMENT. A commercial facility where patrons come to dance to live or recorded music or simply enjoy entertainment performed by live entertainers.

DAY CARE CENTERS. Commercial facilities that provide care and supervision of children less than eighteen (18) years of age for periods of less than twenty-four (24) hours and as defined in Section 1596.76 of the California Health and Safety Code and as they may be amended. Such facilities are licensed by the California State Department of Social Services. This use does not include small and large family daycare homes as defined by Section 1596.78 of the California Health and Safety Code. This use also includes an establishment or home that provides care, protection and supervision of adults, aged eighteen (18) or older, for periods of less than twenty-four (24) hours per day, while the guardians of such adults are away.

DAYLIGHT LINE. The line between finished grade and natural terrain drawn by connecting points where proposed contours meet existing contours.

DEDICATION. The turning over by an owner or developer of private land for public use, and the acceptance of land for the stated use by the governmental agency having jurisdiction over the public function for which it will be used. Dedications for roads, parks, school sites, or other public uses often are made conditions for approval of a development by the city.

DEFENSIBLE SPACE. The area between a structure and a potential oncoming wildfire where the vegetation has been modified to reduce the wildfire threat and

which provides an opportunity to effectively defend the structure. This is also known as SURVIVABLE SPACE.

DENSITY. The total number of permanent residential dwelling units for each acre of land, exclusive of all existing public streets and rights-of-way.

DENSITY BONUSES. As defined by Cal. Gov't Code §§ 65915 et seq., an increased residential density over the maximum authorized density which is granted to an owner/developer of a housing project agreeing to construct a prescribed percentage of affordable housing units.

DEPARTMENT. The City of Brea Department of Community Development, referred to in this Zoning Code as the "Department."

DESIGNATED HISTORIC RESOURCES. Resources within the city limits that have special historic, cultural, aesthetic, or architectural character, interest, or value as part of the development, heritage, or history of the city, region, state, or nation and that have been nominated and designated pursuant to Chapter 20.60 of this title, or listed in the California State Historic Landmarks, or in the National Register of Historic Places.

DETACHED UNIT. A dwelling that is not connected or any way attached to any other dwelling unit.

DETENTION BASINS. A basin for the temporary storage of stormwater in a best management practice, which is used to control the peak discharge rates, and which provides gravity settling of pollutants.

DEVELOPER. A person, firm, corporation, partnership, or association who proposed to develop or subdivide real property for oneself or others.

(Ord. 905, passed 5-21-91; Am. Ord. 1089, passed 3-7-06)

DEVELOPMENT AGREEMENTS. An agreement duly entered into in compliance with state law (Cal. Gov't Code §§ 65864 et seq.). See Chapter 20.66 (Development Agreements).

DEVELOPMENT PROJECT. A project in which one or more lots or parcels of land are to be developed or redeveloped as a coordinated site for a complex of uses, units, or structures including, planned development and/or cluster development for residential, commercial, institutional, recreational, open space, and/or mixed uses.

DIRECTOR. The Community Development Director. Where this staff title is no longer used by the city, the staff position most closely associated with this position, as determined by the City Manager, shall be the designated authority.

DOMESTICATED ANIMAL. Any animal customarily kept by humans as household pets (e.g., dogs, cats, birds, rabbits, hamsters, mice, turtles, etc.). Does not include farm animal or wild animal.

DRIP LINE. Area around the tree trunk that generally includes the spread of the tree branches. It also may refer to that area around a structure that is beneath the roof overhang.

DRIVE-THROUGH FACILITY. A facility that are designed or operated to serve a patron who is seated in an automobile or similar vehicle. This use class is intended to be applied in conjunction with another use class that defines the service or goods being provided.

DRIVEWAY. A private roadway or access way providing direct vehicular access to an approved garage, parking lot, or parking space. A driveway shall not count as open space.

DROUGHT-TOLERANT PLANT MATERIALS. Those plants that tolerate heavy clay to sandy soil with the use of limited supplemental water. These plants are able to thrive with deep, infrequent watering once their root systems are established (three (3) to twelve (12) month average time period). These plants include those that naturally grow in areas of limited natural water supply (native and non-native plant species) and are adaptable to weather and soil conditions prevalent in the city.

DWELLING. A building or portion thereof designed and used exclusively for residential occupancy including one (1) family, two (2) family, and multiple dwellings, but not including hotels, boarding and rooming houses.

DWELLING, MULTI-FAMILY. A structure, or portion of a structure, providing occupancy for two (2) or more dwelling units within the same structure, located on a single lot, each with its own kitchen and bathroom facilities, including, but not limited to, apartments and condominiums. May include other accessory facilities within the development, such as a leasing office, recreation amenities, etc.

DWELLING, SINGLE-FAMILY, ATTACHED. A group of attached single-family dwelling units in a row of at least two (2) units, in which each unit has its own front and rear access to the outside, no unit is located on top of another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. Also commonly referred to as townhouses, row houses. The shared wall or walls extend from the foundation to the roof with adjoining dwelling units to form a property. Each dwelling unit typically has individual utility systems (e.g. plumbing, heating/cooling, etc.).

DWELLING, SINGLE-FAMILY DETACHED. A stand-alone structure containing no more than one (1) dwelling unit, with open space on all four sides . A single-family dwelling unit contains only one (1) kitchen.

DWELLING UNIT. A mobile home or structure or portion thereof, including a manufactured home or portion thereof, which contains eating and sleeping areas, sanitation as required by the Municipal Code, and one (1) kitchen area, and which is designed or used for the shelter or housing of one (1) or more persons.

5. “E” Words, Terms and Land Uses

EARTHWORK. Excavation and embankment of earth.

EDGE. The perimeter areas of a development plan.

EDUCATIONAL INSTITUTIONS, GENERAL. Public and private educational facilities for primary, secondary, or adult education, including kindergarten,

elementary, junior high/middle, high schools, and colleges/universities, operated by a private entity, but excluding those classified as Educational Institutions, Trade.

EFFECTIVE BULK. The effective visual bulk of a structure when seen from a distance or from above or below.

EDUCATIONAL INSTITUTION, TRADE. Business, secretarial, and vocational schools operated by a private entity, offering specialized courses to adult students in trade, business, technical, and other similar subjects. Includes specialized non-degree granting schools.

EDUCATIONAL INSTITUTION, TUTORING. This use class consists of primary or secondary education tutoring facilities with maximum teacher to student ratio of 10:1 at any given time to receive supplemental instruction of academic courses. No classrooms or large group sessions are included as part of these facilities.

ELECTRONIC, RADIO, STEREO, TELEVISION, AND/OR VIDEO EQUIPMENT SALES. See RETAIL STORE, GENERAL MERCHANDISE.

ELEVATION. Vertical distance in feet above sea level.

EMERGENCY SHELTER. A facility that provides immediate and short-term housing and may offer supplemental services to homeless persons or families on a first-come first-serve basis where people must vacate the facility each morning and have no guaranteed bed for the next night. Supplemental services may include counseling, food, and access to social programs.

EMPLOYEE. Any person employed by a firm, person(s), business, educational institution, nonprofit agency or corporation, government agency, or other entity.

EMPLOYEE HOUSING. A housing accommodation that meets the definition of a "employee housing" in the California Health and Safety Code Section 17008 and as they may be amended, that provides housing accommodation to six (6) or fewer persons.

EMPLOYER. Any person(s), firm, business, educational institution, government agency, nonprofit agency or corporation, or other entity, and may either be a property owner or tenant of an applicable development project.

EMPLOYMENT GENERATION FACTORS. Refers to factors developed for use by the jurisdiction for projecting the potential employment of any proposed new development project.

ENTERTAINMENT VENUE. Indoor facilities that provide group entertainment as a primary business, other than sporting events, including movie and live-performance theaters, comedy clubs, concert halls, studios with live audiences not classified as adult entertainment business and other similar uses.

EROSION. The process by which the soil and rock components of the earth's crust are worn away and removed from one place to another by natural forces such as weathering, solution, and transportation.

EXCAVATION. The removal of earth material, including soil and rocks.

EXPORT. Excess earth material that is removed from a grading project and deposited off-site.

6. “F” Words, Terms and Land Uses

FACE OF CURB. The location at which the pavement section of a street ends and curb begins.

FACILITY(IES). The total of all buildings, structures, and grounds that encompass a worksite, at either single or multiple locations, that comprises or is associated with an applicable development project.

FAMILY. One (1) or more persons living together as a single housekeeping unit in a dwelling unit, or any residential care facility or group home, shall be permitted as allowed under state and federal law. See SINGLE HOUSEKEEPING UNIT.

FRATERNITY/SORORITY HOUSE. A building containing sleeping rooms, bathrooms, common rooms, and a central kitchen and dining room maintained exclusively for members and their guests or visitors and affiliated with a college or university.

FENCES. A solid or open barrier other than a wall above ground intended to enclose or mark a boundary, usually made of posts and wire or wood.

FILL. The depositing of soil, rock or other materials by other than natural means.

FINANCIAL INSTITUTIONS. Commercial establishments that provide retail financial services to individuals and businesses, including, but not limited to, banks, savings and loan, credit unions, and other similar uses.

FINISH GRADE. The final elevation of the ground surface after development, which is in conformance with the approved plans.

FLOOR AREA, GROSS. See GROSS FLOOR AREA.

FLOOR AREA RATIO (FAR). The total gross area of all structures on a parcel divided by the parcel area (FAR). For the purpose of calculating floor area, floor area shall:

1. Not include carports, elevator shafts, exterior courts, and garages; and
2. Be calculated based on the exterior faces of walls.

FUEL MODIFICATION ZONE (FMZ). A fuel modification zone is a wide strip of land where combustible vegetation has been removed and/or modified and partially or totally replaced with drought-tolerant, fire-resistive plants to provide an acceptable level of risk from wildland fires.

7. “G” Words, Terms and Land Uses

GARAGE. Any detached accessory building, or an accessory portion of a principal building enclosed on three (3) sides by permanent walls, having a roof and a vehicle entrance door, and designed to be used primarily for the shelter and storage of motor vehicles owned or operated by the occupants of the principal buildings.

GARAGE, PRIVATE. Any detached accessory building, or an accessory portion of a principal building enclosed on three (3) sides by permanent walls, having a roof and a vehicle entrance door, and designed to be used primarily for the shelter and storage of motor vehicles owned or operated by the occupants of the principal buildings.

GARAGES, PUBLIC. A structure other than a private garage where vehicles are parked or stored for hire or remuneration.

GARDEN CENTERS AND NURSERY. Commercial agricultural establishments engaged in the production of ornamental plants and other nursery products, grown under cover or outdoors. Includes stores selling these products, nursery stock, lawn and garden supplies, and commercial scale greenhouses other similar items. A use that is conducted entirely within an enclosed building is considered as RETAIL SALES, GENERAL.

GENERAL PLAN. The General Plan of the City of Brea adopted in compliance with Cal. Gov't Code §§ 65301 et seq. and adopted by the Council.

GEOGRIDS. Net-shaped, synthetic, polymer-coated fibers that are used to reinforce earth-fill slope, wall, and base layer construction. Incorporated in the base layers of paved or finished surfaces, or in surface layers of walls and slopes, they provide a stabilizing force within the soil structure itself.

GOLF COURSE. A site that consists of golf courses and related uses, such as driving ranges, refreshment services, locker rooms, limited sales of golf supplies and accessories, social areas, and eating and drinking facilities for members, users and guests. A stand-alone miniature golf and golf ranges are not included.

GOVERNMENT FACILITY. Facilities owned or operated by a governmental entity (e.g., city, county, state, or federal government), including, but not limited to, administrative, clerical, direct service-related, or public contact offices, together with storage and maintenance of government vehicles. This classification includes post offices.

GOVERNOR'S APPEAL BOARD. A board formed to review the appeal by an applicant, of an off- site hazardous waste facility land use decision disapproved by the city or one (1) or more conditions of approval placed on an approved off-site hazardous waste facility, or an appeal by an interested person, based solely on the ground that the conditions imposed do not adequately protect the public health, safety, or welfare.

GRADE. The average level of the finished ground surfaces surrounding a structure.

GRADING. To bring an existing surface to a designed form by excavating, filling, or landforming operations.

GROSS ACREAGE. See ACREAGE, GROSS.

GROSS FLOOR AREA. The area included within the surrounding exterior finish wall surface of a structure or portion thereof, exclusive of courtyards.

GUEST HOUSE. This term shall mean ACCESSORY LIVING QUARTERS. Living quarters within a detached accessory building located on the same premises with the main building, for use by temporary guests of the occupant of the premises, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling unit.

GUEST ROOM. A single room with or without bath and without kitchen or cooking facilities, of permanent type construction, and attached to the main dwelling or an accessory building, which room is intended and used primarily for temporary guests of the occupants of the main building on the building site on which such guest room is located, and not rented or otherwise used as a separate dwelling.

8. “H” Words, Terms and Land Uses

HARDSCAPE. Decorative elements that may be combined with landscaping to satisfy the landscaping requirements of this Zoning Code. HARDSCAPE elements include, but are not necessarily limited to, natural features (e.g., rock and stone) and structural features (e.g., art works, benches, fences, fountains, reflecting pools, screens, swimming pools, and walls) and crushed granite.

HAZARDOUS WASTE. A waste, or combination of wastes, which because of its quantity, concentration, toxicity, corrosiveness, mutagenicity, or inflammability, or physical, chemical, or infectious characteristics may:

1. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or

2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

HAZARDOUS WASTE FACILITY, OFF-SITE. Any structures, other appurtenances and improvements on the land that is being used for treatment, transfer, storage, resource recovery, disposal, or recycling of hazardous waste that is or operated under a permit, or under an interim status pursuant to the Cal. Health & Safety Code. Such facility may include, but not limited to, the following:

1. Incineration facility (i.e., rotary kiln, fluid bed, etc.);

2. Residual repository (receives only residuals from hazardous waste treatment facilities);

3. Stabilization/solidification facilities;

4. Chemical oxidation facilities;

5. Neutralization/precipitation facilities; or

6. Transfer/storage facilities.”

HEALTH/FITNESS CENTERS. Fitness facilities, gymnasiums, health and athletic clubs, which may include accessory sauna, swimming pool, spa, or hot tub facilities; handball, indoor tennis, racquetball, and other indoor sports activities.

HEALTH AND SAFETY ASSESSMENT. A technical and environmental evaluation of a proposed hazardous waste facility, site, and surrounding area prior to approval of a local permit. The assessment will consider the qualities and the physical and chemical characteristics of the specific types of waste that would be handled. The assessment will include a hydraulic evaluation as well as risks due to flooding, earthquakes, and potential water or air pollution. It is not intended that the Health and Safety Assessment duplicate information developed for an environmental impact report or risk assessments required under local, state, and federal regulations.

HELIPAD AND HELIPORT. This use class consists of facilities for a landing and takeoff place for helicopters used for private, commercial or medical purposes. Maintenance, servicing, refueling, parking or storage of helicopters is permitted only at heliports.

HILLSIDE AREA. Any property containing slope areas of ten percent (10%) or greater.

HISTORIC RESOURCE. Any improvement listed in the Brea Historic Resources Register, as established in § 20.60.040.

HOME OCCUPATIONS. A clearly accessory commercial activity or business service conducted in a residential dwelling unit, only by residents of the unit, in a manner clearly incidental to the residential character of the site and surrounding neighborhood.

HORIZONTAL AND VERTICAL BUILDING ENVELOPES. The maximum width and height of a structure based on minimum setback requirements and maximum building height limitations for the zone within which the project is located. These envelopes may be utilized to evaluate visual impacts when specific architectural plans are not provided for subdivision review.

HOTELS. A building, or group of buildings, with guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging. Such rooms or suites are not used as the legal residence or principal dwelling place of the occupant(s), except for one (1) or more caretaker/manager residential unit(s). Guest units are typically reached from a common entrance, but may also be reached directly from the outside of the building. This use includes incidental services that are customarily provided by a hotel, for the convenience of hotel guests (e.g., food service, recreational facilities, and retail services), public banquet, meeting, and reception rooms, and accessory guest facilities (e.g., elevators, indoor athletic facilities, swimming pools, and tennis courts).

HOUSEHOLD. One (1) or more persons occupying a dwelling.

HOUSEHOLD PET. Any domesticated animal normally kept as a pet.

HYDROZONES. Areas in an irrigation system that necessitate specific watering requirements due to plant material type.

9. “I” Words, Terms and Land Uses

IMMOBILE POPULATIONS. Schools, hospitals, convalescent homes, prisons, facilities for the mentally ill, or other similar facilities.

IMPACT AREA. Area(s) where natural ground surface is impacted or disturbed by grading activities.

IMPERVIOUS. Land surfaces which do not allow, or minimally allow, the penetration of water.

IMPROVEMENT. Any construction, building, landscaping, or paving activity which materially adds to the value of a facility, substantially extends its useful life, or adapts it to new uses. Repairs performed for the purpose of maintaining a facility in good operating condition but which do not materially add to the value of a facility or substantially extend its useful life are not considered improvements.

INDUSTRIAL, LIMITED. Facilities that consists of manufacturing, assembling, treating, packaging and wholesaling of goods that are parts from previously prepared materials or finished products. All operations shall be conducted entirely within an enclosed building. This use Includes incidental warehousing of such products but excludes warehousing/storage as a primary use, basic industrial processing and custom manufacturing.

INDUSTRIAL, MAJOR. This use class consists of moderate to heavy manufacturing, assembling, repairing, testing, processing, warehousing, wholesaling, and research or treatment of goods predominantly from raw materials. All operations shall be conducted entirely within an enclosed building. This classification includes uses that could potentially generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, or operations involving large furnaces, plating, or lacquering. This use classification includes product distribution centers that are larger than 200,000 square feet.

INDUSTRIAL, MINOR. Facilities that consists of the manufacturing, assembling, repairing, testing, processing, warehousing, wholesaling, and research or treatment of goods from fabricated items or raw materials which are lower in intensity, clean and are generally more compatible when located adjacent to commercial areas. All operations are conducted entirely within an enclosed building. This classification does not include, uses that generate excessive noise, fumes, odors or other operating conditions that would impact adjacent land uses, or operations involving large furnaces, plating, or lacquering. Typical uses include the manufacture of clothing, furniture, electronic equipment, novelty items, and toys; cleaning plants; machine shops; powder coating; food processing; and product distribution centers that are 200,000 square feet or smaller.

INDUSTRIAL, OUTDOOR OPERATION. Industrial facilities where their operations are predominantly conducted outdoors. This use does not include accessory outdoor storage incidental to a principal industrial use within an enclosed building.

INDUSTRIAL, OUTDOOR STORAGE YARDS. Facilities that consists of outdoor storage of trucks, equipment, and construction or maintenance materials as

principal use. This use class also consists of facilities for outdoor storage of oversized and recreational vehicles. Minor and incidental repairs of the stored items, loading facilities and management offices are also included, but retail sale of the items is excluded. Typical uses include contractors' storage yards and vehicle storage yards. This use does not include accessory outdoor storage incidental to a primary enclosed industrial use.

INSTITUTIONAL USES. An organizational use of a public character including charitable, cultural, educational, government, medical, non-profit, religious, scientific research, social, and sometimes recreational or entertainment uses.

INTERESTED PERSONS. A person who participates in one (1) or more public meetings or hearings held to consider an application for a conditional use permit or any land use decision for a project. Participation includes, but is not limited to, attendance, submission of questions, or giving oral and written testimony at a meeting or hearing.

INTERMEDIATE SLOPES. Two to one (2:1) slopes less than ten (10) vertical feet in height used chiefly for utilitarian purposes and are not readily visible such as side slopes and buried water tanks.

INVASIVE SPECIES. Non-native species whose introduction does or is likely to cause economic or environmental harm or harm to human health and which tend to disrupt natural ecosystems by displacing native species.

10. “J” Words, Terms and Land Uses

JURISDICTIONAL WETLANDS. Wetlands that fall under the authority of the U.S. Army Corps of Engineers under § 404 of the U.S. Water Act.

11. “K” Words, Terms and Land Uses

KITCHEN. Any room, all or part of which is designed and/or used for cooking, refrigeration, storage, and the preparation of food and which contains any combination of facilities of sufficient size for the preparation of meals:

1. A cooking appliance,
2. A refrigeration facility, and
3. One (1) or more sinks.

KNOLL. A small natural round hill or mound.

12. “L” Words, Terms and Land Uses

LAND USE DECISION. A discretionary decision by the city concerning a project, including, but not limited to, the issuance of a land use permit or a conditional use permit, the granting of a variance, the subdivision of property, and the modification of existing property lines.

LANDFORM GRADING. Characterized by a variety of shapes including convex and concave forms that mimic stable natural slopes. They are non-linear in plan view, have varying slope gradients, and significant transition zones between

human-made and natural slopes resulting in pad configurations that are irregular. (Please see Illustration 3 in the Appendix following this chapter.)

LANDFORM PLANTING. A landscaping concept which replicates natural landscape patterns found in hillside conditions including irregular visual planes when viewed in cross section, propensity for plant groupings in valleys as opposed to ridges, etc.

LANDSCAPE AREA. Part of the property exclusively set aside for living plant materials and associated non-living ornamental materials such as mulch, fencing, walls or decorative rock.

LANDSCAPING. Areas devoted to, or developed and maintained predominantly with, native or exotic plant materials including lawn, ground cover, trees, shrubs, and other plant materials. Landscaping may also include small amounts of accessory decorative outdoor landscape elements (e.g., hardscape) (e.g., fountains, paved or decorated surfaces, and pools), all of which are suitably designed, selected, installed, and maintained to enhance a site.

LANDSCAPING SCREEN. The planting and continued maintenance of a compact screen of evergreen shrubbery forming a physical barrier or enclosure not less than six (6) feet in height, composed of materials selected from the city's list of acceptable screen landscaping plant materials. Minimum size of materials planted shall be as specified on the city list. An adequate irrigation system is required.

LEVEL OF SERVICE (LOS). A measure of the operational quality of a road or intersection ranging from LOS A (best) to LOS F (worst).

LIQUOR STORES. A retail store that is primarily devoted to the selling of alcoholic beverages for consumption off the premises.

LIVE/WORK UNIT. A dwelling unit that is integrated with working space occupied and utilized by a single housekeeping unit in a structure that has been modified and/or designed to accommodate joint residential occupancy and work activity. Such unit includes complete kitchen and sanitary facilities in compliance with applicable building standards and working space reserved for and regularly used by one or more occupants of the unit. In a Live/Work Unit, areas devoted to residential living does not exceed 50 percent of the total floor area of the unit.

LOADED STREET. A street from which a private driveway or driveways takes direct access.

LOADING SPACE. An off-street space or berth that is on the same parcel as the structure(s) it services; abuts a street, alley, or other appropriate means of access; and is used for the temporary parking of a commercial vehicle that is being loaded or unloaded with merchandise, materials, or people.

LOCAL ASSESSMENT COMMITTEE (LAC). A state-required committee of locally appointed representatives, designed to negotiate with the proponents of a proposed hazardous waste facility. The membership, duties, and mission of the Committee are defined by the California Health and Safety Code.

LOFFELSTEIN WALLS. Retaining wall system based on pre-cast concrete units that stack and interlock by friction to create a gravity style retaining wall.

LOT. A parcel of land, as shown on a subdivision map or Assessor's Parcel Map, occupied or intended for occupancy by one (1) main building, together with any accessory buildings including the open spaces required of the hillside regulations and having adequate frontage on a public or private street.

LOT, CORNER. A lot located at the intersection of two (2) or more streets. A lot abutting on a curved street or streets shall be considered a corner lot if straight lines drawn from the foremost points of the side lot lines to the foremost point of the lot meet at an interior angle of less than one hundred thirty-five degrees (135°).

LOT, DEPTH. The horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

LOT, DOUBLE FRONTAGE. A lot having frontage on two (2) streets.

LOT, FRONTAGE. That dimension of a lot or portion of a lot abutting on a street except the side dimension of a corner lot.

LOT, INTERIOR. A lot other than a corner or reversed corner lot.

LOT, KEY. The first lot to the rear of a reversed corner lot whether or not separated by an alley.

LOT, REVERSED CORNER. A corner lot, the side line of which is substantially a continuation of the front lot lines of the lots to its rear; whether across an alley or not.

LOT, THROUGH. A lot having a frontage on two (2) parallel or approximately parallel dedicated streets, not including a corner or reversed corner lot.

LOT, WIDTH. The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

LOT AREA. The computed area contained within the lot lines. If there is a recorded subdivision or parcel map, LOT LINES as defined herein shall be located as shown thereon.

LOT LINE or PROPERTY LINE. Any recorded boundary of a parcel. Types of lot lines are as follows.

1. FRONT LOT LINE. The line separating the narrowest street frontage of the parcel from the street right-of-way, except in those cases where the subdivision or parcel map specifies another line as the front lot line. On through lots or corner lots, the Director shall determine which property line is the front lot line.

2. INTERIOR OR SIDE LOT LINE. Any lot line other than the front or rear lot lines.

3. REAR LOT LINE. The lot line opposite and most distant from the front lot line; or in the case of an irregularly shaped parcel, a straight line not less than ten (10) feet long entirely within the parcel and most nearly parallel to, and at the maximum distance from, the front lot line.

LOW WATER FLOW IRRIGATION. A system of watering plant material using drip/trickle, reduced water emitting devices, low precipitation heads, soaker lines, or other similar mechanisms that restricts the amount of water in gallons per minute to allow for deep percolation into the soil. The low water flow irrigation system, combined with watering practices outlined in this Zoning Code, will reduce water loss through evaporation, wind drift, and overwatering.

13. “M” Words, Terms and Land Uses

MAJOR ALTERATION TO HISTORIC STRUCTURE(S). Any change or modification to the character-defining, significant physical feature, or visual quality of historic properties as established in § 20.60.040 of this title, such as changes to the exterior of historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which is more than twenty-five percent (25%) of the building valuation prior to alteration as determined by the City Building and Safety Manager.

MANUFACTURED SLOPE. Human-made slope created by grading that consists wholly of cut or filled material.

MASS GRADING. The movement of large quantities of earth over large areas. Disruption of the majority of the on-site surface terrain is common and often results in a successive pad/terrace configuration. Modification or elimination of natural landforms may result.

MASSAGE. Any method of treating the external parts of the human body for remedial, health, or hygienic purposes by means of pressure on or friction against; or stroking, kneading, rubbing, tapping, pounding; or stimulating the external parts of the human body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations.

MASSAGE ESTABLISHMENT. A place of business as defined in Section 5.220.010 of the City's Municipal Code. This use classification excludes professions listed in Section 5.220.030 of the City's Municipal Code.

MASSAGE THERAPY. Therapeutic (non-sexual) rubbing or kneading of parts of non-specified anatomical areas of the body to aid circulation or to relax muscles, provided by a licensed professional.

MEDICAL SERVICES, CLINICS/OFFICES. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services by licensed medical practitioners. These include: medical, dental, optical, acupuncture, urgent cares and out-patient care facilities. Counseling services by other than medical doctors or psychiatrists are included under OFFICES, ADMINISTRATIVE AND PROFESSIONAL.

MEDICAL SERVICES, EQUIPMENTS/LABORATORIES. Facilities primarily engaged in furnishing medical and dental laboratory services.

MEDICAL SERVICES, HOSPITALS. An institution, designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment.

MINIMAL GRADING. Grading that is limited to the individual flat pad areas for residential building sites, with minimal cut and fill. Grading shall be limited to only the required building area and adjoining infrastructure.

MINOR ALTERATION TO HISTORIC STRUCTURE(S). Any change or modification to the character-defining, significant physical feature, or visual quality of historic properties as established in § 20.60.040 of this title, such as changes to the exterior of the historic structure(s) or changes to architectural details or visual characteristics of the historic structure(s), the cost of which does not exceed twenty-five percent (25%) of building valuation prior to alteration as determined by the City Building and Safety Manager.

MIXED-USE DEVELOPMENTS. A project that combines both commercial (e.g., retail, office, etc.) and residential uses, where the residential component is generally located either above or behind the commercial portion of the development.

MOBILE HOME. A structure transportable in one (1) or more sections, designed and equipped to contain not more than two (2) dwelling units to be used with or without a foundation system. MOBILE HOME does not include a recreational vehicle, commercial coach, or factory-built housing.

MOBILE HOME PARKS. A site that is planned and improved to accommodate two (2) or more mobile homes or manufactured homes used for residential purposes, or a site that is planned and improved to accommodate two (2) or more spaces/lots for mobile homes or manufactured homes, in which each space/lot accommodates a mobile home or manufactured home for residential purposes.

MORATORIUM. A temporary halting or severe restriction on specified development activities.

MORTUARY. A commercial establishment that provide services involving the care and preparation of deceased human bodies, other than in a cemetery. This classification does not include the on-site interment of the dead or their remains.

MOTELS. A building, or group of buildings, with guest rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other temporary lodging. Such rooms or suites are not used as the legal residence or principal dwelling place of the occupant(s), except for one (1) or more caretaker/manager residential unit(s). Guest units are reached directly from the outside of the building. This use may also include accessory guest facilities (including accessory retail uses, elevators, indoor athletic facilities, swimming pools, and tennis courts).

MOTOR VEHICLES. A vehicle bearing a current license plate used primarily for transporting people on streets and highways. Does not include recreational vehicles or other equipment or vehicles used primarily for purposes other than transporting people on streets and highways.

MULCH. Shredded or chipped wood from tree branches, tree trunks, uncontaminated wood products, or lumber. This material is often mixed with leaves and grass clippings for optimal effect.

MULTI-TENANT. More than one (1) tenant occupying a site or structure where each tenant is operating under a separate lease agreement with the property owner.

MUNICIPAL CODE. The City of Brea Municipal Code and all amendments.

14. “N” Words, Terms and Land Uses

NATIVE PLANTS. Plant species occurring naturally and native to a given ecosystem or plant community.

NATURAL SLOPE. A slope that is not man-made. A NATURAL SLOPE may retain the natural vegetation during adjacent grading operations or it may be partially or completely removed and replanted. A NATURAL SLOPE is a slope that has not been graded nor the surface manufactured in any manner other than by natural forces.

NATURAL VEGETATION. Plant materials which are indigenous to the area and exist on a site prior to any construction or earth moving activity.

NET ACREAGE. See ACREAGE, NET.

NONCONFORMING BUILDING. A building or structure or portion thereof which was designed, and erected or structurally altered prior to the effective date of these regulations or any subsequent amendments thereto, for a use which does not conform to the use regulations of the district in which it is located but which was a legally permitted use at the time of initial construction.

NONCONFORMING LOT. A legal parcel of land having less area, frontage, or dimensions than required in the zone in which it is located.

NONCONFORMING PARCEL. Any subdivision of land that was lawfully established and in compliance with all applicable ordinances and laws at the time the parcel was subdivided, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zoning district in which the property is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

NONCONFORMING STRUCTURE. Any structure or improvement that was lawfully established and in compliance with all applicable ordinances and laws at the time it was erected, but which, due to a subsequently enacted ordinance or law, no longer complies with all the applicable regulations and standards of the zoning district in which it is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

NONCONFORMING USE. A use or activity that was lawfully established and in compliance with all applicable ordinances and laws at the time it was undertaken, but which, due to a subsequently enacted ordinance or law, no longer complies

with all the applicable regulations and standards of the zoning district in which the use is located. See Chapter 20.72 (Nonconforming Uses, Structures, and Parcels).

NOXIOUS WEEDS. Plant species designated as such by the Secretary of Agriculture, Secretary of the Interior, or by state law or regulation. Generally, NOXIOUS WEEDS will possess one (1) or more of the characteristics of being aggressive and difficult to manage, parasitic, a carrier or host of serious insects or disease. Other characteristics of NOXIOUS WEEDS are plants that are non-native, or new, to or not common to the United States or parts thereof. NOXIOUS WEED species have extensive and costly impacts on human health, safety, commerce, recreation, and general well-being. NOXIOUS WEEDS can adversely affect food production, wilderness values, wildlife habitat, visual quality, forage production, reforestation, recreational opportunities, natural wildfire regimes, and land values.

15. “O” Words, Terms and Land Uses

OCCUPANCY, CHANGE OF. A discontinuance of an existing use and the substitution therefor of a use of a different kind or class.

OFFICES, PROFESSIONAL. Offices of businesses providing professional services that require periodic contacts with clients and may experience some walk-ins from the general public. Typical uses include, but not limited to, insurance agencies, real estate offices, law offices, architectural firms, consulting firms. This use class also includes offices that do not generally cater to the general public, such as corporate headquarters.

OIL AND HYDROCARBON OPERATIONS. An operation that consists of drilling for, removal of, and storage of, oil and hydrocarbons.

OPEN SPACE. The area of a lot which is not occupied by building coverage, parking lot or driveway.

OPEN SPACE, COMMON. An outdoor area (does not include driveways/storage areas/walkways) within a development project that is not individually owned or dedicated for public use, but is designed and intended for the common use or enjoyment of all residents/tenants of the development project.

(Am. Ord. 1089, passed 3-7-06)

OPEN SPACE, IMPROVED. Open space that is developed for active recreational use with improvements such as, but not limited to, sports fields or turf area, sports courts, concrete or other decking area, playgrounds, and enclosed recreation buildings, all either for general public use or as common open space for a development project.

OPEN SPACE, PRIVATE. An outdoor area (does not include driveways/storage areas/walkways) within a development project that is reserved for use by the residents/tenants of a specific unit or portion of the site.

OUTDOOR LIVING SPACE. An area on the lot that is kept free and clear of all buildings and is intended for outdoor activities.

OVERLAY ZONING DISTRICT, OR OVERLAY ZONE. A supplementary zoning designation that is applied to property in addition to a primary or base zoning district to highlight special regulations applicable to properties within the overlay district.

OWNER/DEVELOPER/BUILDER. An individual, firm, association, syndicate, partnership or corporation having sufficient proprietary interest to seek development of land.

16. “P” Words, Terms and Land Uses

PAD. The flat buildable area of a lot that does not exceed two percent (2%) crossfall in any direction and does not include any slopes on which a building will be sited.

PAD EDGE. That component of a graded pad area defined by either the toe or top of a slope, whether artificially created or existing as a natural slope.

PARCEL.

1. A recorded lot or parcel of land under single ownership, that:

a. Abuts at least one public street (with a minimum of twenty (20) feet of frontage) or any numbered or otherwise designated parcel of land; and

b. Was lawfully created as required by the Subdivision Map Act and city ordinances, including this Zoning Code, and is shown on:

(1) A recorded tract map,

(2) A record of survey map recorded in compliance with an approved division of land, or

(3) A parcel map.

2. Types of parcels include the following.

a. CORNER PARCEL. A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of not more than one hundred thirty-five (135) degrees. If the intersection angle is more than one hundred thirty-five (135) degrees, the parcel is considered an interior parcel.

b. CUL-DE-SAC PARCEL. A parcel located at any position on the circular portion of a cul-de-sac street, which is a street with a single common ingress and egress and with a vehicular turnaround.

c. FLAG PARCEL. A parcel having access from the building site to a public street by means of a narrow private right-of-way strip that is owned in fee.

d. INTERIOR PARCEL. A parcel other than a corner parcel or a reverse corner parcel. Also a parcel abutting only one street.

e. KEY PARCEL. An interior parcel, the front of which adjoins the side property line of a corner parcel.

f. REVERSE CORNER PARCEL. A corner parcel in which the rear lot line abuts the side lot line of the nearest parcel to its rear.

g. THROUGH PARCEL. A parcel that fronts upon two (2) streets that do not intersect at the boundaries of the parcel.

PARCEL, SUBSTANDARD. Any parcel that does not meet the minimum dimensions required by the Municipal Code.

PARCEL AREA. See ACREAGE, GROSS and ACREAGE, NET.

PARCEL COVERAGE. See SITE COVERAGE.

PARCEL DEPTH. The average distance between the front and rear lot lines measured in the mean direction of the side lot lines.

PARCEL FRONTAGE. The length of the defined front lot line measured at the street right-of-way line.

PARCEL MAP. The subdivision map described by the Subdivision Map Act, Article 3, Chapter 2, which is required to complete a subdivision of four or fewer parcels. See also Chapters 18.04 et seq. (Subdivisions) of the Municipal Code.

PARCEL WIDTH. The average linear distance between the side lot lines measured at right angles to the line measuring parcel depth. The width should be measured at a point midway between the front and rear lot lines.

PARKING SPACE. A permanent area for the parking of one (1) motor vehicle designed to meet the minimum dimensions and access requirements established by the city.

PARKING SPACE, COVERED. A parking space located within a carport, parking structure, or similar structure that provides protection from the elements in the form of a roof but that does not provide full enclosure or a closing and locking door.

PARKING SPACE, GARAGE. A parking space provided within an enclosed structure, with a closing and locking door, whose primary use is the storage of motor vehicles.

PARKING SPACE, OFF-STREET. A permanent parking space designed to city standards and not located on a dedicated street right-of-way.

PARKING SPACE, ON-STREET. A parking space designed to city standards and located on a dedicated street right-of-way.

PARKING SPACE, OPEN. A parking space, designed to city standards and located in a designated area , that does not provide any protection from the elements in the form of a carport, parking structure, garage, or other structure.

PARKS, PUBLIC. Parks owned and operated by a government agency, which may include facilities such as play lots, playgrounds, and non-professional/ non-commercial athletic fields, including park and playground equipment, accessory structures, and facilities.

PARTY. Twelve (12) or more persons meeting together for social, recreational or amusement purposes.

PEAK PERIOD. Those hours of the business day between 6:00 a.m. and 10:00 a.m. inclusive, Monday through Friday, which is the priority period for reducing work-related vehicle trips.

PERMIT. A ministerial or discretionary permit, license, certificate, or other use entitlement of the city or other permits required by enforcement agencies that may be affected by a particular project, i.e., South Coast Air Quality Management District, Regional Water Quality Control Board, the State of California Office of Permit Assistance.

PERMITTED USE. Any use of land identified by Division 2 (Zoning Districts, Allowable Land Uses, and Zoning District Standards) as being allowed in a particular zoning district and subject to the restrictions applicable to that zoning district.

PERSONAL SERVICES, GENERAL. Commercial establishments providing non-medical services as a primary use and may include incidental sales of products of personal nature. Typical uses include, but not limited to, beauty salons, barber shops, nail salons, dry cleaners, laundromats, tailor shops, spas, permanent makeup, tanning salons, photocopying, and other similar uses.

PERSONAL SERVICES, LIMITED. Establishments providing non-medical services of a very limited and restricted nature as a primary use. Typical uses include, but not limited to, including body piercing/tattoo parlors, check cashing, and fortune telling and massage parlors.

PHARMACIES AND DRUG STORES. A retail store where the primary business is the filling of medical prescriptions by a licensed pharmacist. Also includes the sale of over-the-counter medicines, medical devices, and supplies (e.g., candy, cards, cosmetics, and other miscellaneous products).

PLAN REVIEW. The procedure by which responsible city departments review development proposals for conformity with applicable provisions of the city code, and all requirements of law.

PLANNED RESIDENTIAL UNIT DEVELOPMENTS. A residential development with two (2) or more dwelling units, together with related land and structures, planned and developed as a whole single development operation or a programmed series of operations in compliance with detailed, comprehensive plans encompassing a circulation pattern and parking facilities, open space, recreational areas, utilities, and building sites, together with a program for provisions, operation, and maintenance of all areas, facilities, improvements, and services provided for common use of the residents within the development.

PLANNING COMMISSION. The Brea Planning Commission, referred to in this Zoning Code as the "Commission."

PLANT PALETTE. A list of plants or vegetation that is recommended to be planted in the Hillside Residential Zone.

PLAYLAND. A designated area associated with and incidental to a fast-food, drive-through, or sit-down restaurant that contains climbing bars, slides, swings, or

other similar structures for the primary purpose of providing entertainment to children under the care of on-premise customers.

PORTE COCHERE. An accessory structure open on three (3) sides and attached to the side or front of a dwelling through which cars pass and is established for the convenient loading and unloading of passengers from an automobile.

POTENTIAL HISTORIC RESOURCE. An improvement, building, structure, feature, site, or other object of aesthetic, educational, cultural, architectural, or historic significance to Brea residents, the Southern California Region, the state, or nation which may have the potential for designation in the Brea Historic Resources Register, a State Historic Landmark, and/or National Register of Historic Places.

PRESERVATION. The identification, study, protection, restoration, rehabilitation, or if practicable, acquisition of historic resources.

(Ord. 953, passed 6-21-94)

PRINCIPAL BUILDING/STRUCTURE. The primary or predominant structure on a parcel.

PRINCIPAL USE. The main purpose for which a site is developed and/or used, including the activities that are conducted on the site a majority of the hours during which activities occur. A site may have more than one primary use.

PRIVACY WALL. Any wall other than a retaining wall that serves to separate private property from public or common areas.

PRIVATE GARAGE/YARD SALES. The offering for sale, or the actual sale of goods, merchandise, or wares from residential property where the public is invited on to the property to purchase the items. A garage sale may also include "estate," "moving," "rummage," "yard," or similarly described sales.

PROJECT. An activity involving the issuance to a person of a certificate, license, permit, or other entitlement.

PROMINENT RIDGE. A ridge location which is visible from a major arterial, secondary or collector street, which is seen as a distinct edge against a backdrop of land. Said ridge locations are designated on the City Map of Prominent Ridges, contained in Exhibit “A” of Ordinance 948.

PROPERTY OWNER. The legal owner of the applicable development project who serves as the lessor to an employer or tenant. The property owner shall be responsible for complying with the provisions of § 20.08.050 of this title either directly or by delegating such responsibility as appropriate to an employer or tenant.

PUDDLING. The formation of small pools of water or any other liquid due to depressions on the surface that have no outlet.

17. “Q” Words, Terms and Land Uses

QUASI-PUBLIC. See SEMI-PUBLIC.

18. “R” Words, Terms and Land Uses

RE-CREATED RIDGELINE. In cases when a ridgeline, due to past activities, has been eliminated, a RE-CREATED RIDGELINE is the replacement of the eliminated ridgeline through landform grading and berming practices.

RECEPTION WINDOW. The area within the direct line of connection between the device that transmits radio waves (such as orbiting satellites and radio towers) and the apparatus designed to receive the transmitting signals.

RECREATION, INDOOR. Commercial establishments that provide recreation/amusement services in a fully enclosed structure for a fee or admission charge. Typical uses include bowling alleys, billiard/pool halls, family fun centers, trampoline centers, arcades, escape rooms, ice/roller skating and other similar uses.

RECREATION, OPEN SPACE. Any parcel or area of land or water reserved as open space and/or used for passive, low-impact recreation only. Typical uses include walking trails, bike paths, natural parks, interpretive facilities, and viewing area.

RECREATION, OUTDOOR. Commercial establishments that provide outdoor recreation/amusement services for a fee or admission charge. Typical uses include miniature golf, golf ranges, go-kart racing, swimming pools, water parks, drive-in theaters and any other similar uses.

RECREATIONAL VEHICLE. A motorized vehicular portable structure without a permanent foundation that can be towed, hauled, or driven; that is primarily designed as a temporary living accommodation for recreational, camping, and travel use; and that may include, but is not limited to, boats, camping trailers, travel trailers, truck campers, and self-propelled motor homes.

RECYCLING FACILITY, CONSUMER. A facility that collects, sorts, and processes recyclable materials through usage of REVERSE VENDING MACHINE.

RECYCLING FACILITY, PROCESSING. A facility used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end user's specifications, by such means as sorting, baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing.

REGISTERED HISTORICAL SITE. A site or area, including structures, objects, and landmarks, that is either listed on the National Register of Historic Places, the State Historic Landmarks, the County Historic Register, or the local historic register.

RELIGIOUS ASSEMBLY. Facilities operated by religious organizations for worship, or the promotion of religious activities, including churches, mosques, synagogues, temples, etc., and religious schools; and accessory uses (e.g., convent, monastery, nursery, and parsonage) on the same site, including living quarters for ministers and staff, and child day care facilities where authorized by

the same type of land use permit required for the religious facility itself. Other establishments maintained by religious organizations, including full-time educational institutions, hospitals, and other potentially related operations (e.g., a recreational camp) are classified according to their respective land use activities.

REPAIR SERVICE, MAJOR. Service establishments where on-site repair and incidental sales of supplies for large consumer items and business equipment, such as furniture, computers, large appliances and home electronics, conducted within an enclosed building. This classification includes furniture refinishing and repair, but excludes maintenance and repair of vehicles or industrial equipment.

REPAIR SERVICE, MINOR. Service establishments where on-site repair and incidental sales of supplies for consumer items and business equipment, such as small household goods, shoes, watches, cameras, jewelry and similar items, conducted within an enclosed building.

RESEARCH AND DEVELOPMENT. Places of business that conduct research, development, and limited production of high-technology electronic, industrial, biological, or scientific products. Typical uses include biotechnology firms and software firms.

RESIDENTIAL RECREATIONAL FACILITIES, PRIVATE. Playground equipment, swimming pools and spas, tennis and other sport courts, and similar facilities and accessory structures that are operated for the residents of a specific residential development and their invited guests, and are not open to the general public. Does not include these facilities for individual homes, which are defined as ACCESSORY USES AND STRUCTURES.

RESIDUALS REPOSITORY. A waste disposal facility specifically restricted to receive only remains from hazardous waste facilities.

RESTAURANT.

1. RESTAURANTS, DRIVE-IN AND WALK-UPS. Commercial establishments where food or frozen dessert, or beverage or drink is delivered to, or served directly, or sold to patrons for consumption in any automobiles parked within the designated parking areas or at tables/stands in the open/unenclosed areas within the site where the establishment is located. May include outdoor dining/seating area.

2. RESTAURANT, OUTDOOR DINING. Establishments where tables and seating are provided and food and/or beverages are served in outdoor areas, such as an outdoor patio.

3. RESTAURANT, QUICK SERVICE. Commercial establishments whose primary business is the sale of food and beverages to customers for consumption on-site or off-site, where customers customarily make food orders at a counter and may also pick up food from the counter when ready. Food may be prepackaged rather than made to order. Condiment bars and trash disposal are typically self-service. May include outdoor dining/seating area.

4. RESTAURANTS, SIT DOWN. Commercial establishments whose primary business is the sale of food and beverages to customers for on-site consumption, where food is prepared on the premises and food orders are customarily taken and served to patrons by a waiter or a waitress while the patron is seated at a table or dining counter located inside the restaurant or at an outdoor dining/seating area.

5. RESTAURANTS, SPECIALTY. Establishments whose primary business is the sale of a single specialty type of food or beverage that is not considered a complete meal (e.g., candy, coffee, ice cream, or yogurt). The sale of other food, beverages, or merchandise is incidental to the sale of the specialty food or beverage, Food and beverages are for customer consumption within the restaurant or restaurant patio area.

RETAIL SALE, GENERAL. Commercial establishments engaged in retail sale of goods not specifically listed under another use classification. All sales and storage are conducted completely within an enclosed building. Typical goods sold include clothing and accessories, stationery, hardware, art, books, flowers, jewelry, groceries, baked goods, household items including electronics, sporting goods, antiques, pet supplies, luggage, etc. Also include second hand merchandise, thrift stores and department stores.

RETAIL SALES, OUTDOOR. Permanent outdoor sales and rental establishments including auction yards, flea markets, lumber and other material sales yards, newsstands, outdoor facilities for the sale of equipment, and other uses where the business is not conducted entirely within an enclosed structure.

RETAIL SALES, WAREHOUSE STORES. Retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices, where products are typically displayed in their original shipping containers. Sites and structures are usually large and industrial in character. Patrons may or may not be required to pay membership fees.

RETAINING WALL. A wall or terraced combination of walls used solely to retain material or water but not to support or to provide a foundation or wall for a building.

REVERSE VENDING MACHINE. An automated mechanical device which accepts at least one (1) or more types of empty beverage containers and issues a cash refund or a redeemable credit slip with a value not less than the containers redemption value, as determined by state law. A bulk reverse vending machine is a reverse vending machine that is larger than fifty (50) square feet, is designed to accept more than one (1) container at a time, and issues a cash refund based on total weight instead of by container. These vending machines may accept aluminum cans, glass and plastic bottles, and other containers.

REVIEW AUTHORITY. The person, committee, or Council responsible for the review and final determination on a land use entitlement, map, or amendment.

RIDGE. A long, narrow, conspicuous elevation of land.

RIGHT-OF-WAY. A defined area of land, either public or private, on which a right of passage has been recorded.

ROCK OUTCROPPING. Any surface rock or group formation of rocks that are part of and connected to a bedrock formation.

RUNNING OF ANIMALS AT LARGE. Any animals, except for carrier or homing pigeons, not kept continuously under restraint and/or controlled by leash, in pens, corrals, or buildings.

19. “S” Words, Terms and Land Uses

SALVAGE YARD. A lot or any portion of the lot where waste/junk, discarded or salvage materials (e.g. scrap metals, secondhand lumber and building materials, etc.) are bought, sold, exchanged, baled, packed, disassembled or handled or stored, including auto wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment.

SATELLITE DISHES/ANTENNA. See WIRELESS COMMUNICATIONS FACILITIES; however these facilities shall be less than three (3) feet or two (2) meters in diameter.

SCREENING. A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms, or densely planted vegetation.

SECRETARY OF THE INTERIOR’S STANDARDS FOR REHABILITATION. The guidelines prepared by the National Park Service of the U.S. Department of the Interior for applying standards for rehabilitation of historic buildings and historic preservation projects.

SEMI-PUBLIC. A use owned or operated by a nonprofit, religious, or charitable institution and providing educational, cultural, recreational, religious, or similar types of public programs.

SENIOR LIVING FACILITY, LARGE. A State licensed facility that meets the definition of Residential Care Facility for Elderly, as specified in Section 1569.2 of California Health and Safety Code, subject to regulations of Chapter 3.2 of California Health and Safety Code. Such facility provides care and services on a monthly basis or longer to seven (7) or more persons 60 years of age or older, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Senior Living Facilities may include independent living, assisted living, memory living care, skilled nursing, and continuing care retirement community.

SENIOR LIVING FACILITY, SMALL. A State licensed facility that meets the definition of Residential Care Facility for Elderly, as specified in Section 1569.2 of California Health and Safety Code, subject to regulations of Chapter 3.2 of California Health and Safety Code. Such facility provides care and services on a monthly basis or longer to six (6) or fewer persons 60 years of age or older, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Senior

Living Facilities may include independent living, assisted living, memory living care, skilled nursing, and continuing care retirement community.

SENSITIVE AREA. That area of land within two thousand (2,000) feet of the exterior boundaries of a specific off-site hazardous waste facility, unless otherwise specified as being larger.

SENSITIVE POPULATION. Residential populations and immobile populations and similar facilities one thousand (1,000) feet of the exterior boundaries of a hazardous waste site. The one thousand (1,000) feet shall be measured from subject property lines.

SENSITIVE SPECIES. Plant or animal species which are susceptible to habitat changes or impacts from activities. The official designation is made by the USDA Forest Service at the regional level and is not part of the designation of threatened or endangered species made by the U.S. Fish and Wildlife Service.

SENSITIVE HABITAT. The environment in which sensitive species lives or grows.

SETBACK. The minimum distance by which structures, parking, or uses on a parcel shall be separated from a street right-of-way or lot line. Setbacks from private streets are measured from the edge of the easement. See also YARD.

SETBACK LINE. A line within a parcel, parallel to and measured from a corresponding lot line, forming the boundary of a required yard and governing the placement of structures, parking, or uses on a parcel.

SETBACK LINE, FRONT YARD. The line which defines the depth of the required front yard. Said setback line is parallel with the street line or, when established by the General Plan, with the highway right-of-way line, removed therefrom by the perpendicular distance prescribed for the front yard in the zone.

SETBACK LINE, REAR AND SIDE YARD. The line which defines the width or depth of the required rear or side yard. Said setback line is parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

SHARED PARKING. The approved use of the same off-street parking spaces for two (2) or more distinguishable uses where peak parking demand of the different uses occurs at different times of the day, or, where various uses are visited without moving the motor vehicle, where the division of parking spaces is a net decrease from the combined total of each use's individual off-street parking requirements if required separately.

SHOPPING CENTER. A group of not less than fifteen (15) contiguous commercial stores originally planned and developed as a single project.

SIGN. See Chapter 20.42 (Sign Standards) for definitions and standards governing signs.

SIGN AREA. The area in square feet of the smallest rectangle enclosing the total exterior surface of a sign having but one (1) exposed exterior surface; should the

sign have more than one (1) surface, the sign area shall be the aggregate area of all sign surfaces measured as above.

SIGN BUSINESS. Any sign or structure designed, intended or used for advertising the particular business, product or service located or sold on the same premises as that on which the sign or structure is located.

SIGNIFICANT FEATURE. The man-made elements embodying style or type of historic resource, design, or general arrangement and components of an improvement, including but not limited to color, texture of building materials, and the type and style of all windows, doors, light, signs, and other fixtures appurtenant to such improvement.

SIGNIFICANT RIDGELINE. A long, conspicuous, continuous elevated landform that forms a part of the natural backdrop and skyline to the city. Said landform may consist of one (1) or more ridge features each of varying elevations dependent on the characteristics of the ridgeline being evaluated.

SINGLE-FAMILY DWELLINGS. See DWELLING, SINGLE-FAMILY ATTACHED and DWELLING, SINGLE-FAMILY DETACHED.

SINGLE HOUSEKEEPING UNIT. The functional equivalent of a traditional family, whose members are an interactive group of persons jointly occupying a single dwelling unit, including the joint use of and responsibility for common areas, and sharing household activities and responsibilities (e.g., meals, chores, household maintenance, expense, etc.) and where, if the unit is rented, all adult residents have chosen to jointly occupy the entire premise of the dwelling unit, under a single written lease with joint use and responsibility for the premises, and the makeup of the household occupying the unit is determined by the residents of the unit rather than the landlord or property manager.

SITE. A parcel or adjoining parcels under single ownership or single control, considered a unit for the purposes of development or other use.

SITE COVERAGE. The percentage of total site area occupied by structures. Site coverage includes the primary structure, all accessory structures (e.g., carports, garages, patio covers, storage sheds, trash dumpster enclosures, etc.) and architectural features (e.g., balconies, chimneys, decks above the first floor, porches, stairs, etc.). Site coverage is measured from exterior wall to exterior wall.

SITE PLAN. A plan drawn to scale, showing uses and structures proposed for a property as required by the applicable regulations, including lot lines, streets, grades, building sites, reserved open space, and other specific development proposals.

SLOPE. An inclined ground surface, the angle of which is expressed as a ratio of horizontal distance to vertical distance. (Please see Illustration 4 in the Appendix following this chapter.)

SLOPE FACE. The slopes located directly below, and leading up to, the crest of a significant ridgeline or prominent landform.

SLOPE GRADE. The relationship (ratio) between the change in elevation (rise) and the horizontal distance (run) over which that change in elevation occurs. The percent of steepness of any given slope is determined by dividing the rise by the run on the natural slope of land, multiplied by one hundred (100).

SLOPE, MAN-MADE. A manufactured slope consisting wholly or partially of either cut or filled material.

SLOPE TRANSITION ZONE. The area where a slope bank meets the natural terrain or a level graded area either vertically or horizontally.

SPECIFIC PLAN. Under Cal. Gov't Code, Article 8, §§ 65450 et seq., a legal tool for detailed design and implementation of a defined portion of the area covered by a General Plan. A specific plan may include all detailed conditions, programs, regulations, and/or proposed legislation that may be necessary or convenient for the systematic implementation of any General Plan element(s).

SPLIT LEVEL CONSTRUCTION. An approach to grading and development of a structure whereby the foundation of the structure is placed on more than one (1) graded pad area.

SPLIT LEVEL ROADS. Roads which are constructed so as to have two (2) traffic ways, each at a different level within the same right-of-way.

STADIUMS AND SPORTS ARENA COMPLEXES. Indoor and outdoor venue for professional sports on a permanent basis that has a capacity of 5,000 or more seats, which is designed, intended, and used primarily for large-scale spectator events including, but not limited to, sporting events, musical performances, or other similar events.

STANDARDS, DEVELOPMENT. Standards in this Zoning Code that govern the size of structures and the relationships of structures and uses to each other and to open areas and lot lines. Development standards include regulations controlling minimum parcel area, maximum height, minimum parcel frontage, minimum size of yards and setbacks, maximum parcel coverage, and maximum floor area ratio.

STANDARDS, PERFORMANCE. Standards in this Zoning Code that govern the operation and maintenance of uses in a particular zoning district. Performance standards include regulations controlling fire and explosive hazards, glare and light, noise, odor, toxic or noxious matter, vibration, and other potential nuisance elements generated by or inherent in uses of land or structures.

STORAGE, OUTDOOR. The storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

STORY. That portion of a structure included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a structure included between the upper surface of the topmost floor and the ceiling.

STREET. A public thoroughfare or right-of-way, or approved private thoroughfare or right-of-way determined by the city to be adequate for the purpose of access, which affords the principal means of access for abutting property

including avenue, place, way, drive, land, boulevard, highway, road, or any other thoroughfare. The word "street" shall include all major and secondary highways, traffic collector streets, and local streets.

STRUCTURE. As defined in the Uniform Building Code.

STUDIOS, INSTRUCTION/SERVICE. Small scale facilities, typically accommodating one (1) group of patrons or students at a time. Typical uses include art and music studios, karate/martial arts training studios, photography studios, fitness studios (e.g. yoga, Pilates, aerobics, gymnastics) with no other fitness facilities or equipment.

SUBDIVIDER. An association, corporation, firm, partnership, or person who proposes to divide or causes to be divided real property into a subdivision for oneself or for others; except that employees and consultants of persons or entities, acting in this capacity, are not subdividers. See DEVELOPER.

SUBDIVISION. The division, by any subdivider, of any unit or portion of land shown on the latest equalized county assessment roll as a unit or contiguous units, for the purpose of sale, lease, or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easement, or railroad rights-of-way. SUBDIVISION includes the following, as defined in Cal. Civil Code § 1351, a condominium project; a community apartment project; or the conversion of five (5) or more existing dwelling units to a stock cooperative.

SUBDIVISION DEVELOPMENT PLAN. Specific development plans for an approved tentative map, including plot plans, building elevations, grading plans and landscape plans applicable to individual lots within said tentative map.

SUBDIVISION MAP ACT, OR MAP ACT. Cal. Gov't Code, Division 2, Title 7, commencing with § 66410 as presently constituted, and any amendments to those provisions regarding the subdivision of real property.

SUPER SLOPES. Manufactured slopes that exceed forty-five (45) vertical feet in height. SUPER SLOPES serve three (3) beneficial purposes:

1. Allow for landscaping opportunities in hillsides while preserving off-site views within a hillside community;

2. Create a visual break between terraced rows of housing units; and

3. Help conform to natural topography by blending manufactured slopes with the height of adjacent natural slopes.

SUPPORTIVE HOUSING. This use class consists of housing that has the same meaning as defined in subdivision (g) of Section 65582 of the Government Code and as they may be amended.

SWALE. Open channels possessing a dense cover of grasses and other herbaceous plants through which runoff is directed during storm events. Above ground plant parts (stems, leaves, and stolons) retard flow and thereby encourage

particulates and their associated pollutants to settle. The pollutants are then incorporated into the soil where they may be immobilized and/or decomposed.

SWIMMING POOLS. See ACCESSORY USES AND STRUCTURES.

SWIMMING POOLS, PRIVATE. A water-filled enclosure, permanently constructed or portable, having a depth of more than twenty-four (24) inches below the level of the surrounding land, or an above-surface pool, having a depth of more than twenty-four (24) inches, designed, used, and maintained as an accessory use for swimming and bathing by not more than three (3) owner families and their guests and intended for non-commercial use.

20. “T” Words, Terms and Land Uses

TEMPORARY STRUCTURE. A structure without any foundation or footings that will be removed when the permit for the activity, or use for which the temporary structure was erected, has expired.

TEMPORARY USES/ACTIVITIES. See § 20.62.060 (Temporary Use Permits).

TENANT. Any person who occupies a site or structure for a fixed period of time, usually through a lease agreement with the property owner.

TENNIS COURTS, PRIVATE. One (1) or more tennis courts designed and maintained for the sole and exclusive use of the residents/tenants of a specific unit or portion of the site and their invited guests.

TERRACING. The method separating and elevating one (1) development area above another development area by a slope.

TOE OF SLOPE. That portion of intersection created by the bisection of a horizontal plane by a transverse plane with a deflection angle less than ninety (90) degrees.

TOP OF SLOPE. That portion of intersection created by the bisection of a horizontal plane by a transverse plane with an angle of impose greater than ninety (90) degrees.

TOPOGRAPHY. The surface relief of slope of any given area of land.

TRAFFIC SAFETY VISIBILITY AREAS. A triangular area on a corner parcel formed by measuring thirty-five (35) feet from the intersection of the front and street side property lines, and connecting the lines across the property.

TRAILER. A vehicle without motive power, designed so that it can be drawn by an automotive vehicle, for the transporting of personal property, not including trailers used for human habitation, such as recreational vehicles.

TRANSIT FACILITY. A facility that serves as stations for taxi, bus, freight, truck or other transit systems that primarily provide for the movement of goods and/or people. Facilities that serve as product distribution facilities where the materials, products and/or goods to be moved/transferred are stored entirely within a building is not included in this use classification.

TRANSITIONAL HOUSING. This use class consists of housing that has the same meaning as defined in subdivision (j) of Section 65582 of the Government Code and as it may be amended.

TRANSPORTATION DEMAND MANAGEMENT (TDM). The implementation of programs, plans, or policies designed to encourage changes in individual travel behavior. TDM can include an emphasis on alternative travel modes to the single occupant vehicle (SOV) such as carpools, vanpools, and transit, reduction or elimination of the number of vehicle trips, or shifts in the time of vehicle commutes to other than the peak period.

TRIP REDUCTION. Reducing the number of work-related trips taken between 6:00 a.m. and 10:00 a.m. inclusive, Monday through Friday in single- occupancy vehicles.

TWO-UNIT DEVELOPMENT. This use class consists of two (2) new units or the addition of one (1) new unit and one existing unit developed under the provisions of Section 20.56, each with its own kitchen and bathroom facilities, on a single lot. This classification excludes a single-family dwelling unit with an Accessory Dwelling Unit, Accessory Dwelling Unit, Junior, or a duplex.

21. “U” Words, Terms and Land Uses

UNLOADED STREET. A street on which no front entrance or driveway of a home is located.

USE. The purpose for which land or a structure is use, arranged, designed, or intended, or for which the land or structure is or may be occupied or maintained. See also ACCESSORY USE, PRINCIPAL USE, and TEMPORARY USE.

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

22. “V” Words, Terms and Land Uses

VALVE. A device used to control the flow of water in an irrigation system.

VARIANCE. Permission to depart from provisions of this Zoning Code when, due to special circumstances applicable to the property, strict application of the requirements deprives the property of privileges enjoyed by other property in the vicinity which is subject to identical zoning regulations. See § 20.62.070 (Variances).

VIEWSHED. Areas of development that can be viewed from arterial roads, freeways, major collector roads and public gathering places such as major shopping centers, etc.

VISUAL DOMINANCE. Any object as viewed from a public area or public right-of-way that supersedes the presence of all other elements in the area shall be considered to be visually dominant.

23. “W” Words, Terms and Land Uses

WALL. A barrier intended to mark a boundary that presents a continuous surface except where pierced with doorways, gates, or decorative masonry. A wall is usually constructed of brick, concrete, concrete block, stucco, or a combination of these materials.

WATER CONSERVING LANDSCAPE. A combination of landscaping and irrigation techniques which reduce the demand for water that is required to maintain a given landscape. The primary techniques include:

1. Use of water conserving plants.
2. Reduction of turf (grass) to location where it provides functional benefits.
3. Grouping of plants in hydrozones.
4. Water efficient irrigation system and techniques to meet plant needs.

WINDOW. An opening that is in a wall of a structure; designed to allow light and/or ventilation into the structure; enclosed by casement or sash; and containing glass or other similar transparent or semi-transparent material.

WIRELESS CABLE. Any antenna used to receive television signals by a line of sight connection from a ground mounted transmitting radio tower.

WIRELESS COMMUNICATION FACILITIES – MAJOR. A wireless communication facility that does not meet the definition of a wireless communications facility, Minor. Such facility typically is ground-mounted, and/or is mounted in any manner on property or buildings owned by the city or in right-of-ways over which the city has regulatory authority, shall also be considered as a wireless communications facility, major.

WIRELESS COMMUNICATION FACILITIES – MINOR. A wireless communication facility that is building-, facade-, or wall-mounted, and does not exceed the height of the parapet wall or roof line of the building, including a roof-mounted facility which is concealed or is of a small diameter and does not exceed the maximum height of the district. A wireless communication facility that is mounted in any manner on property or buildings owned by the city or in right-of-ways over which the city has regulatory authority, pursuant to a master agreement with the city, shall be considered a wireless communications facility, Minor.

WIRELESS COMMUNICATION FACILITIES - STEALTH. A stealth facility is any telecommunications facility which is designed to blend into the surrounding environment, and is visually unobtrusive. Examples of stealth facilities may include architecturally screened roof-mounted antennas, facade mounted antennas painted and treated as architectural elements to blend with the existing structure. Also known as CONCEALED TELECOMMUNICATIONS FACILITIES.

WORKSITE. A building, or grouping of buildings, located within the jurisdiction which are in actual physical contact or separated solely by a private or public roadway or other private or public right-of-way, and which are owned or operated by the same employer (or by employers under common control).

24. “X” Words, Terms and Land Uses

25. “Y” Words, Terms and Land Uses

YARD. An open space on a developed parcel that, except as otherwise provided for in this Zoning Code, is unoccupied or unobstructed from the ground upwards; except for allowed projections. See § 20.30.060 (Setback Requirements and Exceptions). When a yard dimension is given, it represents the minimum horizontal distance between the lot line from which the distance shall be measured and a line parallel to the lot line.

1. FRONT YARD. The open space on a developed parcel extending across the full width of the front of the parcel, the depth of which extends from the rear of the public right-of-way to the most distant forward-facing facade of the dwelling and its attached garage or carport. When applied to a multi-family dwelling, these standards shall be applied to the dwelling, garage, or carport closest to the public right-of-way by which access to the site is taken.

2. REAR YARD. The open space extending across the full width of the rear of a parcel, the depth of which is the horizontal distance between the rear lot line and a line parallel to the rear lot line.

3. SIDE YARD. The space between the principal structure and the side lot line, extending from the front yard to the rear yard; the measured distance of the yard shall represent the shortest distance between the side lot line and that portion of the principal structure nearest the line from which the measurement is taken.

26. “Z” Words, Terms and Land Uses

ZONING CODE. That portion of the Brea Municipal Code entitled Title 20, as it may be amended from time to time.

ZONING DISTRICTS. A portion of the city within which certain uses of land and structures are defined, and regulations are specified.

ZONING MAP. The map or maps that are a part of this Zoning Code and that delineate the boundaries of zoning districts.

SECTION 3. Section 20.04.010 (Establishment of Zones) of Chapter 20.04 (Zoning Regulations) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.04.010 ESTABLISHMENT OF ZONES.

A. For purposes related to the orderly development of the city, and in order to carry out the provisions of this title, the city is hereby divided into the following zones:

Symbols	Zone Name
HR	Hillside Residential Zone

R-1	Single Family Residential Zone
R1-H	Single Family Residential Hillside Zone
R-1 (5,000)	Single Family Residential Zone (5,000 square foot lots)
R-2	Multiple Family Residential Zone
R-3	Multiple Family Residential Zone
C-P	Commercial, Administrative and Professional Office Zone
C-N	Neighborhood Commercial Zone
C-C	Major Shopping Center Zone
C-G	General Commercial Zone
C-M	Commercial Industrial Zone
C-RC	Commercial Recreation Zone
M-P	Planned Industrial Zone
M-1	Light Industrial Zone
M-2	General Industrial Zone
MU-I	Mixed-Use I Zone
MU-II	Mixed-Use II Zone
MU-III	Mixed-Use III Zone
PRO-NOS	Parks/Recreation/Open Space - Natural Open Space Zone
PRO-P/R	Parks/Recreation/Open Space – Parks/Recreation Zone
P-D	Precise Development Zone
PF	Public Facilities Zone
WD	Wall Design Overlay Zone
E	Equestrian overlay Zone
O	Oil Production Zone
P-C	Planned Community Zone
FP	Flood Plain Overlay Zone District No. 1
SGS	Special Geological Studies Zone
SP	Specific Plan

B. No parcel of land or lot in any zone shall hereafter be used for any purpose except as specifically permitted in the zoning classification applied to such parcel or lot pursuant to this section or hereafter permitted by any other provisions of this title.

SECTION 4. Subsection D (Parking Space Requirements) of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

D. Parking space requirements. All land uses shall provide off-street parking in conformity with the requirements listed in Table 20.080.040.D, unless otherwise modified by the provisions contained herein. The term floor area used in the Table 20.080.040.D shall mean gross floor area.

	Minimum Parking Stalls Required
RESIDENTIAL USES	
Accessory Dwelling Unit	1 space required, which may be provided as tandem parking, including on a paved driveway; however, no parking shall be required if the accessory dwelling unit meets any of the following criteria: • The accessory dwelling unit is located within ½ mile walking distance of, and has a path of travel that is always publicly accessible to, Public Transit. The ½ mile distance shall be measured on actual walking routes between the Accessory Dwelling Unit and the public transit, rather than a straight line between points; • The accessory dwelling is located within an architecturally and historically significant district; • The accessory dwelling is part of the proposed or existing primary residence, or within, or part of, an existing accessory building; • When on-street parking permits are required but not offered to the occupant of the accessory dwelling; or • When there is a car-share vehicle located within one (1) block of the accessory dwelling unit. Note: (1) When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, any off-street parking spaces that were provided by such garage, carport, or covered parking structure are not required to be replaced.
Accessory Dwelling Unit, Junior	None required

Accessory Buildings and Structures	None required, except for the spaces required for the underlying use.
Caretakers Unit	1 space per unit
Community Care Facility, Small	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Dwelling, Multi-Family	• *Studio units:* 1.5 spaces per unit, of which 1 space shall be located within a garage or a carport. • *1-bedroom units*: 1.75 spaces per unit, of which 1 space shall be located within a garage or a carport. • *2-bedroom units:* 2 spaces per unit, of which 1 space shall be located within a garage or a carport. • *3-bedroom and larger units:* 2.5 spaces per unit plus 0.5 spaces for each bedroom in excess of 3, of which 2 spaces shall be located within a garage or a carport. • *Guest spaces:* If the development consists of 5 or more units, 0.2 covered or uncovered guest parking space shall be provided per unit, in addition to the required number of parking spaces for each unit. A maximum of 25% of the required guest spaces may be of compact stalls.
Dwelling, Single-Family Attached	2 covered parking spaces for each unit plus 0.5 covered or uncovered parking spaces for each dwelling unit for guest spaces.
Dwelling, Single-Family Detached	2 covered parking spaces for each unit.
Employee Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Fraternity/Sorority House	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Home Occupations	None required, except for the spaces required for the underlying use.
Live/Work Units	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Mobile Home Parks	Same requirements as Dwelling, Multi-Family.
Room Rental	None required, except for the spaces required for the underlying use.
Planned Residential Unit Development	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the development proposes
Senior Living Facility, Small	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.

Supportive Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Transitional Housing	Subject to the same parking requirement applicable to the residential dwelling unit of the same type in the same zone that the use occupies.
Two-Unit Development	1 covered parking space per unit required; however, no parking shall be required if the development meets any of the following criteria: • The unit is located within ½ mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code. The ½ mile distance shall be measured on actual walking routes between the unit and the high-quality transit corridor or a major transit stop, rather than a straight line between points; • When there is a car-share vehicle located within one (1) block of the development.
NON-RESIDENTIAL USES	
Accessory Buildings and Structures	None required, except for the spaces required for the underlying use.
Adult Entertainment Business	1 space per 75 square feet of floor area up to 6,000 square feet plus 1 space per 55 square feet over 6,000 square feet, or 1 space per 3 seats, whichever is greater.
Agriculture, Industrial	1 space per 2 acres of area used for agricultural operation plus required spaces for any additional accessory uses, as required by this Chapter.
Agriculture, Limited	• *If accessory to a primary residential use:* None required, except for the spaces required for the underlying use. • *As a primary use: 2* spaces
Agriculture, Major	• *Agricultural Operation:* 1 space for each employee during the largest shift plus 1 space per motor vehicle used in conjunction with the use. • *Accessory Retail (e.g. roadside stands):* 1 space per 200 square feet of the retail area
Agriculture, Minor	• *Agricultural Operation:* 1 space for each employee during the largest shift plus 1 space per motor vehicle used in conjunction with the use. • *Accessory Retail (e.g. roadside stands):* 1 space per 200 square feet of the retail area
Alcoholic Beverage Sale, Off-sale	None required, except for the spaces required for the underlying use.
Alcoholic Beverage Sale, On-sale	None required, except for the spaces required for the underlying use.

Alcoholic Beverages Manufacturing	• *Manufacturing:* 1 space per 500 square feet of floor area, which may include a maximum of 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10% • *Tasting or Tap Room and outside patios*: 1 space per 35 square feet of floor area.
Ambulance Service	1 space per 250 square feet plus 1 space for each ambulances/emergency vehicle.
Animals, Stable	1 space for every 5 horses kept on the premises plus the required spaces for any additional accessory uses, as required by this Chapter
Animals, Ranch	1 space per 2 acres of area used for grazing plus required spaces for any additional accessory uses, as required by this Chapter.
Animals, Boarding/Kennel (Commercial)	1 space per employee plus 1 space per 10 animals.
Animals, Boarding/Kennel (Noncommercial)	None required, except the spaces required for the underlying use.
Animals, Grooming and Daycares	1 space per 250 square feet.
Animals, Veterinary Clinic/Hospital	5.5 spaces per 1,000 square feet.
Auditoriums and Meeting Places	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas without fixed seats.
Automated Teller Machines	2 spaces per machine. Notes: (1) No parking spaces are required when located on the exterior building wall of an existing business use, within the interior of any other type of business establishment, or when free-standing machines are located on properties developed with other retail or office uses. (2) No parking spaces are required for drive-up facilities.
Automotive, Washing and Detailing	Parking demand study required
Automotive, Parking Lots/Structures	None required.
Automotive, Parts/Supply Sales	1 space per 200 square feet.
Automotive, Repair (Major)	1 space per 250 square feet.
Automotive, Repair (Minor)	1 space per 250 square feet.

Automotive, Sales and Leasing	1 space per 400 square feet.
Automotive, Sales and Leasing (Limited)	1 space per 250 square feet.
Automotive, Service Stations	5 spaces plus 1 additional space for each service bay, if any.
Automotive, Towing Service	1 space per 250 square feet plus 1 space for each tow-truck to be parked at the site.
Automotive, Recharging Facilities	1 space per charging station
Bars and Nightclubs	1 space per 7 square feet of dance floor area plus 1 per 35 square feet of assembly area.
Boarding House	1 space per bedroom, 1 space per each nonresident employee, plus1 guest space. For purposes of this provision, “bedroom” means any room designed, intended or primarily used for sleeping purposes.
Borrow Pit	Requires parking demand study.
Catering Services	1 space per 250 square feet plus 1 space for each catering/food truck.
Cemetery	Requires parking demand study.
Clubs and lodges	1 space per 75 square feet.
Community Care Facilities, Large	5.5 spaces per 1,000 square feet.
Community Facilities, Public	1 space per 300 square feet
Computer Internet Facilities	1 space per 200 square feet.
Convalescent and Rest Homes	5.5 spaces per 1,000 square feet.
Convenience Stores and Mini Markets	1 space per 200 square feet.
Day Care Centers	1 space per 200 square feet of floor area designated for office and classroom use.

Drive-Through Facilities	None required, except for the spaces required for the underlying use. Notes: (1) A use with a drive-through facility may include stacking credit for drive-through window on the basis of 1 car for every 23 lineal feet of striped stacking lanes. A maximum credit not to exceed 30% of the total required parking for the site or no more than 20 spaces for stacked credit, whichever is less. (2) Drive through lanes for a non-restaurant use shall provide a minimum of 115 feet per lane for required stacking space, as measured from the pick-up window, for each drive through lane. (3) Drive through lanes for any restaurant use, including a Drive-In, shall provide a minimum of 160 feet of stacking space, as measured from the pick-up window, for each drive through lane.
Educational Institution, General	• *8th grade or lower:* 1 space per classroom, plus 1 space per non-office employee, plus 1 space per 250 square feet of office use, plus parking required for assembly halls and auditoriums (see Auditoriums and Meeting Halls). • *9th grade or higher*: 1 space per non-office employee, plus 1 space per 6 students, plus 1 space per 250 square feet of office use, plus parking required for assembly halls and auditoriums (see Auditoriums and Meeting Halls).
Educational Institution, Trade	1 space per 35 square feet of floor area designated for instruction plus 1 space per 250 square feet of floor area designated for office use.
Educational Institution, Tutoring	1 space per 250 square feet.
Emergency Shelter	1 space per staff member
Financial Institution	1 space per 200 square feet
Garden Centers and Nurseries	1 space per 200 square feet.
Golf Course	8 spaces per hole, 1 space per tee for driving ranges (if any), and required spaces for additional accessory uses (e.g. restaurant, bar, offices, etc.), as required by this Chapter.
Government Facilities	1 space per 250 square feet.
Hazardous Waste Facility	Parking demand study required
Health/Fitness Center	1 space per 150 square feet.
Helipads and Heliports	Parking demand study required
Hotels	1 space per guest unit.

Industrial, Limited	• *Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, 1 space per 250 square feet of office floor area that is in excess of 10%, plus 1 space per 250 square feet of sales area • *Others:* 1 space per 500 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%,
Industrial, Major	• *Warehouse/Storage/Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%. • *Others:* 1 space per 500 square feet, which may include up to 10% office space plus 1 space per 250 square feet of office floor area that is in excess of 10%.
Industrial, Minor	• *Warehouse/Storage/Wholesale:* 1 space per 1,000 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office floor area that is in excess of 10%. • *Others:* 1 space per 500 square feet, which may include up to 10% office space plus 1 space per 250 square feet of office floor area that is in excess of 10%.
Industrial, Outdoor Operations	1 space per 500 square feet of lot area devoted to outdoor use, excluding parking areas and vehicular accessways, plus 1 space per 250 square feet of floor area for enclosed spaces used for administrative purposes (e.g. offices, employee lounge, etc.).
Industrial, Outdoor Storage Yards	1 space per 3,000 square feet of lot area
Liquor Stores	1 space per 200 square feet.
Massage Establishments	1 space per 250 square feet
Medical Services, Clinics/Offices	5.5 spaces per 1,000 square feet.
Medical Services, Equipment/Laboratories	1 space per 250 square feet.
Medical Services, Hospitals	1.75 spaces per bed.
Mortuary	1 space per 3 fixed seats or 1 space per 25 square feet of assembly area, where there are no fixed seats.
Motels	1 space per guest unit.
Offices, Administrative & Professional	1 space per 250 square feet.
Oil and Hydrocarbon Activities	2 spaces per well
Parks, Public	As determined by the City Planner

Personal Services, General	1 space per 250 square feet
Personal Services, Limited	1 space per 250 square feet
Pharmacies/Drug Stores	1 space per 200 square feet
Recreation, Indoor	• *Bowling Alleys:* 4 spaces per lane • *Billiard Halls:* 2 spaces per table • *Racquetball/Tennis: 3* spaces per court • *Swimming Pools:* 1 space per 500 square feet • *Skating rinks (ice/roller):* 1 space per 100 square feet • *Other uses:* Requires parking demand study Note: (1) If an indoor recreation facility has other uses (e.g. restaurant, bar, etc.), spaces required for those additional uses shall also be required.
Recreation, Open Space	None required
Recreation, Outdoor	• *Golf - Driving Range Only:* 1 space per tee • *Golf – Miniature Golf Course:* 3 spaces per hole • *Tennis: 3 spaces per court* • *Other uses:* Requires parking demand study Note: (1) If an outdoor recreation facility has other uses (e.g. restaurant, bar, etc.), spaces required for those additional uses shall also be required.
Recycling Facilities, Consumer	• *500 square feet or smaller:* None required, except for the spaces required for the underlying use. However, such facility shall not occupy more than 5 existing parking spaces. • *Larger than 500 square feet:* Parking demand study required.
Recycling Facilities, Processing	1 space per 500 square feet, which may include up to 10% office space, plus 1 space per 250 square feet of office space in excess of 10%.
Religious Assembly	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas with no fixed seats. A Religious Assembly facility with 300 seats or above shall require a parking study. Notes: (1) Every 18 inches of bench shall be considered as a fixed seat. (2) Any off-site parking, if proposed, shall be within 1,000 feet of the site it serves, as measured from closest property line.

Repair Services, Major	5.5 spaces per 1,000 square feet of floor area for first 100,000 square feet, plus 4.5 spaces per 1,000 square feet of floor area over 100,000 square feet.
Repair Services, Minor	5.5 spaces per 1,000 square feet of floor area for first 100,000 square feet, plus 4.5 spaces per 1,000 square feet of floor area over 100,000 square feet.
Research and Development	1 space per 250 square feet
Restaurants, Drive-In	Same requirements as Restaurants, Sit Down. Also subject to the minimum stacking requirements as specified under Drive-Through Facilities requirements.
Restaurants, Quick Service	Same requirements as Restaurants, Sit Down
Restaurants, Sit Down	• *Indoor:* Minimum of 10 spaces; or 1 space per 75 square feet of floor area up to 6,000 square feet, plus 1 space per 55 square feet over 6,000 square feet, or 1 space per 3 seats, whichever is greater. • *Accessory outdoor dining/seating areas:* No additional parking spaces required for if the outdoor dining/seating area is smaller than 300 square feet or has less than 20 seats. For outdoor dining/seating areas that is not exempt from additional parking, 1 space per 75 square feet of area over 300 square feet or 1 spacer per 3 seats over 20 seats, whichever is greater. Note: (1) If a restaurant only consists of an outdoor dining/seating area, parking requirements applicable to indoor space shall apply to such outdoor dining/seating area.
Restaurants, Specialty	Same requirements as Restaurants, Sit Down
Retail Sales, General	1 space per 200 square feet
Retail Sales, Outdoor	1 space per 200 square feet
Retail Sales, Warehouse Stores	1 space per 200 square feet
Salvage Yard	1 space per 3,000 square feet of the parcel where the use is located
Senior Living Facility, Large	5.5 spaces per 1,000 square feet.
Shopping Center	5.5 spaces per 1,000 square feet.
Stadiums and Sports Arena Complexes	Requires a parking demand study
Studios, Instruction/Service	1 space per 250 square feet or based on a parking demand study.

Entertainment Venues	1 space per 3 fixed seats or 1 space per 35 square feet of the assembly areas without fixed seats.
Transit Facilities	Requires a parking demand study
Utilities	• *Manned Facilities:* Requires parking demand study • *Un-manned facilities:* None required
Wireless Communication Facilities, Major	None required
Wireless Communication Facilities, Minor	None required

SECTION 5. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.11 to read as follows:

CHAPTER 20.11: PERMITTED LAND USES

20.11.010. INTENT AND PURPOSE

The intent and purpose of this chapter is to designate permitted land uses for the various zoning districts and to specify the type of City approval required for each use.

20.11.020. LAND USES

The land uses made part of this Chapter shall be interpreted consistent with the principles and rules set forth as follows:

A. Designations. The allowable uses in Table 20.11.020.A are established for base zoning districts by letter designations as follows:

1. “P” designates classes of uses permitted;
2. “C” designates classes of uses permitted with a conditional use permit;
3. “--” designates classes of uses that are prohibited

B. Overlay Districts. Generally, the provisions of the zone to which an overlay zone is added shall apply. Refer to respective chapters of the overlay districts for additional requirements and provisions.

C. Unlisted Uses. The Community Development Director has the authority to make an interpretation whether a specific proposed use fits within or similar to an existing use class as either a permitted or conditionally permitted use. If the Director determines that an unlisted use does not fit within or is not similar to an existing use class, such use may be considered under procedures of

Subsection 20.408.010 (Administrative Interpretation) in Chapter 20.408 (Administrative Procedures) of this Title.

D. Special Provisions. Special provisions related to a use are referenced in the "Special Provisions" column of Table 20.11.020.A. Such provisions may include references to other applicable code sections, or limitations to the specified land use.

E. The Off-Street parking requirements shall be in accordance with Section 20.08.040 of this Title.

F. Housing Opportunity Sites. Dwellings, Multiple-Family use in which 20 percent or more of the units are affordable to lower income households shall be permitted by right on properties designated as Focused Development Site Nos. 1, 2, 3, 7 and 10 in the City's 2021-2029 Housing Element (6th Cycle). Development shall meet all of the requirements of the respective zone in which such sites are located in unless otherwise permitted by this Title, and shall comply the provisions of applicable environmental documents for such site, if any.

TABLE 20.11.020.A. PERMITTED LAND USES TABLE

P: Permitted
C: Permitted with Conditional Use Permit
--: Prohibited

NOTES:
[1] In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.
[2] In MU-I, MU-2, and MU-3 Zoning districts, nonresidential developments (e.g. education, public assembly, and religious facilities, entertainment and recreational facilities, public/semi-public facilities, retail trade and service facilities) and access serving nonresidential developments (except for live/work facilities) shall not be allowed on Walnut Avenue. Also, refer to Section 20.258.030.A regarding integration of uses requirement.

	R1-H	HR[1]	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I[2]	MU-II[2]	MU-III[2]	PRO-P/R	PRO-NOS	PF	Special Provisions
RESIDENTIAL USES																						
Accessory Buildings and Structures	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	P	(1) In HR Zoning district, accessory building/structure is limited to 600 sq. ft.
Accessory Dwelling Unit	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.52 of this Title.
Accessory Dwelling Unit, Junior	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.52 of this Title.
Boarding House	--	--	--	--	--	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	
Caretaker Unit	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	(1) Permitted only as an accessory use to a principal permitted use within the zone
Community Care Facility, Small	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Dwelling, Multi-Family	--	--	--	--	P	P	--	--	--	--	--	--	--	--	--	C	C	C	--	--	C	(1) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District. (2) Refer to Section 20.11.020.D.
Dwelling, Single-Family Attached	--	P	--	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) In R-1 (5,000) and R-2 Zoning districts, two-story developments may be permitted only if the second story is an integral part of the first-floor unit. No separate second story dwelling unit shall be permitted. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-2 Zoning District.
Dwelling, Single-Family Detached	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) Mobile homes cannot be used as a residence. (2) In PF Zoning district, such dwelling unit is subject to development standards of R-1 Zoning District.
Dwelling, Two-Unit Development	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	

Employee Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	(1) In PF Zoning district, such dwelling unit is subject to development standards of R-1 Zoning District.
Fraternity/Sorority House	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Home Occupations	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as an accessory use to a principal residential use. (2) Subject to requirements of Section 20.36 of this Title.
Live/Work Units	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	
Mobile Home Parks	C	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) A minimum 10-acre lot required with no less than 5,000 sq. ft. of land area within the park for each mobile home unit.
Model Homes and Real Estate Tract Sales Office	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as a temporary use during active construction and/or sales period for a residential tract. (2) Subject to Chapter 20.54 of this Title.
Planned Residential Unit Development	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Subject to requirements of Chapter 20.16 of this Title. (2) In R1-H Zoning district, such development may include commercial uses permitted in the C-N zone if such use is integral part of the development, limited to one (1) acre (inclusive of required off-street parking area), entirely enclosed within a building except required off-street parking area, the hours of operation is limited to between 6 a.m. and 9 p.m., and the sign for the use is limited to 20 square feet in size and shall only demote type of use
Room Rental	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Permitted only as an accessory use to a principal residential use. (2) Renting is limited to not more than three (3) rooms or three (3) persons, and the combination of room and board not to exceed three (3) persons at all times
Senior Living Facility, Small	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	
Supportive Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	
Transitional Housing	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	C	
NON-RESIDENTIAL USES																						
Accessory Buildings and Structures	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	--	(1) Subject to requirements of Chapter 20.44 of this Title
Agriculture, Industrial	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Agriculture, Limited	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Agriculture, Major	--	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Non-dairy farms and aviaries: Minimum 40,000 square-foot lot required, and animals must be kept not less than 50 feet from any building utilized for human habitation. (2) Dairy farms: Minimum 80,000 square-foot lot required, and animals must be kept not less than 100 feet from any building utilized for human habitation. (3) Uses involving animals are subject to requirements of Title 6 of the City's Municipal Code.
Agriculture, Minor	C	P	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Alcoholic Beverage Sale, Off-sale	--	--	--	--	--	--	C	C	C	C	C	C	C	--	--	C	C	C	--	--	--	
Alcoholic Beverage Sale, On-sale	--	--	--	--	--	--	C	C	C	C	C	C	C	--	--	C	C	C	--	--	--	
Alcoholic Beverages Manufacturing	--	--	--	--	--	--	--	--	--	--	C	--	C	C	C	--	--	--	--	--	--	
Ambulance Service	--	--	--	--	--	--	C	C	C	P	--	--	C	--	--	--	--	--	--	--	--	
Animals, Boarding/Kennel (Commercial)	--	--	--	--	--	--	--	--	--	C	P	--	C	C	--	--	--	--	--	--	--	
Animals, Boarding/Kennel (Noncommercial)	C	C	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) Permitted only as an accessory use to a primary residential use (2) Subject to requirements of Section 20.20.070 of this Title.
Animals, Grooming and Daycares	--	--	--	--	--	--	--	C	C	C	P	--	C	C	--	C	C	C	--	--	--	
Animals, Ranch	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) A minimum 80,000 square-foot lot required, and animals must be kept not less than 100 feet from any building utilized for human habitation. (2) This use is subject to requirements of Title 6 of the City's Municipal Code.

Animals, Stable	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	(1) A minimum 40,000 square-foot lot required, and animals must be kept not less than 50 feet from any building utilized for human habitation. (2) In R1-H and HR Zoning districts, a private, noncommercial stable use is permitted by right, unless a separate permit is required per this Title. However, in R1-H Zone, such use limited to four (4) animals. (3) This use is subject to requirements of Title 6 of the City's Municipal Code.
Animals, Veterinary Clinic/Hospital	--	--	--	--	--	--	--	C	C	C	P	--	C	C	--	C	C	C	--	--	--	
Auditoriums and Meeting Places	--	--	--	--	--	--	C	C	C	C	--	C	C	C	--	C	C	--	--	--	--	
Automated Teller Machines	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Automotive, Parking Lots/Structures	--	--	--	--	--	C	--	--	--	C	--	--	--	P	--	P	P	P	--	--	--	(1) In R-3 Zoning district, the lot must be directly adjacent to a commercial zone.
Automotive, Parts/Supply Sales	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Automotive, Recharging Facilities	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Automotive, Repair (Major)	--	--	--	--	--	--	--	--	C	P	P	--	P	C	C	--	--	--	--	--	--	
Automotive, Repair (Minor)	--	--	--	--	--	--	--	--	P	P	P	--	P	P	C	--	--	--	--	--	--	
Automotive, Sales and Leasing	--	--	--	--	--	--	--	--	--	C	C	--	--	C	C	--	--	--	--	--	--	(1) Uses that do not include any outdoor storage/display of vehicles are considered as "Office - Professional" use.
Automotive, Sales and Leasing (Limited)	--	--	--	--	--	--	--	--	--	P	P	--	P	P	P	P	P	P	--	--	--	

Automotive, Service Stations	--	--	--	--	--	--	--	C	C	C	C	C	C	C	C	--	--	--	--	--	--	(1) A conditional use permit for a new service station at any location within the corporate limits of the city shall not be approved and granted to any company or an affiliated company that owns, leases, rents or has control of, in any manner, property that is presently occupied by an abandoned or vacant service station at any other location within the corporate limits of the city. Abandoned or vacant, as used herein, shall mean that the service station has not been in operation for a period of ninety (90) days or more prior to the date the Planning Commission adopts its resolution on the application for a new service station. This provision shall not apply to an abandoned or vacated service station that has been legally converted to and is being utilized for another permitted use, or to a service station that is not in operation because it is in the process of being reconstructed or remodeled.
Automotive, Towing Service	--	--	--	--	--	--	--	--	--	--	C	--	--	C	C	--	--	--	--	--	--	
Automotive, Washing and Detailing	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	
Bars and Nightclubs	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	
Borrow Pit	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) May be permitted in all Zoning districts with a Conditional Use Permit only if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Catering Services	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	N	N	N	--	--	--	
Cemetery	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	(1) In PF Zoning district, the use is permitted only on properties within the "Cemetery" General Plan Land Use Designation. (2) May be permitted in other zoning districts with a Conditional Use Permit only if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Clubs and lodges	--	--	--	--	--	--	--	C	C	P	--	C	--	--	--	C	C	C	--	--	--	

Community Care Facilities, Large	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	C	C	C	--	--	--	
Community Facilities, Public	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	
Computer Internet Facilities	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	C	C	C	--	--	--	
Contractor's Office & Storage	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(1) Permitted only as a temporary use, during active construction period.
Convalescent and Rest Homes	--	--	--	--	--	--	--	C	--	--	--	--	--	--	--	C	C	--	--	--	--	
Convenience Stores and Mini Markets	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	C	C	C	--	--	--	
Day Care Centers	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	C	C	C	--	--	--	
Drive-Through Facilities	--	--	--	--	--	--	--	C	C	C	--	--	--	--	--	--	C	C	--	--	--	
Educational Institution, General	C	C	C	C	C	C	C	C	C	C	--	--	--	--	--	C	C	C	--	--	C	
Educational Institution, Trade	--	--	--	--	--	--	--	C	--	--	C	--	C	C	--	C	C	C	--	--	--	
Educational Institution, Tutoring	--	--	--	--	--	--	P	P	P	P	--	--	--	--	--	P	P	P	--	--	--	
Emergency Shelter	--	--	--	--	--	--	--	--	--	--	--	--	--	P/C	P/C	--	--	--	--	--	--	(1) Conditional Use Permit required for facilities with 30 or more beds. (2) Subject to requirements of Chapter 20.66 of this Title.
Entertainment Venues	--	--	--	--	--	--	--	--	P	P	--	P	--	--	--	C	C	--	--	--	--	
Financial Institution	--	--	--	--	--	--	--	P	P	P	C	--	--	--	--	P	P	P	--	--	--	
Garden Centers and Nurseries	--	--	--	--	--	--	--	P	P	P	--	--	--	--	--	P/C	P/C	P/C	--	--	--	(1) In C-N Zoning district, outdoor storage of non-plant materials, including fertilizers, are not permitted. (2) In MU-I, MU-II and MU-III Zoning districts, uses without any outdoor storage is permitted without a conditional use permit, while uses with any outdoor storage is permitted with a conditional use permit.
Golf Course	--	--	--	--	--	--	--	--	--	--	--	P	C	--	--	--	--	--	P	--	--	(1) In PRO Zoning district, only publicly owned golf courses are allowed. (2) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.

Government Facilities	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	P	--	P	
Hazardous Waste Facility, Off-Site	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	(1) Subject to Chapter 20.48 of this Title. (2) The use is subject to Health and Reactivity rating of three or below in accordance with the NFPA 704 System, National Fire Protection Association or equivalent
Health/Fitness Center	--	--	--	--	--	--	--	--	--	P	--	P	--	C	--	C	C	C	--	--	--	
Helipads and Heliports	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) May be permitted in all Zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Hotels	--	--	--	--	--	--	--	--	C	P	--	P/C	--	--	--	C	C	C	--	--	--	(1) May include accessory commercial and/or retail uses which are clearly incidental to the hotel, motel or resort complexes, in exception to C-RC Zoning district. (2) In C-RC Zoning district, accessory commercial and/or retail uses that are incidental to the hotel, motel or resort complexes are allowed subject to a Conditional Use Permit.
Industrial, Limited	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	--	(1) May include accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use.
Industrial, Major	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--	--	--	--	--	(1) May include accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use.
Industrial, Minor	--	--	--	--	--	--	--	--	--	--	--	--	C	P	P	--	--	--	--	--	--	(1) May include accessory non-industrial uses (e.g. administrative offices, cafeterias, auditorium, recreation area) that provides support to and are clearly incidental to the permitted industrial use.
Industrial, Outdoor Operations	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	

Industrial, Outdoor Storage Yards	--	--	--	--	--	--	--	--	--	--	--	--	--	C	P/C	--	--	--	--	--	--	(1) In M-2 Zoning district, this use is permitted without a conditional use permit if all outdoor storage is screened from view from all public right-of-way; otherwise a Conditional Use Permit is required. The outdoor storage of oversized and recreational vehicles shall require a Conditional Use Permit regardless of the screening.
Liquor Stores	--	--	--	--	--	--	--	C	C	C	--	--	--	--	--	C	C	C	--	--	--	
Massage Establishments	--	--	--	--	--	--	P	P	P	P	--	P	--	--	--	P	P	P	--	--	--	(1) Use shall comply with the requirements set forth in Chapter 5.220 of the City's Municipal Code (e.g. separation, operating, permit requirements, etc.)
Medical Services, Clinics/Offices	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	P	P	P	--	--	--	
Medical Services, Equipment/Laboratories	--	--	--	--	--	--	P	P	P	P	P	--	P	P	--	--	P	P	--	--	--	
Medical Services, Hospitals	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	C	--	--	--	--	(1) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Mortuary	--	--	--	--	--	--	C	C	C	C	--	--	--	--	--	--	--	--	--	--	--	
Motels	--	--	--	--	--	--	--	--	--	C	--	P	C	--	--	C	C	C	--	--	--	(1) In M-P Zoning district, accessory commercial and/or retail uses that are incidental to the hotel, motel or resort complexes are allowed subject to a Conditional Use Permit.
Offices, Administrative & Professional	--	--	--	--	--	--	P	P	P	P	P	--	--	C	--	P	P	P	--	--	--	
Oil and Hydrocarbon Activities	C	C	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	(1) This use is subject to requirements of Chapter 8.24 of the City's Municipal Code
Parks, Public	P	P	P	P	P	P	--	--	C	C	--	P	--	--	--	--	--	--	P	C	P	(1) May include accessory uses and structures including hiking trails, visitor/community centers, maintenance buildings, ranger stations, restroom facilities, etc.
Personal Services, General	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.

Personal Services, Limited	--	--	--	--	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	
Pharmacies/Drug Stores	--	--	--	--	--	--	P	P	P	P	--	--	--	--	--	P	P	P	--	--	--	
Real Estate Tract Sales Office	P	P	P	P	P	P	--	--	--	--	--	--	--	--	--	P	P	P	--	--	--	(1) Permitted only as a temporary use during active sales period for a residential tract.
Recreation, Indoor	--	--	--	--	--	--			P	P	--	P	--	--	--	P	P	P	--	--	--	
Recreation, Open Space	P	P	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	(1) May include accessory uses and structures including hiking trails, visitor centers, camp grounds, maintenance buildings, ranger stations, restroom facilities, etc.
Recreation, Outdoor	--	--	--	--	--	--	--	--	C	C	--	C	--	--	--	--	--	--	C	--	--	
Recycling Facilities, Consumer	--	--	--	--	--	--	--	--	P/C	P/C	P/C	--	--	--	--	P/C	P/C	P/C	--	--	--	(1) Must be established and maintained on a site located within a “Convenience Zone” as designated by the California Department of Conservation, or on a site that is also occupied by an operating a market or grocery store having an enclosed gross floor area of more than 10,000 square feet and engaged primarily in the sale of food items and secondarily in the sale of household items, off-sale alcoholic beverages and similar items. (2) A conditional use permit is required if the facility is larger than 500 square feet.
Recycling Facilities, Processing	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Religious Assembly	C	C	C	C	C	C	C	C	C	C	C	--	C	C	--	C	C	C	--	--	--	(1) In C-M, M-P, M-1 and M-2 Zoning districts, this use shall not locate within one thousand (1,000) feet, as measured from closest property line, of a previously entitled Religious Assembly located in CM, MP, M-1 or M-2 Zones.
Repair Services, Major	--	--	--	--	--	--	--	--	--	--	C	--	C	P	P	--	--	--	--	--	--	
Repair Services, Minor	--	--	--	--	--	--	--	P	P	P	P	--	P	P	P	--	--	--	--	--	--	
Research and Development	--	--	--	--	--	--	--	--	--	--	P	--	P	P	P	--	--	--	--	--	--	
Restaurants, Drive-In	--	--	--	--	--	--	--	--	C	C	--	--	--	--	--	--	--	--	--	--	--	
Restaurants, Outdoor Dining	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use to another restaurant uses permitted in the zone.

Restaurants, Quick Service	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Restaurants, Sit Down	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Restaurants, Specialty	--	--	--	--	--	--	--	P	P	P	P	--	--	--	--	P	P	P	--	--	--	(1) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Retail Sales, General	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--	P	P	P/C/	--	--	--	(1) In MU-III Zoning district, uses between 5,000 square feet and 10,000 square feet or gross floor area permitted subject to a Conditional Use Permit; uses over 10,000 square feet of gross floor area not permitted. (2) In C-P Zoning district, this use may only be permitted as an accessory use, if the total area occupied by such use and any other uses permitted as an accessory use within the zone pursuant to this Section does not exceed 25% of floor area building(s) located within the same development.
Retail sales, Outdoor	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	C	C	--	--	--	(1) Subject to requirements of Section 20.72.040.C of this Title.
Retail Sales, Warehouse Stores	--	--	--	--	--	--	--	--	P	P		--	--	--	--	--	P	--	--	--	--	
Salvage Yard	--	--	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--	--	--	--	--	
Senior Living Facility, Large	--	--	--	--	--	--	C	C	C	C	C	--	--	--	--	C	C	C	--	--	--	
Shopping Center	--	--	--	--	--	--	--	P	P	P		--	--	--	--	P	P	--	--	--	--	
Stadiums and Sports Arena Complexes	--	--	--	--	--	--	--	--	C	--	--	C	--	--	--	--	--	--	C	--	--	

Studios, Instruction/Service	--	--	--	--	--	--	P	P	P	P	C	--	--	C	--	P	P	P	--	--	--	
Transit Facilities	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--	--	--	--	--	
Utilities	--	--	--	--	--	--	--	--	--	P/C	--	P/C	--	--	P/C	--	--	--	--	--	P/C	(1) Privately owned utilities require a Conditional Use Permit. (2) May be permitted in other zoning districts with a Conditional Use Permit if the use is deemed by the Planning Commission to be essential or desirable for the public welfare and convenience and in conformity with the General Plan and its objectives.
Wireless Communication Facilities, Major	--	--	--	--	--	--	C	C	C	C	C	C	C	C	C	C	C	C	--	--	--	(1) Subject to requirements of Chapter 20.68 of this Title.
Wireless Communication Facilities, Minor	--	--	--	--	--	--	P	P	P	P	P	P	P	P	P	P	P	P	--	--	--	(1) Subject to requirements of Chapter 20.68 of this Title.

SECTION 6. Section 20.28.020 (Classification of Signs and Definitions) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.020 CLASSIFICATION OF SIGNS AND DEFINITIONS.

For the purposes of this chapter, signs within the city shall be classified in accordance with one or more of the following definitions:

ADVERTISING STRUCTURE. A structure of any kind or character erected or maintained for outdoor advertising purposes upon which any poster, bill, printing, painting, or other advertising device must be placed. For purposes of this definition, a wall of a building may be considered an advertising structure if it is used for sign purposes.

ANIMATED SIGN or MOVING or ROTATING SIGNS. Any sign designed to attract attention through movement or the semblance of movement of the whole or any part, including, but not limited to, signs which swing, twirl, revolve, move back and forth or up and down; or signs which change color or shades of color; or any other method or device which suggests movement, but not including flags, banners, or time or temperature signs.

ANNOUNCEMENT or BULLETIN BOARD SIGN. Any sign permanent in character designed to accept changeable copy, handbills, posters, or matters of a similar nature.

BANNER SIGNS, FLAGS, STREAMERS, and PENNANTS. Any publicly visible advertising display made of cloth, paper, plastic, cardboard, metal, or any other usually flexible material, affixed to a freestanding pole or attached to an advertising structure which may indicate the identity of or give or ask information about or convey a message, either directly or indirectly, about a person, entity, business, commodity, service, or idea, and which may move or appear to move with air currents.

BUSINESS SIGN. Any sign which directs attention to a business, commodity, service, industry or other activity which is sold, offered, or conducted on the lot or parcel upon which sign is located, or to which it is affixed. Nothing contained in this definition shall be construed to permit the erection or construction of a off-site advertising sign unless said off-site advertising sign is otherwise permitted.

CENTER IDENTIFICATION SIGN. Any freestanding sign which advertises or directs attention to a shopping center or area having three (3) or more separate businesses located on a single parcel or lot but which does not identify individual businesses or activities therein.

CHANGEABLE COPY. Copy for temporary use which copy is changed at periodic intervals which may be utilized on freestanding, wall, bulletin board, or announcement signs.

COMPREHENSIVE SIGN PROGRAM. A complete set of site specific sign criteria for a multi-tenant development which demonstrates compatibility between

building and signage in terms of architectural treatment, design, materials, and color.

CONSTRUCTION SIGN. Any sign stating the names of those individuals or businesses, such as architects, engineers, contractors, or owners, directly connected with a construction project and/or the name of the project, the address of the business, and emergency telephone numbers.

COPY. The text material of a sign including, but not limited to, letters, words, logos, and emblems.

COPY HEIGHT. The vertical measurement of the sign copy.

COPY LENGTH. The horizontal measurement of the sign copy.

DIRECTIONAL SIGN. Any sign erected for the purpose of informing the viewer of the approximate route, direction or location of a given activity but shall not include signs used specifically for advertising on-site activities.

DOUBLE-FACED SIGN. Any sign with two faces only, with each face oriented ninety to one hundred eighty degrees (90°—180°) from the other, to include “V” shaped and “Ball” type signs.

ELECTRONIC SIGN. A sign, building face, and/or any building or structural component that displays still images, scrolling images, or moving images, including video and animation, through the use of grid lights, cathode ray projections, light emitting diode displays, plasma screens, liquid crystal displays, fiber optics, or other electronic media or technology that is either independent of or attached to, integrated into, or projected onto a building or structural component, and that may be changed remotely through electronic means.

FACE OF BUILDING. The wall of a building fronting on a street, excluding any appurtenances, such as projecting fins, columns, pilasters, canopies, marquees, showcases, or other architectural decorations but not including any parapet wall required by building or other similar locally adopted codes.

FLASHING SIGN. Any sign which contains or is illuminated by lights or devices which are intermittently on and off, change in intensity, or which creates the illusion of flashing in any manner.

FREE STANDING SIGN. Any self-supporting sign standing on the ground and in no way attached to any building or building extension. Freestanding signs include, but are not limited to:

1. Directory signs. Multi-tenant directory signs advertising two or more businesses or tenants within small and midsize development projects. On large projects, a maximum of one (1) directory sign shall be permitted. No more than six (6) businesses or tenants shall be advertised on a multi-tenant directory sign.

2. Monument signs. Monument signs are low-profile freestanding signs not exceeding six (6) feet in height. Such signs may include, but are not limited to:

a. Major tenant identification signs are street-oriented monument signs identifying a single major tenant in a development on a midsize lot, such as a supermarket, bank, or department store.

b. Commercial and industrial center identification signs are street orientated monument signs identifying the project (development) name only.

c. Marquee signs are characterized by changeable copy.

3. Ground signs. Ground signs are freestanding signs from six (6) to twelve (12) feet in height. The base structure-to-sign area proportion shall be a minimum of one-half (½) the length of the sign area. These signs may advertise a combination of major tenant(s) and center identification.

4. Directional signs. Directional signs are signs which inform the viewer of the approximate route, direction or location of a given activity.

FREEWAY ORIENTED OFF-SITE ADVERTISING SIGN. An off-site advertising sign located within 500 feet of the SR-57 freeway right-of-way.

1. ELECTRONIC FREEWAY-ORIENTED OFF-SITE ADVERTISING SIGN means a freeway-oriented off-site advertising sign that employs digital message technology on at least one (1) display face and is capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements can be changed or altered electronically. This includes billboards with displays that must be preprogrammed to display only certain types of information (i.e., time, date, temperature) and freeway oriented off-site advertising signs whose informational content can be changed or altered by means of computer-driven electronic impulses. This includes, without limitation, signs also known as digital billboards or LED billboards.

FRONTAGE. As utilized in this chapter, shall mean the length of a lot along each street or other public thoroughfare, but not including such length along an alley, railroad, or freeway.

HEIGHT OF SIGNS. The vertical distance from the uppermost point of the sign including any proposed or existing ornamentation to the ground or grade level immediately below such point or to the level of the upper surface of the nearest curb of a street or alley, whichever measurement permits the greater elevation of the sign.

ILLUMINATED SIGN. Any sign upon which a source of light is used in order to make readable the message. This definition shall include internally and externally illuminated signs and reflectorized, glowing, or radiating signs.

LANDSCAPE PLANTER. An area specifically designated for plant materials which may be at, below, or above grade.

LARGE PROJECT. A development located on a lot or parcel with greater than two hundred fifty (250) lineal feet of street frontage.

LOCATION. A lot site or premise, building, wall or any place whatsoever upon which a sign is erected, constructed or maintained.

LUMINOUS. That which emits light.

MAJOR TENANT. A business occupying a substantial percentage of the total leasable square footage in a commercial and/or industrial development. The major tenant determination is made by the City Planner. Signage for no more than three (3) major tenants shall be permitted within a single development.

MARQUEE (CHANGEABLE COPY) SIGN. Any sign which is characterized by changeable copy whether said sign is a freestanding or a wall sign or whether said sign projects from or is supported by a building.

MIDSIZE PROJECT. A development located on a lot or parcel with one hundred (100) to two hundred fifty (250) lineal feet of street frontage.

NAMEPLATE. Any sign naming the occupant of the premises, his business and/or address.

OFF-SITE ADVERTISING SIGN. Any sign which advertises or displays in any manner information about any business, industry, service, product, event, or pursuit not conducted on the parcel or lot on which the sign is erected or maintained. Such sign is commonly known as billboard signs.

PAINTED SIGN. Any sign painted directly on the exterior surface of a building or structure which has no raised borders, letters, characters, decorations, or illuminating appliances.

PARCEL or LOT. As utilized in this chapter, shall mean:

1. A parcel of real property which is shown as a single lot in a lawfully recorded subdivision approved pursuant to the provisions of the Subdivision Map Act (Cal. Bus. & Prof. Code, § 11500, et seq.); or

2. A parcel of real property, the dimensions and boundaries of which are defined as a single lot by a lawfully recorded Record of Survey map; or

3. A parcel of real property shown on a parcel map as a single lot lawfully recorded pursuant to the provisions of the Subdivision Map Act (Cal. Bus. & Prof. Code, § 11500, et seq.); or

4. Two (2) or more parcels of real property which are combined by an appropriately recorded written instrument or by common fee ownership and usage.

POLE SIGN. A freestanding sign where the sign area is supported by one (1) or more braces.

POLITICAL SIGN. Any sign advocating the election of a specific candidate or candidates for political office or advocating a position with respect to a ballot issue or issues.

PORTABLE SIGN. Any sign not designed to be attached to a building or anchored to the ground, including “A” boards, sandwich signs, fence signs, and vehicle mounted signs.

POSTER SIGN. Any portable sign or advertising device, temporary or otherwise, which is attached to or placed on the ground in any manner and may be visible from adjacent streets, highways, or neighboring property.

PROJECTING SIGN. Any sign which is suspended from or supported by a building or wall and which projects more than twelve (12) inches from the building or wall.

REAL ESTATE SIGN. Any sign and/or sign structure relating to the sale, lease, or other disposition of the real property on which the sign is located and which is temporary in nature.

ROOF SIGN. Any sign erected, constructed, and maintained upon, or connected to, the roof of any building.

SIGN. Any visible display of illumination or material which, either directly or indirectly, advertises, informs, or identifies persons, businesses, commodities, services, or ideas, including all forms of flags, streamers, pennants, banners, and all window signing.

SIGN AREA. The area in square feet of the smallest rectangle enclosing the total exterior surface of a sign having but one (1) exposed exterior surface; should the sign have more than one (1) surface, the sign area shall be the aggregate area of all sign surfaces measured as above.

SIGN STRUCTURE. Any supports, uprights, bracings, guy rods, cables, and frame work of a sign.

SMALL PROJECT. A development located on a lot or parcel with less than one hundred (100) lineal feet of street frontage.

SNIPING. Posting, sticking, tacking, affixing or placing of cloth, paper or cardboard bills, cards or posters of metal, plastic or other material to or upon fences, posts, trees, buildings or other structures or surfaces, other than approved advertising structures with or without the written consent of the owner, holder lessee, agent or trustee thereof on which such sniping is performed. SNIPING shall not include any sign or notice issued by any court or public office or postings by a public officer in the normal performance of a public duty nor a private person serving legal notice.

TEMPORARY SIGN. Any non-illuminated sign constructed of paper, cloth, canvas, or other similar lightweight material, with or without frames, including painted windows, flags, streamers, pennants, banners and other signs not designed to be attached to a building or anchored to the ground, intended to be displayed for a period not to exceed forty-five (45) days.

TENANT. A business which occupies a commercial and/or industrial building. The tenant may own, lease, or rent the space which it occupies or intends to occupy within an existing or new development.

UNDER CANOPY SIGN. Any illuminated or non-illuminated sign attached to the underside of a projecting canopy or a separate freestanding canopy which is attached perpendicular to the building frontage.

WALL-AFFIXED SIGN. A sign which is attached to an exterior wall of any building or which is attached to any structure attached to the building. Wall-affixed signs include, but are not limited to:

1. Awning signs. Signs attached to, painted on, or applied to an awning or awning canopy.

2. Marquee signs. Signs characterized by changeable copy.

3. Parapet signs. Signs attached to a parapet, which is a low wall used to protect the edge of a roof from view.

4. Projecting signs. Signs which are suspended from or supported by a building or wall and which projects more than twelve (12) inches from the building or wall.

5. Wall signs. Signs which have one (1) display surface placed on or parallel to and in front of any exterior wall of the building, and which projects not more than twelve (12) inches from the wall or structure to which it is attached.

WINDOW SIGN. Any sign painted, attached, glued, or otherwise affixed to a window or otherwise easily visible from the exterior of the building.

SECTION 7. Section 20.28.240 (Prohibited Signs) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.240 PROHIBITED SIGNS.

Except as otherwise expressly permitted in this chapter, all signs are expressly prohibited, including, but not limited to, the following:

A. Flashing signs.

B. Moving or rotating signs.

C. Projecting signs.

D. Roof signs.

E. Portable signs.

F. Off-Site Advertising Signs, except for freeway oriented off-site advertising signs pursuant to Section 20.28.300.

G. No sign shall be allowed which contains obscene, indecent, or immoral matter.

H. Flags, streamers, pennants, or banners.

I. Signs not otherwise in conformance with this title.

J. Painted signs.

K. Pole signs.

SECTION 8. Section 20.28.300 (Billboards) of Chapter 20.28 (Signs) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.28.300 FREEWAY ORIENTED OFF-SITE ADVERTISING SIGNS.

A. Purpose. This Section sets forth reasonable content-neutral regulations to create opportunities for the erection and operation of modern forms of freeway-oriented off-site advertising signs and the public benefits they can potentially provide while ensuring that their size, number, location, illumination and other operating characteristics do not impair the city's visual character and quality of life by creating or contributing to visual blight conditions.

B. Conditionally permitted in non-residential zones.

1. Notwithstanding Section 20.28.240, freeway-oriented off-site advertising signs are allowed in non-residential zones, subject to approval of a conditional use permit and compliance with all requirements of this section. In the event of any conflict between any provision contained in this section and any other provisions contained elsewhere in this code, the provisions of this section shall govern.

2. A conditional use permit for a freeway oriented off-site advertising sign shall not be approved unless the reviewing authority finds, in addition to all other findings required for approval of a conditional use permit, that:

a. The proposed freeway oriented off-site advertising sign would not create a traffic or safety problem, including problems associated with on-site access circulation or visibility; and

b. The proposed freeway oriented off-site advertising sign would not interfere with on-site parking or landscaping required by city ordinance or permit.

3. The maximum duration of any conditional use permit approved for any freeway oriented off-site advertising sign shall be five (5) years for an electronic freeway-oriented off-site advertising sign, two (2) years in the case any other freeway-oriented off-site advertising sign, or the term of any development agreement, if any, that applies to such sign. Extensions of conditional use permit shall not be granted.

C. General Requirements. All freeway oriented off-site advertising signs must comply with the following requirements:

1. Freeway oriented off-site advertising signs must comply at all times with applicable laws including Caltrans regulations and this code.

2. Freeway oriented off-site advertising signs shall be placed at least two hundred (200) feet from any residential zone. The measurement shall be from the closest edge of the freeway oriented off-site advertising sign face to the closest edge of the residential zone.

3. The minimum distance between freeway oriented off-site advertising signs or between such signs and the freeway right-of-way shall be the same as the minimum distance and separation criteria established by Caltrans. All distances shall be measured from the vertical centerline of each sign face.

4. Walls or screens at the base of the freeway oriented off-site advertising sign shall not create a hazard to public safety or provide an attractive nuisance and shall be continually maintained free from graffiti.

5. Freeway oriented off-site advertising signs shall not be operated in such a fashion as to constitute a hazard to safe and efficient operation of vehicles on streets or freeways.

6. No freeway oriented off-site advertising sign shall simulate or imitate any directional, warning, danger or information sign, or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning or direction to vehicle traffic; for example, using such words or phrases as “stop” or “slow down.”

7. No freeway oriented off-site advertising sign shall involve any red or blinking or intermittent light that may be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and for roadways.

8. Freeway oriented off-site advertising signs shall be operated and maintained in compliance with Business and Professions Code Section 5403.

9. All utilities for freeway oriented off-site advertising signs shall be underground.

10. No freeway oriented off-site advertising sign shall have more than one (1) digital face (display surface) oriented in the same vertical plane.

11. The maximum height of any freeway oriented off-site advertising signs, including sign faces, shall be sixty-five (65) feet as measured from the bottom of the sign supports to the highest point of the sign face.

12. All freeway oriented off-site advertising signs shall plainly display, and be visible from no less than one hundred (100) feet, the name of the person or company owning or maintaining it and the freeway oriented off-site advertising sign identification number.

13. The sign owner must provide, and keep current, the name and contact information of a designated maintenance service available by telephone and able to respond to a repair call “24/7” in the event the sign malfunctions or becomes damaged.

14. Freeway oriented off-site advertising signs projecting over a driveway or driving aisle shall have a minimum clearance of thirty (30) feet between the lowest point of the sign and the finished driveway grade.

15. No part of any freeway oriented off-site advertising signs shall cross onto or over an adjacent private property.

16. Freeway oriented off-site advertising signs projecting over a pedestrian walkway shall have a minimum clearance of thirty (30) feet between the lowest point of the sign and the walkway grade. Freeway oriented off-site advertising signs not projecting over drive areas shall have a minimum clearance of thirty (30) feet between the lowest point of the electronic freeway oriented off-site advertising sign and finish grade level.

17. Freeway oriented off-site advertising sign structures shall be free of any visible bracing, angle iron, guy wires, cable, and/or similar supporting elements. All exposed portions of an electronic freeway oriented off-site advertising sign, including backs, sides, structural support members and support poles, shall be screened to the satisfaction of the Director of Community Development.

18. No freeway oriented off-site advertising sign shall display any statement or words of an obscene, indecent, or immoral character, as that phrase is used in Business and Professions Code Section 5402 and judicial decisions interpreting the same.

D. Electronic Signs – Additional Requirements. All electronic freeway oriented off-site advertising signs must comply with the following requirements in addition to the requirements in subsection C, above:

1. Signs shall be connected to the National Emergency Network and provide emergency information, including child abduction alerts (i.e., “Amber Alerts”), in accordance with local and regional first responder protocols.

2. Static messages shall not include flashing lights or the varying of light intensity.

3. Each message shall be displayed for a minimum of four (4) seconds, or as otherwise specified in applicable laws.

4. Each sign shall have a light sensing device that will adjust the brightness as ambient light conditions change.

5. Signs shall not operate at brightness levels of more than 0.3-foot candles above ambient light, as measured using a foot-candle meter, at a pre-set distance based on the expected viewing distances of each size sign as follows, unless otherwise specified in applicable laws:

Nominal Face Size	Distance to Point of Measurement
300 sq. ft.	150’
450 sq. ft.	200’
650 sq. ft.	250’
Anything larger	300’

6. Each electronic freeway oriented off-site advertising sign shall be designed and required to freeze the display in one (1) static position, display a full black screen, or turn off, in the event of a malfunction.

E. Application Requirements. Applications for approval of a freeway oriented off-site advertising sign must include the following documents, materials, or information as well as any other documents, materials, or information deemed reasonably necessary by the Director of Community Development to ensure compliance with this section.

1. The name, address, phone number and other contact information of the person or entity proposing the agreement.

2. The location of the proposed freeway oriented off-site advertising sign.

3. Evidence that the applicant has legal or equitable interest in the proposed freeway oriented off-site advertising sign an in the site proposed for the sign; e.g., a fee interest, lease, easement or other entitlement, demonstrating the right to install and operate the freeway oriented off-site advertising sign on the subject property. Information to be provided shall include the written consent of the property owner if not readily ascertainable from the foregoing documents.

4. Conceptual design drawings for the freeway oriented off-site advertising sign(s) that include technical specifications to determine the freeway oriented off-site advertising sign's compliance with this section.

5. Photos of all existing signage, architectural renderings and elevations in the vicinity of the proposed freeway oriented off-site advertising sign, and a scaled site plan and elevations showing the locations of all existing structures and improvements on the property and the proposed freeway oriented off-site advertising sign. Photo simulations shall be provided of the before and after physical site appearance from views as specified by the Director of Community Development.

6. A photo metric study prepared by a city-approved lighting engineer demonstrating compliance of the freeway oriented off-site advertising sign with the operational criteria of this section.

7. Details of any public benefit that would be provided by the proposed freeway oriented off-site advertising sign.

8. The applicant shall pay a filing fee in accordance with an approved resolution. This fee shall be in addition to any other required fees for business licenses or permits relative to the development of the property and shall be for the purpose of defraying the costs associated with city review of the application.

9. The applicant shall pay the cost of any environmental studies and reports necessary for the completion of the environmental review of the proposal pursuant to the California Environmental Quality Act.

10. Such other documents, materials, or information deemed reasonably necessary by the Community Development Director.

SECTION 9. Division I (General Regulations) of Title 20 (Zoning Code) of Part II Development Code) of the Brea City Code is amended by adding a new Chapter 20.74 to read as follows:

CHAPTER 20.74 TREE PRESERVATION

20.74.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to acknowledge that certain native trees are important ecological and aesthetic resources that improves the quality of life for the City's residents, visitors and wildlife and to ensure preservation or propagation of such trees.

20.74.020 APPLICABILITY.

Any parcel that contains any commercial use (excluding home occupations), any commercially zoned parcels, and any parcel or any combination of parcels within a project site that are equal or greater than twenty thousand (20,000) square feet located within City limits are subject to the provisions of this chapter.

20.74.030 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply.

CERTIFIED ARBORIST means a person who is currently certified by the International Society of Arboriculture (ISA) as an expert on the care of trees or who is a member of the American Society of Consulting Arborists.

DESTROY, DESTROYED, DESTRUCTION refers to any act causing damage, injury, or death to a Protected Tree, or causing a Protected Tree to be uprooted or removed from the ground by any means, including, but not limited to, cutting, grading, changing hydrology during grading, construction, and/or erosion, burning, applying toxic substances, operating equipment or machinery, or by paving, changing the natural grade, trenching, or excavating within the protected root zone of a Protected Tree. Damage or mortality by natural causes, such as infestation, as verified by an Arborist shall not be considered damage necessitating tree replacement.

BREAST HEIGHT shall mean a point on the Projected Tree that is four and one-half (4.5) feet above ground from the uphill side of the tree.

DIAMETER AT BREAST HEIGHT (DBH) refers to the tree diameter of the perimeter tree trunk at the Breast Height. For Multi-Trunk Trees, each trunk shall be measured at the Breast Height, and the combined diameters of all trunks shall be used to determine the tree's DBH.

DRIP LINE is defined by the outermost edge of a tree canopy where water drips from and onto the ground.

MONITORING PERIOD means the term of protection starting with the date of actual planting of a Replacement Tree and shall apply to a period of five (5) years. Protected Trees that are relocated shall be subject to the same Replacement Tree Monitoring Period.

MULTI-TRUNK TREE is defined as an individual tree with more than one trunk under the Breast Height.

NATIVE TREE shall mean a tree of native origin including any indigenous tree from California which is a member of a genus or species present at a given site prior to European settlement. Native Trees may include planted trees and naturally occurring trees of native origin.

PROTECTED TREE means all *Quaercus* varieties (Oak), all *Salix* varieties (Willow), all *Platanus* varieties (Sycamore), *Hesperocyparis forbesii* (Tecate Cypress), *Juglans californica* (Southern California Black Walnut), *Populus trichocarpa* (Black Cottonwood), *Populus fremontii* (Fremont Cottonwood), and *Alnus rhombifolia* (White Alder) that meets the following minimum DBH:

Table 20.73.030.A
Protected Tree Criteria

Tree Type	**Minimum DBH**	
	Single Trunk	**Multi-Trunk**
Quercus (Oak) varieties	6 inches	12 inches
Salix (Willow) varieties	6 inches	12 inches
Platanus (Sycamore) varieties	6 inches	12 inches
Hesperocyparis forbesii (Tecate Cypress)	No minimum	
Juglans californica (Southern California Black Walnut)	6 inches	12 inches
Populus trichocarpa (Black Cottonwood)	6 inches	12 inches
Populus fremontii (Fremont Cottonwood)	6 inches	12 inches
Alnus rhombifolia (White Alder)	6 inches	12 inches

PRUNING means pruning of limbs or deadwood provided such live limbs do not exceed six (6) inches in circumference at the location of the cut. All pruning work shall follow proper arboricultural practices per American National Standards Institute (ANSI) A300 standards and shall not be excessive to the extent that the life of the tree is endangered or its aesthetic value is diminished.

REPLACEMENT TREE shall mean any tree installed as a replacement for removal of a Protected Tree pursuant to requirements of this Chapter.

TREE REPLACEMENT RATIO represents the minimum number of Replacement Trees required as specified in section 20.74.050 of this Chapter.

20.74.040 EXEMPTIONS.

Requirements of this Chapter shall not apply to the following:

A. Maintenance of a Protected Tree, such as pruning, as long as the tree is not destroyed.

B. Cases where immediate destruction of a Protected Tree is required for the protection of human life, property, or emergency access, as determined by the City Manager or his/her designee, any police officer or any fire fighter, after inspection.

C. Protected Trees regulated by any official Fuel Modification Plan and Maintenance Program and other defensible space requirements.

D. Protected Trees grown or held for sale within a licensed nursery facility, tree farm or commercial orchard, or landscape contractor.

E. Protected Trees located on properties owned by the City, County, State, or Federal Government.

F. Protected Trees located on any portions of land under a recorded easement held by public utility, if the destruction of such Protected Trees is required for installation of utilities and public facilities, and maintenance of property to allow a public utility to fulfill its obligation to provide service to the public.

G. Protected Trees located on a parcel where a project for which an administrative or discretionary Planning Division approval has been obtained prior to the effective date of this Chapter or for a project for which a valid building permit has been lawfully issued by the city prior to the effective date of this Chapter.

20.74.050 PROTECTED TREES.

A. It shall be unlawful for any person to destroy or otherwise direct or permit the destruction of any Protected Tree located on a parcel that contains any commercial use (excluding home occupations), a commercially zoned parcels, or a parcel or any combination of parcels within a project site that are equal or greater than twenty thousand (20,000) square feet without a permit issued by the City pursuant to the provisions of this section.

B. Replacement Trees. All Protected Trees removed shall be replaced pursuant to the following:

1. Replacement Trees shall be located on the same parcel or within the project site as the removed Protected Tree(s).

2. Replacement Trees shall consist exclusively of Protected Trees as defined in this Chapter, unless similarly appropriate native species is recommended by a Certified Arborist.

3. All Replacement Trees shall be in good health and shall be visually inspected for damage, such as canker, other pests/pathogens, and girdling or circling of roots.

4. The replacement trees shall be a minimum twenty-four (24) inch box size at time of planting.

5. The number of replacement trees shall be as identified in Table 20.74.050.A (Replacement Tree Ratio):

Table 20.74.050.A Replacement Tree Ratio	
DBH of Protected Tree to be Removed	**Required Replacement Tree Ratio per Each Protected Tree Removed**
Less than 12 inches	2:1
12 to 18 inches	3:1
18 to 24	4:1
24 to 30	5:1
30 to 36	6:1
Above 36	7:1

6. Replacement Tree Monitoring Period. The property owner shall replace Replacement Tree(s) and relocated Protected Trees if such tree(s) are destroyed within the Monitoring Period, subject to the required number of replacement trees specified in Table 20.74.050.A. For purposes of this subsection, all Replacement Trees are considered as a Protected Tree regardless of size. After the completion of the Monitoring Period, Replacement Trees that meets the definition of a Protected Tree pursuant to this Chapter shall be considered as a Protected Tree.

7. Property owner shall submit a Tree Installation Certification prepared by a Certified Arborist or a licensed landscape architect certifying that the Replacement Trees and/or relocated Protected Trees were installed properly in accordance with the approved plan.

8. If a Certified Arborist determines that the site where the Replacement Trees are required to be planted cannot accommodate the required number of Replacement Trees because the site characteristics would inhibit healthy growth of such Replacement Trees (e.g. overcrowding of new trees; interference with structures and/or roots and canopy of existing trees, etc.), the applicant may pay a fee, in lieu of providing the required number of Replacement Trees.

a. Such in-lieu fee shall be calculated by a Certified Arborist, based on an appraisal utilizing the most recent edition of the Guide for Plan Appraisal published by the ISA, the number of replacement trees required, and a report by a Certified Arborist or a licensed landscape architect specifying the number of required Replacement Trees that cannot be planted.

b. A request for in-lieu fee payment shall be submitted as part of the required Tree Permit, as specified in section 20.74.060.

c. If approved, the in-lieu fee shall be paid within five (5) business days from the issuance of the Tree Permit.

d. In-lieu fees collected pursuant to this Chapter shall be placed in the City's Park Development Fund.

20.74.060 TREE PERMIT

A. Application. A Tree Permit application is required to remove any Protected Tree as defined in this Chapter. Such applications shall be filed with the Community Development Department on forms provided for such purpose, together with a filing fee as established by resolution of the City Council. The Tree Permit application shall include, but is not limited to, the following information:

1. A written statement indicating the reason for the destruction and/or relocation of protected tree(s).

2. A site plan and/or a landscaping plan showing the location of all trees to be destroyed and/or relocated, along with location of the required replacement trees.

3. A report obtained from a Certified Arborist, which shall include, but not limited to, the following:

a. Description and photographs of the impacted Protected Trees including genus and species name, health, and DBH of trees.

b. Analysis of the impacted trees that support the proposed destruction and/or relocation.

c. Analysis of the appropriateness of the proposed locations of each Replacement Tree and/or relocated Protected Tree.

d. Recommended care measures for the Replacement Trees and/or relocated Protected Trees.

4. If a Protected Tree is proposed to be relocated, a tree protection plan, prepared by a Certified Arborist, shall be included. Such plan shall describe measures required to be implemented to ensure safe transplant of the Protected Tree and continued survival of the relocated tree.

5. A request for payment of an in-lieu fee, if needed, subject to requirements of subsection 20.74.050.B.8.

B. Review Authority. The Community Development Director, or his designee, has the authority to review, approve, or deny Tree Permits, unless the Tree Permit is a part of a project that is under the purview of the Planning Commission. In such instance, the Planning Commission shall consider the Tree Permit as a part of the overall Project.

C. Required findings. The review authority shall approve a Tree Permit, only if at least one of the following findings can be made:

1. The condition of the Protected Tree(s) with respect to its health, danger of falling, proximity to proposed or existing structures, and/or interference with utility services warrant removal or relocation of the tree.

2. The location of the Protected Tree(s) unreasonably prevents the development of the property.

3. The removal and/or relocation of the Protected Tree(s) is consistent with good urban forestry practices.

4. The Protected Tree(s) causes a threat to human life and/or personal property.

5. The proposed removal or relocation of the protected tree(s) will substantially improve the defensible space of the property in the event of a fire as determined by the Fire Department.

D. As a prerequisite to granting any Tree permit, the review authority may impose conditions.

E. Appeals. Any person may appeal the decision of the review authority with respect to a Tree Permit pursuant to Section 20.424 of this Title.

20.74.070 ENFORCEMENT.

The City may bring a civil penalty against any person or entity that acts in violation of requirements of this section or conditions of a Tree Permit issued pursuant hereto.

SECTION 10. Section 20.200.020 (Uses Permitted) of Chapter 20.200 (Single Family Residential – Hillside Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.200.020 USES PERMITTED.

A. Uses permitted in R1-H Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 11. Section 20.200.030 (Prohibited Uses) of Chapter 20.200 (Single Family Residential – Hillside Zone) of Division II (Specific Zone Regulations) of Title 20

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

20.200.030 PROHIBITED USES.

Uses prohibited in R1-H are contained in Chapter 20.11 of this Title.

SECTION 12. Subsection A of Section 20.206.026 (Voluntary Pre-Application Review Process) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Prior to the submittal of an application for any hillside development permit or hillside development permit amendment, the property owner or an agent with written authorization is recommended to voluntarily meet with the Director of Community Development or designee to review the requirements of this chapter and to review matters set forth hereunder.

SECTION 13. Subsection A of Section 20.206.028 (Review Procedure and Cost Recovery) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Administrative hillside development permit. An administrative hillside development permit shall be processed in compliance with the procedures and noticing requirements established for a certificate of compatibility, as set forth in § 20.408.050. The Director of Community Development or designee may refer an administrative hillside development permit to the Planning Commission, in which case, the Planning Commission acts as the Director and follows the procedures and noticing requirements for a conditional use permit, as set forth in § 20.408.030.

SECTION 14. Section 20.206.040 (Land Use Regulations) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.206.040 LAND USE REGULATIONS.

A. Permitted land uses. Uses permitted in HR Zone are contained in the Chapter 20.11 of this Title.

B. Permits Required.

1. The following applications for the development of property in the HR zoning district shall require an administrative hillside development permit, unless exempt as specified in Section 20.206.022 of this Chapter.

a. The construction of one (1) detached single-family dwelling unit on an existing legal lot.

b. Additions to existing dwelling units, whereby the addition consists of five hundred (500) square feet or more of habitable floor area.

c. An accessory structure or any combination of accessory structures, including detached garages, containing more than six hundred (600) of gross floor area.

d. Swimming pools, spas, and associated hardscape and landscape improvements.

e. Tennis courts, basketball courts, and similar sports courts.

f. Public and private parks.

g. Riding and hiking trails for pedestrians, equestrians and non-motorized vehicles.

h. Stables, corrals, and similar facilities for the private noncommercial keeping and containment of animals that is accessory to an existing primary residential use.

i. Lighting of tennis courts, basketball courts, and similar sports courts.

2. All other permitted or conditionally permitted uses with the HR Zone that are not listed in this Section shall require a hillside development permit, unless exempt as specified in Section 20.206.022 of this Chapter.

SECTION 15. Subsection E.1 of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. A detailed slope analysis map for the purposes of determining the amount and location of land as it exists in its natural state and for calculating the average slope. For the slope analysis map, the applicant shall use a base topographical map of the subject site, prepared and signed by a registered civil engineer or licensed land surveyor. The map shall have a scale of not less than one (1) inch

to one hundred (100) feet and a contour interval of not more than ten (10) feet with two (2)-foot intermediates. This interval may be adjusted with the approval of the Director of Community Development and City Engineer on the basis of good engineering principles. This base topographical map shall include all adjoining properties within one hundred fifty (150) linear feet of the site boundaries to portray the site's context. The slope map shall delineate slope bands, with contrasting colors, for the following slope ranges:

a. Up to 10%;

b. 10.1% to 20%;

c. 20.1% to 25%;

d. 25.1% to 30%;

e. Greater than 30%.

SECTION 16. Subsection K of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

K. The following items shall also be required as part of an application, unless waived or conditionally waived by the Director of Community Development or the Planning Commission, to aid in the analysis of the proposed project to illustrate existing or proposed conditions or both:

1. A topographic model and/or large scale detailed partial model at a one to one (1:1) scale.

2. Visual simulation of the post-development condition, including use of photographic and/or computer-generated graphic renderings as described in paragraph N. below.

SECTION 17. Subsection C of Section 20.206.080 (Ridgeline Preservation) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Ridgeline preservation.

1. No grading or improvements shall occur within one hundred (100) feet of a designated and delineated significant ridgeline area, as measured horizontally on

a topographic map prior to any grading or improvements. A significant ridgeline area is determined by the Significant Ridgelines Map on file at the Community Development Department except as approved by a hillside development permit as in compliance with § 20.206.020. No portion of any structure shall be closer to a designated and delineated significant ridgeline area, as measured fifty (50) feet vertically from a cross section of the area.

2. No engineered slopes, housing construction, streets, utilities, excavation, or other permanent human-made features shall be permitted within any significant ridgeline area, as the same is determined by the Significant Ridgelines Map on file at Community Development Department. Exceptions may be granted as part of the hillside development permit process if findings are made that encroachment into a significant ridgeline area will be in compliance with the intent and purpose of this chapter and the specific criteria set forth herein and that conditions of approval applied via the hillside development permit will implement the provisions of this chapter.

SECTION 18. Subsection F.1 of Section 20.206.090 (Open Space) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

F. Natural open space ownership.

1. The fee title owner or easement holder of an interest in the land that is dedicated for natural open space purposes shall be selected by the property owner, developer, or subdivider, subject to the approval by the Director of Community Development. The ownership may vest in, but not be limited to, the following:

a. The city, subject to acceptance by the City Council of a recordable interest.

b. Other public jurisdictions or agencies, subject to their acceptance.

c. Quasi-public and nonprofit organizations, subject to their acceptance.

d. Homeowner associations or other similar organizations.

2. The city may, in its reasonable discretion, require that the applicant establish a mechanism to fund the long-term maintenance of such natural open space, which may include a cash deposit, an assessment district, trust, or other appropriate funding mechanism.

SECTION 19. Subsection B of Section 20.206.100 (Grading) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20

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

B. General grading requirements.

1. Landform grading techniques such as varying slope height, rounding tops and toes of slopes, and incorporating variable gradients shall be used to ensure that manufactured slopes mimic natural hill forms. Landform grading shall be used for all post-disturbance conditions unless determined by the Director of Community Development and the City Engineer that landform grading is not feasible due to soil conditions, encroachment into sensitive biological resource areas, protection of watersheds or watercourses, or other similar considerations. Findings as part of the hillside development permit record as to why landform grading is not feasible.

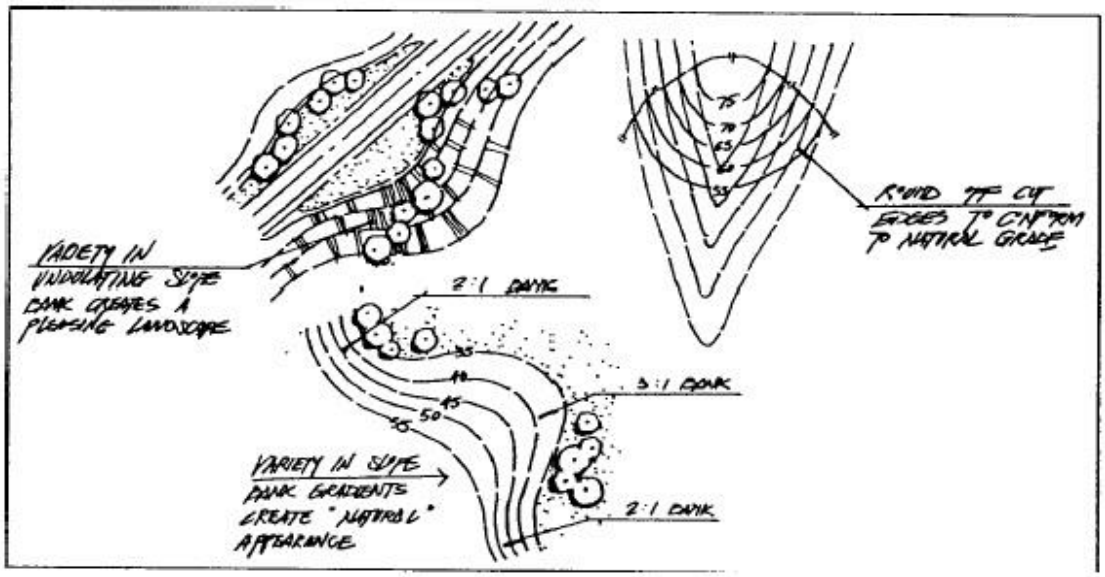


Figure 20.206.100.B

Applying the landform grading techniques illustrated above create the appearance of natural hills.

2. Super slopes, as defined by this chapter, shall be used in areas of high on-site and off-site project visibility, as determined by the viewshed analysis required for the hillside development permit described in § 20.206.050, to allow for visual breaks between terraced rows of housing units and to provide areas where landscaping can be used to soften the appearance of hillside development. Super slopes shall integrate manufactured slopes with natural slopes to give the appearance of a continuous natural landform.

3. Re-created ridgelines shall be used to mask the view of dwelling units on a hillside from off-site locations, to preserve the appearance of a natural undeveloped hillside, and to preserve the appearance of open space.

4. Berming shall be used to screen utilitarian features such as, but not limited to, water tanks and detention basins.

5. All slopes which are visible from any public right-of-way shall be landform graded.

6. No grading shall take place on any slope that exceeds thirty percent (30%) over an area encompassing one (1) acre or more and has any minimum horizontal dimension of fifty (50) feet. The following slopes shall be exempt from this standard:

a. Existing manufactured slopes.

b. City-approved soils remediation projects.

c. Slope requiring grading for safety purposes as designated by the Director of Community Development.

d. Implementation of General Plan or master-planned circulation routes.

e. Grading for emergency access, including where main road access also serves as emergency access.

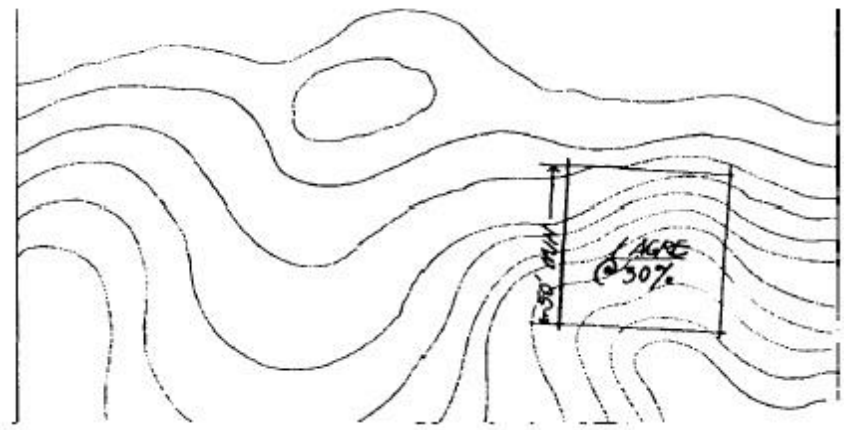


Figure 20.206.100.8.6

No grading shall take place on any slope that exceeds thirty percent (30%) over an area encompassing one (1) acre or more and has any minimum horizontal dimension of fifty (50) feet.

f. Grading in connection with a development project that proceeds by way of a development agreement or specific plan (as provided under state law) where imposing the grading prohibition could preclude a reasonable economic return on the development of the subject property, provided that the proposal complies with all other criteria of the Hillside Residential (HR) zoning standards including exceptions provided for in the zoning standards and is consistent with the city's Hillside Residential goals and policies as outlined in the Brea General Plan, including exceptions provided for in the General Plan policies.

7. No excavation or other earth disturbance shall be permitted on any hillside area prior to the issuance of a grading permit, with the exception of drill holes and exploratory trenches for the collection of geologic and soil data. Such trenches shall be properly backfilled and erosion treatment shall be provided where such slopes exceed twenty percent (20%).

8. Graded or cut embankment adjacent to a publicly maintained right-of-way shall not exceed a slope ratio greater than two (2) feet horizontal to one (1) foot vertical.

SECTION 20. Subsection E.1 of Section 20.206.140 (Street Requirements and Design) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. All public streets shall include a landscaped parkway between the edge of street paving and adjacent property lines. Such parkways shall be of a width required by the city's street design manual and shall include a sidewalk or other pedestrian way or trail as set forth in the street design manual or as otherwise may be required by the City Engineer and/or Director of Community Development through the hillside development permit review process.

SECTION 21. Subsection B of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. Landscape and irrigation plan.

1. All proposed new development shall require approval of a landscape and irrigation plan. Complete plans shall be submitted as part of the application process set forth in § 20.206.050. Such plans shall be subject to the review and approval of the Director of Community Development and the Fire Chief or designee.

2. All landscape and irrigation plans shall include all information required by the Community Development Department and shall be designed to ensure slope stability, fire safety, and design quality, as well as a tree removal and retention plan with the following information.

a. Identification of the extent of vegetation removal required for site preparation and development; and

b. The location and species of individual trees of four (4)-inch caliper or more. Maximum effort should be exercised to retain existing trees in place.

3. The Director of Community Development may waive the landscape and irrigation plan requirement for additions and remodeling where no or only minor alterations to the existing landscape or topography are proposed.

4. All landscaping shall be planted and maintained in compliance with approved plans.

5. The developer shall be responsible for ensuring that all landscaping installed consistent with approved landscaping and irrigation plans is properly and effectively established one (1) year from the date of city sign-off on said installation. The developer shall be responsible for taking corrective measures directed by the city to ensure same. The city shall be authorized to require bonding or other surety to achieve this requirement.

SECTION 22. Subsection C of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. General landscaping standards.

1. All portions of a site where existing vegetative cover is damaged or removed, or consists primarily of weeds (typically unwanted plants that grow aggressively and are damaging to native plants), and are not otherwise covered with new improvements, must be successfully re-vegetated with a substantial mix of native and/or drought tolerant grasses and ground covers. The density of the reestablished vegetation must be adequate to prevent soil erosion and invasion of weeds after one (1) growing season. Refer to the plant palette in this chapter for a list of noxious weeds and non-natives that are not allowed in the Brea Hillside Management Zone.

2. Utilitarian structures such as fuel tanks, water tanks or towers, similar storage facilities shall be installed underground. Those not installed underground shall be painted with earth tones found in the adjacent area or shall be entirely screened with appropriate landscaping that blends with the surrounding natural environment.

3. Plants with similar water requirements shall be grouped together in hydrozones. Refer to the plant palette in this chapter.

4. Prior to planting consideration of soil compaction shall be used to determine planting pit depths and drainage.

5. The Director of Community Development shall have the authority to require other improvements such as the removal of dead or diseased trees and the thinning of trees or other vegetation to encourage desirable growth.

<u>SECTION 23.</u> Subsection D of Section 20.206.160 (Landscape Standards) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

D. Tree removal and replacement.

1. For each existing native tree or shrub removed or damaged with a combined caliper equal to or greater than four (4) inches at four (4) feet above finish grade, a twenty-four (24)-inch box minimum replacement tree or shrub of the same genus and species shall be planted on the site. For trees equal to or in excess of an eight (8)-inch combined caliper, the replacement tree shall be a forty-eight (48)-inch box or larger of the same genus and species. Should a tree of the same genus and species not be available, the applicant shall submit reasonable proof of general unavailability in the region, and a list of no less than five (5) substitutes, one (1) of which shall be of the same genus, for approval by the Director of Community Development.

2. The Director of Community Development may approve a substitute or may require provisions, including but not limited to bonds or similar security, to assure the installation and maintenance of the specific genus desired.

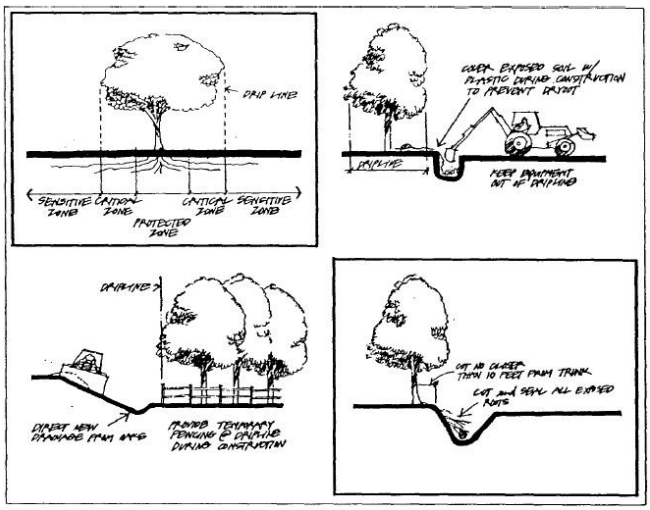


Figure 20.206.160.D

In order to ensure that native vegetation, such as oak trees, survive the construction phase of hillside development, any grading activities must be

appropriately setback from the vegetation. Tree protection standards are established to ensure that preserved trees survive the construction phase. The preservation of trees will benefit hillside communities by giving an established appearance to the community.

SECTION 24. Section 20.208.020 (Uses Permitted) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.020 USES PERMITTED.

A. Uses permitted in R-1 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 25. Section 20.208.030 (Uses Expressly Prohibited) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-1 Zone are contained in Chapter 20.11 of this Title.

SECTION 26. Subsection D.1 of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific

Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 27. Subsection E.1.b of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

b. Notwithstanding other provisions contained herein; the entire front yard area, including the minimum required front yard, shall be kept and maintained free and clear of all attached or detached accessory structures, building and automotive materials, trash, debris, trash storage receptacles, inoperable motor vehicles, camper shells not mounted on motor vehicles, boats, or boats and trailers, including utility trailers. Parking and driveway areas within the entire front yard area shall not exceed fifty-five percent (55%) of such yard area; for lots at the end of cul-de-sac with a lot frontage of less than forty (40) feet, the parking and driveway areas within the entire front yard may be paved up to a maximum of eighty percent (80%), all subject to the Community Development Director's review and approval. The parking of operable motor vehicles shall be permitted only on an all-weather surface, subject to the review and approval of the Community Development Director.

SECTION 28. Section 20.212.020 (Uses Permitted) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.212.020 USES PERMITTED.

A. Uses permitted in R-1 (5,000) Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 29. Section 20.212.030 (Uses Expressly Prohibited) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.212.030 USES EXPRESSLY PROHIBITED.

A. Uses prohibited in R-1 (5,000) Zone are contained in Chapter 20.11 of this Title.

SECTION 30. Subsection C of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Dwelling unit density. Maximum net dwelling unit density shall not exceed the required minimum net area per dwelling unit of five thousand (5,000) square feet, except that an accessory dwelling unit and a junior accessory dwelling unit may be permitted pursuant to requirements of Chapter 20.52, or as otherwise permitted by State law.

SECTION 31. Subsection D.1 of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 (5,000) Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 32. Section 20.216.020 (Uses Permitted) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.216.020 USES PERMITTED.

A. Uses permitted in R-2 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 33. Section 20.216.030 (Uses Expressly Prohibited) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.216.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-2 Zone are contained in Chapter 20.11 of this Title.

SECTION 34. Subsection D.1 of Section 20.216.040 (Property Development Standards) of Chapter 20.216 (R-2 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Buildings and structures shall have a height no greater than thirty-five (35) feet, except any detached accessory structures, including but not limited to, patios, pool houses, and garages shall have a height no greater than eighteen (18) feet.

SECTION 35. Section 20.220.020 (Uses Permitted) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.220.020 USES PERMITTED.

A. Uses permitted in R-3 Zone are contained in Chapter 20.11 of this Title.

B. Keeping of animals.

1. Up to six (6) dogs and/or cats. Animals that are less than our (4) months of age shall not be counted.

2. Other household pets which are neither farm animals, exotic nor wild animals, such as domestic mice and rats, hamsters, guinea pigs, turtles, tropical fish, canaries, birds of the psittacine family, and other similar animals commonly sold in pet stores and kept as household pets, may also be kept, so long as animals are not maintained for commercial purposes, do not constitute a nuisance, are adequately provided with food, care and sanitary facilities, and do not exceed a total of six (6) animals (fish being exempt). Their offspring shall not be counted until four (4) months from birth.

3. Any animal not specifically classified within this section shall be classified by the Community Development Director as necessary, based upon a determination as to the probable negative impact of the health, safety or general welfare upon the community.

SECTION 36. Section 20.220.030 (Uses Expressly Prohibited) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.220.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in R-3 Zone are contained in Chapter 20.11 of this Title.

SECTION 37. Subsection H of Section 20.220.040 (Property Development Standards) of Chapter 20.220 (R-3 Multiple Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

H. Building area. The minimum living area for a dwelling unit on a lot in the R-3 and R-3-I Zones, which shall not include garage area, shall have a gross floor area of not less than the following:

1. Studio Unit: Four hundred fifty (450) square feet.
2. One (1) Bedroom Unit: Six hundred fifty (650) square feet.
3. Two (2) or more - Bedroom Unit: Eight hundred (800) square feet.

SECTION 38. Section 20.224.020 (Uses Permitted) of Chapter 20.224 (C-P Commercial, Administrative, and Professional Office Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.224.020 USES PERMITTED.

Uses permitted in C-P Zone are contained in Chapter 20.11 of this title.

SECTION 39. Section 20.224.030 (Uses Expressly Prohibited) of Chapter 20.224 (C-P Commercial, Administrative, and Professional Office Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.224.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in C-P Zone are contained in Chapter 20.11 of this Title.

SECTION 40. Section 20.228.020 (Uses Permitted) of Chapter 20.228 (C-N Neighborhood Commercial Zone) of Division II (Specific Zone Regulations) of Title 20

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

20.228.020 USES PERMITTED.
Uses permitted in C-N Zone are contained in Chapter 20.11 of this Title.

SECTION 41. Section 20.228.030 (Uses Expressly Prohibited) of Chapter 20.228 (C-N Neighborhood Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.228.030 USES EXPRESSLY PROHIBITED.
Uses prohibited in C-N Zone are contained in Chapter 20.11 of this Title.

SECTION 42. Section 20.232.020 (Uses Permitted) of Chapter 20.232 (C-C Major Shopping Center Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.232.020 USES PERMITTED.
Uses permitted in C-C Zone are contained in Chapter 20.11 of this Title.

SECTION 43. Section 20.236.020 (Uses Permitted) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.236.020 USES PERMITTED.
Uses permitted in C-G Zone are contained in Chapter 20.11 of this Title.

SECTION 44. Section 20.236.030 (Uses Expressly Prohibited) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20

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

20.236.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in C-G Zone are contained in Chapter 20.11 of this Title.

SECTION 45. Subsection M.5 of Section 20.236.040 (Property Development Standards) of Chapter 20.236 (C-G General Commercial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

5. Landscaping maintenance.

a. Prior to the installation of the landscaping in the public right-of-way, the developer shall provide for continual maintenance by an agreement with the city.

b. Property owners are responsible for the continual maintenance of all landscaped areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy, growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Any diseased, dead, damaged or decaying plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Director.

c. Irrigation systems shall be kept in working condition. Adjustments, replacements, repairs and cleaning shall be a part of regular maintenance.

d. Trees shall be staked and tied with lodge poles. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

e. Street trees planted within public rights-of-way and/or trees planted adjacent to public sidewalks shall be provided with root barriers, subject to Community Development Director review and approval.

f. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

SECTION 46. Section 20.240.020 (Uses Permitted) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.020 (Repealed by Ord. 1241, passed 8-15-23)

SECTION 47. Section 20.240.030 (Principal Uses Permitted) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.030 PRINCIPAL USES PERMITTED.

Principal uses permitted in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 48. Section 20.240.040 (Uses Permitted subject to Conditional Use Permit) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.040 USES PERMITTED SUBJECT TO CONDITIONAL USE PERMIT.

Uses permitted subject to conditional use permit in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 49. Section 20.240.050 (Uses Prohibited) of Chapter 20.240 (C-M Commercial Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.240.050 USES PROHIBITED.

Uses prohibited in C-M Zone are contained in Chapter 20.11 of this Title.

SECTION 50. Section 20.244.020 (Uses Permitted) of Chapter 20.244 (C-RC Commercial Recreation Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.244.020 USES PERMITTED.

Uses permitted in C-RC Zone are contained in Chapter 20.11 of this Title.

SECTION 51. Section 20.244.030 (Uses Expressly Prohibited) of Chapter 20.244 (C-RC Commercial Recreation Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.244.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in C-RC Zone are contained in Chapter 20.11 of this Title.

SECTION 52. Section 20.248.020 (Uses Permitted) of Chapter 20.244 (M-P Planned Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.248.020 USES PERMITTED.

Uses permitted in M-P Zone are contained in Chapter 20.11 of this Title.

SECTION 53. Section 20.248.030 (Uses Prohibited) of Chapter 20.248 (M-P Planned Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.248.030 USES PROHIBITED.

Uses prohibited in M-P Zone are contained in Chapter 20.11 of this Title.

SECTION 54. Section 20.252.020 (Uses Permitted) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.252.020 USES PERMITTED.

Uses permitted in M-1 Zone are contained in Chapter 20.11 of this Title.

SECTION 55. Section 20.252.030 (Uses Expressly Prohibited) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.252.030 USES EXPRESSLY PROHIBITED.

Uses prohibited in M-1 Zone are contained in Chapter 20.11 of this Title.

SECTION 56. Subsection D.4 of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

4. In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of front property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility.

SECTION 57. Subsection E of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

E. Walls, fences, landscaping, and property maintenance.

1. Required walls.

a. Walls along common property lines shall be erected as required in paragraph D. above, however, said walls shall be reduced to a height of thirty (30) inches in the area defined as the front yard in the abutting residential zone.

b. Required walls shall be constructed of masonry material not less than six (6) inches in thickness.

2. Permitted fences and walls. Fences and walls not to exceed seven (7) feet in height shall be permitted within any side or rear yard area or along any common property line provided, however, that the wall or fence does not exceed a height of thirty (30) inches within the front yard or side yard on the street side of a corner lot.

3. Height of walls and fences. The height of walls and fences shall be measured from highest ground level immediately adjacent to the base of the wall.

4. The provisions of this section shall not apply to a fence or wall height as required by any law or regulation of the state or agency thereof.

5. Landscaping required.

a. Areas utilized for parking or loading, will be screened, modulated, or interrupted from view of access on adjacent streets, freeways, and adjacent residential property. This can be accomplished by one of three (3) techniques:

(1) Lineal masses of shrubs;

(2) Lineal or group masses of major scale trees; or

(3) Lineal or grouped masses of smaller scale trees.

b. Dual texturing of building facades or a five (5) foot strip of building parameter landscaping shall be required, with the exception of rear or side walls abutting other existing buildings.

c. Parking lot trees. Trees equal in number to one (1) per each five (5) parking stalls either grouped or clustered shall be installed in all parking areas. Said trees shall be placed on the lot so as not to interfere with interior industrial parking lot circulation. Trees shall be placed so as to give relief to the monotony of rows of parked vehicles.

d. A detailed landscaped plan (including irrigation, plant and material specifications) shall be submitted to the Community Development Department for its approval prior to the issuance of building permits.

6. Landscaping maintenance.

a. Prior to the installation of the landscaping in public right-of-way, the developer shall provide for continued maintenance by an agreement with the city.

b. Property owners are responsible for the continual maintenance of all landscape areas on-site, as well as contiguous planted areas within the public right-of-way. All landscaped areas shall be kept free from weeds and debris, maintained in a healthy, growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Any diseased, dead, damaged or decaying plant materials shall be removed and replaced within thirty (30) days following written notice from the Community Development Director.

c. Irrigation systems shall be kept in working condition. Adjustments, replacements, repairs, and cleaning shall be a part of regular maintenance.

d. Trees shall be staked and tied with lodge poles. Stakes and ties on trees shall be checked regularly for correct functions. Ties shall be adjusted to avoid creating abrasions or girdling on trunks or branches.

e. Street trees planted within public right-of-way and/or trees planted adjacent to public sidewalk shall be provided with root barriers subject to Community Development Director review and approval.

7. Property maintenance. Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users, occupants, and the general public. The property shall be deemed substandard when it displays evidences of a substantial number of dilapidated conditions including, but not limited to the following:

a. Faulty, sagging or leaking roof;

b. Improper weatherization of building siding materials such as chipped or worn paint, wood siding showing signs of dry rot, cracked or chipped stucco and dented or rusted metal siding;

c. Broken or missing windows and sign panels;

d. Inadequate site drainage or standing water adjacent to building foundations;

e. Broken or inoperable sanitary and plumbing facilities;

f. Broken or missing foundation and attic vent screens and window screens; and

g. Structural deficiencies.

SECTION 58. Subsection K.5 of Section 20.252.040 (Property Development Standards) of Chapter 20.252 (M-1 Light Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

5. Trash storage method and location.

a. Trash enclosure location shall be subject to the approval of the Community Development and Public Works Departments.

b. Trash enclosure shall be of masonry construction or approved alternate material. Structural design and gates shall be in accordance with city standards.

SECTION 59. Section 20.256.020 (Uses Permitted) of Chapter 20.256 (M-2 General Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.256.020 USES PERMITTED.

Uses permitted in M-2 Zone are contained in Chapter 20.11 of this title.

SECTION 60. Section 20.256.030 (Uses Prohibited) of Chapter 20.256 (M-2 General Industrial Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.256.030 USES PROHIBITED.

Uses prohibited in M-2 Zone are contained in Chapter 20.11 of this title.

SECTION 61. Section 20.258.010 (Mixed Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.258.010 MIXED-USE ZONING DISTRICTS.

A. Purpose and intent of Mixed-Use zoning districts.

1. Mixed-Use I.

a. This zoning district provides areas for intense, mixed-use urban environments that offer opportunities for people to live, work, shop, and recreate without having to use their vehicles. This designation encourages vertical and horizontal integration of compatible residential and nonresidential uses, whereby the uses share the same structure or parcel. The Mixed-Use I designation applies to Downtown Brea, including the Birch Street Corridor, as well as other sites located throughout the community with ready access to major roadways and public transit. Land uses specifically prohibited within the Mixed-Use I designation include the manufacturing and processing of goods and materials, and any warehousing. Public and private walkways and related facilities may be established within the Mixed-Use I designation.

b. The residential density range is 12.1 to 50 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 3.00. Residential densities at the higher

end of the range will only be allowed for developments that clearly incorporate a mix of uses.

2. Mixed-Use II.

a. This zoning district provides opportunities for the coordinated development of urban villages that offer a diverse range of complementary land uses in close proximity to one another. Either vertical or horizontal integration of uses is allowed, with an emphasis on tying together the uses with appropriate pedestrian linkages. Residential densities at the higher end of the scale will be allowed for developments that clearly integrate uses.

b. The Mixed-Use II designation applies to larger properties that would benefit from a coordinated, integrated approach to development. Development densities and intensities at the upper end of the stated range will only be allowed for those projects that include public and/or private educational facilities, as well as functional and attractive public open space amenities. Land uses specifically prohibited within the Mixed-Use II designation include the manufacturing and processing of goods and materials, and any warehousing. Public and private walkways and related facilities may be established within the Mixed-Use II designation.

c. The residential density range is 6.1 to 40 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 2.00. Residential densities at the higher end of the range will only be allowed for developments that clearly incorporate a mix of uses.

3. Mixed-Use III.

a. This zoning district provides opportunities for the revitalization of deteriorated commercial corridors and centers located on arterials by allowing the development of neighborhood-serving commercial uses and vary intensity offices paired with residential uses. Either vertical or horizontal integration of uses is allowed, with an emphasis on tying together the uses through appropriate pedestrian linkages, parking, and public open space (e.g., linkage parks or small plazas). Because of the linear nature of this district, building forms would be less intense than those allowed in either Mixed-Use I or Mixed-Use II and site design will provide a transition from the arterial street frontage to residential properties located behind the Mixed-Use III property. In essence, the Mixed-Use III development will serve as a buffer between the street and the residential development.

b. The Mixed-Use III designation applies to properties that front Brea Boulevard and a portion of Imperial Highway. Land uses specifically prohibited within the Mixed-Use III designation include regional-serving retail uses, general industrial uses, and any warehousing. Additionally, nonresidential uses and access serving nonresidential developments (except for live/work developments) shall not be allowed on Walnut Avenue.

c. The residential density range is 6.1 to 18 dwelling units per acre. The maximum allowed floor area ratio (FAR) is 1.00. Residential densities at the higher end of the range will only be allowed for developments that clearly incorporate a mix of uses.

B. Allowable land uses. Uses permitted in Mixed Use Zoning Districts are contained in Chapter 20.11 of this Title.

C. Prohibited land uses. Uses prohibited in Mixed Use Zoning Districts are contained in Chapter 20.11 of this Title.

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

TABLE 2-1
REVIEW AUTHORITY CHART

TYPE OF CONSTRUCTION ACTIVITY	***Role of Review Authority (1)***		
	CITY PLANNER (Plan Check)	***DIRECTOR (Plan Review)***	***PLANNING COMMISSION (Precise Development Review)***
Facade improvements, only when not visible from a public right-of-way	Decision		
Nonresidential construction, up to a maximum of 25% of the existing gross floor area	Decision		
Residential construction, up to a maximum of 25% of the existing gross floor area, but no additional dwelling units	Decision		
Tenant improvements	Decision		
Facade improvements, only when visible from a public right-of-way		Decision	
Nonresidential construction, up to a maximum of 10,000 square feet of gross floor area		Decision	
Residential construction, up to a maximum of four dwelling units		Decision	

Nonresidential construction, 10,000 square feet or more of gross floor area			Decision
Residential construction, five or more dwelling units			Decision
NOTE: (1) The review authority identified in the table above may defer action and refer the request to the next higher review authority for the final decision.			

SECTION 62. Section 20.258.010 (Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by deleting Table 2-2.

SECTION 63. Subsection A of Section 20.258.020 (General Development Standards for the Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Compliance with Tables 2-3 through 2-8 required. Requirements in Tables 2-3 through 2-8 below shall apply in respective Mixed-Use Zoning Districts.

SECTION 64. Subsection C of Section 20.258.020 (General Development Standards for the Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Design guidelines. Applicable design guidelines in Section 20.258.040 of this Chapter.

SECTION 65. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II

(Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-3 to read as follows:

TABLE 2-3 ***DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE I ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-I***	***NOTES***
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	12.1 to 50 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Minimum setbacks		
Front and street side along Ash Street, Birch Street, Brea Boulevard and Imperial Highway	None permitted (A), except for allowable plazas and outdoor dining areas/uses	
Front	None	
Side (interior, each)		
Single-story	None (B)	
Second-story and above, if residential	10 feet (B)	
Side, street	None	
Side, adjoining, residential uses	10 feet (C)	
Rear, if nonresidential adjoining nonresidential	None (D)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (D)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial	5 feet	

Highway allowed, except in the upper floors of a parking structure.)		
Minimum distance between structures located on the same parcel	None	
Maximum structure height	100 feet	
Minimum common residential open space for multi-family dwellings. (The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings.(The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (A), (B), (C) and (D) refer to the graphics following this Table.		

SECTION 66. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-4 to read as follows:

TABLE 2-4 ***DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-II***	***NOTES***
Minimum project size (1)	10,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are
Minimum parcel width (1)	100 feet	
Minimum parcel depth (1)	200 feet	

Minimum/maximum allowable density range for residential uses	6.1 to 40 du/acre	not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front	None	
Side (interior, each)		
Single-story	None (E)	
Second-story and above, if residential	10 feet (E)	
Side, street	None	
Side, adjoining, residential uses	10 feet (F)	
Rear, if nonresidential adjoining nonresidential	None (G)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (G)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	60 feet	
Minimum common residential open space for multi-family dwellings. (The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings.(The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (E), (F), and (G) refer to the graphics following this Table.		

SECTION 67. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-5 to read as follows:

TABLE 2-5

DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT

DEVELOPMENT STANDARDS	***MU-III***	***NOTES***
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	6.1 to 18 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	1.00	
Minimum setbacks Front and street side along Brea Boulevard and Imperial Highway		
Parcels of less than one acre	None permitted (H), except for allowable plazas and outdoor dining areas/uses	
Parcels of one acre or greater		
At least 50% of the parcel frontage	None permitted (I)	
Up to 50% of the parcel frontage. (No parking within setback allowed.)	May maintain an average setback of 10 feet (I)	
Front, other than Brea Boulevard or Imperial Highway	None	
Side (interior, each)		

Single-story	None (J)	
Second-story and above, if residential	10 feet (J)	
Side, street, other than Brea Boulevard or Imperial Highway	None	
Side, adjoining, residential uses	5 feet, average (K)	
Rear, if nonresidential adjoining nonresidential	None (L)	
Rear, if residential or if nonresidential adjoining residential uses	10 feet (L)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	35 feet	
Minimum common residential open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	75 square feet/ dwelling unit	
Minimum private residential open space for multi-family dwellings. (The minimum dimension shall be 5 feet.)	50 square feet/ dwelling unit	
Maximum parcel coverage	65%	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and Loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (H), (I), (J), (K) and (L) refer to the graphics following this Table.		

SECTION 68. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II

(Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-6 to read as follows:

TABLE 2-6

DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE I ZONING DISTRICT

DEVELOPMENT STANDARDS	***MU-I***	***NOTES***
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) For structures located on Ash Street, Birch Street, or Brea Boulevard, north of Imperial Highway, there is no minimum setback requirement. All other setbacks shall be measured from the structure face to the nearest property line. (3) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet. (4) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck. For structures located on Ash Street, Birch Street, or Brea Boulevard, the maximum structure height shall be 55 feet.
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses	12.1 to 50 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	3.00	
Minimum setbacks (2) front and street side along Ash Street, Birch Street, Brea Boulevard and Imperial Highway		
Single-story	5 feet (M)	
Second-story and above	10 feet (M)	
Front (3)	15 feet (N)	
Side (interior, each)	5 feet (O)	
Side, street (3)	15 feet (O)	
Side, adjoining, residential uses	10 feet (O)	
Rear	5 feet (P)	
Rear, adjoining nonresidential uses	10 feet (P)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (4)	100 feet	

Minimum common open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	
Minimum private open space for multi-family dwellings. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (M), (N), (O), and (P) refer to the graphics following this Table.		

SECTION 69. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-7 to read as follows:

TABLE 2-7 ***DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT***		
DEVELOPMENT STANDARDS	***MU-II***	***NOTES***
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.
Minimum parcel width (1)	None	
Minimum parcel depth (1)	None	
Minimum/maximum allowable density range for residential uses	6.1 to 40 du/acre	
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front (2)	15 feet (Q)	

Side (interior, each)	5 feet (R)	(3) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.
Side, street (2)	15 feet (R)	
Side, adjoining, nonresidential uses	10 feet (R)	
Rear	15 feet (S)	
Rear, adjoining nonresidential uses	20 feet (S)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (3)	60 feet	
Minimum common open space for multi-family units.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	
Minimum private open space for multi-family units. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (Q), (R), and (S) refer to the graphics following this Table.		

SECTION 70. Section 20.258.020 (General Development Standards for Mixed-Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by revising Table 2-8 to read as follows:

TABLE 2-8

DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT

DEVELOPMENT STANDARDS	MU-III	NOTES
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes. (2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet. (3) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.
Minimum parcel width (1)	50 feet	
Minimum parcel depth (1)	120 feet	
Minimum/maximum allowable density range for residential uses	6.1 to 14 du/acre (See Section 20.258 .030.A.4)	
Maximum floor area ratio (FAR) for nonresidential uses	1.00	
Minimum setbacks. Front and street side along Brea Boulevard and Imperial Highway	Stand alone residential not allowed on Brea Boulevard or Imperial Highway	
Front, other than Brea Boulevard or Imperial Highway (2)	15 feet (T)	
Side (interior, each)	5 feet (U)	
Side, street other than Brea Boulevard or Imperial Highway (2)	15 feet (U)	
Side, adjoining, nonresidential uses	10 feet (U)	
Rear	15 feet (V)	
Rear, adjoining nonresidential uses	20 feet (V)	
Parking area setbacks (front and street side). No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (3)	35 feet	

Minimum common open space for multi-family dwellings.(The minimum dimension shall be 15 feet.)	100 square feet/ dwelling unit	
Minimum private open space for multi-family dwellings. (The minimum dimension shall be 8 feet.)	75 square feet/ dwelling unit	
Maximum parcel coverage (not including parking decks)	65%	
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
NOTE: The letters (T), (U), and (V) refer to the graphics following this Table.		

SECTION 71. Subsection C of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Development standards generally. Mixed-use projects shall comply with the development standards in this paragraph in addition to the standards in paragraphs D through O, below.

1. Uses located in a single structure. For a mixed-use project where nonresidential and residential uses are located in a single structure, the density, floor area ratio (FAR), height of structures, parcel depth, parcel size, parcel width, and setbacks identified in Tables 2-3 through 2-8 shall apply.

2. Uses located in separate structures. For a mixed-use project where nonresidential uses and residential uses are located in separate structure(s), the following shall apply:

a. Nonresidential development.

(1) Tables 2-3, 2-4, and 2-5 (development standards for mixed use and nonresidential projects in the Mixed-Use I, Mixed-Use II, and Mixed-Use III zoning districts, respectively) shall apply.

b. Multi-family residential development.

(1) Tables 2-6, 2-7, and 2-8 (development standards for "stand-alone" residential projects in the Mixed-Use I, Mixed-Use II, and Mixed-Use III zoning districts, respectively) shall apply.

SECTION 72. Subsection D.3 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

3. Features.

a. Street level features. Long expanses of blank walls or an unbroken series of garage doors shall be prohibited.

b. Pedestrian-oriented features. At least seventy-five percent (75%) of the building frontage facing a public street or pedestrian way shall be devoted to pedestrian-oriented features (e.g., pedestrian entrances; landscaping; transparent display windows; windows affording views into retail, office, or lobby spaces, etc.). The review authority may reduce this percentage on a case-by-case basis.

c. Upper level features. Upper floor balconies, bays, and windows that overlook the street shall be provided whenever opportunities exist for such features.

d. Rooflines and setbacks. Projects shall provide a variety of roof designs as determined to be suitable by the Director.

e. Storefronts. The design of ground floor storefronts shall provide primary pedestrian access directly from the adjacent public street frontage, and include different setbacks and/or design features including, but not limited to, overhangs, awnings, and trellis, to visually differentiate the storefronts from other levels.

f. Entrances. When nonresidential and residential uses are located in the same structure, separate pedestrian entrances shall be provided for each use. The entrances for nonresidential uses shall be designed to visually distinct from the entrances for residential uses.

g. Visual relationship between multiple structures. Multiple structures on a single site shall be designed to create a strong visual relationship between and among the structures. Architectural treatment of structures shall be consistent on all sides.

h. Preservation of neighborhood character. The design of new infill development shall respect, complement, and be compatible with the scale, style, theme, and design of established structures and neighborhoods.

SECTION 73. Subsection E.1 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

1. Consistent with landscaping design guidelines. The landscaping of a mixed-use project shall be consistent with the requirements of Section 20.236.040.M of this Title.

SECTION 74. Subsection I.2 of Section 20.258.030 (Specific Development Standards for All Mixed-Use Projects) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

2. Separate or shared parking facilities. Parking facilities may be separate or shared for nonresidential uses and residential uses.

SECTION 75. Section 20.259.020 (Principal Uses Permitted) of Chapter 20.259 (Parks/Recreation/Open Space) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.259.020 PRINCIPAL USES PERMITTED.

Uses permitted in PRO-NOS and PRO-P/R Zones are contained in Chapter 20.11 of this title.

SECTION 76. Section 20.259.030 (Uses Subject to Conditional Use Permit Approval) of Chapter 20.259 (Parks/Recreation/Open Space) of Division II (Specific Zone

Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.259.030 USES SUBJECT TO CONDITIONAL USE PERMIT APPROVAL.

Uses permitted with a conditional use permit in PRO-NOS and PRO-P/R Zones are contained in Chapter 20.11 of this title.

SECTION 77. Section 20.261.020 (Permitted Uses) of Chapter 20.261 (Public Facilities) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.261.020 PERMITTED USES.

Uses permitted in PF Zone are contained in Chapter 20.11 of this title.

SECTION 78. Section 20.261.030 (Uses Subject to Conditional Use Permit Approval) of Chapter 20.261 (Public Facilities) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.261.030 USES SUBJECT TO CONDITIONAL USE PERMIT APPROVAL.

Uses permitted with a conditional use permit in PF Zone are contained in Chapter 20.11 of this title.

SECTION 79. Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by deleting Chapter 20.284 (Large Family Day-Care Homes).

SECTION 80. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it enacts omnibus zoning code amendments that will not have a significant effect on the environment. It is therefore exempt from California Environmental

Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 81. SEVERABILITY.

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

SECTION 82. EFFECTIVE DATE.

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

SECTION 83. CERTIFICATION.

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

PASSED, APPROVED, AND ADOPTED, this ___ day of _____, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 18th day of July, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the 15th day of August, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Adoption of Ordinance No. 1242 – ZONING ORDINANCE TEXT AMENDMENT No. 2023-02 (HOUSING ELEMENT IMPLEMENTATION PROGRAM CODE UPDATE)

RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Waive full reading and adopt Ordinance No. 1242 titled "An Ordinance of the City Council of the City of Brea Amending the Brea City Code by Adopting Zoning Ordinance Text Amendment No. 2023-02 (Housing Element Program Implementation Code Update) and Approving a CEQA Exemption Determination" (Attachment A).

BACKGROUND/DISCUSSION

The Housing Element is a State-mandated chapter of the Brea General Plan that describes, identifies, and analyzes the City's housing needs and addresses the maintenance and expansion of the housing supply to accommodate households that currently live and/or may live in Brea in an eight-year planning period. The current planning period is referred to as the 6 th Cycle, which covers the period between 2021 and 2029. The 6th Cycle Housing Element (Housing Element) received final adoption by the City Council on August 16, 2022, and certification from the State Department of Housing and Community Development (HCD) on September 8, 2022. As part of the ongoing implementation of the City's Housing Element, staff has identified a number of provisions in the Brea Code that require updates in order to implement the Housing Element Program #s 5, 6, 7, 8, 10, 15, and 17 related to increasing housing production and promoting affordability. The main goal for this code amendment is to implement the Housing Element programs.

On July 18, 2023, the City Council introduced Ordinance No. 1242 for the proposed ZOTA. The comprehensive staff report package from the July 18, 2023 City Council meeting can be accessed from the following link:
http://weblink.cityofbrea.net/WebLink/0/doc/153369/Page1.aspx

COMMISSION/COMMITTEE RECOMMENDATION

On June 13, 2023, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of ZOTA No. 2023-02.

FISCAL IMPACT/SUMMARY

The costs to process and implement the Project are included in the FY2023/2024 Community Development Department budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jessica Newton, Senior Planner
Concurrence: Jason Killebrew, Community Development Director

Attachments

A. Ordinance No. 1242

ORDINANCE NO. 1242

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA AMENDING THE BREA CITY CODE BY ADOPTING ZONING ORDINANCE TEXT AMENDMENT NO. ZOTA 2023-02 (HOUSING ELEMENT PROGRAM IMPLEMENTATION ZONING CODE UPDATE) AND APPROVING A CEQA EXEMPTION DETERMINATION

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. RECITALS.

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

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

(iii) On June 13, 2023, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment (ZOTA) No. 2023-02 and adopted its Resolution No. 2023-06, recommending approval by the City Council.

(iv) On July 18, 2023, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2023-02, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions to provide consistency with State law as specified in the 6th Cycle Housing Element programs, bringing the City further into compliance.

(v) Adoption of this Ordinance is consistent with the General Plan as it implements the General Plan by updating the Zoning Code to provide consistency with State law as specified in the 6th Cycle Housing Element programs, bringing the City further into compliance. The proposed amendments implement 6th Cycle Housing Element programs 5, 6, 7, 8, 10, 15, and 17 related to increasing housing production and promoting affordability and therefore is consistent with the General Plan.

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

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

B. **ORDINANCE:**

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

SECTION 2. Chapter 20.40 (Affordable Housing) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.40.010 PURPOSE.

The purpose of this Chapter is to expand the affordable housing stock in proportion with the overall increase in residential units by establishing standards and procedures that encourage the development of extremely low to moderate-income housing and to assist in meeting the City's regional share of housing needs and implementing the goals and objectives of the general plan, including the Housing Element, and any applicable specific plans. The goals of this Chapter are as follows:

A. To assure that the City is meeting its affordable housing goals by facilitating the production of dwelling units affordable to households of extremely low, very low, low, moderate, and workforce-income, and by providing funds for the development of extremely low, very low, low, moderate, and workforce-income housing;

B. To establish a means by which developers of residential projects can assist in increasing the supply of affordable housing. The affordable housing requirements

contained in this Chapter consider the impact of such requirements on housing construction costs and economic feasibility; and

C. To meet the current and future housing needs of the City by supporting the Housing Element goals of providing a range of dwelling units by type of unit, price, and location in the city and promoting equal access and opportunity to fair housing.

20.40.020 APPLICABILITY.

A. The requirements of this Chapter shall apply to any development project comprised of ten or more dwelling units or residential lots within the City of Brea, including new construction and condominium conversions. All affordable units required by this Chapter shall be sold or rented in compliance with this Chapter and the City's Guidelines implementing this Chapter.

B. For a development project that is comprised of less than ten dwelling units but is or appears to be a part of a larger residential project, the number of dwelling units proposed for the larger project as a whole shall be used to determine the applicability. The same standards shall apply to multi-phased residential projects.

20.40.030 DEFINITIONS.

ADJUSTED FOR HOUSEHOLD SIZE APPROPRIATE FOR THE UNIT. A household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, five persons in the case of a four-bedroom unit, six persons in the case of a five-bedroom unit, and seven persons in the case of a six-bedroom unit.

AFFORDABLE HOUSING COST. The total housing costs, paid by a qualifying household, which shall not exceed a specified fraction of their gross income, adjusted for household size appropriate for the unit as defined and periodically updated by California Health and Safety Code Section 50052.5 for owner-occupied housing, and the affordable rent and utilities for rental units as defined by California Health and Safety Code Section 50053, as applicable. For Workforce Housing, the calculation applicable to a moderate-income household shall apply.

AFFORDABLE HOUSING TRUST FUND. The in-lieu fees and any equity share payment collected as a result of requirements of this Chapter shall be deposited in the City's Affordable Housing Trust Fund to be used exclusively to develop and retain the supply of housing affordable to extremely low, very low, low, moderate, and workforce-income households.

AFFORDABLE UNIT. A dwelling unit that will be offered for sale or rent to an extremely low-income household, a very low-income household, a low-income household, a moderate-income household, or a workforce household at an affordable housing cost, in compliance with this Chapter.

AREA MEDIAN INCOME. The annual median gross income adjusted for household size in Orange County as determined by the United States Department of Housing and Urban Development (HUD), and published by the California Department of Housing & Community Development (HCD), in the California Code of Regulations, Title 25, Section 6932.

CONDOMINIUM CONVERSION. Converting an existing market rate condominium and/or apartments into affordable housing. Converted condominiums and apartments shall be offered for sale or rent to an extremely low-income household, a very low-income household, a low-income household, moderate-income household, or workforce-income household at an affordable housing cost, in compliance with this Chapter.

DENSITY BONUS. As defined in California Government Code Section 65915 et seq.

EXTREMELY LOW-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50079.5.

IN-LIEU FEES. A payment of a fee, pursuant to requirements of this Chapter, in-lieu of providing the required affordable units on site.

LAND DEDICATION. A dedication of land to the City in-lieu of constructing affordable units within the residential project, pursuant to the requirements of this Chapter.

LOW-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50079.5.

MARKET RATE UNIT. Dwelling unit in a residential development that can be purchased or rented at market rates. These units are not considered to be affordable units.

MODERATE-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50093.

OFFSITE CONSTRUCTION. The development of required number of affordable units at a site different than the site of the residential project.

PHASING PLAN. A detailed plan provided by a developer that outlines each segment or phase of construction including housing units and site improvements to be developed in a new residential project.

RESIDENTIAL PROJECT. A subdivision, a development project, and/or a condominium conversion project resulting in the creation of ten (10) or more residential lots or ten (10) or more residential dwelling units.

REHABILITATION. Improvement of a unit in substandard condition to a decent, safe, and sanitary level. Units are in substandard condition when, while they may be structurally sound, they do not provide safe and adequate shelter, and in their present condition endanger the health, safety, or well-being of the occupants.

TOTAL HOUSING COSTS. The total monthly or annual recurring expenses required of a household to obtain shelter. For a rental unit, total housing costs shall include the monthly rent payment and utilities paid by the tenant (excluding telephone and television). For an ownership unit, total housing costs shall include the mortgage payment (principal and interest), insurance, homeowners' association dues (if applicable), private mortgage insurance (if applicable), taxes, and utilities.

VERY LOW-INCOME HOUSEHOLD. As published and periodically updated by HCD pursuant to Health and Safety Code Section 50105.

WORKFORCE-INCOME HOUSEHOLD. Households whose income is between one hundred and twenty percent (120%) and one hundred and forty percent (140%) of the area median income for the Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area as published by the United States Department of Housing and Urban Development.

20.40.040 AFFORDABLE UNIT REQUIREMENTS.

A. All residential projects subject to the requirements of this Chapter shall provide affordable units as shown in Table 20.40.040.A:

TABLE 20.40.040.A
AFFORDABLE UNIT REQUIREMENTS FOR RESIDENTIAL PROJECTS

Option	Total Percentage of Affordable Units Required (minimum)[1]	Minimum Affordability Level of Required Units
1	5%	All required affordable units shall be sold or rented to extremely low-income households, at a cost affordable to such household.
2	10%	At least 7% of the total number of units in the residential project shall be sold or rented to very low-income households, at a cost affordable to such household.
3	15%	At least 10% of the total number of units in the residential project shall be sold or rented to low-income households, at a cost affordable to such household.
4	20%	At minimum, all required affordable units shall be sold or rented to moderate-income households, at a cost affordable to such household.
5	30%	At minimum, all the required affordable units shall be sold or rented to workforce-income households, at a cost affordable to such household.

[1]of the total number of units in the residential project.

B. An applicant may request to deviate from the number and affordability level provisions required by this Chapter if the proposed deviation provides substantially the same or greater level of affordability required and the same or greater number of affordable units required by this Chapter. Such request requires approval of a conditional use permit subject to the provisions of Section 20.408.030 of this title.

C. Affordable units required by this Chapter can be used to qualify for a density bonus under California Government Code section 65915 (State Density Bonus).

D. Notwithstanding any other provision of this Chapter, any residential project subject to this Chapter that results in the displacement of existing affordable unit(s) shall be required to replace each displaced affordable unit at the same or greater level of affordability of the existing unit, in addition to providing the minimum number of affordable units required by this Chapter.

E. Any fractional units will be rounded up to a whole unit.

20.40.050 ALTERNATIVES.

As an alternative to developing affordable units pursuant to this Chapter, an applicant may satisfy requirements of this Chapter through one of the following alternatives:

A. In-lieu Fees. Applicants may choose to comply with the requirements of this Chapter through payment of a fee, in-lieu of providing the required affordable units on site.

1. The method for calculation of the in-lieu fee per unit shall be determined by the following formula:

> The product of the square footage of the average size unit in the proposed development multiplied by the median price per square foot of a home in the City of Brea based on market rate home sales in the last quarter immediately prior to drafting of the affordable housing agreement,
>
> Minus
>
> The product of the square footage of the average size unit in the proposed development multiplied by the median cost per square foot to construct the respective type of unit as shown on the most recent edition of the Building Permit Valuation Table in use by the Building Department.

2. One-half of the in-lieu fees shall be paid prior to the issuance of a building permit for the project, with the remaining fees due prior to the issuance of a certificate of occupancy.

3. Fees collected in-lieu of developing affordable units pursuant to this Chapter shall be placed in the Affordable Housing Trust Fund.

B. Offsite Construction. At the discretion of the City, an applicant may satisfy the requirements of this Chapter by developing the required number of affordable units at a site different than the site of the residential project.

1. The applicant must demonstrate that development of affordable units offsite would better address the City's Housing Element goals and policies.

2. The number of units to be developed offsite shall be consistent with the requirements of this Chapter.

3. Offsite affordable units shall contain the same number of bedrooms, square footage, overall unit mix, appearance, finished quality, materials, and distribution as the non-affordable units in the project.

4. Offsite affordable units shall be developed concurrently with the main project and certificate of occupancy will be contingent on final approval and inspection of the affordable units.

5. Offsite affordable units shall be located within the City of Brea.

6. Offsite affordable units shall be subject to the same requirements, standards, and procedures as onsite affordable units.

C. Land Dedication. At the discretion of the City, an applicant may satisfy the requirements of this Chapter by dedicating land to the City in-lieu of constructing affordable units within the residential project.

1. The land to be dedicated must be free of any liens, and such land shall be conveyed to the City at no cost.

2. The applicant must disclose any and all encumbrances or easements on the title of the land, and all encumbrances and easements must be factored into the estimated value of the land dedication.

3. The land to be dedicated must have improvements required to accommodate housing, such as infrastructure and services.

4. The land to be dedicated must be free of any hazardous materials. If there were any hazardous materials previously contained on the site, the developer must provide evidence that full remediation was performed in accordance with all applicable law.

5. The General Plan and Zoning designations of the land to be dedicated must allow for multi-family residential use prior to dedication.

6. The applicant must demonstrate that development of affordable units on the land to be dedicated would be consistent with the Housing Element goals and policies and this Chapter, and not cause residential segregation.

7. The applicant must submit all pertinent information determined to be necessary by the City to evaluate the proposal.

D. Convert Existing Market Rate to Affordable Housing. At the discretion of the City, an applicant may satisfy the requirements of this Chapter through the acquisition and rehabilitation of existing market rate units in the City of Brea for conversion to affordable units.

1. Converted units shall be subject to the same requirements, standards, and procedures as onsite affordable units.

2. The rehabilitation of the existing market rate units to be converted to affordable units shall be completed prior to, or concurrently with the main housing project.

3. Converted units shall be retained as affordable units for forty-five (45) years or until sold or transferred with an equity share for owner-occupied units and fifty-five (55) years as to rental units. The affordability period begins upon the initial sale or rental of the unit.

4. The existing market rate units shall be substantially rehabilitated, as determined by the City.

5. The Affordable Housing Plan and Agreement as described in Section 20.40.090 shall provide a description of benefits to be offered to existing tenants, which for conversion of market rate housing units would include, but not be limited to, right of first refusal to remain in the unit, and any expected need for relocation of existing tenants. The applicant is responsible for providing relocation assistance.

20.40.060 INCENTIVES.

A. An applicant that meets the requirements of this Chapter by providing the required affordable units may request and the City shall grant the number of incentives identified in Table 20.40.060.A below.

TABLE 20.40.060.A NUMBER OF INCENTIVES BY LEVEL OF AFFORDABILITY		
Level of Affordability	**Number of Affordable Units[1]**	**Number of Incentives**
Extremely Low-Income	5% or more	4
Very Low-Income	At least 7%	2
	At least 10%	3
Low-Income	At least 10%	2
	At least 15%	3
Moderate-Income	At least 20%	2
Workforce-Income	At least 30%	2
Moderate-income or lower	100% (Exclusive of a manager's unit)	5
[1]of the total number of units in the residential project		

1. The City may grant additional incentives at the City's discretion, if the applicant demonstrates that such additional incentive will result in identifiable and actual cost reductions or avoidance. Such request shall be considered by the Community Development Director.

B. An applicant for a residential project providing affordable units as required by this Chapter may request the following incentives, subject to number of incentives allowed per Table 20.40.060.A:

TABLE 20.40.060.B TYPES OF INCENTIVES AND REVIEW AUTHORITY		
Incentives	Review Authority	Special Provisions
Modification to development standards specified in this Title	Community Development Director	• Such modification shall not exceed 30 percent of the required development standards. • Each modification of a specific development standard requested under this subsection shall be counted as one (1) incentive.
Deferral of Developer Impact Fee Payments	Community Development Director	Such deferred impact fees shall be fully paid prior to the issuance of a certificate of occupancy.
Application Assistance for public funds (i.e., tax credit, rent subsidies, bond financing, community development block grants)	Community Development Director	-

Partial waiver of required development fees	City Council	-
Reasonable alternatives	Planning Commission	City Council approval required if the requested alternative has budgetary implication to the City

C. If the residential project subject to this Chapter is also utilizing State Density Bonus provisions, such project is eligible to request the number and types of incentives allowed in this Chapter and by State Density Bonus provisions.

D. At the discretion of the City Council, the City may offer a financial incentive using funds from the Affordable Housing Trust Fund to offset affordable housing development costs. Applicants requesting financial assistance shall include a detailed analysis demonstrating economic infeasibility to develop the affordable units.

20.40.070 EXEMPTIONS.

The provisions of this Chapter shall not apply to the following:

A. Residential projects that obtain all required Administrative, Legislative, and/or Quasi-Judicial approvals (as specified in this Title) prior to the adoption of this Chapter.

B. Reconstruction of structures which have been damaged by fire, flood, wind, earthquake, or other unforeseen force, as determined by the Community Development Director, if the reconstruction cost is less than 50% of the assessed value.

C. Residential projects that are exempt from this Chapter by State or federal law.

D. Units approved as Accessory Dwelling Units or Junior Accessory Dwelling units.

E. Units approved as Two-Unit Developments or through an Urban Lot Split.

20.40.080 STANDARDS AND PROCEDURES.

The applicant of a project subject to the provisions of this Chapter must submit an Affordable Housing Plan with a phasing plan which shall indicate the scheduling and phasing of construction of the required affordable units. The Affordable Housing Plan requirements can be found in Section 20.40.090. Additionally, projects pursuant to this Chapter must comply with the following standards.

A. All affordable units in a residential project or phases of a residential project shall be constructed prior to the issuance of a certificate of occupancy for the project or phase of the project.

B. All affordable units shall be reasonably dispersed throughout the project site unless approval for an off-site location has been granted per Section 20.40.050.B.

C. The affordable units shall contain the same number of bedrooms and bedroom size as the market rate units in the project. The unit mix for bedroom count shall be proportional to the unit mix of market rate units in the project.

D. The materials and finished quality of the affordable units shall be comparable to those in market rate units.

E. Affordable units shall have the same access to amenities as the market-rate units, including common spaces, parking, laundry rooms, fitness centers, and other facilities in the residential development.

F. Affordable units required under this Chapter shall be retained as affordable units as follows:

1. For sale units: Forty-five (45) years or until sold or transferred with an equity share, whichever occurs first.

2. Rental units: Fifty-five (55) years.

G. The affordability period begins upon the initial sale or rental of the unit.

20.40.090 AFFORDABLE HOUSING PLAN AND AGREEMENT.

A. Affordable Housing Plan.

1. An application for a residential development shall include an Affordable Housing Plan describing how the development will comply with the provisions of this Chapter. The Community Development Director or their designee is the reviewing authority for reviewing and approving an Affordable Housing Plan. No application for a residential development may be deemed complete unless an Affordable Housing Plan is submitted in conformance with this Chapter. The City has the ability to attach conditions of approval to an Affordable Housing Plan, if determined necessary.

2. An approved Affordable Housing Plan may be amended prior to issuance of any building permit for the residential development or project phase. A request for a minor modification may be granted by the Community Development Director or their designee if the modification is in substantial compliance with the original Affordable Housing Plan and conditions of approval. If significant modifications are requested, a new Affordable Housing Plan may be required.

3. An Affordable Housing Plan shall include, but not be limited to, the following:

a. The number of affordable units proposed, with calculations;

b. The proposed location of the affordable units;

c. Level of affordability for affordable units;

d. The unit square footage, and number of bedrooms for market rate and affordable units and tenure (ownership or rental);

e. Amenities and services provided, such as common spaces, parking, laundry rooms, fitness centers, and other facilities in the residential development;

f. Construction schedule for all units;

g. Alternatives requested, if applicable;

h. Incentives requested, if applicable; and

i. Evidence to justify any requested alternative or incentive, if applicable.

B. Affordable Housing Agreement.

1. An applicant shall enter into an Affordable Housing Agreement with the City in a form acceptable to the City Attorney, and executed by the City Manager or their designee, to ensure that all the requirements of this Chapter are satisfied. The Affordable Housing Agreement shall be recorded against the residential development prior to final subdivision map approval, or, where a subdivision map is not being processed, prior to issuance of any building permits, with the exception of demolition permits for such parcels or units. The agreement shall be recorded with the office of the Orange County Recorder. The Affordable Housing Agreement shall be binding on the applicant and all future owners and successors in interest thereof.

2. The Affordable Housing Agreement shall include all information requested in the Affordable Housing Plan and any other provisions necessary to ensure that the requirements of this Chapter are satisfied.

3. The Affordable Housing Agreement shall include provisions for resale restrictions, monitoring affordability of the units, and the eligibility of potential purchasers or renters.

4. An Affordable Housing Agreement is not required for residential development which will comply with the requirements of this Chapter through payment of an in-lieu fee.

20.40.100 ENFORCEMENT.

A. The Community Development Director, or their designee, may suspend, revoke, or deny any building permit or other approval upon finding a violation of any provision of this Chapter. The provisions of this Chapter shall apply to all owners, agents, and successors of an applicant proposing a project. No entitlement approval, grading permit, building permit or certificate of occupancy shall be issued if it is found in noncompliance with the provisions of this Chapter.

B. Any individual or entity who sells or rents an affordable unit in violation of the provisions of this Chapter shall be required to forfeit all monetary gains obtained through noncompliance. Recovered funds shall be deposited into the Affordable Housing Trust Fund.

C. Selling or renting an affordable unit in violation of the provisions of this Chapter is a violation of the City Code. The City may use any appropriate legal actions or proceedings necessary to ensure compliance with this Chapter, including but not limited to:

1. Actions to revoke, suspend, or deny any grading permit, building permit, certificate of occupancy, or discretionary approval.

2. Any other action, civil or criminal, authorized by law or by any regulatory document, restriction, or agreement in this Chapter.

D. The City shall be entitled to recover its reasonable attorney's fees and costs.

20.40.110 AFFORDABLE HOUSING TRUST FUND.

The in-lieu fees and any equity share payment collected as a result of requirements of this Chapter shall be deposited in the City’s Affordable Housing Trust Fund to be

used exclusively to develop and retain the supply of housing affordable to extremely low, very low, low, and moderate-income households. The City shall provide ongoing implementation programs utilizing funds deposited in the Affordable Housing Trust Fund for the benefit of extremely low, very low, low, and moderate-income households.

20.40.120 GUIDELINES.

The City Council shall adopt by resolution the Guidelines for the implementation and enforcement of this Chapter. It is the intent of the City Council that the Guidelines shall have the full force and effect of the law and shall be adhered to in full.

SECTION 3. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.52 to read as follows:

CHAPTER 20.52 (ACCESSORY DWELLING UNITS)

20.52.010 INTENT AND PURPOSE.

The City recognizes the importance of livable housing and an attractive, suitable living environment for all residents. The State Legislature has declared that Accessory Dwelling Units and Junior Accessory Dwelling Units are a valuable form of housing in California. It is the intent of the City to permit all types of accessory dwelling units in all areas zoned to allow single-family, multi-family and mixed-use residential, in conformance with State law, and subject to standards that will ensure the units contribute to a suitable living environment for people of all ages and economic levels, while preserving the integrity and character of residential neighborhoods. It is not the intent of this section to override lawful use restrictions as may be set forth in conditions, covenants and restrictions or similar instruments.

20.52.020 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply.

A. ACCESSORY DWELLING UNIT. Same definition as specified in Section 20.00.070.B of this title.

B. ACCESSORY DWELLING UNIT, JUNIOR is also referred to as “Junior Accessory Dwelling Unit” in this Chapter. Same definition as specified in Section 20.00.070.B of this title.

C. EFFICIENCY KITCHEN. A room or an area within a room used, or intended or designed to be used, for cooking or the preparation of food that includes at minimum a sink, a cooking facility, a food preparation counter, and storage cabinets.

D. MAJOR TRANSIT STOP OR A HIGH-QUALITY TRANSIT CORRIDOR. A location defined in Section 21155 of the Public Resources Code.

E. SANITATION FACILITY. A room that includes a toilet compartment, sink with hot and cold-water taps, and shower or bathtub.

20.52.030 APPLICABILITY.

Any construction, establishment, alteration, enlargement, or modification of an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit shall comply with the requirements of this Chapter and the City's Building and Fire codes. An accessory dwelling unit or Junior Accessory Dwelling Unit that conforms to the standards of this chapter shall not be:

A. Deemed to be inconsistent with the General Plan designation and zone for the parcel on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is located.

B. Deemed to exceed the allowable density for the parcel on which the Accessory Dwelling Unit is located.

20.52.040 DEVELOPMENT STANDARDS.

A. Permitted Locations. An Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be allowed if the existing lot and dwelling meet the following requirements:

1. Accessory Dwelling Unit or Junior Accessory Dwelling Unit is allowed in the zone in which it is proposed.

2. The lot on which the Accessory Dwelling Unit or Junior Accessory Dwelling Unit is proposed to be established shall contain at least one existing or proposed permanent main dwelling unit.

B. Number of Units Per Lot.

1. Properties with a proposed or existing single-family dwelling.

a. One Accessory Dwelling Unit that is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure;

b. One detached, newly constructed Accessory Dwelling Unit; and

c. One Junior Accessory Dwelling Unit.

2. Properties with a proposed or existing multi-family dwelling.

a. One interior Accessory Dwelling Unit or up to twenty-five (25) percent of the existing units, whichever is higher; and

i. Interior Accessory Dwelling Unit means an Accessory Dwelling Unit that is created by converting portions of existing multi-family dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements or garages.

ii. When calculating the required number of allowed accessory dwelling units, any fractions of units shall be rounded to the next larger whole number.

b. Up to two detached Accessory Dwelling Units.

C. The following development standards contained in Table 20.52.040.A (Accessory Dwelling Unit Development Standards) apply based on the type of unit and the applicable development standards. All accessory dwelling units are required to comply with all applicable standards:

Table 20.52.040.A: Accessory Dwelling Unit Development Standards			
	Accessory Dwelling Unit, Junior	**Accessory Dwelling Unit**	
		Attached	**Detached**
Minimum Unit Size	150 square feet	150 square feet	
Maximum Unit Size	500 square feet Note: Up to 150 square feet may be added to an existing primary dwelling unit to accommodate ingress or egress, but the unit size for the Junior Accessory Dwelling Unit shall not exceed 500 square feet.	No more than 50 percent of the existing primary dwelling unit square footage, or 1,200 square feet, whichever is less.	1,200 square feet
		Note: If an Accessory Dwelling Unit is created by converting an existing space, there is no maximum unit size requirement. Such conversion may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing structure if the expansion is for the sole purpose of accommodating ingress and egress to the converted area.	
Maximum Site Coverage	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	
Maximum Rear Yard Coverage	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	
Minimum Outdoor Living Space	The standards of the underlying zone shall apply	≤ 800 sq. ft.: No maximum > 800 sq. ft.: The standards of the underlying zone shall apply	

Minimum Setbacks	The standards of the underlying zone shall apply	Front – The standards of the underlying zone shall apply Side – 4 feet Rear – 4 feet Notes: • A detached Accessory Dwelling Unit shall be located no closer than the front-most building wall of the primary dwelling unit • No additional building setback shall be required for an Accessory Dwelling Unit that is created by conversion of an existing space, such as primary dwelling unit, garage, accessory structure, if the Accessory Dwelling Unit is created in the same location and to the same dimensions as an existing structure. • Front yard setback may be reduced if applying the standards of the underlying zone prevents creation of an 800 square-foot unit.	
Maximum Structural Height	The standards of the underlying zone shall apply	25 feet or the standards of the underlying zone, whichever is lower Note: If an Accessory Dwelling Unit is attached to the second floor of the primary dwelling unit, the maximum height shall be the height of the existing primary dwelling unit	16 feet maximum Note: If the Accessory Dwelling Unit is located on a lot with an existing or proposed multi-family dwelling that is multi-story, or located within ½ mile walking distance of a major transit stop or a high-quality transit corridor, the maximum height shall be 18 feet.

<table>
<tr><td>Minimum Distance Between Buildings</td><td>Not Applicable</td><td>Not Applicable</td><td>Minimum 10 feet between the main dwelling unit and the detached Accessory Dwelling Unit

Note: No additional building separation is required for an existing garage or an existing accessory building that is converted to an accessory dwelling unit</td></tr>
<tr><td>Access</td><td>Must have independent entrance from the exterior into the Junior Accessory Dwelling Unit
If the unit shares sanitation facility with the primary dwelling, the unit must also include an interior access to the primary dwelling</td><td colspan="2">Must have independent entrance from the exterior into the Accessory Dwelling Unit</td></tr>
<tr><td>Minimum Kitchen Requirements</td><td colspan="3">Efficiency Kitchen</td></tr>
<tr><td>Sanitation Facility</td><td>May share Sanitation Facility with main dwelling unit or have separate Sanitation Facility</td><td colspan="2">Must have separate Sanitation Facility</td></tr>
<tr><td>Minimum Parking Requirements</td><td colspan="3">As specified in Section 20.08.040.D. of this title.</td></tr>
</table>

D. Unit Size Calculation. When calculating the unit size, non-livable space attached to any accessory dwelling units, including, but not limited to, attached garages, porches, patios, overhangs, and balconies shall not be included.

E. Design Standards. The following design standards shall apply to all types of accessory dwelling units:

1. Addressing: Address numerals of all dwelling units on the lot shall be displayed clearly visible from the street or displayed in a building directory.

2. Windows and Doors:

a. Windows and doors of the new unit shall not have a direct line of sight to a neighboring residential property unless the windows and doors are existing or they are properly screened by fencing, landscaping, or privacy glass.

b. If an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit is located within a single-family zoning district, new doors shall not open on the same elevation as the main entrance door to the primary dwelling, except for detached structures and conversion of an existing door opening to an entry door.

3. Staircases: If an Accessory Dwelling Unit or a Junior Accessory Dwelling Units is located within a single-family zoning district, new stairways shall be completely enclosed as part of the interior of the structure, except for conversion/modification of an existing exterior stairway.

4. Architecture:

a. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

b. The new unit shall match the building architecture, exterior materials, finishes, and color of the primary dwelling unit.

F. Attached Accessory Structures. All accessory structures attached to an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit, including but not limited to, patio covers, porches, garages, and balconies, shall comply with requirements of the underlying zone.

G. Emergency Access. Adequate access by emergency services to all dwelling units, including any Accessory Dwelling Unit or and Junior Accessory Dwelling Unit shall be provided.

H. Fire Sprinklers. The installation of fire sprinklers shall not be required in an Accessory Dwelling Unit or Junior Accessory Dwelling Unit if sprinklers are not required for the primary dwelling unit. The construction of an Accessory Dwelling Unit shall not trigger a requirement for fire sprinklers to be installed in the existing multi-family dwelling.

I. Nonconforming Conditions. The correction of a physical improvement on a lot that does not conform with the City's current zoning standards is not required in order to establish an Accessory Dwelling Unit or a Junior Accessory Dwelling Unit on such lot.

J. Code compliance. All accessory dwelling units shall comply with all applicable Fire and Building Codes.

K. Short Term Rentals Prohibited. Dwelling units shall not be rented for less than 30 consecutive days at a time.

L. Any proposed Junior Accessory Dwelling Unit that does not conform to requirements of subsection 20.52.040.E or Accessory Dwelling Unit that does not conform to the maximum unit size specified in Table 20.52.040.A and/or requirements of subsection 20.52.040.E may be considered by the City through a Certificate of Compatibility process pursuant to Section 20.408.050 of this Title.

20.52.050 OWNER OCCUPANCY REQUIREMENTS.

A. Accessory Dwelling Units and Junior Accessory Dwelling Units shall not be sold or owned separately from the primary dwelling unit.

B. Any Junior Accessory Dwelling Unit and Accessory Dwelling Unit that is used as a rental unit must be rented for no less than 30 consecutive days at any time.

C. Junior Accessory Dwelling Units. If the property contains a Junior Accessory Dwelling Unit, the legal owner of such property must occupy one of the residential dwellings on the property as that person's legal domicile and permanent residence as long as the Junior Accessory Dwelling Unit exists on the property.

D. Accessory Dwelling Units.

1. Accessory dwelling units that are issued a building permit before January 1, 2025 shall not be subject to any owner-occupancy requirement.

2. Accessory dwelling units that are issued a building permit on or after January 1, 2025 shall be subject to an owner-occupancy requirement. The legal owner of such property must occupy one of the residential dwellings on the property as that person's legal domicile and permanent residence as long as the Accessory Dwelling Unit exists on the property.

E. The legal owner of a property with a Junior Accessory Dwelling Unit or an Accessory Dwelling Unit subject to the owner occupancy requirements as specified in subsections C and D.2 of this Section shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building permit for such Accessory Dwelling Unit or Junior Accessory Dwelling Unit, which shall include the following requirements and any other provisions required by state law:

1. The Accessory Dwelling Unit (or Junior Accessory Dwelling Unit) may not be sold, transferred, or assigned separately from the primary residential dwelling unit;

2. The Accessory Dwelling Unit (or Junior Accessory Dwelling Unit) may not be rented for a period of less than thirty (30) consecutive days;

3. If the property contains a Junior Accessory Dwelling Unit, the Junior Accessory Dwelling Unit shall be a legal unit and may be used as habitable space, only so long as either the main dwelling unit, or the Junior Accessory Dwelling Unit, is occupied by the owner of record of the property, unless state law is amended to prohibit local agencies from requiring owner-occupancy; and

4. Such restrictions shall run with the land and be binding upon all future owners, and lack of compliance may result in legal action against the property owner to compel compliance with this code. The covenant shall be recorded in the official records of Orange County, and a copy of the covenant shall be filed with the office of the City Clerk.

20.52.060 ACTION ON AN APPLICATION.

A. The application for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit shall be reviewed ministerially through the City's Building Permit Plan Check process, without any discretionary review or hearing. If the City determines that the application and evidence submitted show that the Accessory Dwelling Unit or Junior Accessory Dwelling Unit will comply with the requirements of this Section, the application shall be approved as follows:

1. If the application is for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit on a lot with an existing single-family or multi-family dwelling, the City shall either approve or deny the application within 60 days from the date the City receives a completed application.

a. The applicant may request a delay of a City approval or denial. In such case, the 60-day time period shall be tolled for the period of the requested delay.

2. If the application is for an Accessory Dwelling Unit or Junior Accessory Dwelling Unit or Junior Accessory Dwelling Unit proposed in conjunction with a new single-family or multi-family dwelling, the City may delay either approving or denying the application until the City either approves or denies the permit application for the new single-family or multi-family dwelling.

B. Fees. All applications for accessory dwelling units must be accompanied by the required application fee.

SECTION 4. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Chapter 20.56 to read as follows:

Chapter 20.56 (Two-unit Developments and Urban Lot Splits)

20.56.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to provide objective zoning standards for Two-Unit Developments and Urban Lot Splits within single-family residential zones, to

implement the provisions of state law as reflected in Government Code Section 65852.21 et seq. and Section 66411.7 et seq., and to facilitate the development of new residential dwelling units consistent with the City's General Plan and ensure sound standards of public health and safety. If there are any conflicts between this chapter and California Government Code Sections 65852.21, 66411.7, and 66452.6, then the State law preempts any local law.

20.56.020 DEFINITIONS.

For the purposes of this Chapter, the following words, terms, and phrases shall have the following meanings:

ACCESSORY DWELLING UNIT. Same definition as specified in Section 20.00.070.B of this title.

ACCESSORY DWELLING UNIT, JUNIOR. Same definition as specified in Section 20.00.070.B of this title.

INDIVIDUAL PROPERTY OWNER. A natural person holding fee title individually or jointly in the person's own name or a beneficiary of a trust that holds fee title. "Individual property owner" does not include any corporation or corporate person of any kind (partnership, limited partnership, limited liability company, C corporation, S corporation, etc.) except for a community land trust (as defined by Revenue and Taxation Code Section 402.1(a)(11)(C)(ii)) or a qualified nonprofit corporation (as defined by Revenue and Taxation Code Section 214.15).

SINGLE-FAMILY RESIDENTIAL ZONE. A single-family residential zone includes the R-1 (Single-Family Residential District), E4 (Residential Estate District), and RA (Residential Agricultural) zoning districts and any property within a Specific Plan area or PC District (Planned Community District) area where a single-family dwelling is a permitted use, but a duplex, triplex, or multiple-family dwelling is not a permitted or conditionally permitted use.

TWO-UNIT DEVELOPMENT. Same definition as specified in Section 20.00.070.B of this title.

URBAN LOT SPLIT. The ministerial review of a tentative parcel map and the subsequent final parcel map to subdivide one (1) lot into two (2) lots within a single-family residential zone or within a specific plan development area implementing a single-family residential zone pursuant to California Government Code Section 66411.7.

20.56.030 TWO-UNIT DEVELOPMENTS AND URBAN LOT SPLIT APPLICABILITY.

A proposed housing development containing no more than two dwelling units within a single-family residential zone or within a specific plan development area implementing a single-family residential zone, and/or a parcel map for an urban lot split, shall be considered through ministerial review, without discretionary review or a hearing, if the

proposed two-unit development and/or urban lot split meet all of the following requirements:

A. The proposed development shall not be located on any lot identified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of California Government Code Section 65913.4, unless the development satisfies the requirements specified therein. Such sites include, but are not limited to, prime farmland, wetlands, high or very high fire hazard severity zones, special flood hazard areas, regulatory floodways, and lands identified for conservation or habitat preservation as specifically defined in Government Code Section 65913.4.

B. Notwithstanding any provision of this Section, the proposed housing development would not require demolition or alteration of any of the following types of housing:

1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

3. A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

4. Housing that has been occupied by a tenant in the last three years.

C. The development is not located within a historic district or property included on the National Register of Historic Places, Buildings, or Structures; the California State Resources Inventory; the Orange County Historic Register; or the Brea Historic Resources Register.

D. The parcel has not been established through prior exercise of an urban lot split as provided for in this Section.

E. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Government Code Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

20.56.040 TWO-UNIT DEVELOPMENTS.

The following standards and criteria shall apply to all proposed residential units permitted under this article. Notwithstanding these requirements, all residential lots zoned for single-family use shall be permitted to construct up to two dwelling units which are at least, but no more than, 800 square feet in floor area.

Two-unit developments must meet all the following requirements:

A. The following development standards contained in Table 20.56.040.A (Two-Unit Development Standards) apply:

Table 20.56.040.A Two-Unit Development Standards		
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.	
Maximum Number of Units	2 dwelling units developed in accordance with this Section. Note: The maximum number of units does not include the potential for one (1) accessory dwelling unit and one (1) junior accessory dwelling unit per lot.	
Minimum Unit Size	150 square feet	
Maximum Unit Size	800 square feet Note: No maximum unit size shall be required for a two-unit development that is created by conversion of an existing space, such as primary dwelling unit, garage, accessory structure, if the dwelling unit is created in the same location and to the same dimensions as an existing structure.	
Setbacks	Front – The standards of the underlying zone shall apply Side – 4 feet Rear – 4 feet Note: At the discretion of the City Planner, the front setback may be reduced if an applicant can demonstrate that reduced front setback is necessary to construct an 800 sq. ft. unit.	
Building Height	Attached to existing main dwelling: The standards of the underlying zone shall apply.	Detached or new construction: The maximum height is 16 feet. Note: At the discretion of the City Planner, additional building height may be permitted up to the height limit of the underlying zone if an application can demonstrate that additional height is necessary to construction an 800 sq. ft. unit.

Distance Between Buildings	Attached to existing main dwelling: Not Applicable	Detached: 10 feet Notes: No additional building separation is required for an existing accessory building that is converted to dwelling unit for the purposes of this Section. At the discretion of the City Planner, the distance between buildings may be reduced if an application can demonstrate that less space is necessary to construct an 800 sq. ft. unit.
Access	Must have independent entrance from the exterior.	
Parking	As specified in Section 20.08.040.D. of this title.	
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note: At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if the applicant can demonstrate that such deviation is necessary to construct an 800 sq. ft. unit.	

B. Unit Size Calculation. When calculating units site coverage, non-livable space attached to the units, including, but not limited to, attached garages, porches, patios, overhangs, and balconies shall not be included.

C. Design Standards. The following design standards shall apply to two-unit developments:

1. Addressing: Address number of all dwelling units on the lot shall be displayed clearly visible from the street. Where a unit address on the front of a building cannot be viewed from the street or displayed in a building directory.

2. Windows and Doors:

a. Windows and doors of all dwelling units shall not have a direct line of sight to a neighboring residential property unless the windows and doors are existing or they are properly screened by fencing, landscaping, or privacy glass.

b. No new doors on the same front or street side elevation as the existing main entrance door, except for detached structures and conversion of an existing door opening to an entry door.

3. Staircases: New stairways shall be completely enclosed as part of the interior of the structure, except for conversion/modification of an existing exterior stairway.

4. Architecture:

a. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.

b. The design of the housing development shall match the primary dwelling (if one exists) and be compatible with the surrounding neighborhood to the greatest extent feasible.

5. Foundation: New dwellings for the purposes of this Section shall be constructed upon a permanent foundation.

D. Code compliance. Two-unit developments shall comply with all applicable Fire and Building Codes.

E. Utilities. Two-unit developments shall have separate utility connections and separate utility meters.

F. Short Term Rentals Prohibited. Dwelling units shall not be rented for less than 30 consecutive days at a time.

G. Deed Restriction. The legal owner of a property improved with a two-unit development shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building, that does each of the following:

1. Expressly prohibits any rental of a dwelling on the property for a period less than thirty (30) consecutive days.

2. Expressly prohibits any non-residential use of the lot.

3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any other common interest development within the lot.

4. If the lot does not undergo an urban lot split; Expressly requires the individual property owners to live in one (1) of the dwelling units on the lot as the owners' primary residence and legal domicile.

5. Limits development of the lot to dwelling units that comply with the requirements of this Section, except as required by state law.

H. Associated Permits. If an application for a two-unit development triggers the requirement for a discretionary or ministerial permit other than an urban lot split and/or a building permit, those associated permits must be applied for and obtained prior to application for an urban lot split permit.

20.56.050 URBAN LOT SPLIT.

The provisions of this Section apply to the processing of parcel maps for urban lot splits pursuant to California Government Code Section 66411.7 and Chapter 20.56 of this Code.

Urban lot splits must meet all the following requirements:

A. The following development standards contained in Table 20.56.040.B (Urban Lot Split Standards) apply:

Table 20.56.050.B Urban Lot Split Standards	
Required Zoning Designation	Permitted within single-family residential zones or within a specific plan development area implementing a single-family residential zone.
Maximum Number of Units	2 dwelling units developed in accordance with this Section. Notes: Lots created from implementing the provisions of the Urban Lot Split shall not be eligible for more than two dwelling units per lot.
Minimum Lot Size	The size of the new lot shall be at least 40% of the existing lot prior to the Urban Lot Split. Notes: In no instance shall the new lots be less than 1,200 sq. ft.
Lot Frontage	All lots shall have frontage directly onto a public or private street, excluding alleys.
Lot Width	All lots shall have a minimum lot width of 24 feet abutting a street.
Setbacks	No setbacks are required for a legally permitted existing structure. New construction shall comply with the requirements of Table 20.56.040.A.
New Units	All new Two-Unit Development units constructed after the implementation of an Urban Lot Split shall comply with the requirements of Table 20.56.040.A.
Parking	As specified in Section 20.08.040.D. of this title.
General Development Standards	Unless otherwise indicated in this Section, the standards of the underlying zone shall apply. Note:

Table 20.56.050.B Urban Lot Split Standards	
	At the discretion of the City Planner, deviations from the standards of the underlying zone may be considered if it is necessary to construct an 800 sq. ft. unit.

B. No prior urban lot split.

1. The parcel has not been established through prior exercise of an urban lot split.

2. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner may subdivide an adjacent parcel using an urban lot split as provided in this Section.

C. Map act compliance. An urban lot split shall comply with all applicable objective requirements of the Subdivision Map Act unless otherwise specified in this article or in state law.

D. Easements. No dedications of rights-of-way or construction of off-site improvements shall be required for the parcels being created. However, the City may require easements for the provision of public services and facilities when considering an application for a parcel map for an urban lot split.

E. Code compliance. Urban lot splits shall comply with all applicable Fire and Building Codes.

F. Utilities. Two-unit developments shall have separate utility connections and separate utility meters.

G. Short Term Rentals Prohibited. Dwelling units shall not be rented for less than 30 consecutive days at a time.

H. Notice to Adjoining Property Owners. Prior to final map recordation, the property owner shall provide a notarized authorization that written notice was provided to all the owners, as shown on the last adopted tax roll of Orange County, of property adjoining the subject property or any contiguous property in the same ownership as the subject property. Such notice shall contain the location of the properties, notice that construction has been authorized, and contact information for the Building & Safety Department and project manager.

I. Deed Restriction. The legal owner of an urban lot split property shall record a covenant in a form satisfactory to the City Attorney within thirty (30) days following the issuance of a building permit for a SB 9 housing development, that does each of the following:

1. Expressly prohibits any rental of any dwelling unit on the property for a period less than thirty (30) consecutive days.

2. Expressly prohibits any non-residential use of the lots created by the urban lot split.

3. Expressly prohibits any separate conveyance of a primary dwelling on the property, any separate fee interest, and any other common interest development within the lot.

4. States that:

a. The lot is formed by an urban lot split and is therefore subject to the City's urban lot split regulations, including all applicable limits on dwelling size and development.

b. Development on the lot is limited to development of housing under this Section, except as required by State law.

J. Associated Permits. If an application for an urban lot split triggers the requirement for a discretionary or ministerial permit other than an urban lot split and/or a building permit, those associated permits must be applied for and obtained prior to application for an urban lot split permit.

SECTION 5. Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development code) of the Brea City Code is amended by adding a new Chapter 20.66to read as follows:

CHAPTER 20.66: EMERGENCY SHELTER

20.66.010 INTENT AND PURPOSE.

The intent and purpose of this Chapter is to provide objective zoning standards for emergency shelter facilities, in accordance with State law and the City's adopted housing element. In accordance with State law, local governments have a responsibility to provide adequate sites for emergency shelters that serve unhoused individuals and families. This Chapter is intended to allow for the development of emergency shelter facilities in specific zoning districts.

20.66.020 APPLICABILITY.

Emergency shelter establishments, as defined in Section 20.00.070.B of this Title, are permitted as set forth in Table 20.11.020.A. subject to the requirements contained in this Chapter.

20.66.030 DEVELOPMENT CRITERIA.

Emergency shelters shall comply with the standards of this Section.

A. Stays at the facility shall be on a first-come first-served basis with clients only on-site and admitted to the facility between 6:00 p.m. and 8:00 a.m. during pacific daylight time and 5:00 p.m. and 8:00 a.m. during pacific standard time. Clients must vacate the facility by 8:00 a.m. and have no guaranteed bed for the next night.

B. Maximum stay at the facility shall not exceed one hundred twenty (120) days in a three hundred sixty-five (365) day period.

C. Facility location shall be within a half (1/2) mile radius from an OCTA bus stop, as measured from the property line.

D. A minimum distance of three hundred (300) feet shall be maintained from any other emergency shelter, any residentially zoned property and any public or private school, as measured from the property line.

E. A minimum of one (1) staff member per fifteen (15) beds shall be awake and on duty when the facility is open.

F. Minimum parking requirements are as specified in Section 20.08.040.D. of this Title.

G. Bike rack parking shall also be provided by the facility.

H. Exterior lighting shall be provided for the entire outdoor area of the site consistent with the provisions of subparagraph 20.08.40.C.5.b.

I. A waiting area shall be provided which contains a minimum of ten (10) square feet per bed provided at the facility. The waiting area shall be in a location not adjacent to the public right-of-way, shall be visually separated from public view by minimum six (6) foot tall visually screening mature landscaping or a minimum six (6) foot tall decorative masonry wall, and shall provide consideration for shade/rain provisions.

J. Any outdoor storage, including, but not limited to, items brought on-site by clients for overnight stays, shall be screened from public view. Any outdoor storage areas provided shall be screened from public view by minimum six (6) foot tall visually screening mature landscaping or a minimum six (6) foot tall decorative masonry wall.

K. Facility improvements shall comply with Title 15, Division I and Title 16 of the Brea Municipal Code, specific to the establishment of dormitories and shall additionally provide:

1. A minimum of one (1) toilet for every eight (8) beds per gender;

2. A minimum of one (1) shower for every eight (8) beds per gender; and

3. Private shower and toilet facility for each area designated for use by individual families.

L. An operational plan shall be provided for the review and approval of the Development Services Director. Plans may be required to address additional specific needs as identified by the Director. The approved operational plan shall remain active throughout the life of the facility. At a minimum, the plan shall contain provisions addressing the topical areas outlined below:

1. Security and safety - addressing both on and off-site needs, including provisions to address the separation of male/female sleeping areas as well as any family areas within the facility;

2. Loitering control - with specific measures regarding off-site controls to minimize the congregation of clients in the vicinity of the facility during hours that clients are not allowed on-site;

3. Management of outdoor areas - including a system for daily admittance and discharge procedures and monitoring of waiting areas with a goal to minimize disruption to nearby land uses;

4. Staff training - with objectives to provide adequate knowledge and skills to assist clients in obtaining permanent shelter and income;

5. Communication and outreach with objectives to maintain good communication and response to operational issues which may arise from the neighborhood, city staff, or the general public;

6. Screening of clients for admittance eligibility - with objectives to provide first service to Brea residents;

7. Counseling programs to be provided with referrals to outside assistance agencies, and provide an annual report on this activity to the city; and

8. Litter control - with an objective to provide for the timely removal of litter attributable to clients within the vicinity of the facility.

M. The facility may provide the following services in a designated area separate from sleeping areas:

1. A recreation area either inside or outside the shelter;

2. A counseling center for job placement, educational, health care, legal, or mental health services;

3. Laundry facilities to serve the number of clients at the shelter;

4. Kitchen for the preparation of meals;

5. Dining hall;

6. Client storage area (i.e. for the overnight storage of bicycles and personal items); or

7. Similar services geared to homeless clients.

SECTION 6. Subsection J. of Section 20.206.050 (Application Filing Requirements) of Chapter 20.206 (HR Hillside Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

> J. For applications involving one (1) single-family dwelling unit residence on an existing lot, architectural and landscaping treatment materials shall be provided consistent with the requirements for a certificate of compatibility, as set forth in § 20.408.050. Accessory dwelling units shall be subject to the regulations contained in Chapter 20.52 of this title, and state law.

SECTION 7. Subsection C of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Dwelling unit density. Not more than two (2) dwelling units shall be permitted to be on any lot in the R-1 (Single Family Residential) Zone with the potential for accessory dwelling units subject to the provisions set forth herein and pursuant to the requirements of Chapter 20.52 and two-unit development subject to the provisions set forth herein and pursuant to the requirements of Chapter 20.56.

SECTION 8. Subsection E of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

E. Yards.

1. Front yard.

a. A minimum twenty-five (25) foot front yard shall be required.

b. Notwithstanding other provisions contained herein; the entire front yard area, including the minimum required front yard, shall be kept and maintained free and clear of all attached or detached accessory structures, building and automotive materials, trash, debris, trash storage receptacles, inoperable motor vehicles, camper shells not mounted on motor vehicles, boats, or boats and trailers, including utility trailers. Parking and driveway areas within the entire front yard area shall not exceed fifty-five percent (55%) of such yard area; for lots at the end of cul-de-sac with a lot frontage of less than forty (40) feet, the parking and driveway areas within the entire front yard may be paved up to a maximum of eighty percent (80%), all subject to the Development Services Director's review and approval. The parking of operable motor vehicles shall be permitted only on an all weather surface, subject to the review and approval of the Development Services Director.

c. Recreational vehicle parking may occur as follows:

(1) Parking within a garage or three (3) sided carport.

(2) Outdoor parking in the side or rear yards beyond the required twenty-five (25) foot front setback, except in a street side yard of a corner lot or reverse corner lot.

(3) Outdoor parking in a driveway or improved pad, provided that:

(a) Parking of said vehicle within a garage or three (3) sided carport is not possible.

(b) Space is not available in the side or rear yards or no access exists to such yards.

(c) No part of said unit extends over public sidewalks or rights-of-way.

(d) The vehicle or unit at no time creates a sight obstruction that poses a safety hazard.

(e) Such vehicles shall be determined to be in an operable condition.

(f) The vehicle is not used for dwelling purposes; cooking is not permitted in the recreational vehicle at any time and accordingly, butane and propane shall not be used.

(g) The vehicle is not permanently connected to electricity, sewer lines or water lines. The recreational vehicle may be connected to electricity temporarily for charging batteries and cleaning purposes only.

(h) The vehicle shall not be used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

(i) The vehicle shall not block required emergency access to the rear yard area. A five (5) foot clear area shall be maintained to provide such access.

d. Where the entire block frontage is designed and developed as a neighborhood unit, the front yard setback may vary, providing that an average building setback of not less than twenty-five (25) feet is maintained. The minimum front yard shall not be less than twenty (20) feet.

e. Notwithstanding other requirements herein, all garages with vehicle entrances facing a street shall set back not less than twenty-five (25) feet from the property line. A carport with a vehicle entrance facing a street and not screened from public view from any point on the public right-of-way line which abuts the property upon which said carport is located shall be prohibited.

f. Front yards on the turn-around end of cul-de-sac street may be reduced to not less than twenty (20) feet.

2. Side yards.

a. Lots shall have a side yard on each side of not less than five (5) feet. An additional two and one-half (2½) feet shall be required for side yards adjacent to a main building twenty (20) feet or more in height.

b. A side yard on the street side of a corner lot shall not be less than twenty (20) feet.

c. Any storage of materials including but not limited to, trash and trash receptacles, newspapers, building and automotive materials, landscape maintenance tools, and debris, within side yards, shall be substantially screened with a combination of open or solid fencing, and landscaping, or enclosed within an openwork structure such as wood or metal lattice, so as to substantially minimize views as seen from adjacent private and public streets, and public right-of-way (excluding alleys).

d. All side yard setbacks shall be measured from the property line to the building wall.

3. Rear yards.

a. Each yard shall have a rear yard of not less than twenty-five (25) feet except that the main building may project to within ten (10) feet of the rear property line. The combined coverage by the main building and any accessory buildings shall not exceed twenty-five percent (25%) of the required rear yard area.

b. Any storage of materials including, but not limited to, trash and trash receptacles, newspapers, building and automotive materials, landscape maintenance tools, debris, inoperable motor vehicles, camper shells not mounted on motor vehicles, or boats and trailers, within rear yards, shall be substantially screened with a combination of open or solid fencing, and landscaping, or enclosed within an openwork structure such as wood or metal lattice, so as to substantially minimize views as seen from adjacent private and public streets, and public right-of-way (excluding alleys). Stored materials shall not cover an area greater than fifty percent (50%) of the total square footage of the rear yard.

4. Location of accessory buildings in required yards.

a. Detached accessory buildings may be located in the required side or rear yard areas provided that said structure or structures are not less than five (5) feet from any common property line to the eave line and provided that all run-off water from the roof is disposed on the lot.

b. Where access to a garage or carport is provided from any alley, the garage or carport shall be located not less than twenty-five (25) feet from the opposite property line or five (5) feet from the alley right-of-way line, whichever is more restrictive. If the vehicle entrance faces the alley, garage only shall be permitted and the vehicle entrance door shall not project beyond the property line when open or being opened. A carport with a vehicle entrance facing an alley and not screened from public view from any point on the public right-of-way which abuts the property upon which the carport is located shall be prohibited.

5. Projections into required yards. The provisions of § 20.08.020 of this title shall apply.

6. Garage and carport side street setback. Notwithstanding other requirements herein, a garage with a vehicle entrance facing a side street shall set back not less than twenty-three (23) feet from the street side property line. A carport with a vehicle entrance facing a side street and not screened from public view from any point on the public right-of-way line which abuts the property upon which said carport is located shall be prohibited.

SECTION 9. Subsection H of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

H. Distance between buildings. The distance between external walls of detached buildings shall not be less than ten (10) feet, if there are either doors or windows facing on said space between walls. Where no openings face said space, it may be reduced to six (6) feet.

SECTION 10. Subsection I of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

I. Minimum dwelling area. Each dwelling unit shall have a gross floor area of not less than one thousand (1,000) square feet.

SECTION 11. Subsection K of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

K. Off-street parking. The provisions of § 20.08.040 of this title shall apply.

SECTION 12. Subsections O, P, Q of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential Zone) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.208.040.O (Repealed by Ord. 1242, passed 8-15-23)

20.208.040.P (Repealed by Ord. 1242, passed 8-15-23)

20.208.040.Q (Repealed by Ord. 1242, passed 8-15-23)

SECTION 13. CEQA. The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it enacts the Housing Element Program implementation zoning code amendments that will not have a significant effect on the environment. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 14. SEVERABILITY.

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

SECTION 14. EFFECTIVE DATE.

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

SECTION 15. CERTIFICATION.

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

PASSED, APPROVED, AND ADOPTED, this ___ day of _____, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 18th day of July, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the 15th day of August, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____

City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Adoption of Ordinance No. 1243, renewing Ordinance No.1227 and approving the Police Department's Military Equipment Use policy.

RECOMMENDATION

Adopt Ordinance No. 1243, renewing Ordinance No.1227 and approving the Police Department's Military Equipment Use policy.

BACKGROUND/DISCUSSION

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

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

Government Code § 7072 requires the Police Department to submit to the City Council an Annual Report related to its use of military equipment, as defined. The Police Department submitted this report to City Council on April 18, 2023, and subsequently posted the Annual Report on the Police Department's internet website: https://www.ci.brea.ca.us/CivicAlerts.aspx?AID=2168. The Annual Report is attached to this Staff Report and includes a current inventory of all military equipment available for use by the Police Department.

In addition to the report, state law also requires the Department to hold at least one well-publicized and conveniently located community engagement meeting, at which the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. The Police Department held two such well-publicized and conveniently located community engagement meetings. The first public event was at the July 18, 2023, City Council meeting. The second event was at the Department's popular and well-attended National Night Out event on August 1, 2023. It should be noted that the Department did not receive any negative feedback from the public regarding our use of military equipment, our inventory of equipment, or our policy pertaining to this issue.

Government Code § 7071(e) requires governing bodies of law enforcement agencies to annually review and vote on the renewal of a Military Equipment Use Policy approval ordinance.

The Police Department now seeks renewal of Ordinance No. 1227 in order to give the Police Department the ability to continue the use of the previously approved military equipment for the

purpose of protecting the safety of officers and the public.

COMMISSION/COMMITTEE RECOMMENDATION

N/A

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

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

Attachments

Police Dept Policy and Inventory
Annual Report (4/18/23)
Proposed Ordinance

Military Equipment

705.1 PURPOSE AND SCOPE

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

705.1.1 DEFINITIONS

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

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

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

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705.2 POLICY

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

705.3 MILITARY EQUIPMENT COORDINATOR

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

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

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

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

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

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

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

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

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

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

705.4 MILITARY EQUIPMENT INVENTORY

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

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

705.4.1 ITEMS THAT ARE EXPENDABLE AND/OR PERISHABLE

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

705.4.2 MILITARY EQUIPMENT USE CONSIDERATIONS

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

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

705.4.3 MILITARY EQUIPMENT INVENTORY

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

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

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

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

705.5 APPROVAL

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

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

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

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

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

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

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

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

705.6 COORDINATION WITH OTHER JURISDICTIONS

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

705.7 ANNUAL REPORT

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

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

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

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

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

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

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

705.8 COMMUNITY ENGAGEMENT

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

705.9 COMPLIANCE

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

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

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

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

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

Item: LENCO BEARCAT

Quantity: 2*

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

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

Expected Lifespan: 25 years.

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

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

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

Purchase Price: $315,518.65**

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

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

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

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

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

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

Quantity: 1

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

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

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

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

Purchase Price: $0*

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

Annual Upkeep Costs: Approximately $200

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

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

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

Item: REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL

Quantity: 1

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

Expected Lifespan: 20 years

Manufacturer's Product Description: Not available.

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

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

Purchase Price: $1,200

Annual Upkeep Costs: Approximately $50

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

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

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

Related Munitions:

Item: TKO BREACHING SHOTGUN ROUNDS

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

Current Inventory: 25 rounds

Usual Inventory: 30 rounds

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

Purchase Price: $6.09 per round

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

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

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

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

Quantity: 60

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

Expected Lifespan: 10 years

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

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

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

Purchase Price: $1,400 per rifle

Annual Upkeep Costs: $50

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

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

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

Quantity: 3

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

Expected Lifespan: 10 years

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

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

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

Purchase Price: $900 per rifle

Annual Upkeep Costs: $50

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

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

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

Quantity: 4

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

Expected Lifespan: 10 years

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

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

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

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

Purchase Price: $1,200 per rifle

Annual Upkeep Costs: $50

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

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

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

Quantity: 4

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

Expected Lifespan: 10 years

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

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

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

Purchase Price: $0*

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

Annual Upkeep Costs: $50

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

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

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

Quantity: 10

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

Expected Lifespan: 10 years

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

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

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

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

Purchase Price: $1,759 per rifle

Annual Upkeep Costs: $50

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

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

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

Quantity: 1

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

Expected Lifespan: 15 years

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

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

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

Purchase Price: $4,125 per rifle

Annual Upkeep Costs: $50

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

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

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

Item: DEFENSE TECHNOLOGY LOW ROLL II, DISTRACTION DEVICE

Current Inventory: 19

Usual Inventory: 20

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

Expected Lifespan: Until expended

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

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

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

Purchase Price: $46 each

Annual Upkeep Costs: None

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

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

Item: DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Current Inventory: 2

Usual Inventory: 10

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

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

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

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

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

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

Purchase Price: $35 each

Annual Upkeep Costs: None

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

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

Item: DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Current Inventory: 15

Usual Inventory: 10

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

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

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

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

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

Purchase Price: $28 each

Annual Upkeep Costs: None

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

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

Item: DEFENSE TECHNOLOGY CS TRIPLE-CHASER SEPARATING CANISTER

Current Inventory: 28

Usual Inventory: 30

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

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

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

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

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

Purchase Price: $44 each

Annual Upkeep Costs: None

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

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

Item: DEFENSE TECHNOLOGY, OC TRIPLE CHASER SEPARATING CANISTER

Current Inventory: 33

Usual Inventory: 30

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

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

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

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

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

Purchase Price: $35 each

Annual Upkeep Costs: None

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

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

Item: DEFENSE TECHNOLOGY, CS POCKET TACTICAL CANISTER

Current Inventory: 9

Usual Inventory: 10

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

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

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

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

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

Purchase Price: $39 each

Annual Upkeep Costs: None

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

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

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

Item: DEFENSE TECHNOLOGY, SMOKE CANISTER

Current Inventory: 6

Usual Inventory: 10

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

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

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

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

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

Purchase Price: $49 each

Annual Upkeep Costs: None

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

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

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

Item: FTC PEPPERBALL LAUNCHER

Quantity: 1

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

Expected Lifespan: 20 years

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

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

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

Purchase Price: $573.25

Annual Upkeep Costs: $50

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

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

Related Munitions:

Item: PEPPERBALL LIVE-X PROJECTILES

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

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

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

Purchase Price: $2,500 per 750 rounds

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

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

Item: PEPPERBALL INERT PROJECTILES

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

Current Inventory: 700 rounds

Usual Inventory: 750 rounds

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

Purchase Price: $646 per 750 rounds

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

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

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

Item: AARDVARK LRAD 100x PORTABLE HAILING SYSTEM

Quantity: 1

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

Expected Lifespan: 25 years

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

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

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

Purchase Price: $12,293.95

Annual Upkeep Costs: None

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

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

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

Item: DEFENSE TECHNOLOGY LMT 40 MM LMT SINGLE SHOT LAUNCHER

Quantity: 13*

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

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

Expected Lifespan: 15 years

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

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

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

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

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

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

Related Munitions:

Item: DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

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

Current Inventory: 679 rounds

Usual Inventory: 675 rounds

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

Purchase Price: $18 per round

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

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

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

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

Current Inventory: 33 rounds

Usual Inventory: 35 rounds

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

Purchase Price: $21 per round

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

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

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

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

Current Inventory: 16 rounds

Usual Inventory: 20 rounds

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

Purchase Price: $21 per round

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

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

Item: REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN

Quantity: 13*

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

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

Expected Lifespan: 25 years

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

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

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

Purchase Price: $1,000 each

Annual Upkeep Costs: $50 each

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

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

Related Munitions:

Item: DEFENSE TECHNOLOGY DRAG STABILIZED 12-GAUGE BEANBAG ROUND

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

Current Inventory: 237 rounds

Usual Inventory: 125 rounds

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

Purchase Price: $5 per round

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

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

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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 04/18/2023

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

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

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

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

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

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

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

The remaining topics are outlined below.

Summary of Use:

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

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

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

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

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

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

COMMISSION/COMMITTEE RECOMMENDATION

Not applicable.

FISCAL IMPACT/SUMMARY

None.

RESPECTFULLY SUBMITTED:

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

Attachments

Military Equipment Use policy
Military Equipment Inventory

ORDINANCE NO. 1243

AN ORDINANCE OF THE CITY OF BREA RENEWING ORDINANCE NO. 1227 (MILITARY EQUIPMENT USE POLICY APPROVAL)

THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:

A. <u>RECITALS:</u>

(i) On September 30, 2021, Governor Newsom signed into law Assembly Bill ("AB") 481 to enact Government Code Section 7070 et seq. relating to the procurement and use of military equipment by law enforcement agencies.

(ii) Government Code Section 7071(a) requires law enforcement agencies to obtain governing body approval of a Military Equipment Use Policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

(iii) Government Code Section 7071(e) requires governing bodies of law enforcement agencies to annually review and vote on the renewal of a Military Equipment Use Policy approval ordinance.

(iv) Government Code Section 7072(a) requires law enforcement agencies that receive governing body approval of a Military Equipment Use Policy to submit to the governing body an annual Military Equipment Report for each type of approved military equipment.

(v) Government Code Section 7072(b) requires that, within 30 days of submission and release of an annual Military Equipment Report, law enforcement agencies shall hold a community engagement meeting at which the general public may discuss and ask questions regarding the report and the agency's funding, acquisition, or use of military equipment.

(vi) On May 17, 2022, the City Council adopted Ordinance No. 1227 approving Brea Police Department Policy 705 (Military Equipment) as the Military Equipment Use Policy required by AB 481.

(vii) In accordance with Government Code Section 7072, the Brea Police Department submitted and publicly released the annual Military Equipment Report set forth in the attached Exhibit A and the City held a community engagement meeting as part of the City Council's consideration of the introduction of this Ordinance.

(viii) The renewal of Ordinance No. 1227 is necessary in order to give the Brea Police Department the ability to continue the use of the previously approved military equipment for the purpose of protecting the safety of officers, residents and visitors in the City.

B. ORDINANCE.

Section 1. The City Council hereby finds that all of the facts set forth in the Recitals above are true and correct.

Section 2. Based on the facts set forth above, the annual Military Equipment Report set forth in the attached Exhibit A, the staff reports prepared for this Ordinance, the information provided to the City Council at the public meetings, and the record thereof, all of which is incorporated by reference, the City Council finds that each type of military equipment identified in the attached annual Military Equipment Report has complied with the standards for approval set forth in Government Code Section 7071(d).

Section 3. The City Council renews Ordinance No. 1227 approving Brea Police Department Policy 705 (Military Equipment) as the Military Equipment Use Policy required by AB 481.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or its application to any person or circumstance, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5. The City Clerk shall certify to the adoption of this Ordinance.

APPROVED AND ADOPTED:

_____
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 Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the __ day of _____, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the _____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated:_____

_____
Lillian Harris-Neal, City Clerk

EXHIBIT A

2023 MILITARY EQUIPMENT REPORT

(attached)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Maintenance Agreement with Sancon Technologies Inc. for Placement of Cured-in-Place Pipe (CIPP) and Manhole Rehabilitation

RECOMMENDATION

Award contract to Sancon Technologies Inc. (Sancon) for placement of Cured-in-Place Pipe (CIPP) and manhole rehabilitation at identified locations within the City of Brea for a period of one year, with the capability to renew the contract for four additional one-year periods and authorize the City Manager to approve contract renewals for a not-to-exceed amount of $300,000.

BACKGROUND/DISCUSSION

To properly maintain a cost-effective solution of the City's sewer infrastructure, including mainlines and manholes, a process called Cured-in-Place Pipe (CIPP) is used. CIPP allows the rehabilitation of existing sewer lines without the need to dig up the entire length of the pipe and replace it. It uses a material inflated with air and inserted into the existing pipe.

In 2017, City Council awarded a contract with Sancon to perform these CIPP services for $300,000 annually for five years. The contract has expired, and staff has solicited these services through the Request for Proposal (RFP) process.

On March 30, 2023, the City received three responsive bids to the RFP. Staff reviewed the proposals to determine the bidder's ability to provide sufficient staffing and equipment to perform the work at a competitive price and meet the City of Brea’s production goals and high-quality work standards.

After reviewing the qualifications and pricing of the proposals, staff ranked the bidders as follows:

Contractor	6” Linear Ft. Cost	8” Linear Ft. Cost	10” Linear Ft. Cost
Sancon Engineering	$38.00	$38.00	$38.00
Southwest Pipeline	$39.00	$38.00	$45.00
Insituform Technologies	$40.00	$38.00	$45.00

Based on pricing comparisons, staff found Sancon's pricing the most cost-effective and responsive to the City's requirements. Sancon's proposal yielded a savings of over 3.1 percent compared to the second-lowest bidder, Southwest Pipeline. Staff's prior experience with Insituform Technologies found extra charges for items other proposers included in their pricing, such as cutting in for lateral connections. Staff has no historical experience working with Southwest Pipeline, but their prior proposal submittals included higher pricing compared to Sancon.

Staff has established a good working relationship with Sancon over several years. Sancon has been responsive to City staff setting up pre-construction meetings and providing informational brochures on their operations and products to inquiring residents. Based on this determination, staff recommends awarding the annual sewer mainline for placement of CIPP and manhole rehabilitation to Sancon for the annual sewer mainline relining. The Public Works Department has considered performing this work. Still, it needs in-house expertise, necessary equipment, and staffing to conduct this work without hiring personnel and purchasing additional equipment.

COMMISSION/COMMITTEE RECOMMENDATION

On Tuesday, August 8, 2023, the Finance Committee recommended adding the pricing comparisons and additional information regarding Consumer Price Index (CPI) and potential price increase information. The requested information was added to this report and shared with the Finance Committee members before the Council Meeting. This item was recommended for the August 15 City Council meeting.

FISCAL IMPACT/SUMMARY

Staff posted an RFP for a CIPP and manhole rehabilitation contractor to the www.CIPlist.com website. The City received three responsive bids. Based on proposal reviews and price comparisons, staff recommends awarding the contract to Sancon. This is a one-year contract with renewal for up to four additional one-year periods at the City's discretion. This recommendation is based on the ability of Sancon to meet all the City's requirements, including pricing, responsiveness, and high-level customer service, as well as the company's overall stability.

Annually, as part of the renewal consideration, staff will review the contract based on current prevailing wage rates and any Consumer Price Index (CPI) increases. The agreement does allow for an annual CPI adjustment for each renewal. If annual CPI adjustments exceed three percent, staff will bring this item back for City Council approval.

Public Works budgets $300,000 per year in CIP accounts Fund 510 for this work. There is no cost to the General Fund, and no additional appropriation is needed.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jerry Mestas, Public Works Supervisor
Concurrence: Michael Ho, Director of Public Works/City Engineer

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Attachments

Price comps
COI
Sancon Bond
Sancon agreement

	1	Sancon Engineering			3	Insituform	
Estimated Footage	Pipe Size	Unit Price	Total Amount		Pipe Size	Unit Price	Total Amount
5000	6"	$ 38.00	$ 190,000.00	5000	6"	$ 40.00	$ 200,000.00
40000	8"	$ 38.00	$ 1,520,000.00	40000	8"	$ 38.00	$ 1,520,000.00
2500	10"	$ 38.00	$ 95,000.00	2500	10"	$ 50.00	$ 125,000.00
300	12"	$ 40.00	$ 12,000.00	300	12"	$ 72.00	$ 21,600.00
150	15"	$ 42.00	$ 6,300.00	150	15"	$ 143.00	$ 21,450.00
300	18"	$ 44.00	$ 13,200.00	300	18"	$ 121.00	$ 36,300.00
48250			**$ 1,836,500.00**	**48250**			**$ 1,924,350.00**

	2	Southwest Pipeline	
Estimated Footage	Pipe Size	Unit Price	Total Amount
5000	6"	$ 39.00	$ 195,000.00
40000	8"	$ 38.00	$ 1,520,000.00
2500	10"	$ 45.00	$ 112,500.00
300	12"	$ 60.00	$ 18,000.00
150	15"	$ 100.00	$ 15,000.00
300	18"	$ 120.00	$ 36,000.00
48250			**$1,896,500**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Patriot Risk & Insurance Services
2415 Campus Drive, Suite #200
Irvine, CA 92612

www.patrisk.com 0K07568

CONTACT NAME:
PHONE (A/C, No, Ext): (949) 486-7900 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D : Scottsdale Insurance Company	41297
INSURER E :	
INSURER F :	

INSURED
Sancon Technologies Inc.
5841 Engineer Dr.
Huntington Beach CA 92649

COVERAGES **CERTIFICATE NUMBER:** 70502131 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ✓ $5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:			72UEACI4418	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			72UEACI4419	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			72HHACI3468	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72WEAAU0TGJ	10/1/2022	10/1/2023	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			SF22ECPZ0CBLVQN	10/1/2022	10/1/2023	$1,000,000 Each Incident/$2,000,000 Agg	
D	Installation Floater			RBS0179062	10/1/2022	10/1/2023	$250,000 Any one Job Site	
D	Rented/Leased Equipment			RBS0179062	10/1/2022	10/1/2023	$100,000 Any one item	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Placement of Cured-in-Place Pipe (CIPP) to Reline Identified Damaged and Cracked Portions of Sewer Mainline, Job #18017. The City of Brea is Included as Additional Insured with respects to General Liability and Auto Liability as interests may appear. Waiver of Subrogation for the General Liability, Auto, and Workers Comp applies in favor of City of Brea. Endorsements per attached.

CERTIFICATE HOLDER

City of Brea
545 N. Berry Street
Brea CA 92621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dave Jacobson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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70502131 | 22-23 GL/Auto/Umb/WC/Poll/IM | Tina Kennedy | 9/27/2022 10:03:12 AM (PDT) | Page 2 of 17
This certificate cancels and supersedes ALL previously issued certificates.

(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

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Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. **Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)**(a) or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. **Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. **Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. **Legal Representative If You Die**

Your legal representative if you die, but only

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. **Unnamed Subsidiary**

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. **Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

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undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. **Lessors Of Equipment**

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **Lessors Of Land Or Premises**

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. **Permits Issued By State Or Political Subdivisions**

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

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(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. **The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.

3. **Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal And Advertising Injury Limit**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

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contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

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primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

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impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in a. above;
      (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

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When performing operations as a "general contractor", the term that particular part shall not mean the entire construction, improvement or renovation project. For purposes of this provision, the term "general contractor" means the contractor signing the prime construction contract for a construction, erection, improvement or renovation project and that has main responsibility for such project including hiring all of the subcontractors and suppliers.

4. **CONTRACTORS LIMITED PROFESSIONAL LIABILITY**

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

5. **PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under **Coverage A.** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of

70502131 | 22-23 GL/Auto/Umb/WC/Poll/IM | Tina Kennedy | 9/27/2023 10:03:12 AM (PDT) | Page 11 of 17
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being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C** , which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit,or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph **5.**, the following definitions apply:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway, railroad or right-of-way shall be considered a single "project".

1. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".
2. "Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph **1.a.** of the **Insuring Agreement - Coverage C** is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent;

(3) Because of your operations; or

(4) Included within the definition of the "products-completed operations hazard;"

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

7. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to Paragraph **1.e.** of the **Insuring Agreement - Coverage A**:

(3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

70178178 | 22-23 GL/Auto/Umb/WC/Poll/IM | Trina Kennedy | 9/23/2022 8:23:01 AM (PDT) | Page 27 of 17
This certificate cancels and supersedes ALL previously issued certificates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. **BROAD FORM INSURED**

   A. **Subsidiaries and Newly Acquired or Formed Organizations**

   The Named Insured shown in the Declarations is amended to include:

   (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

   (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

   (a) That is a partnership or joint venture,

   (b) That is an "insured" under any other policy,

   (c) That has exhausted its Limit of Insurance under any other policy, or

   (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. **Employees as Insureds**

   Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. **Lessors as Insureds**

   Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

   (1) The agreement requires you to provide direct primary insurance for the lessor and

   (2) The "auto" is leased without a driver.

   Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

   D. **Additional Insured if Required by Contract**

   (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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This certificate cancels and supersedes ALL previously issued certificates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEAAU0TGJ **Endorsement Number:**

Effective Date: 10/1/2022 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Sancon Technologies Inc.
5841 Engineer Dr.
Huntington Beach CA 92649

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
WHERE REQUIRED BY WRITTEN CONTRACT	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date:

Policy Expiration Date: 10/1/2023

SANCON
TECHNOLOGIES, INC.
LIC #774055

(714) 891-2323
FAX (714) 891-2524

June 12, 2023

Jerry Mestas
City of Brea – Public Works Department
545 N Berry St
Brea, CA 92821

RE: Bonds for CIPP Maintenance Agreement

Hi Jerry,

Attached herewith are the original copies of the Performance and Payment Bonds for the CIPP Maintenance Agreement.

Should you have any questions regarding this matter, please feel free to contact our office.

Respectfully,
Sancon Technologies, Inc.

Monique Sexton, Office Manager

5841 Engineer Drive, Huntington Beach, CA 92649
Sancon.com

Bond # 7450562

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Sancon Technologies, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649

OWNER (Name and Address):
City of Brea
545 N. Berry Street
Brea, CA 92621

CONSTRUCTION CONTRACT

Date: JUNE 1, 2023

Amount: $300,000.00

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
14728 Pipeline Avenue, Suite E
Chino Hills, CA 91709

Description (Name and Location):

Placement of Cured-in-Place Pipe (CIPP) to Reline Identified Damaged and Cracked Portions of Sewer Mainline and manhole Rehabilitation

BOND

Date (Not earlier than Construction Contract Date): 06/05/2023

Amount: $300,000.00

Modifications to this Bond: ☒ None ☐ See Page 2

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Sancon Technologies, Inc.

Signature:
Name and Title: CHARLES B. PARSONS, PRESIDENT

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature:
Name and Title: Scott Salandi, Attorney-in-Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract. actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

_____

_____

_____

_____

_____

_____

_____

_____

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	(Corporate Seal)	SURETY	(Corporate Seal)
Company:		Company:	
Address:		Address:	
Name and Title:		Name and Title:	
Signature:		Signature:	

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On 06/07/2023 before me, Mo Sexton - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles B. Parsons
Name(s) of Signer(s)

_____,

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

MO SEXTON
Notary Public - California
Orange County
Commission # 2437910
My Comm. Expires Feb 11, 2027

Place Notary Seal and/or Stamp Above

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 of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF 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 San Bernardino }

On June 5, 2023 before me, Tina Downey, Notary Public,
(Here insert name and title of the officer)

personally appeared Scott Salandi,
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.

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Tina Downey
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond # 7450562

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition). Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Sancon Technologies, Inc.
5841 Engineer Drive
Huntington Beach, CA 92649

SURETY (Name and Principal Place of Business):

Old Republic Surety Company

14728 Pipeline Avenue
Suite E
Chino Hills, CA 91709

OWNER (Name and Address):

City of Brea
545 N. Berry Street
Brea, CA 92621

CONSTRUCTION CONTRACT

Date: JUNE 1, 2023

Amount: $300,000.00

Description (Name and Location):

Placement of Cured-in-Place Pipe (CIPP) to Reline Identified Damaged and Cracked Portions of Sewer Mainline and manhole Rehabilitation

BOND

Date (Not earlier than Construction Contract Date): 06/05/2023

Amount: $300,000.00

Modifications to this Bond: ☒ None ☐ See Page 2

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Sancon Technologies, Inc.

Signature:

Name and Title: CHARLES B. PARSONS, PRESIDENT

SURETY

Company: (Corporate Seal)

Old Republic Surety Company

Signature:

Name and Title: Scott Salandi, Attorney-in-Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed .

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

_____

_____

_____

_____

_____

_____

_____

_____

_____

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

_____

_____

Signature: _____
Name and Title: _____
Address: _____

_____

SURETY
Company: _____

_____

_____

Signature: _____
Name and Title: _____
Address: _____

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On 06/07/2023 before me, Mo Sexton - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Charles B. Parsons
Name(s) of Signer(s)

_____,

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

MO SEXTON
Notary Public - California
Orange County
Commission # 2437910
My Comm. Expires Feb 11, 2027

Place Notary Seal and/or Stamp Above

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 of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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State of California }

County of San Bernardino }

On June 5, 2023 before me, Tina Downey, Notary Public,
(Here insert name and title of the officer)

personally appeared Scott Salandi,
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.

TINA DOWNEY
Notary Public - California
San Bernardino County
Commission # 2383319
My Comm. Expires Nov 21, 2025

Tina Downey
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Scott Salandi, David Jacobson of Irvine, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of March, 2022.

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of March, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74 0043

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 5th day of June, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Patriot Risk & Ins Services LLC

MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered this day of **June 1, 2023** ("Effective Date"), by and between **Sancon Technologies, Inc.** (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to Notice inviting Sealed Proposals, proposals were received, Reviewed by Committee, and declared on the date specified in said notice; and

WHEREAS, CITY did accept the bid of CONTRACTOR **Sancon Technologies, Inc.** and;

WHEREAS, CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for the **Placement of Cured-in-Place Pipe (CIPP) to Reline Identified Damaged and Cracked Portions of Sewer Mainline and manhole Rehabilitation** throughout the City of Brea

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **Placement of Cured-in-Place Pipe (CIPP) to Reline Identified Damaged and Cracked Portions of Sewer Mainline and manhole Rehabilitation** throughout the City of Brea**.** Said work to be performed in accordance with specifications and standards of the "Greenbook", Part 5, Pipeline Rehabilitation, and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing **6/1/23 through 5/31/24**. The prices quoted with the bid shall be in effect until expiration of the agreement on the date stated herein. The City and CONTRACTOR shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be on the Extension of Term subsection hereof.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The aforesaid specifications together with the RFP and all incorporated documents therein, are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the Request for Proposal Inviting Bids attached hereto, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. TERMS OF CONTRACT:

A. The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care.

Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. Any tort claims filed against the CITY related to the performance of this Contract and subsequently tendered to the CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The CONTRACTOR shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

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

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

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

(2) (Alternative to Commercial General Liability) – No Longer Available.

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

(4) Owner's and CONTRACTOR'S Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) $2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) $2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

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

(3) Name as additional insured the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

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

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation

or reduction of coverage as evidenced by receipt of a registered letter."

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

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

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

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. PREVAILING WAGE: Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are available on the DIR website at: https://www.dir.ca.gov/OPRL/dprewagedetermination.htm

Pursuant to Labor Code § 1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than two hundred dollars ($200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statues of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices' journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

b. When the number of apprentices in training in the area exceeds a ratio of one to five, or

c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or

d. When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. PAYROLL RECORDS The Contractor shall comply with and be bound by the provision of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate record and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Statistics Enforcement, these penalties shall be withheld from progress payments then due.

9. CONTRACTOR'S LIABILITY: The City of Brea and/or its elected officials, officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

To the maximum extent permitted by law, the CONTRACTOR will defend, indemnify and hold the Indemnitees harmless from any and all actions, CITY against and will hold and save CITY harmless from any and all actions, claims, damages to persons or property, penalties, obligations, and/or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, or independent contractors who are directly responsible to CITY, and in connection therewith:

a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or any of the Indemnitees covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder, and the CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

C. In the event any Indemnitee is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the work, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to Indemnitee any and all costs and expenses incurred by Indemnitee in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT RENEWAL NOTIFICATION: For each of the one-year extension terms, City and Contractor must agree mutually to extend the term prior to the expiration date of the current term. There are not automatic extensions. City Manager, on behalf of the City, may authorize any mutually-agreed upon extensions. Pricing for each of the one-year extension terms shall be based on the Extension of Term subsection hereof.

12. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR: SanconTechnologies, Inc
5841 Engineer Drive
Huntington Beach, CA 92649

CITY: Michael Ho, Director of Public Works
Public Works Department
545 N Berry St
Brea, CA 92621

13. EXTENSION OF TERM: During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which

is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

14. TERMINATION OR ABANDONMENT: This agreement may be terminated by CITY without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the termination date specified in said notice. CONTRACTOR may terminate this agreement only for cause. Termination of the Contract does not release CONTRACTOR from any and all claims, damages or other liability incurred during the contract until CITY acknowledges such release.

15. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

16. GOVERNING LAW AND VENUE. The laws of the State of California shall govern the interpretation of this agreement. Venue for any legal action arising out of this agreement shall be the Superior Court of the State of California.

17. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California Contractor's License No. _____

CONTRACTOR: __**Sancon Technologies, Inc.** ___ Date: _____

By: _____
Name, Title

Contractor's Business Phone: _____

Emergency Phone at which CONTRACTOR can be reached at any time:
_____

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Agreement for Production of Original Art Work with Carlos Terres for the Reproduction of the *Centennial Door* Sculpture

RECOMMENDATION

1. Approve the Agreement for Production of Original Artwork with Carlos Terres for the Reproduction of the *Centennial Door* bronze sculpture; and
2. Appropriate $85,000 from the Fixed Asset Replacement Fund (182) for the purchase of the sculpture.

BACKGROUND/DISCUSSION

In 2017, the Brea City Council entered into an agreement with artist Carlos Terres from Brea's Sister City, Lagos de Moreno, Mexico, for the creation of an original sculpture celebrating Brea's Centennial anniversary. The concept for the sculpture was created by the artist and supported by the Centennial Steering Committee in place at the time. The final design consisted of a sculpture created in the artist's proprietary stone material Terroca, approximately 6 ft. H x 6 ft. W x 1.5 ft. D, depicting scenes celebrating family life, recreation and the historic orange industry of Brea. The sculpture was installed in early 2018 at Lagos de Moreno Park/Laurel Elementary Playground at the corner of Birch Street and Flower Avenue.

Throughout 2019, staff was made aware of damage to the sculpture including severe cracks and areas where the sculpture appeared to be expanding and separating at its seams. The artist was scheduled to personally perform an inspection of the damage and prepare recommendations for repair in early 2020, however this trip was postponed due to COVID-19 travel restrictions. In November 2020, the sculpture was destroyed beyond repair in a vehicle collision.

In November 2021, the City Council supported efforts for the piece to be reproduced in bronze, with the assumption that staff would work to ensure that plans for the new piece would reduce the risk of destruction, vandalism, etc. Staff has been in negotiations with the artist over the past several months on the contract to include stronger language regarding acceptance of the work, warranties, etc. given the history of damage to the previous work.

Staff also discovered in the aftermath of the collision that City-owned art work was not covered under the City's general insurance policy. Given this information, the City Council had an interest in exploring the cost for a separate fine art policy to cover similar incidents in the future. Staff is still researching independent policies to cover City-owned sculptures.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 8, 2023, meeting and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The cost of this purchase is $85,000. There is funding available in the Fixed Asset Replacement Fund (182) and staff is recommending to appropriate funding and authorize this contract.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Jenn Colacion, Senior Management Analyst and Carrie Hernandez, Deputy Director of Community Services
Concurrence: Chris Emeterio, Assistant City Manager

Attachments

Contract

AGREEMENT FOR PRODUCTION OF ORIGINAL ART WORK

This Agreement is entered into this _____ day of _____, 2023 ("Effective Date") by and between the City of Brea, a municipal corporation ("City") and Carlos Terres, an independent artist ("Artist").

RECITALS

A. Artist represents that he is a qualified and highly skilled, professional artist.

B. The City previously commissioned and purchased a stone or "Terroca" sculpture from Artist entitled "Centennial Door"; however that sculpture was accidentally and irreparably damaged. The City desires to replace that sculpture with a bronze version of the same "Centennial Door" sculpture.

C. The City desires to hire Artist to develop, and construct a new, original sculpture substantially similar in size and design, to the original stone "Centennial Door" sculpture, which shall be site-specific and installed by City as public art in the City of Brea.

D. City and Artist desire to enter into this Agreement in order to set forth terms and conditions under which Artist shall develop, construct, and deliver the original art work referenced in Recital C, above, as specified by City, and perform additional, related services, all as more fully described herein.

AGREEMENT

NOW THEREFORE, in consideration of recitals, mutual covenants and conditions herein contained, City and Artist agree as follows:

1. DEFINITIONS

A. "Artist's Work" shall mean that certain work of art and sculpture referred to, and known by the parties as, "Centennial Door in Bronze", including the entirety of the concept therefor, as more fully described herein.

B. "Artist's Supporting Works" means the design layout for Centennial Door in Bronze, and any and all drawings, paintings, sketches, models, fabrications, renderings and/or any and all other images of Centennial Door in Bronze, in whatever media, and tangible objects, created by Artist, in connection with, necessary to, or in any way arising out of Artist's performance of this Agreement.

C. "Scope of Services" shall mean Artist's services including creation and production of Artist's Work and Artist's Supporting Works, and delivery of Artist's Work to the City, as required pursuant to City's requirements and specifications, and as otherwise required herein.

D. "Site" shall mean that certain portion of real property located in the area of _____, in the City where the City intends to install Artist's Work. A concrete slab upon which the original stone Centennial Door was placed, exists at the intended Site and Artist's Work will be installed on this slab, pending approval by the City's structural engineer. If required by the engineer, the City will replace the existing slab with a new concrete slab. City reserves the right to change the location of the Site to any other location in the City for any reason.

2. ARTIST'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, Artist shall personally create, manufacture, produce, and deliver to the Brea Service Center ("City Yard"), 545 Berry St., Brea, California, free of liens or any encumbrances, Artist's Work, and perform all related services, as specified and required in the Scope of Services, and this Agreement, all to City's reasonable satisfaction (collectively, "the Services"). Artist agrees that under no circumstances will Artist's Work exceed six (6) feet (72 inches) in net height.

Artist may exhibit the model of the Artist's Work and a maquette in "The Museum House of Carlos Terrés" which is a non-profit organization in Artist's home town of Lagos de Moreno, Jalisco, Mexico. Except as expressly authorized herein or as required as part of the Services, Artist shall not duplicate Artist's Work, in any scale, or display any facsimile of Artist's Work at any other location. and Artist shall not publicly display Artist's Work, or any image in any media thereof, prior to final acceptance by the City.
Prior to commencing the manufacture, fabrication, and/or casting of Artist's Work, Artist shall produce and provide to City for approval, a detailed model of the Artist's Work in a media and in such size as required by the City, together with shop drawings and renderings of the Artist's Work, verifying that the components, i.e., design, colors, dimensions, materials and other details of Artist's Work, are consistent with Exhibit A and the City's requirements and specifications. City shall approve or disapprove the detailed shop drawings and renderings within forty-five (45) days of receipt. City shall not require redesign of or other changes to any component of Artist's Work once that component has been approved, except as otherwise provided herein.

Artist may request, and the City will provide Artist with any remaining remnants and pieces of the original stone Centennial Door sculpture possessed by the City, to assist Artist in creating Artist's Work. Any such remnants or pieces of the original sculpture accepted by Artist shall be used and disposed of by Artist in Artist's discretion.

On or before final payment by the City, Artist shall provide City with (i) "as-built" drawings depicting in detail the actual dimensions and specifications of Artist's Work; and (ii) a written list of maintenance requirements for Artist's Work. Once inspected and accepted by the City, and excepting only Artist's warranty obligations herein, Artist shall have no further obligations or rights with respect to maintenance and repairs, except as may be separately agreed upon by the parties.

Artist shall be available at one or more times as agreed upon to attend presentation ceremonies relating of the transfer of Artist's Work to the City. Artist shall not make any public information release related to the Services without City's prior written consent.

City shall have the right to request, in writing, changes in the Scope of Services. Any changes agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

B. Time for Performance. Artist shall commence performing the Services when given written notice to proceed and shall perform the Services and produce and deliver Artist's Work to the City no later than eighteen (18) months after the Effective Date.

C. Standard of Performance. Artist, and any person or entity acting on Artist's behalf, shall perform all of the Services to the highest professional standards, at a quality level consistent with the production of a significant work of public art, and in a manner reasonably satisfactory to City. Artist shall ensure that the final design, materials and fabrication of Artist's Work complies with the City's budgetary and scheduling requirements set forth herein. Artist shall comply with all applicable federal, state and local laws, ordinances, codes and regulations while performing the Services.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be the City's Community Services Director, or designee (hereinafter the "City Representative"). It shall be Artist's responsibility to assure that the City Representative is kept informed of the progress of the performance of the Services, and production of Artist's Work, and Artist shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

B. Artist Representative. For the purposes of this Agreement, Artist is solely authorized to act on his own behalf with respect to the services specified herein and make all decisions in connection therewith.

4. PERSONNEL

A. Artist agrees that he shall be responsible for completing all services in the Scope of Services. Unless otherwise agreed to in writing by the City, all of the Services, except transportation, and delivery of Artist's Work, shall be performed by Artist personally.

B. Artist shall be solely responsible for the satisfactory performance of all work by all authorized persons, if any, engaged in performing the Services, and their compliance with all performance standards established by City.

C. Artist shall obtain and maintain during the Agreement term all necessary certificates and permits required by law for the provision of services under this Agreement.

5. LABOR, FACILITIES AND EQUIPMENT

Except as otherwise authorized by City in writing, Artist shall, at his sole cost and expense, furnish all labor, facilities and equipment which may be required in order to satisfactorily complete the Services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Effective Date and shall terminate upon Artist's completion of the Services to City's satisfaction, which date shall be on or before the completion date specified in Section 2.B, unless sooner terminated as provided herein.

7. COMPENSATION

A. As full and complete compensation for the Services, including Artist's Work, Artist's Supporting Works and the grants and waivers of rights herein, the City shall pay, and Artist agrees to accept in full satisfaction thereof, the **TOTAL, NOT-TO-EXCEED** amount of Eighty-Five Thousand U.S. dollars ($85,000.00). Payments shall be made in accordance with Section 8 herein and pursuant to the Project Timeline milestones. City shall not withhold, and Artist shall be solely responsible for payment of, applicable federal or state payroll or any other required taxes.

B. The amount set forth in subsection A represents complete payment for all actual and necessary expenditures reasonably incurred in the performance of this Agreement including all transportation, costs of insurance for full replacement cost of Artist's Work, all customs charges, and delivery to City's City Yard, FOB destination. Transportation shall be made using a transportation service qualified and equipped to transport fine art work. The Artist's Work shall be insured against damage or destruction, for full replacement value, at all times until final payment is made, as specified in Section 8(c).

C. No claims for additional services provided or performed by Artist which are not expressly set forth in the Scope of Services will be allowed unless such additional work is authorized by City in writing prior to the performance of such services.

8. METHOD OF PAYMENT

City shall not compensate Artist until City in its sole discretion is satisfied with each Artist's completion of the milestones set forth in this Section. Artist agrees that if City in its sole judgment is not satisfied with any portion of the Services, Artist shall modify, alter, or re-perform such Services at Artist's sole expense until City is fully satisfied. Except for the initial payment, below, under no circumstances shall City be required to pay Artist for any of the Services that have not been satisfactorily completed.

Following receipt of Artist's written invoice corresponding to each payment milestone set forth below, City shall compensate Artist as follows:

(a) The sum of $2,500 shall be paid upon execution of the Agreement by both parties.

(b) The sum of $25,000 shall be paid upon City's written approval of the model and detailed shop drawings for Artist's Work.

(c) The sum of $57,500 shall be paid upon City's final inspection and written approval of the completed and delivered Artist's Work, which payment shall occur within sixty (60) days of written approval.

9. OWNERSHIP OF WORKS

Artist agrees that Artist's Work and Artist's Supporting Works constitute "work made for hire" by Artist for the City, subject to the terms of this Agreement. Artist understands and agrees that upon its acceptance and final payment by the City, Artist's Work shall become the sole property of the City. The parties agree that Artist's Work and all rights, including any and intellectual property and proprietary rights, copyrights, title and interest in and/or to Artist's Work, shall forever belong to and are being sold and assigned in their entirety to the City for whatever use it desires, and that City does and shall at all times own, solely and exclusively, complete and unencumbered, all world-wide rights, including intellectual property rights, copyrights, title and interest in and to all of Artist's Work, to the fullest extent permitted by law. In consideration of the compensation to be paid to Artist pursuant to this Agreement, Artist waives any and all claims of ownership and agrees that, upon final payment, City shall own Artist's Work and any and all copyrights, moral rights, and all other intellectual property rights and interests, and any derivative works based thereon, arising from the creation of Artist's Work and Artist's Supporting Works.

City shall be entitled to reproduce, use in any way, display, license, distribute, sell, or give away likenesses or copies of any of Artist's Work and Artist's Supporting Works, in any form and on any media, for any municipal purpose. In exercising any of the foregoing rights conveyed herein to the City, the City will utilize its best efforts to attribute creation of such images and likenesses of Artist's Work, to Artist. The City will provide appropriate credit to the Artist as creator of Artist's Work, at its permanent installation location, as provided herein. Artist may not duplicate, copy or reproduce Artist's Work or Artist's Supporting Works, without City's prior, written consent.

10. TRANSFER OF RIGHTS OF REPRODUCTION

To the fullest extent permitted by law, Artist hereby transfers and assigns to City full and complete interest in all rights of reproduction, as that term is defined in California Civil Code Section 982, in Artist's Work and Artist's Supporting Works, including, but not limited to, the right to claim statutory copyright in Artist's Work and/or Artist's Supporting Works and the right to reproduce Artist's Work and/or Artist's Supporting Works in any manner whatsoever for commercial and non-commercial purposes.

11. WAIVER OF MORAL RIGHTS

To the fullest extent permitted by law, Artist hereby releases from liability, and waives and disclaims any and all rights, demands and/or claims as may arise at any time and under any circumstances against City, its elected officials, officers, agents, employees, attorneys, servants,

volunteers, successors and assigns pursuant to and/or under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987, *et seq.*), and any and all other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, California Civil Code § 987, *et seq.*, or any other type of moral right protecting the integrity of works of art and/or original visual content, with respect to Artist's Work. Artist acknowledges and agrees that City, in it its sole and exclusive discretion, may, among other acts, without prior notice to Artist temporarily or permanently modify, alter, change or dispose of Artist's Work provided that in any such event, any Artist attributes shall first be removed.

12. ASSIGNMENT OF INTEREST IN INTELLECTUAL PROPERTY RIGHTS

Artist hereby assigns to City full and complete ownership of Artist's Work and Artist's Supporting Works, and any and all copyrights, moral rights, duplication rights, and all other intellectual property rights and interests and any derivative works based thereon, arising from the creation of Artist's Work and/or Artist's Supporting Works insofar as any of the same may not be considered work made for hire, or are not otherwise conveyed to the City by this Agreement. Notwithstanding the foregoing, Artist may exhibit the model of Artist's Work and a maquette in "The Museum House of Carlos Terrés" which is a non-profit organization in his home town Lagos de Moreno, Jalisco, Mexico.

13. RISK OF LOSS

Artist bears the sole risk of damage to or loss of Artist's Work until Artist's Work is delivered to City's City Yard, and accepted and paid for by the City.

14. ORIGINALITY OF WORKS

Artist represents and warrants that (i) Artist's Work is and will be original; (ii) at the time of transfer hereunder, Artist is the sole, world-wide owner of Artist's Work and of all rights therein including copyright, trademark and other intellectual property and proprietary rights therein; (iii) Artist is and will be the sole creator of Artist's Work; (iv) Artist has and will have full and sufficient right to assign all rights granted herein and to waive all rights relinquished herein; (v) Artist is not under any obligation to transfer or sell any or all of Artist's Work to any third party; (vi) Artist's Work and/or Artist's Supporting Works have not been and will not be published under circumstances, except as provided herein, and have not been the subject of any commercial transaction, which have or will cause a loss of any copyright, trademark or other intellectual property and proprietary rights; and (vii) Artist's Work and/or Artist's Supporting Works do not and will not infringe any patent, copyright, trademark or other intellectual property or proprietary rights, privacy rights or other rights of any third party, nor has any claim (whether or not embodied in a legal action, past or present) of such infringement been threatened or asserted, nor is such a claim pending, against Artist (or, insofar as Artist is aware, against any entity from which Artist has obtained any rights related to Artist's Work or Artist's Supporting Works).

To the fullest extent permitted by law, Artist shall indemnify, defend (including payment of City's actual attorneys' fees) and hold City and City's elected officials, officers employees,

agents and volunteers free and harmless with respect to any and all liabilities and any and all claims and actions alleging that Artist's Work or any of Artist's Supporting Works, or any design or concept embodied therein, infringe any copyright, trademark or other intellectual property or proprietary right.

15. WARRANTY OF ARTIST'S WORK

A. Artist hereby warrants that Artist's Work will be free of defects in workmanship (due to faulty design, casting, fabrication, or other applicable production technique), materials and/or finish, and that Artist will, at Artist's sole expense, promptly and satisfactorily remedy or repair any such defects in workmanship, materials and finish, and if necessary replace any part or all of Artist's Work, with respect to any defects, errors, or mistakes ("Defects") appearing within a period of five (5) years of City's final payment to Artist for the Artist's Work ("Warranty Period"), excluding repairs required due to vandalism. Should there be any deterioration in Artist's Work due to the quality of any incorporated material or materials, occurring within the Warranty Period, Artist shall promptly repair and/or replace all affected portions at Artist's sole expense. Within thirty (30) days of the City discovering and providing written notice to Artist of any such Defects, Artist shall cause any and all defective work to be corrected to City's reasonable satisfaction, at Artist's sole expense.

B. Neither City's review, approval or acceptance of, or non-payment for, any of the Services shall operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Artist shall be and remain liable to City in accordance with applicable law for all damages to City caused by Artist's negligent or inadequate performance of any of the Services or production of Artist's Work furnished under this Agreement.

C. The rights and remedies of City provided for under this Agreement are in addition to any other rights and remedies provided by law.

16. MAINTENANCE

Following final payment to Artist hereunder, maintenance of Artist's Work shall be performed by an art preservationist selected by the City, who is fully qualified to perform such maintenance. The City may, but is not required to, consult with Artist concerning issues related to maintenance. The City shall not be required to utilize Artist's services in connection with such maintenance.

17. PUBLIC SAFETY

Artist understands that Artist's Work will be physically accessible by the public including persons of all ages. Therefore, Artist agrees to design and construct Artist's Work so as to avoid creating unreasonable risks to the public when used in the manner for which it is designed.

18. ARTIST'S CREDIT

The City will purchase and have installed at the base of the Artist's Work an identification plaque that will include the Artist's name, year of installation, and title. If desired by City, City's name as the commissioning agency may also be included in the Artist's plaque.

19. INDEPENDENT CONTRACTOR

Artist will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute Artist as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Artist.

20. CONFIDENTIALITY

Prior to final acceptance of Artist's Work, Artist's Supporting Works and all documents, discussion, renderings or fabrication or other information developed or received by Artist or provided by the City for performance of this Agreement, are deemed confidential and shall not be disclosed by Artist without prior written consent by City. City shall grant such consent if disclosure is legally required or necessary to provide the Services.

21. CONFLICTS OF INTEREST

Artist hereby warrants for himself, his employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with Artist in connection with this project. Artist hereby warrants for himself and anyone acting on his behalf that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. The inclusion of the provisions in this Section shall not operate to give Artist the right to subcontract or assign his duties or rights hereunder either in whole or in part, without City's prior written consent and any attempt to do so shall be void and of no effect.

22. INDEMNIFICATION AND RELEASE

A. To the fullest extent permitted by law, Artist shall indemnify, hold harmless and defend City, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property, stop notices, liens, breach of this Agreement, and/or any other financial loss, resulting from any alleged intentional, reckless, negligent or other acts, errors or omissions of Artist, Artist's agents, contractors, and/or any other person or entity acting on behalf of Artist in the performance of this Agreement. Such costs and expenses shall include payment of reasonable attorneys' fees of counsel of City's choice.

The parties understand and agree that the duty of Artist to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

B. To the fullest extent permitted by law, Artist, on behalf of himself and his heirs, executors, administrators and assigns, hereby releases, discharges and agrees not to sue the City of Brea, its agents, officers, servants, employees, and/or volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with Artist's performance of services pursuant to this Agreement, from whatever cause, including the active or passive negligence of the City of Brea.

C. Artist's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. Artist expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. City does not, and shall not, waive any rights that it may possess against Artist because of the acceptance by City, or the deposit with City, of any insurance policy or certificate. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

E. Artist agrees to pay all required taxes on amounts paid to Artist under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Artist shall fully comply with the workers' compensation laws applicable to Artist and/or persons acting on Artist's behalf. Artist further agrees to indemnify and hold City harmless from any failure of Artist to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Artist under this Agreement, any amount due to City from Artist as a result of Artist's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

23. MUTUAL COOPERATION

A. City shall provide Artist with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Artist's Services.

B. In the event any claim or action is brought against City relating to Artist's performance in connection with this Agreement, Artist shall render any reasonable assistance that City may require.

24. REVIEW OF WORK

Artist shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years following completion of the Services. City shall have access, without charge, upon reasonable notice, during normal business hours to review any of Artist's Work, or any other work provided pursuant to this Agreement and any documentation related thereto and/or to review or monitor Artist's progress in performing pursuant to this Agreement. Artist shall provide evidence satisfactory to City, of timely Artist's progress in the production of Artist's Work.

25. TERMINATION OF AGREEMENT

A. Either party shall have the right to terminate this Agreement upon the other party's failure to perform as required herein, by providing the other with no less than fourteen (14) calendar days' prior written notice ("Termination Notice".) The Termination Notice must specify the breach and provide the breaching party with an opportunity to cure the breach within the fourteen (14) day notice period, or such longer period as the notifying party shall provide. If City provides the Notice of Termination, then Artist agrees to cease all work under this Agreement upon receipt of such Notice, except as may be necessary to cure the breach. Upon termination based on Artist's uncured breach, all work product of Artist, including Artist's Work and Artist's Supporting Works, completed or partially completed, up to the date of receipt of the Notice of Termination, including any and all related intellectual property and proprietary rights, and copyrights, shall become the property of City as if full payment had been made by City. City shall have the right to demand further assurances of Artist's ability to timely complete the Services, at any time upon demand.

B. City may terminate this Agreement for any reason at any time by providing Artist not less than ten (10) days' prior, written notice whereupon Artist agrees to cease all work under this Agreement. In the event of termination of this Agreement by City, due to no fault or failure of performance by Artist, Artist shall be paid based on the percentage of services satisfactorily performed and/or Artist's Work satisfactorily produced as of the time of termination. In no event shall Artist be entitled to receive more than the amount that would be paid to Artist for the full performance of the Services required by this Agreement.

26. SURVIVAL OF CERTAIN PROVISIONS

The provisions of Sections 9 - 12, 14 - 18, 22, 23, 26, 30, and 32 shall survive the expiration or earlier termination of this Agreement.

27. FORCE MAJEURE

Artist shall not be liable for failure to perform any of the Services and/or produce Artist's Work as required under this Agreement if Artist presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control, and without the fault or negligence of Artist. In such event, Artist shall be provided additional time to complete the Services, not to exceed thirty (30) days or such other period agreed upon in writing.

28. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Artist's and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to City:

Chris Emeterio, Assistant City Manager
City of Brea
1 Civic Center Circle
Brea, CA 92821

If to Artist:

Carlos Terrés
Antonio Moreno Oviedo 648
Col. Chirlitos, Lago de Moreno
Jalisco, Mexico 47474

29. PROHIBITION AGAINST ASSIGNMENT

Artist's performance of the Services is personal to Artist. Artist shall not delegate, transfer, subcontract (except for transportation services) or assign his duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Artist.

30. ATTORNEY'S FEES

In the event that City or Artist commences any legal action or proceeding for breach, or to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of experts.

31. ENTIRE AGREEMENT

This instrument contains the entire agreement between City and Artist with respect to the subject matter herein. No other prior representations or oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by City and Artist.

32. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Orange County Superior Court, State of California. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California. No conflicts of laws principles shall apply.

33. TIME OF ESSENCE.

Time is of the essence in every term herein in which time to perform is a factor.

34. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

35. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

36. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Brea

By:_____
Marty Simonoff, Mayor

Date:_____

Artist

By:_____
Carlos Terrés

Date: 3/15/2023

Attest:_____
Lillian Harris-Neal, City Clerk

Agenda Item 22.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: **Dispatch Services – La Habra Police Department**

RECOMMENDATION

Approve the Memorandum of Understanding between the City of Brea and the City of La Habra to assist with dispatch services and the training of La Habra Police Dispatchers.

BACKGROUND/DISCUSSION

The La Habra Police Department (LHPD) has formally requested the assistance of the Brea Police Department (BPD) in their Dispatch Center. LHPD is currently in the midst of a staffing crisis and desperately needs assistance. The current staffing levels at La Habra have made it difficult, at best, to provide 24-hour-a-day / 7-day-a-week coverage within their Center.

LHPD's request is two-fold. First, LHPD has asked that Brea Police Dispatchers be authorized to work overtime, voluntarily, in LHPD's Dispatch Center. The services provided to La Habra would include a variety of Dispatch-related tasks including, but not limited to, receiving and dispatching routine and emergency calls and performance of other Dispatch associated services as requested by the La Habra Chief of Police or their designee. Second, LHPD has requested Brea PD's assistance in training new LHPD Dispatchers in our Dispatch Center until such a time when they have sufficient staffing to train their Dispatchers.

It is important to note that Brea's Dispatching needs will remain the priority. Any assistance given to La Habra will occur only after Brea's staffing needs have been met. Any overtime shift worked at LHPD's Dispatch center by a BPD Dispatcher shall be completely voluntary, and no BPD Dispatcher shall be ordered to work a LHPD Dispatch shift.

This agreement will be valid effective August 19, 2023, and end on January 1, 2024.

Since June, Chief Hawley has met and discussed this request on three separate occasions with the Brea Police Association (B.P.A.) on this matter. However, upon approval of this M.O.U., Chief Hawley and City Staff will formally meet and confer with B.P.A. and engage stakeholders in our Dispatch Center to implement these two requests.

FISCAL IMPACT/SUMMARY

There is no fiscal impact on the City of Brea. The City of Brea shall invoice the City of La Habra for any shifts worked, and the City of La Habra has agreed to reimburse the City of Brea at our rate for shifts worked.

Due to the timing of LHPD's request and their dire staffing levels, this request was not brought to Finance Committee and instead presented directly to City Council for consideration.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Philip A. Rodriguez, Captain
Concurrence: Adam C. Hawley, Chief of Police

Attachments

Brea PD Working Agreement

AGREEMENT FOR POLICE DISPATCH SERVICES

THIS AGREEMENT FOR POLICE DISPATCH SERVICES (hereinafter, the "Agreement") is made and entered into as of August 19, 2023 by and between the CITY OF LA HABRA, a municipal corporation, with principal offices located at 110 East La Habra Boulevard, La Habra, California, 90631 (hereinafter, "LA HABRA), and the CITY OF BREA, a municipal corporation, with principal offices located at 1 Civic Center Circle, BREA, California, 92821 (hereafter, "BREA")

RECITALS

A. LA HABRA desires police dispatch-related services, including assistance in training newly hired dispatch employees (hereinafter referred to as "Services").

B. These Services are generally available from other public agencies.

C. BREA employs personnel who are trained, experienced and available to provide these Services to LA HABRA.

D. BREA is willing to provide Services to LA HABRA on the terms hereinafter provided.

E. All legal prerequisites to the making of this Agreement have occurred.

AGREEMENT

NOW, THEREFORE, LA HABRA AND BREA agree as follows:

1. BREA shall provide Services for LA HABRA subject to the availability of BREA personnel, without creating undue burden on said personnel's primary duties and responsibilities to the parent agency, BREA. BREA police dispatchers shall perform a variety of dispatch related tasks including, but not limited to, receiving and dispatching routine and emergency calls, and perform other dispatch related services as requested by the La Habra Chief of Police, or his/her designee.

2. BREA shall assist in training newly hired LA HABRA police dispatchers. The training will be conducted at BREA when a qualified trainer of BREA, when available.

3. BREA shall provide the Services under this Agreement beginning August 19, 2023, and diligently perform as required until January 1, 2024. BREA will perform said Services as an independent contractor and not as an employee of LA HABRA. BREA shall be under the control of LA HABRA as to the result to be accomplished and not as to the means or manner by which such results are to be accomplished.

4. LA HABRA will prepare and furnish to BREA upon request such information as is reasonably necessary to the performance of the Services by BREA hereunder.

5. LA HABRA shall pay BREA the rate of forty-one dollars and eighty one cents ($41.81) per hour for Services performed by BREA's per diem dispatchers and the overtime rate of seventy nine dollars and sixty one cents ($79.61) per hour for Services performed by BREA's full-time dispatchers, while they are performing Services under this Agreement. The total amount for the duration of this Agreement shall not exceed thirty thousand dollars ($30,000). Payment shall be made after the submission of an invoice and shall be due within thirty (30) days.

6. Either Party may terminate this Agreement at any time for any reason by providing thirty (30) days notice to the other Party. Notice from BREA shall be given to the LA HABRA Chief of Police or their designee. Notice from LA HABRA shall be given to the BREA Chief of Police or their designee. The Agreement shall terminate thirty (30) days thereafter. LA HABRA shall compensate BREA for Services rendered under this Agreement up to the termination date.

7. To the maximum extent permitted by law, BREA shall indemnify, defend (with legal counsel acceptable to LA HABRA) and hold harmless LA HABRA, its officials, officers, employees, volunteers, and agents ("La Habra Indemnified Parties") from and against any and all actions, suits, claims, demands, judgements, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of BREA's or any of BREA's employees', agents', or contractors' performance of any tasks or services for or on behalf of LA HABRA under this Agreement, including any acts, omissions, or willful misconduct, except to the extent any such Claim arises from the negligence or willful misconduct of LA HABRA or any LA HABRA Indemnified Party.

8. To the maximum extent permitted by law, LA HABRA shall indemnify, defend (with legal counsel acceptable to BREA) and hold harmless BREA, its officials, officers, employees, volunteers, and agents ("BREA Indemnified Parties") from and against any and all actions, suits, claims, demands, judgements, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of LA HABRA'S or any of LA HABRA's employees', agents', or contractors' performance of any tasks or services for or on behalf of BREA under this Agreement, including any acts, omissions, or willful misconduct, except to the extent any such Claim arises from the negligence or willful misconduct of BREA or any BREA Indemnified Party.

9. This Agreement is not assignable without the prior written consent of the Parties.

10. BREA shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation, while performing the Services pursuant to this Agreement.

11. All notices, invoices, or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to LA HABRA:	CITY OF LA HABRA
	Attn: Jim Sadro
	110 East La Habra Boulevard
	La Habra, California 90631
If to BREA	CITY OF BREA
	Attn: Bill Gallardo, City Manager
	1 Civic Center Circle
	BREA, California 92821

12. Each Party shall keep and maintain insurance of the types and in the amounts as set forth in the certificates of insurance of each Party that are attached to this Agreement, and neither Party shall cancel or terminate such insurance without 30 days written notice to the other party. Each party may satisfy its obligation here under through self-insurance policy (IES) that provide equal or greater coverage.

13. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein. No Representation or promise not set forth herein shall be binding or have any force or effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF BREA

X _____

CITY ADMINISTRATOR
CITY OF BREA

X _____

CHIEF OF POLICE
CITY OF BREA

APPROVED AS TO FORM:

X _____

CITY ATTORNEY
CITY OF BREA

CITY OF LA HABRA

X _____

CITY MANAGER
CITY OF LA HABRA

X _____

CHIEF OF POLICE
CITY OF LA HABRA

APPROVED AS TO FORM:

X _____

CITY ATTORNEY
CITY OF LA HABRA

Agenda Item 23.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan

RECOMMENDATION

Review and approve the Investment Policy Guidelines for the City of Brea's Employee Benefits Fund Pension Plan through Public Agencies Retirement Services (PARS).

BACKGROUND/DISCUSSION

On November 17, 2015, the City Council approved participation within the Public Agencies Post-Employment Benefit Trust Program that established the City of Brea's Employee Benefits Fund Pension Plan ("Plan"). The Plan is administered by Public Agencies Retirement Services (PARS) to assist the City in "pre-funding" its pension obligations in an irrevocable Section 115 Trust account. Some of the benefits of participating in the program are summarized below:

- City maintains oversight of investment management and control over the risk tolerance level of the portfolio;
- Assets held in the PARS Section 115 Trust account allow for greater investment flexibility and risk diversification compared to the City's General Fund investments;
- Assets could be accessed to offset unexpected CalPERS rate increases (rate stabilization);
- Potential to improve an agency's bond rating; and
- Flexibility to access assets at any time as long as it is used to pay employer's pension obligations.

The investment strategies for these assets are defined within the City's Investment Policy Guidelines that were developed and evaluated by PARS, HighMark Capital Management (the Plan’s Investment Advisory Firm) and the City's Investment Advisory Committee (IAC). The purpose of the Investment Policy Guidelines is to facilitate communication and confirm the City's investment objectives for the Plan. It also helps maintain a long-term perspective when market volatility is caused by short-term market movements. The policy also details the Plan's Trustee, the Investment Manager and the Investment Advisory Committee's roles and responsibilities.

The Investment Advisory Committee, including PARS and HighMark Capital Management, annually reviews the Investment Policy Guidelines and provides recommendations (if any) on any changes for the upcoming annual review period. The current investment objective is a "Balanced Objective" which has a dual goal to seek growth of income and principal. As part of the annual review, there were no new changes recommended (with the exception of minor grammatical and formatting changes) to this year's Investment Policy Guidelines.

The proposed Investment Policy Guidelines for the City of Brea's Employee Benefits Fund

Pension Plan is attached.

COMMISSION/COMMITTEE RECOMMENDATION

On July 24, 2023, the Investment Advisory Committee reviewed the Investment Policy Guidelines and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact for approving the Investment Policy Guidelines.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager-Revenue, and
Monica Lo, Deputy Director of Administrative Services
Concurrence: Kristin Griffith, Director of Administrative Services

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Attachments

Proposed 2023 Employee Benefits Fund Pention Plan Investment Guidelines

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Investment Policy Guidelines

PROPOSED

City of Brea

Employee Benefits Fund Pension Plan

August 2023

PROPOSED

HIGHMARK®
CAPITAL MANAGEMENT

Investment Policy Guidelines

Scope and Purpose

The purpose of these Investment Policy Guidelines is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2023

Plan Sponsor:	City of Brea
Governance:	Investment Advisory Committee for the City of Brea
Plan Name ("Plan"):	City of Brea Employee Benefit Fund Pension Plan
Trustee:	US Bank Contact: Sue Hughes, 949-224-7209 Susan.Hughes@usbank.com
Type of Account:	*Pension Plan*
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Keith Stribling, CFA, 714-315-0685 james.stribling@usbank.com

PROPOSED

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to provide a reasonable level of growth which, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: Assets in the Plan will seek to mitigate the impact of future rate increases from CalPERS. Typically increases in rates come with a one-year advance warning, however this Plan may transfer assets to CalPERS at any time.

Investment Objective: The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth herein. The investment objective the Plan Sponsor has selected is the **Balanced Objective**, which has a dual goal to seek growth of income and principal.

Risk Tolerance: *Balanced*
The account's risk tolerance has been rated moderate, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

PROPOSED

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	30%-50%	50%-70%
Policy: 5%	Policy: 35%	Policy: 60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with the City's objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	50%-70%
Equity Style	*Range*
Domestic Large Cap Equity	20%-50%
Domestic Mid Cap Equity	0%-15%
Domestic Small Cap Equity	0%-20%
International Equity (incl. Emerging Markets)	0%-20%
Real Estate Investment Trust (REIT)	0%-10%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	30%-50%

Eligible Investments

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)
- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates

PROPOSED

Quality

The portfolio will maintain a minimum weighted average quality of A- at all times. Individual securities shall have a minimum quality rating of Baa3 by Moody's or BBB- by Standard & Poor's (S&P).

Duration

The manager will maintain the portfolio duration within +/- 25% of the benchmark duration at all times.

Diversification

- Any individual issuer position size is to be less than 10% of the portfolio assets at time of purchase, with the exception of securities issued or guaranteed by the U.S. Government, its agencies, and Government Sponsored Enterprises
- High Yield will be managed with funds and/or ETF's at less than 5% of the total portfolio.

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

32.00%	S&P500 Index
6.00%	Russell Mid Cap Index
9.00%	Russell 2000 Index
4.00%	MSCI Emerging Market Index
7.00%	MSCI EAFE Index
2.00%	Wilshire REIT
27.00%	BC US Aggregate Index
6.75%	ML 1-3 Year US Corp/Gov't
1.25%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

PROPOSED

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth
Value	Russell Mid Cap Value
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth
Value	Russell 2000 Value
REITs	Wilshire REIT
International Equity	MSCI EAFE
Investment Grade Bonds	Barclays US Aggregate

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-adviser.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Individual high yield or below investment grade rated bonds (high yield will be managed with funds and/or ETF's)
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

PROPOSED

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Advisory Committee of the City of Brea is responsible for:

- Confirming in writing the accuracy of this Investment Policy Guidelines.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.

The City Treasurer and Administrative Services Director is responsible for:

- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.
- Providing quarterly investment reports to the City Council.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Investment Advisory Committee with the development and maintenance of this Investment Policy Guidelines annually.
- Meeting with Investment Advisory Committee semi-annually to review portfolio structure, holdings, and performance.
- Meeting with City Council annually to review portfolio structure, holdings, and performance.
- Providing quarterly investment reports to the Investment Advisory Committee.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Communicating to the City Council, the Investment Advisory Committee, City Treasurer and the Administrative Services Director when investment portfolio demonstrates low performance, if any, which occurs between each periodic report.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, City Treasurer and the Administrative Services Director within two (2) business days.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.
- Voting proxies, if applicable.

PROPOSED

- Recommending changes to any of the above.
- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at the City's request.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Policy Guidelines, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Policy Guidelines supersedes all previous versions of an Investment Policy Guidelines or investment objective instructions that may have been executed for this account.

_____ Date: _____

Plan Sponsor: City of Brea

_____ Date: _____

Investment Manager: Keith Stribling, CFA, Senior Portfolio Manager, (714) 315-0685

PROPOSED

Agenda Item 24.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Investment Policy Guidelines for the City of Brea's Other Post Employments Benefits (OPEB) Trust Fund

RECOMMENDATION

Review and approve the Investment Guidelines for the City's Other Post Employment Benefits (OPEB) Trust Fund through Public Agency Retirement Services (PARS).

BACKGROUND/DISCUSSION

On May 5, 2020, the City Council approved the Investment Guidelines as presented for the City's OPEB Trust Program ("Plan") following the Investment Advisory Committee's recommendation of a Moderate Investment Objective. The below chart summarizes the Strategic Asset Allocation for the Moderate Investment Objective:

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	40%-60%	40%-60%
Policy: 5%	Policy: 45%	Policy: 50%

The goal of the Plan's investment program, as identified in the Investment Guidelines, is to provide a reasonable level of growth which will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan; and
- The Plan’s assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

The purpose of the guidelines are to:

- Facilitate the process of ongoing communication between the Plan sponsor and its plan fiduciaries;
- Confirm the Plan’s investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan sponsor;

- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers; and
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

During the COVID-19 pandemic, the initial contribution to this Plan was suspended. The Plan currently has no assets and the City Council is anticipated to discuss an initial contribution after the close of Fiscal Year 2022-23. Any initial contribution is recommended to be dollar cost averaged over a 12-month period based upon the Investment Advisory Committee's recommendation discussed at the April 27, 2020 Investment Advisory Committee meeting.

The Investment Advisory Committee, including PARS and HighMark Capital Management, annually reviews the Investment Policy Guidelines and provides recommendations (if any) on any changes for the upcoming annual review period. As part of the annual review, there were no new changes recommended (with the exception of minor grammatical and formatting changes) to this year's Investment Policy Guidelines.

The proposed Investment Policy Guidelines for the City of Brea's Other Post Employment Benefits (OPEB) Trust Fund is attached.

COMMISSION/COMMITTEE RECOMMENDATION

On July 24, 2023, the Investment Advisory Committee reviewed the Investment Policy Guidelines and is recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact for approving the Investment Policy Guidelines.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager-Revenue and
Monica Lo, Deputy Director of Administrative Services
Concurrence: Kristin Griffith, Director of Administrative Services

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Attachments

Proposed 2023 Investment Policy Guidelines for OPEB

Investment Policy Guidelines

PROPOSED

City of Brea

OPEB

August 2023

PROPOSED

HIGHMARK®
CAPITAL MANAGEMENT

Investment Policy Guidelines

Scope and Purpose

The purpose of these Investment Policy Guidelines is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2023

Plan Sponsor:	City of Brea
Governance:	Investment Advisory Committee for the City of Brea
Plan Name ("Plan"):	City of Brea OPEB plan
Trustee:	US Bank Contact: Sue Hughes, 949-224-7209 Susan.Hughes@usbank.com
Type of Account:	*Other Post Employment Benefit (OPEB) Plan*
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Keith Stribling, CFA, 714-315-0685 james.stribling@usbank.com

PROPOSED

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to provide a reasonable level of growth which, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: An amount equal to one hundred percent (100%) of the annual OPEB obligations up to the annual required contribution is anticipated to be deposited upfront in July of each year with disbursements to be made monthly to pay ongoing OPEB obligations.

Target Rate of Return: 2.21%

Investment Objective: **Moderate Objective**: The primary objective is to generate a reasonable level of growth. The investment objective the Plan Sponsor has selected is the **Moderate Objective**, which has a dual goal to seek growth of income and principal.

Risk Tolerance: ***Moderate***
The account's risk tolerance has been rated moderate, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Portfolio Type: ***Highmark Plus (active strategy)***

PROPOSED

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

Strategic Asset Allocation Ranges		
Cash	Fixed Income	Equity
0-20%	40%-60%	40%-60%
Policy: 5%	Policy: 45%	Policy: 50%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with the City's objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	40%-60%
Equity Style	*Range*
Domestic Large Cap Equity	15%-45%
Domestic Mid Cap Equity	0%-10%
Domestic Small Cap Equity	0%-15%
International Equity (incl. Emerging Markets)	0%-15%
Real Estate Investment Trust (REIT)	0%-15%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	40%-60%
Fixed Income Style	*Range*
Long-term bonds (maturities >7 years)	0%-25%
Intermediate-term bonds (maturities 3-7 years)	25%-60%
Short-Term bonds (maturities <3 years)	0%-25%
High Yield bonds	0%-10%

PROPOSED

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

26.50%	S&P500 Index
5.00%	Russell Mid Cap Index
7.50%	Russell 2000 Index
3.25%	MSCI Emerging Market Index
6.00%	MSCI EAFE Index
1.75%	Wilshire REIT
33.50%	Barclays Capital US Aggregate Index
10.00%	ML 1-3 Year US Corp/Gov't
1.50%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth
Value	Russell Mid Cap Value
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth
Value	Russell 2000 Value
REITs	Wilshire REIT
International Equity	MSCI EAFE
Investment Grade Bonds	Barclays US Aggregate

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-adviser.

PROPOSED

Investment Limitations:
The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Individual high yield or below investment grade rated bonds (high yield will be managed with funds and/or ETF's)
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor
The Investment Advisory Committee of the City of Brea is responsible for:

- Confirming in writing the accuracy of this Investment Policy Guidelines.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.

The City Treasurer and Administrative Services Director is responsible for:

- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.
- Providing quarterly investment reports to the City Council.

Responsibilities of Trustee
The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager
The Investment Manager is responsible for:

- Assisting the Investment Advisory Committee with the development and maintenance of this Investment Policy Guidelines annually.
- Meeting with Investment Advisory Committee annually to review portfolio structure, holdings, and performance.
- Meeting with City Council annually to review portfolio structure, holdings, and performance.
- Providing quarterly investment reports to the Investment Advisory Committee.

PROPOSED

- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Communicating to the City Council, the Investment Advisory Committee, City Treasurer and the Administrative Services Director when the investment portfolio demonstrates low performance, if any, which occurs between each periodic report.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
    - Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, City Treasurer and the Administrative Services Director within two (2) business days.
    - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.
- Voting proxies, if applicable.
- Recommending changes to any of the above.
- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at the City's request.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

PROPOSED

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Policy Guidelines, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Policy Guidelines supersedes all previous versions of an Investment Policy Guidelines or investment objective instructions that may have been executed for this account.

_____ Date: _____

Plan Sponsor: City of Brea

_____ Date:_____

Investment Manager: Keith Stribling, CFA, Senior Portfolio Manager, (714) 315-0685

PROPOSED

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Outgoing Payment Log and July 14, 21 & 28 and August 4, 2023 City Disbursement Registers

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager, Revenue
Concurrence: Monica Lo, Deputy Director of Administrative Services

Attachments

Outgoing Payment Log
07-14-2023 City Disbursement Register
07-21-2023 City Disbursement Register
07-28-2023 City Disbursement Register
08-04-2023 City Disbursement Register

City of Brea
Outgoing Payment Log
June 2023

Effective Date	Vendor	Description		Amount
General Account Electronic payments				
6/2/2023	BankCard	Golf credit card processing fees		7,709.17
6/2/2023	Elavon	Golf credit card processing fees		3,450.77
6/2/2023	Brea Payroll	Brea staff payroll		954,176.99
6/2/2023	Brea Payroll	Employee deductions		87,247.00
6/2/2023	EDD	Payroll State taxes		60,150.29
6/2/2023	CA SDU	Child support payments		826.15
6/2/2023	IRS	Payroll Federal taxes		196,833.06
6/5/2023	Citizens Business Bank	COMDEV, FIN, PD credit card processing fees		4,255.78
6/5/2023	Paypal	Paypal processing fees		129.05
6/6/2023	CALPERS	Medical payment		365,938.71
6/6/2023	CALPERS	Member retirement		228,671.18
6/9/2023	ADP	ILJAOC Payroll service fee		140.12
6/16/2023	CA Dept of Tax	Sales tax		657.65
6/16/2023	Brea Payroll	Brea staff payroll		934,736.63
6/16/2023	Brea Payroll	Employee deductions		89,086.22
6/16/2023	EDD	Payroll State taxes		57,388.53
6/16/2023	CA SDU	Child support payments		826.15
6/16/2023	IRS	Payroll Federal taxes		187,547.20
6/20/2023	Paymentus	Monthly service fee		5,857.11
6/21/2023	Telecheck	Telecheck processing fees		114.59
6/21/2023	ICMA	Retiree medical benefit		40,760.30
6/21/2023	CALPERS	Member retirement		229,773.94
6/23/2023	Citizens Business Bank	Monthly banking service fee		2,493.21
6/29/2023	ILJAOC Payroll	ILJAOC staff salary & payroll taxes		13,119.23
6/30/2023	Brea Payroll	Brea staff payroll		1,114,734.22
6/30/2023	Brea Payroll	Employee deductions		27,949.35
6/30/2023	EDD	Payroll State taxes		67,224.53
6/30/2023	CA SDU	Child support payments		826.15
6/30/2023	IRS	Payroll Federal taxes		214,667.83
			Subtotal $	4,897,291.11
Imprest Accounts				
	Various	Workers Compensation Claims		215,650.84
	Various	General Liability Claims		20,953.28
			Subtotal $	236,604.12
			Total **$**	**5,133,895.23**

City Disbursement Register

Between Jul 10, 2023 12:00 AM and Jul 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193183	AGILE OCCUPATIONAL MEDICINE PC	07/14/2023	32405	110141481	HR MED SVCS JUN 2023	$505.00
		AGILE OCCUPATIONAL MEDICINE PC			**Total Check Amount:**	**$505.00**
193184	PAUL ALGARIN	07/14/2023	32423	420	WATER ACCT REFUND	$6.37
		PAUL ALGARIN			**Total Check Amount:**	**$6.37**
193185	BARR & CLARK	07/14/2023	26778	290323215	INSP 1051 SITE DR #96	$450.00
		BARR & CLARK			**Total Check Amount:**	**$450.00**
193186	BEAUFURN, LLC	07/14/2023	32159	510707328	DT PARKLET UMBRELLAS	$4,251.82
		BEAUFURN, LLC			**Total Check Amount:**	**$4,251.82**
193187	THE BEE ARMY	07/14/2023	32412	110404311	BEE SWARM REMOVAL	$400.00
		THE BEE ARMY			**Total Check Amount:**	**$400.00**
193188	EMERSON F. BRAN	07/14/2023	32427	110404542	EOLJ23 MONGORAMA #1	$2,500.00
		EMERSON F. BRAN			**Total Check Amount:**	**$2,500.00**
193189	YVETTE BURKE	07/14/2023	32416	420	WATER ACCT REFUND	$98.73
		YVETTE BURKE			**Total Check Amount:**	**$98.73**
193191	BUSINESS CARD	07/14/2023	18749	110212121	BSCARD 062323 PD	$1,356.88
		07/14/2023	18749	172212133	BSCARD 062323 PD	$4,278.17
		07/14/2023	18749	110141481	BSCARD 062323 HR	$321.26
		07/14/2023	18749	110212111	BSCARD 07-2023DEFAULT	$8,703.16
		07/14/2023	18749	110212131	BSCARD 062323 PD	$1,356.26
		07/14/2023	18749	110404211	BSCARD 062323 CS	$1,312.49
		07/14/2023	18749	110404424	BSCARD 062323 CS	$1,353.29
		07/14/2023	18749	110404428	BSCARD 062323 CS	$2,466.58
		07/14/2023	18749	110	BSCARD 052323 FIRE	($2,650.67)
		07/14/2023	18749	110222221	BSCARD 062323 FIRE	$4,784.51
		07/14/2023	18749	110404425	BSCARD 062323 CS	$1,180.22
		07/14/2023	18749	110404429	BSCARD 062323 CS	$783.15
		07/14/2023	18749	181404250	BSCARD 062323 CS	$2,144.74
		07/14/2023	18749	110212111	BSCARD 062323 PD	$1,526.97
		07/14/2023	18749	110212133	BSCARD 062323 PD	$443.94
		07/14/2023	18749	110404154	BSCARD 062323 CS	$814.36
		07/14/2023	18749	110404217	BSCARD 062323 CS	$15.26
		07/14/2023	18749	950000000	ILJAOC BSCARD 0623 JM	$83.99
		07/14/2023	18749	950000000	ILJAOC BSCARD 0623 MJ	$35.99
		BUSINESS CARD			**Total Check Amount:**	**$30,310.55**
193192	CA BUILDING EVALUATION & CONST INC.	07/14/2023	31875	490515151	EMERGLT/EXITSIGN REPL	$2,911.58
		CA BUILDING EVALUATION & CONST INC.			**Total Check Amount:**	**$2,911.58**
193193	SARAH CHANSLER	07/14/2023	25094	420	WATER ACCT REFUND	$82.52

City Disbursement Register

Between Jul 10, 2023 12:00 AM and Jul 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			SARAH CHANSLER		**Total Check Amount:**	**$82.52**
193195	CITY OF BREA - WATER DEPT	07/14/2023	2039	110404521	WATER 5/8-6/8/2023	$824.11
		07/14/2023	2039	110515141	WATER 5/8-6/8/2023	$24,142.96
		07/14/2023	2039	347515112	WATER 5/8-6/8/2023	$676.78
		07/14/2023	2039	420515131	WATER 5/8-6/8/2023	$267.07
		07/14/2023	2039	490515151	WATER 5/8-6/8/2023	$4,307.40
		07/14/2023	2039	346515112	WATER 5/8-6/8/2023	$4,709.36
		07/14/2023	2039	361515148	WATER 5/8-6/8/2023	$123.29
		07/14/2023	2039	430515123	WATER 5/8-6/8/2023	$244.16
		07/14/2023	2039	110404422	WATER 5/8-6/8/2023	$520.96
		07/14/2023	2039	110515143	WATER 5/8-6/8/2023	$9,885.23
		07/14/2023	2039	343515112	WATER 5/8-6/8/2023	$2,304.78
		07/14/2023	2039	360515145	WATER 5/8-6/8/2023	$2,615.62
		07/14/2023	2039	465515149	WATER 5/8-6/8/2023	$31,438.95
		07/14/2023	2039	110515148	WATER 5/8-6/8/2023	$2,718.06
		07/14/2023	2039	341515112	WATER 5/8-6/8/2023	$2,221.04
		07/14/2023	2039	345515112	WATER 5/8-6/8/2023	$3,514.50
		07/14/2023	2039	360515147	WATER 5/8-6/8/2023	$128.07
		07/14/2023	2039	361515143	WATER 5/8-6/8/2023	$155.03
			CITY OF BREA - WATER DEPT		**Total Check Amount:**	**$90,797.37**
193196	CITY OF BREA - WATER DEPT	07/14/2023	2039	490515151	FIRE METERS 5/8-6/8	$227.86
			CITY OF BREA - WATER DEPT		**Total Check Amount:**	**$227.86**
193197	COMMERCIAL TRANSPORTATION SVC, INC.	07/14/2023	29573	110515141	CDL CLASS A TRAINING	$5,850.68
		07/14/2023	29573	420515131	CDL CLASS A TRAINING	$5,802.76
			COMMERCIAL TRANSPORTATION SVC, INC.		**Total Check Amount:**	**$11,653.44**
193198	CONCORD THEATRICALS CORP.	07/14/2023	17942	110404542	JOSEPH ROYALTIES	$1,980.00
		07/14/2023	17942	110404542	JOSEPH RIGHTS	$5,044.43
			CONCORD THEATRICALS CORP.		**Total Check Amount:**	**$7,024.43**
193199	THE COUNSELING TEAM INTERNATIONAL	07/14/2023	13933	110222221	EMPL SUPP SVCS JUN23	$330.00
			THE COUNSELING TEAM INTERNATIONAL		**Total Check Amount:**	**$330.00**
193200	COUNTY OF ORANGE	07/14/2023	4799	110212131	ANIMALSHLTR APR-JUN23	$10,359.46
			COUNTY OF ORANGE		**Total Check Amount:**	**$10,359.46**
193201	CRASH CHAMPIONS-BREA	07/14/2023	31635	480515161	DAMAGE REPAIR #1902	$2,600.07
		07/14/2023	31635	480515161	ACCIDENT REPAIR #1902	$3,074.87
			CRASH CHAMPIONS-BREA		**Total Check Amount:**	**$5,674.94**
193202	DRI BIRCH LLC	07/14/2023	32418	420	WATER ACCT REFUND	$6.73
			DRI BIRCH LLC		**Total Check Amount:**	**$6.73**

City Disbursement Register

Between Jul 10, 2023 12:00 AM and Jul 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193203	SOUTHERN CALIFORNIA EDISON	07/14/2023	3343	341515112	JUNE 2023 ELECTRICITY	$115.76
		07/14/2023	3343	345515112	JUNE 2023 ELECTRICITY	$56.72
		07/14/2023	3343	346515112	JUNE 2023 ELECTRICITY	$224.68
		07/14/2023	3343	110515121	JUNE 2023 ELECTRICITY	$26,567.50
		07/14/2023	3343	430515123	JUNE 2023 ELECTRICITY	$19.63
		07/14/2023	3343	110515125	JUNE 2023 ELECTRICITY	$7,400.91
		07/14/2023	3343	110515143	JUNE 2023 ELECTRICITY	$14.20
		07/14/2023	3343	343515112	JUNE 2023 ELECTRICITY	$192.52
		07/14/2023	3343	420515131	JUNE 2023 ELECTRICITY	$22,372.74
		07/14/2023	3343	490515151	JUNE 2023 ELECTRICITY	$6,536.95
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$63,501.61**
193204	CELIA FANDINO	07/14/2023	32422	420	WATER ACCT REFUND	$189.65
			CELIA FANDINO		**Total Check Amount:**	**$189.65**
193205	OMAR FEDEEL	07/14/2023	32428	420	WTR ACCT OVERPAYMENT	$5,185.56
			OMAR FEDEEL		**Total Check Amount:**	**$5,185.56**
193206	FRONTIER COMMUNICATIONS	07/14/2023	26183	420515131	5622821220 6/28-7/27	$177.49
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$177.49**
193207	JASON GABRIEL	07/14/2023	32421	420	WATER ACCT REFUND	$104.96
			JASON GABRIEL		**Total Check Amount:**	**$104.96**
193208	BROOKE ASTON HARPER	07/14/2023	27864	110404542	2023 CONCERTS 7/19	$1,300.00
			BROOKE ASTON HARPER		**Total Check Amount:**	**$1,300.00**
193209	HYDROPRO SOLUTIONS	07/14/2023	31845	420515131	WATER METERS+ENCODERS	$11,363.23
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$11,363.23**
193210	PATRICIA SUE IBANEZ	07/14/2023	32409	110	REV23 PAYOUT	$5,636.01
			PATRICIA SUE IBANEZ		**Total Check Amount:**	**$5,636.01**
193211	THE JAMIE SMYTH GROUP. LLC	07/14/2023	32181	475141471	23/24 S/W SUPPORT	$47,300.00
			THE JAMIE SMYTH GROUP. LLC		**Total Check Amount:**	**$47,300.00**
193212	JART DIRECT MAIL SERVICES	07/14/2023	8634	110404542	23/24 SEASON MAILER	$4,396.26
			JART DIRECT MAIL SERVICES		**Total Check Amount:**	**$4,396.26**
193213	CATHERINE KIM	07/14/2023	32419	420	WATER ACCT REFUND	$53.68
			CATHERINE KIM		**Total Check Amount:**	**$53.68**
193214	LAKEMAN CHASSIS	07/14/2023	12885	480515161	CONE HOLDERS	$251.18
		07/14/2023	12885	480515161	ARROWBOARD INST #2229	$542.98
			LAKEMAN CHASSIS		**Total Check Amount:**	**$794.16**
193215	DENA LORDI	07/14/2023	32410	110	RENTAL DEPOSIT REFUND	$1,000.00
			DENA LORDI		**Total Check Amount:**	**$1,000.00**
193216	KEVIN MA	07/14/2023	32417	420	WATER ACCT REFUND	$15.20
			KEVIN MA		**Total Check Amount:**	**$15.20**

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193217	CAROL MAK	07/14/2023	32420	420	WATER ACCT REFUND	$76.96
			CAROL MAK		**Total Check Amount:**	**$76.96**
193218	ANURUDHA MOONESINGHE	07/14/2023	32415	420	WATER ACCT REFUND	$58.91
			ANURUDHA MOONESINGHE		**Total Check Amount:**	**$58.91**
193219	NATIONWIDE	07/14/2023	20975	110	4436 PET INS JUN 2023	$1,281.14
			NATIONWIDE		**Total Check Amount:**	**$1,281.14**
193220	NEWGEN STRATEGIES & SOLUTIONS, LLC	07/14/2023	31442	440515122	SOLIDWASTE STUDY 6/15	$3,585.00
			NEWGEN STRATEGIES & SOLUTIONS, LLC		**Total Check Amount:**	**$3,585.00**
193221	ODP BUSINESS SOLUTIONS, LLC	07/14/2023	31709	110404521	OFFICE SUPPLIES	$77.83
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$77.83**
193222	OLTMANS CONSTRUCTION	07/14/2023	26548	420	WATER ACCT REFUND	$2,423.95
			OLTMANS CONSTRUCTION		**Total Check Amount:**	**$2,423.95**
193223	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	07/14/2023	1351	110212111	23/24 SIC MEMB DUES	$250.00
			ORANGE CTY CHIEFS' & SHERIFFS' ASSN		**Total Check Amount:**	**$250.00**
193224	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	07/14/2023	1351	110212111	23/24 MEMB DUES	$500.00
			ORANGE CTY CHIEFS' & SHERIFFS' ASSN		**Total Check Amount:**	**$500.00**
193225	PACIFIC SECURITY FENCE SOUTH INC.	07/14/2023	32327	420515131	FENCE REPL-BREA CREEK	$2,800.00
			PACIFIC SECURITY FENCE SOUTH INC.		**Total Check Amount:**	**$2,800.00**
193226	PREMIUM RV INC.	07/14/2023	11981	480515161	7-WAY PLUG	$79.16
			PREMIUM RV INC.		**Total Check Amount:**	**$79.16**
193227	PUENTE HILLS FORD	07/14/2023	25742	480515161	BRAKE ROTORS	$295.23
		07/14/2023	25742	480515161	DRAIN PLUGS	$29.35
		07/14/2023	25742	480515161	FUEL HOUSING	$106.03
		07/14/2023	25742	480515161	FUEL HOUSING CREDIT	($40.47)
		07/14/2023	25742	480515161	SENSOR	$98.08
		07/14/2023	25742	480515161	SHIELD CREDIT	($72.53)
			PUENTE HILLS FORD		**Total Check Amount:**	**$415.69**
193228	LAUREL RUDZIK	07/14/2023	32368	420	TEMP METER DEP REFUND	$1,903.72
			LAUREL RUDZIK		**Total Check Amount:**	**$1,903.72**
193229	SMART & FINAL	07/14/2023	3269	110404217	TEEN ZONE SNACKS	$41.68
			SMART & FINAL		**Total Check Amount:**	**$41.68**
193230	SMITH POWERHOUSE INC.	07/14/2023	32400	480515161	GENERATOR RPR #270008	$2,100.00
			SMITH POWERHOUSE INC.		**Total Check Amount:**	**$2,100.00**
193231	SOUTHERN CALIFORNIA PERMANENTE	07/14/2023	30681	110141481	HR MED SVCS MAY/JUN23	$7,398.00
			SOUTHERN CALIFORNIA PERMANENTE		**Total Check Amount:**	**$7,398.00**
193232	SPECTRUM GAS PRODUCTS, INC.	07/14/2023	16060	174222222	OXYGEN	$48.30
		07/14/2023	16060	174222222	OXYGEN TANK INSP	$24.00

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		SPECTRUM GAS PRODUCTS, INC.			**Total Check Amount:**	**$72.30**
193233	SWEETWOOD CREATIVE	07/14/2023	19991	110404542	NTL23 PAYOUT #1	$4,500.00
		SWEETWOOD CREATIVE			**Total Check Amount:**	**$4,500.00**
193234	U.S. POSTAL SERVICE	07/14/2023	10732	110141441	FY 23/24 PO BOX 2202	$1,480.00
		U.S. POSTAL SERVICE			**Total Check Amount:**	**$1,480.00**
193235	U.S. POSTAL SERVICE	07/14/2023	3284	110111151	BREALINE FALL 2023	$3,848.20
		U.S. POSTAL SERVICE			**Total Check Amount:**	**$3,848.20**
193236	UNITED RENTALS NORTHWEST, INC.	07/14/2023	7051	420515131	CONCRETE TRAILR/MIXER	$304.93
		UNITED RENTALS NORTHWEST, INC.			**Total Check Amount:**	**$304.93**
193237	USC FOUNDATION	07/14/2023	10128	420515131	23/24 MEMB RENEWAL	$573.10
		USC FOUNDATION			**Total Check Amount:**	**$573.10**
193238	DR. ROBERT L. WILKINSON	07/14/2023	19024	110141481	HR MED SVCS JUN 2023	$130.00
		DR. ROBERT L. WILKINSON			**Total Check Amount:**	**$130.00**
					Check Subtotal	**$342,509.18**
V52174	AFLAC-ACCOUNT #EZA73	07/14/2023	22923	110	ACC/CANCER INS JUN23	$1,120.66
		AFLAC-ACCOUNT #EZA73			**Total Check Amount:**	**$1,120.66**
V52175	ANNA CHAVEZ AGUSTIN	07/14/2023	31862	110404215	ZUMBA	$392.00
		ANNA CHAVEZ AGUSTIN			**Total Check Amount:**	**$392.00**
V52176	JUDY ALLEN	07/14/2023	20447	110404215	PERSONAL TRAINER	$362.40
		07/14/2023	20447	110404215	B.PUMP/PILATES/SS	$448.00
		JUDY ALLEN			**Total Check Amount:**	**$810.40**
V52177	ALLSTAR FIRE EQUIPMENT	07/14/2023	8353	110222221	RIT-PAK III REPAIR	$92.84
		ALLSTAR FIRE EQUIPMENT			**Total Check Amount:**	**$92.84**
V52178	ALTERNATIVE HOSE, INC.	07/14/2023	18488	480515161	HOSES	$36.11
		07/14/2023	18488	480515161	CREDIT TO INV#6055094	($88.86)
		07/14/2023	18488	480515161	HOSE RETURN (6054092)	($291.20)
		07/14/2023	18488	480515161	HOSE	$420.72
		ALTERNATIVE HOSE, INC.			**Total Check Amount:**	**$76.77**
V52179	AVCOGAS PROPANE SALES & SERVICES	07/14/2023	22047	480515161	PROPANE 145.9 GALS	$323.37
		AVCOGAS PROPANE SALES & SERVICES			**Total Check Amount:**	**$323.37**
V52180	BREA AUTO SERVICE	07/14/2023	12780	480515161	A/C REPAIR #1416	$242.08
		BREA AUTO SERVICE			**Total Check Amount:**	**$242.08**
V52181	C. WELLS PIPELINE MATERIALS INC	07/14/2023	13055	420515131	METER BOXES	$13,361.00
		07/14/2023	13055	420515131	METER GASKETS	$253.10
		07/14/2023	13055	420515131	PLUMBING SUPPLIES	$4,064.33
		C. WELLS PIPELINE MATERIALS INC			**Total Check Amount:**	**$17,678.43**
V52182	C.I. BUSINESS EQUIPMENT INC	07/14/2023	6520	110141441	23/24 SHREDDER MNT	$635.00

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			C.I. BUSINESS EQUIPMENT INC		**Total Check Amount:**	**$635.00**
V52183	CALIFORNIA DOMESTIC WATER CO	07/14/2023	3388	420515131	WTR CONSUMPTION JUN23	$3,089,355.02
			CALIFORNIA DOMESTIC WATER CO		**Total Check Amount:**	**$3,089,355.02**
V52184	CALIFORNIA HEALTH & SAFETY INC.	07/14/2023	15491	110222221	FIT TEST	$685.00
			CALIFORNIA HEALTH & SAFETY INC.		**Total Check Amount:**	**$685.00**
V52185	CANNINGS ACE HARDWARE	07/14/2023	15828	480515161	SPLIT RINGS	$40.92
		07/14/2023	15828	480515161	CREDIT TO INV #496449	($11.79)
		07/14/2023	15828	480515161	KEYS	$19.87
			CANNINGS ACE HARDWARE		**Total Check Amount:**	**$49.00**
V52186	CDW GOVERNMENT INC.	07/14/2023	18205	475141471	MS S/W+LIC UPGRADE	$20,369.20
			CDW GOVERNMENT INC.		**Total Check Amount:**	**$20,369.20**
V52187	COLONIAL LIFE PROCESSING CENTER	07/14/2023	26071	110	CANCER INS JUN23	$3,534.06
		07/14/2023	26071	110	CRIT ILLNSS INS JUN23	$1,598.24
		07/14/2023	26071	110	HOSPITAL INS JUN23	$764.42
		07/14/2023	26071	110	ACCIDENT INS JUN23	$3,976.78
		07/14/2023	26071	110	S/T DISAB INS JUN23	$6,869.06
			COLONIAL LIFE PROCESSING CENTER		**Total Check Amount:**	**$16,742.56**
V52188	CSG CONSULTANTS	07/14/2023	25540	110000000	PLAN CHECK SVCS MAY23	($1,963.50)
		07/14/2023	25540	110000000	PLAN CHECK SVCS APR23	($700.50)
		07/14/2023	25540	84032324P	PLAN CHECK SVCS MAY23	$10,846.00
		07/14/2023	25540	84032324P	PLAN CHECK SVCS APR23	$21,518.00
			CSG CONSULTANTS		**Total Check Amount:**	**$29,700.00**
V52189	DANIELS TIRE SERVICE	07/14/2023	3133	480515161	TIRES	$1,145.07
			DANIELS TIRE SERVICE		**Total Check Amount:**	**$1,145.07**
V52190	DARTCO TRANSMISSION SALES	07/14/2023	17719	480515161	ELECTR CTRL UNIT#1322	$1,030.49
			DARTCO TRANSMISSION SALES		**Total Check Amount:**	**$1,030.49**
V52191	DENALYN DAVID	07/14/2023	31642	110404215	YOGA	$28.00
			DENALYN DAVID		**Total Check Amount:**	**$28.00**
V52192	DELTA DENTAL INSURANCE COMPANY	07/14/2023	26074	110	0579395 DNTLHMO JUL23	$2,063.92
			DELTA DENTAL INSURANCE COMPANY		**Total Check Amount:**	**$2,063.92**
V52193	MYRA DUVALL	07/14/2023	18083	110404215	YOGA	$476.00
			MYRA DUVALL		**Total Check Amount:**	**$476.00**
V52194	ELLIOT AUTO SUPPLY CO., INC.	07/14/2023	3504	480515161	BRAKE PADS	$81.97
			ELLIOT AUTO SUPPLY CO., INC.		**Total Check Amount:**	**$81.97**
V52195	FIDELITY SECURITY LIFE INSURANCE	07/14/2023	23035	110	9827288 VISION JUL23	$2,857.03
			FIDELITY SECURITY LIFE INSURANCE		**Total Check Amount:**	**$2,857.03**
V52196	FUSCOE ENGINEERING, INC.	07/14/2023	18052	840141412	WQMP PLAN CHECK MAY23	$729.00
		07/14/2023	18052	840141412	WQMP PLAN CHECK APR23	$887.00

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			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$1,616.00**
V52197	MELISSA GIFFORD	07/14/2023	10645	110404215	BODY PUMP/TRX	$178.00
			MELISSA GIFFORD		**Total Check Amount:**	**$178.00**
V52198	MARY M. GRAHAM	07/14/2023	31478	110404215	YOGA	$168.00
			MARY M. GRAHAM		**Total Check Amount:**	**$168.00**
V52199	HAAKER EQUIPMENT CO.	07/14/2023	4297	480515161	GASKETS	$31.10
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$31.10**
V52200	MONA HERNANDEZ	07/14/2023	23114	110404215	MASSAGE THERAPY	$1,155.00
			MONA HERNANDEZ		**Total Check Amount:**	**$1,155.00**
V52201	WESLEY HUANG	07/14/2023	26144	110212111	OFFICER RESP-ST DRUGS	$32.00
			WESLEY HUANG		**Total Check Amount:**	**$32.00**
V52202	INLAND ROUNDBALL OFFICIALS INC.	07/14/2023	31906	110404424	REFEREE FEE 6/29/2023	$280.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$280.00**
V52203	INTELESYSONE, INC.	07/14/2023	28212	475141471	23/24 MITEL SUPP+MNT	$22,287.00
			INTELESYSONE, INC.		**Total Check Amount:**	**$22,287.00**
V52204	SARA JACKSON	07/14/2023	31840	110404215	BODY PUMP	$196.00
			SARA JACKSON		**Total Check Amount:**	**$196.00**
V52205	JAX AUTO	07/14/2023	20187	480515161	SMOG TEST #1522	$59.95
			JAX AUTO		**Total Check Amount:**	**$59.95**
V52206	PAMELA JOHNSTON	07/14/2023	28025	110404215	ZUMBA	$450.00
			PAMELA JOHNSTON		**Total Check Amount:**	**$450.00**
V52207	KRISTI L KANEL	07/14/2023	22868	110404215	CYCLE/LI/SS/ZUMBAGOLD	$476.00
			KRISTI L KANEL		**Total Check Amount:**	**$476.00**
V52208	FRANCESCO LA TORRE	07/14/2023	24398	110404521	MILEAGE JUN 2023	$137.55
			FRANCESCO LA TORRE		**Total Check Amount:**	**$137.55**
V52209	DOLLY LAI	07/14/2023	18084	110404215	YOGA	$90.00
			DOLLY LAI		**Total Check Amount:**	**$90.00**
V52210	LEHR	07/14/2023	26035	480515161	LIGHT INSTALL #1820	$2,681.63
		07/14/2023	26035	480515161	LIGHTS #1820 FIRE CHF	$3,068.75
		07/14/2023	26035	480515161	LIGHT INSTALL #2314	$1,763.56
			LEHR		**Total Check Amount:**	**$7,513.94**
V52211	BERRY LIANG	07/14/2023	25640	110404215	CYCLE/TRX	$260.00
		07/14/2023	25640	110404215	PERSONAL TRAINER	$266.76
			BERRY LIANG		**Total Check Amount:**	**$526.76**
V52212	LIFE-ASSIST, INC.	07/14/2023	10530	174222222	PM SUPPLIES FS2	$178.43
			LIFE-ASSIST, INC.		**Total Check Amount:**	**$178.43**
V52213	TANYA LOSCUTOFF	07/14/2023	22092	110404215	PERSONAL TRAINER	$646.62
		07/14/2023	22092	110404215	SUPER SCULPT	$112.00

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			TANYA LOSCUTOFF		**Total Check Amount:**	**$758.62**
V52214	LORI MAIER	07/14/2023	31187	110404215	ZUMBA	$420.00
			LORI MAIER		**Total Check Amount:**	**$420.00**
V52215	ANDREA MCGRANAHAN	07/14/2023	26046	110404215	BAR/BP/CYC/HIT/LI/TRX	$1,274.00
		07/14/2023	26046	110404215	PERSONAL TRAINER	$315.84
			ANDREA MCGRANAHAN		**Total Check Amount:**	**$1,589.84**
V52216	JACI MILLER	07/14/2023	31823	110404215	PERSONAL TRAINER	$99.00
			JACI MILLER		**Total Check Amount:**	**$99.00**
V52217	JENNIFER MONZON-SCROFINI	07/14/2023	20158	110404215	FS/HIIT/TRX/YOGA	$404.00
			JENNIFER MONZON-SCROFINI		**Total Check Amount:**	**$404.00**
V52218	NATASHA MOORE	07/14/2023	10711	110404215	BODY PUMP	$252.00
			NATASHA MOORE		**Total Check Amount:**	**$252.00**
V52219	MUNICIPAL DENTAL POOL	07/14/2023	30638	110	DELTA DENTAL JUL 2023	$16,017.97
			MUNICIPAL DENTAL POOL		**Total Check Amount:**	**$16,017.97**
V52220	MUNICIPAL WATER DISTRICT	07/14/2023	3784	420515131	23/24 RETAIL SVC CONN	$175,143.68
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$175,143.68**
V52221	NTH GENERATION COMPUTING, INC.	07/14/2023	21379	475141471	23/24 HPE STOREONCE	$771.89
		07/14/2023	21379	475141471	23/24 CLOUD BACKUP	$13,290.60
			NTH GENERATION COMPUTING, INC.		**Total Check Amount:**	**$14,062.49**
V52222	IRACEMA PERDOMO	07/14/2023	14135	110404215	CYCLE	$196.00
			IRACEMA PERDOMO		**Total Check Amount:**	**$196.00**
V52223	KATHERINE A. PROHOROFF	07/14/2023	32414	110404215	BODY PUMP	$28.00
			KATHERINE A. PROHOROFF		**Total Check Amount:**	**$28.00**
V52224	QUINN COMPANY	07/14/2023	12380	480515161	SENSOR	$534.94
		07/14/2023	12380	480515161	TENSIONER	$679.30
			QUINN COMPANY		**Total Check Amount:**	**$1,214.24**
V52225	KAYLA RABJOHNS	07/14/2023	28472	110404215	CIRCUIT TRAINING	$112.00
			KAYLA RABJOHNS		**Total Check Amount:**	**$112.00**
V52226	ROTH STAFFING COMPANIES LP	07/14/2023	27579	110222211	TEMP STAFF 6/25/2023	$1,436.48
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$1,436.48**
V52227	LAURENE SCHULZE	07/14/2023	18034	110404215	YOGA	$26.00
			LAURENE SCHULZE		**Total Check Amount:**	**$26.00**
V52228	SOOTHING ESCAPE MASSAGE LLC	07/14/2023	31650	110404215	MASSAGE THERAPY	$588.40
		07/14/2023	31650	110404215	KINSTRETCH	$252.00
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$840.40**
V52229	SOUTH COAST EMERGENCY VEHICLE SVC	07/14/2023	31883	480515161	RELIEF VALVE	$1,551.36
		07/14/2023	31883	480515161	WHELEN LIGHTS	$438.32
		07/14/2023	31883	480515161	BELTS	$484.23

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V52229	SOUTH COAST EMERGENCY VEHICLE SVC	07/14/2023	31883	480515161	SWITCH ASSEMBLY	$2,400.40
			SOUTH COAST EMERGENCY VEHICLE SVC		**Total Check Amount:**	**$4,874.31**
V52230	STAGELIGHT FAMILY PRODUCTIONS	07/14/2023	7825	110404542	BYT23 MARY POPPINS #2	$13,495.20
			STAGELIGHT FAMILY PRODUCTIONS		**Total Check Amount:**	**$13,495.20**
V52231	STOTZ EQUIPMENT	07/14/2023	24388	480515161	BELT PULLEY	$84.64
		07/14/2023	24388	480515161	BELT TENSIONER	$501.67
			STOTZ EQUIPMENT		**Total Check Amount:**	**$586.31**
V52232	TRINITY SOUND COMPANY	07/14/2023	11364	110404542	2023 CONCERTS 7/19	$1,045.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$1,045.50**
V52233	LETICIA TRUJILLO	07/14/2023	22054	110404215	BODY PUMP	$84.00
			LETICIA TRUJILLO		**Total Check Amount:**	**$84.00**
V52234	EDEN TURNER	07/14/2023	21951	110404215	BODY PUMP	$224.00
			EDEN TURNER		**Total Check Amount:**	**$224.00**
V52235	NATASHA UMRIGAR-MOLLA	07/14/2023	32097	110404215	YOGA	$140.00
			NATASHA UMRIGAR-MOLLA		**Total Check Amount:**	**$140.00**
V52236	UNITED ROTARY BRUSH CORPORATION	07/14/2023	16649	480515161	SWEEPER BROOMS	$792.14
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$792.14**
V52237	US BANK XX0338 CITY MGR	07/14/2023	24704	110111111	CALCARDS 06/22/23	$150.00
		07/14/2023	24704	110111143	CALCARDS 06/22/23	$1,373.17
		07/14/2023	24704	110323214	CALCARDS 06/22/23	$197.23
		07/14/2023	24704	110323231	CALCARDS 06/22/23	$818.93
		07/14/2023	24704	110111143	CTY.MGR CALCARD 06/23	$1,062.96
		07/14/2023	24704	110323231	CTY.MGR CALCARD 06/23	$224.32
		07/14/2023	24704	480515161	CALCARDS 06/22/23	$198.09
		07/14/2023	24704	110111111	CTY.MGR CALCARD 06/23	$3,355.56
			US BANK XX0338 CITY MGR		**Total Check Amount:**	**$7,380.26**
V52238	US BANK XX0312 HR	07/14/2023	24776	110141481	CALCARDS HR 062223	$742.90
		07/14/2023	24776	470141483	CALCARDS HR 062223	$249.71
		07/14/2023	24776	110141411	CALCARDS HR 062223	$127.15
		07/14/2023	24776	110	CALCARDS HR 062223	$22.82
			US BANK XX0312 HR		**Total Check Amount:**	**$1,142.58**
V52241	US BANK XX0593 COMM SVC	07/14/2023	24777	110	CALCARD-AU-062223	($0.32)
		07/14/2023	24777	110404215	CALCARD-DA-062223	$486.08
		07/14/2023	24777	110404421	CALCARD-VC-062223	$595.54
		07/14/2023	24777	110404542	CALCARD-HH-062223	$48.42
		07/14/2023	24777	110404542	CALCARD-KK-062223	$1,651.53
		07/14/2023	24777	110111143	CALCARD-HE-062223	($22.98)

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52241	US BANK XX0593 COMM SVC	07/14/2023	24777	110404211	CALCARD-AU-062223	$60.02
		07/14/2023	24777	110404217	CALCARD-MM-062223	$263.03
		07/14/2023	24777	110404311	CALCARD-AR-062223	$29.35
		07/14/2023	24777	110404311	CALCARD-HE-062223	$1,999.00
		07/14/2023	24777	110404424	CALCARD-TV-062223	$844.66
		07/14/2023	24777	110404428	CALCARD-MM-062223	$464.65
		07/14/2023	24777	110404429	CALCARD-VU-062223	$514.59
		07/14/2023	24777	110404523	CALCARD-JE-062223	$325.97
		07/14/2023	24777	110404525	CALCARD-AM-062223	$14.10
		07/14/2023	24777	510707955	CALCARD-JC-062223	$1,918.06
		07/14/2023	24777	110111143	CALCARD-AR-062223	$675.00
		07/14/2023	24777	110404154	CALCARD-HE-062223	$48.83
		07/14/2023	24777	110404211	CALCARD-HE-062223	$386.41
		07/14/2023	24777	110404211	CALCARD-RH-062223	$330.29
		07/14/2023	24777	110404215	CALCARD-AC-062223	$584.77
		07/14/2023	24777	110404217	CALCARD-KM-062223	$8.26
		07/14/2023	24777	110404217	CALCARD-VU-062223	$191.38
		07/14/2023	24777	110404224	CALCARD-SS-062223	$752.90
		07/14/2023	24777	110404311	CALCARD-KK-062223	$277.79
		07/14/2023	24777	110404424	CALCARD-BH-062223	$32.30
		07/14/2023	24777	110404425	CALCARD-SS-062223	$1,579.16
		07/14/2023	24777	110404521	CALCARD-AM-062223	$854.03
		07/14/2023	24777	110404541	CALCARD-KC-062223	$1,322.16
		07/14/2023	24777	110404542	CALCARD-KH-062223	$1,228.64
		07/14/2023	24777	110404211	CALCARD-NA-062223	$186.34
		07/14/2023	24777	110404215	CALCARD-AU-062223	$178.50
		07/14/2023	24777	110404224	CALCARD-MM-062223	$143.63
		07/14/2023	24777	110404421	CAL CARD-KS-062223	$2,720.06
		07/14/2023	24777	110404421	CALCARD-KS-062223	$3,070.40
		07/14/2023	24777	110404422	CALCARD-BH-062223	$204.99
		07/14/2023	24777	110404425	CALCARD-MM-062223	$319.06
		07/14/2023	24777	110404428	CALCARD-VU-062223	$30.99
		07/14/2023	24777	110404429	CALCARD-MM-062223	$177.99
		07/14/2023	24777	110404521	CALCARD-FL-062223	$3,202.52
		07/14/2023	24777	110404521	CALCARD-NG-062223	$10.75
		07/14/2023	24777	110404525	CALCARD-TT-062223	$256.87
		US BANK XX0593 COMM SVC			**Total Check Amount:**	**$27,965.72**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52242	US BANK XX0502 COMM & MKTG	07/14/2023	24778	110111151	CALCARDS 06/22/23	$30.99
		07/14/2023	24778	110	CALCARDS 06/22/23	($31.59)
		07/14/2023	24778	110111152	CALCARDS 06/22/23	$491.79
		07/14/2023	24778	110111143	CALCARDS 06/22/23	$1,923.05
		US BANK XX0502 COMM & MKTG			**Total Check Amount:**	**$2,414.24**
V52243	US BANK XX0353 COMM DEV	07/14/2023	24779	110323212	CALCARD CD/PL/BS 6.23	$1,187.40
		07/14/2023	24779	110323214	CALCARD CD/PL/BS 6.23	$454.01
		07/14/2023	24779	110323231	CALCARD CD/PL/BS 6.23	$171.37
		07/14/2023	24779	110141481	CALCARD CD/PL/BS 6.23	$99.64
		07/14/2023	24779	110323241	CALCARD CD/PL/BS 6.23	$355.00
		US BANK XX0353 COMM DEV			**Total Check Amount:**	**$2,267.42**
V52244	US BANK XX0270 ADMIN SVCS	07/14/2023	24781	110141441	CALCARDS FIN 062223	$18.31
		07/14/2023	24781	110	CALCARDS FIN 062223	$51.99
		07/14/2023	24781	110111151	062223 CITY CLERK	$198.14
		07/14/2023	24781	110111161	062223 CITY CLERK	$1,456.39
		07/14/2023	24781	110141431	CALCARDS FIN 062223	$167.49
		07/14/2023	24781	110141481	CALCARDS FIN 062223	$111.65
		07/14/2023	24781	420141421	CALCARDS FIN 062223	($32.31)
		07/14/2023	24781	490515151	CALCARDS FIN 062223	$64.29
		07/14/2023	24781	110141411	CALCARDS FIN 062223	$197.08
		US BANK XX0270 ADMIN SVCS			**Total Check Amount:**	**$2,233.03**
V52245	US BANK XX0650 FIRE	07/14/2023	24782	110222213	CALCARDS 06/22/23	$235.80
		07/14/2023	24782	110222223	052223 CORRECTION	$29.08
		07/14/2023	24782	110222223	CALCARDS 06/22/23	$620.43
		07/14/2023	24782	110222231	CALCARDS 05/22/23	($136.71)
		07/14/2023	24782	480515161	CALCARDS 06/22/23	$7.00
		07/14/2023	24782	110141481	CALCARDS 06/22/23	$357.52
		07/14/2023	24782	110222221	CALCARDS 06/22/23	$7,876.73
		07/14/2023	24782	110222231	CALCARDS 06/22/23	$289.07
		07/14/2023	24782	174222222	CALCARDS 06/22/23	$83.00
		07/14/2023	24782	110222211	052223 CORRECTION	$107.63
		07/14/2023	24782	110222211	CALCARDS 06/22/23	$1,102.53
		07/14/2023	24782	110404311	CALCARDS 06/22/23	$103.87
		US BANK XX0650 FIRE			**Total Check Amount:**	**$10,675.95**
V52246	US BANK XX0346 IT	07/14/2023	24783	110222223	CAL CARDS IT 062223	$7.00
		07/14/2023	24783	110222223	CALCARD 062223 IT	$22.98
		07/14/2023	24783	110212121	CAL CARDS IT 062223	$488.06

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V52246	US BANK XX0346 IT	07/14/2023	24783	110515125	CAL CARDS IT 062223	$196.74
		07/14/2023	24783	460141474	CAL CARDS IT 062223	$498.14
		07/14/2023	24783	475141471	CAL CARDS IT 062223	$3,627.65
				US BANK XX0346 IT	**Total Check Amount:**	**$4,840.57**
V52248	US BANK XX0221 PW	07/14/2023	24784	110141481	PW JUN 2023	$32.84
		07/14/2023	24784	110515144	PW JUN 2023	$96.88
		07/14/2023	24784	110212121	PW JUN 2023	$48.90
		07/14/2023	24784	110404421	PW JUN 2023	$163.40
		07/14/2023	24784	110515121	PW JUN 2023	$773.16
		07/14/2023	24784	110515141	PW JUN 2023	$1,913.80
		07/14/2023	24784	420515131	PW JUN 2023	$658.70
		07/14/2023	24784	490515151	PW JUN 2023	$2,101.75
		07/14/2023	24784	110515125	PW JUN 2023	$392.24
		07/14/2023	24784	440515126	PW JUN 2023	$67.84
		07/14/2023	24784	480515161	PW JUN 2023	$7,505.91
		07/14/2023	24784	110515111	PW JUN 2023	$1,754.92
				US BANK XX0221 PW	**Total Check Amount:**	**$15,510.34**
V52250	US BANK XX0544 POLICE	07/14/2023	24785	110212111	052223 CORRECTION	$808.00
		07/14/2023	24785	110212111	CALCARD 062223 FY24	$731.40
		07/14/2023	24785	110212111	CALCARD 062223 POLICE	$6,038.09
		07/14/2023	24785	110212122	CALCARD 062223 POLICE	$997.32
		07/14/2023	24785	110212132	CALCARD 062223 POLICE	$86.20
		07/14/2023	24785	110212133	CALCARD 062223 FY24	$3,197.20
		07/14/2023	24785	110212121	CALCARD 062223 FY24	$399.00
		07/14/2023	24785	110212134	CALCARD 062223 POLICE	$1,299.04
		07/14/2023	24785	480515161	CALCARD 062223 POLICE	$569.39
		07/14/2023	24785	110212121	CALCARD 062223 POLICE	$777.22
		07/14/2023	24785	110212133	CALCARD 062223 POLICE	$1,941.24
		07/14/2023	24785	110	052223 CORRECTION	($808.00)
		07/14/2023	24785	110141481	CALCARD 062223 POLICE	$99.85
		07/14/2023	24785	110212131	CALCARD 062223 POLICE	$1,401.45
		07/14/2023	24785	110212141	CALCARD 062223 POLICE	$2,956.47
				US BANK XX0544 POLICE	**Total Check Amount:**	**$20,493.87**
V52251	US BANK XX3401 PW- ADMIN	07/14/2023	24786	110515111	PWADMIN JUN 2023	$45.30
		07/14/2023	24786	440515122	CALCARD PW ADM 062223	$703.90
		07/14/2023	24786	110515111	CALCARD PW ADM 062223	$703.89
		07/14/2023	24786	110141481	PWADMIN JUN 2023	$127.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
				US BANK XX3401 PW- ADMIN	**Total Check Amount:**	**$1,580.09**
V52252	VALLEY POWER SYSTEMS, INC.	07/14/2023	16506	480515161	SENSOR	$91.32
				VALLEY POWER SYSTEMS, INC.	**Total Check Amount:**	**$91.32**
V52253	CHRISTIAN VARELA	07/14/2023	32411	110323241	BLDG CODES TRNG/CERT	$513.00
				CHRISTIAN VARELA	**Total Check Amount:**	**$513.00**
V52254	SARA L. WOODWARD	07/14/2023	26083	110212122	MILEAGE JUNE 2023	$110.83
				SARA L. WOODWARD	**Total Check Amount:**	**$110.83**
V52255	REBECCA YOUNT	07/14/2023	31473	110404215	SILVER SNEAKERS	$140.00
				REBECCA YOUNT	**Total Check Amount:**	**$140.00**
					Voucher Subtotal	**$3,552,531.94**

TOTAL **$3,895,041.12**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193239	AEP SERVICES	07/21/2023	30268	110212131	K9 TRNG/KENNEL JUN23	$490.00
			AEP SERVICES		**Total Check Amount:**	**$490.00**
193240	ALL ABOUT ANIMALS	07/21/2023	31408	110404421	REINDEER@TREE LTNG #1	$1,227.00
			ALL ABOUT ANIMALS		**Total Check Amount:**	**$1,227.00**
193241	ATLAS PLANNING SOLUTIONS	07/21/2023	32404	110222213	HAZARD MIT PLAN MAY23	$12,296.00
		07/21/2023	32404	110222213	HAZARD MIT MAY23 ADJ	($6,148.00)
		07/21/2023	32404	110222213	HAZARD MIT JUN23 ADJ	($7,664.00)
		07/21/2023	32404	110222213	HAZARD MIT PLAN JUN23	$15,328.00
			ATLAS PLANNING SOLUTIONS		**Total Check Amount:**	**$13,812.00**
193242	BISHOP COMPANY	07/21/2023	32401	110515141	SAFETY EQUIPMENT	$272.30
			BISHOP COMPANY		**Total Check Amount:**	**$272.30**
193243	BREA EXPRESS CAR WASH	07/21/2023	32008	480515161	CARWASH JUN 2023	$276.00
			BREA EXPRESS CAR WASH		**Total Check Amount:**	**$276.00**
193244	CALIF BUILDING STANDARDS COMMISSION	07/21/2023	20578	110	GRNBLDG FEE 22/23 Q4	$1,076.00
		07/21/2023	20578	110000000	GBF 10% 22/23 Q4	($107.60)
			CALIF BUILDING STANDARDS COMMISSION		**Total Check Amount:**	**$968.40**
193245	CARBON HEALTH MEDICAL GROUP	07/21/2023	31936	110141481	HR MED SVCS JUNE 2023	$740.00
			CARBON HEALTH MEDICAL GROUP		**Total Check Amount:**	**$740.00**
193246	CELLEBRITE USA CORP.	07/21/2023	22268	110212121	CELLEBRITE SUBSCRIPTN	$19,136.41
			CELLEBRITE USA CORP.		**Total Check Amount:**	**$19,136.41**
193247	CHICAGO TITLE COMPANY	07/21/2023	24835	290323215	PIRT-908 STEELE DRIVE	$100.00
			CHICAGO TITLE COMPANY		**Total Check Amount:**	**$100.00**
193248	CHICAGO TITLE COMPANY	07/21/2023	24835	290323215	PIRT-808 E. ALDER ST.	$100.00
			CHICAGO TITLE COMPANY		**Total Check Amount:**	**$100.00**
193249	COMMERCIAL AQUATIC SERVICES, INC.	07/21/2023	25513	110404422	BULK CHEMICALS	$945.24
			COMMERCIAL AQUATIC SERVICES, INC.		**Total Check Amount:**	**$945.24**
193250	COMMERCIAL TRANSPORTATION SVC, INC.	07/21/2023	29573	420515131	CDL CLASS A TRNG 6/13	$5,802.76
		07/21/2023	29573	420515131	CDL CLASS A TRNG 6/15	$5,802.76
			COMMERCIAL TRANSPORTATION SVC, INC.		**Total Check Amount:**	**$11,605.52**
193251	COMPUTER PROTECTION TECHNOLOGY	07/21/2023	32398	475141471	23/24 UPS/BATT MNT	$2,487.00
		07/21/2023	32398	490515151	23/24 UPS/BATT MNT	$3,177.00
			COMPUTER PROTECTION TECHNOLOGY		**Total Check Amount:**	**$5,664.00**
193252	COUNTY OF ORANGE	07/21/2023	4799	110212122	CITATION PROC JUN23	$2,735.00
			COUNTY OF ORANGE		**Total Check Amount:**	**$2,735.00**
193253	COUNTY OF ORANGE	07/21/2023	4799	172212133	RADIO PROG BR1 MAY23	$148.72
			COUNTY OF ORANGE		**Total Check Amount:**	**$148.72**
193254	COUNTY OF ORANGE HOUSING	07/21/2023	19283	290000000	CDBG APR-JUN 2023	$3,213.00
			COUNTY OF ORANGE HOUSING		**Total Check Amount:**	**$3,213.00**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193255	CREATIVE BRAIN LEARNING	07/21/2023	31799	110404145	COMPUTER CLASSES	$400.00
			CREATIVE BRAIN LEARNING		**Total Check Amount:**	**$400.00**
193256	ASHLEY CRUZ	07/21/2023	32429	110000000	STARTUP:BREAFEST 2023	$1,500.00
			ASHLEY CRUZ		**Total Check Amount:**	**$1,500.00**
193257	D.S. CUSTOM LINENS, INC	07/21/2023	31417	110141441	LINEN CLEANING	$325.00
		07/21/2023	31417	110141441	GAS SURCHARGE JUN23	$12.00
			D.S. CUSTOM LINENS, INC		**Total Check Amount:**	**$337.00**
193258	DEPARTMENT OF CONSERVATION	07/21/2023	2278	110	STRNG MTN FEE 22/23Q4	$3,917.66
		07/21/2023	2278	110000000	SM FEES 5% 22/23 Q4	($195.88)
			DEPARTMENT OF CONSERVATION		**Total Check Amount:**	**$3,721.78**
193259	SOUTHERN CALIFORNIA EDISON	07/21/2023	3343	110515143	JUNE 2023 ELECTRICITY	$16.73
		07/21/2023	3343	490515151	JUNE 2023 ELECTRICITY	$17,111.44
		07/21/2023	3343	110515148	JUNE 2023 ELECTRICITY	$58.58
		07/21/2023	3343	361515148	JUNE 2023 ELECTRICITY	$23.63
		07/21/2023	3343	110515121	JUNE 2023 ELECTRICITY	$3,099.83
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$20,310.21**
193260	EVERYTABLE PBC	07/21/2023	32203	110212111	SMARTFRIDGE JULY 2023	$300.00
			EVERYTABLE PBC		**Total Check Amount:**	**$300.00**
193261	FORENSIC NURSE SPECIALISTS, INC.	07/21/2023	23336	110212121	SART EXAM 6/9/2023	$1,200.00
			FORENSIC NURSE SPECIALISTS, INC.		**Total Check Amount:**	**$1,200.00**
193262	FRANCHISE TAX BOARD/ST OF CALIF	07/21/2023	12043	110	562312853 071423 PR	$1,124.13
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$1,124.13**
193263	FRANCHISE TAX BOARD/ST OF CALIF	07/21/2023	12043	110	571810253 071423 PR	$30.00
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$30.00**
193264	GALVEZ QUALITY AUTO GLASS	07/21/2023	27010	480515161	WINDSHIELD REPAIR	$175.00
			GALVEZ QUALITY AUTO GLASS		**Total Check Amount:**	**$175.00**
193265	DESIREE GEBHART	07/21/2023	32431	110	RENTAL DEPOSIT REFUND	$700.00
			DESIREE GEBHART		**Total Check Amount:**	**$700.00**
193266	GOLDEN WEST COLLEGE	07/21/2023	9477	110212111	POLICE ACAD SUMMER23	$3,892.00
			GOLDEN WEST COLLEGE		**Total Check Amount:**	**$3,892.00**
193267	CYNTHIA HAEBE	07/21/2023	31769	110212111	CRIME ANALYSS 6/15-30	$4,275.00
		07/21/2023	31769	110212111	CRIME ANALYSS APR-JUN	$10,950.00
			CYNTHIA HAEBE		**Total Check Amount:**	**$15,225.00**
193268	HORNE LLP DBA CA LIHWAP	07/21/2023	32432	440000000	OVERPYMT-ST SWEEPING	$12.00
		07/21/2023	32432	440000000	OVERPYMT-TRASH	$659.86
			HORNE LLP DBA CA LIHWAP		**Total Check Amount:**	**$671.86**
193269	HYDROPRO SOLUTIONS	07/21/2023	31845	420515131	WATER METERS+ENCODERS	$5,913.75
			HYDROPRO SOLUTIONS		**Total Check Amount:**	**$5,913.75**

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193270	IMPERIAL CAR WASH	07/21/2023	30976	480515161	CARWASH JUNE 2023	$255.84
			IMPERIAL CAR WASH		**Total Check Amount:**	**$255.84**
193271	INTELLI-TECH	07/21/2023	8774	475141471	HP MONITORS	$2,760.99
			INTELLI-TECH		**Total Check Amount:**	**$2,760.99**
193272	INTIME SOLUTIONS INC.	07/21/2023	20876	950000000	ILJAOC ISE TEXT JUN23	$3,682.56
		07/21/2023	20876	950000000	ILJAOC ISE JUL-SEPT23	$99,666.75
			INTIME SOLUTIONS INC.		**Total Check Amount:**	**$103,349.31**
193273	LAKEMAN CHASSIS	07/21/2023	12885	480515161	BALANCE-ARROWHD INST	$1,000.00
		07/21/2023	12885	480515161	FABRICATION	$366.91
			LAKEMAN CHASSIS		**Total Check Amount:**	**$1,366.91**
193274	MARIPOSA LANDSCAPES, INC.	07/21/2023	27959	110515143	CITY FAC/TRAILS JUN23	$5,954.32
		07/21/2023	27959	110515148	CITY FAC/TRAILS JUN23	$2,120.27
		07/21/2023	27959	361515148	CITY FAC/TRAILS JUN23	$115.49
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$8,190.08**
193275	MILLER MENDEL, INC.	07/21/2023	31793	110212111	FAX SVC APR-JUN23	$24.90
		07/21/2023	31793	110212111	SOC MEDIA MOD APR-JUN	$240.00
		07/21/2023	31793	110212111	EXPERIAN MOD APR-JUN	$54.00
			MILLER MENDEL, INC.		**Total Check Amount:**	**$318.90**
193276	MISSIONSQUARE RETIREMENT	07/21/2023	32141	150141482	RHS ACCT FEE APR-JUN	$1,456.25
			MISSIONSQUARE RETIREMENT		**Total Check Amount:**	**$1,456.25**
193277	MOBILE HOME IMPROVEMENT	07/21/2023	19526	290323215	CDBG 752 TERRACE LAKE	$1,770.00
			MOBILE HOME IMPROVEMENT		**Total Check Amount:**	**$1,770.00**
193278	MOTTOMOBILE, INC.	07/21/2023	28869	110212141	23/24 APEX MOBILE MNT	$2,900.00
			MOTTOMOBILE, INC.		**Total Check Amount:**	**$2,900.00**
193279	NEON ONE - ARTS PEOPLE	07/21/2023	31922	110404542	TICKET FEES JUNE 2023	$677.00
			NEON ONE - ARTS PEOPLE		**Total Check Amount:**	**$677.00**
193280	OCCOG	07/21/2023	12810	110111145	23/24 OCCOG/CDR FEES	$7,986.10
			OCCOG		**Total Check Amount:**	**$7,986.10**
193281	ODP BUSINESS SOLUTIONS, LLC	07/21/2023	31709	110212122	OFFICE SUPPLIES (REC)	$218.20
		07/21/2023	31709	110404521	OFFICE SUPPLIES	$42.27
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$260.47**
193282	ORANGE COUNTY PUMP INC.	07/21/2023	17138	430515123	BRIARWOOD NEW PUMP	$5,920.86
			ORANGE COUNTY PUMP INC.		**Total Check Amount:**	**$5,920.86**
193283	ORIGINAL EQUIPMENT AUTO SUPPLY	07/21/2023	32413	480515161	LOWER CONTROL ARM	$138.56
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$138.56**
193284	PLAYPOWER LT FARMINGTON, INC.	07/21/2023	19510	110515141	PLAYGRND EQPT-CH PARK	$2,680.48
			PLAYPOWER LT FARMINGTON, INC.		**Total Check Amount:**	**$2,680.48**
193285	JAMES ALLEN PLEDGER	07/21/2023	32430	110000000	VEHCLE RELEASE REFUND	$110.00

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			JAMES ALLEN PLEDGER		**Total Check Amount:**	**$110.00**
193286	PUENTE HILLS FORD	07/21/2023	25742	480515161	HUB ASSEMBLY	$436.01
		07/21/2023	25742	480515161	KNOB	$49.52
		07/21/2023	25742	480515161	DRAIN PLUGS	$50.82
		07/21/2023	25742	480515161	ENGINE REPAIR	$2,945.46
		07/21/2023	25742	480515161	WASHER MOTOR	$28.94
		07/21/2023	25742	480515161	SWITCH	$36.88
			PUENTE HILLS FORD		**Total Check Amount:**	**$3,547.63**
193287	THOMAS D. REEVES	07/21/2023	32425	110404542	2023 CONCERTS 7/26/23	$1,300.00
			THOMAS D. REEVES		**Total Check Amount:**	**$1,300.00**
193288	RENNE SLOAN HOTLZMAN SAKAI, LLP	07/21/2023	27580	110141481	2023 COMP STUDY JUN23	$748.00
		07/21/2023	27580	110141481	2023 COMP STUDY MAY23	$3,141.00
			RENNE SLOAN HOTLZMAN SAKAI, LLP		**Total Check Amount:**	**$3,889.00**
193289	SMART & FINAL	07/21/2023	3269	110404429	ASP SNACKS	$51.27
			SMART & FINAL		**Total Check Amount:**	**$51.27**
193290	SOUTH COAST AIR QUALITY MGMT DIST	07/21/2023	10871	480515161	197706PERMIT PROC FEE	$1,249.75
			SOUTH COAST AIR QUALITY MGMT DIST		**Total Check Amount:**	**$1,249.75**
193291	STATE COMPENSATION INSURANCE FUND	07/21/2023	23177	950000000	ILJAOC WC MAR23-MAR24	$424.50
			STATE COMPENSATION INSURANCE FUND		**Total Check Amount:**	**$424.50**
193292	STREAMLINE AUTOMATION SYSTEMS, LLC	07/21/2023	32079	110222231	YEAR 2 - STREAMLINE AUTOM	$10,795.25
			STREAMLINE AUTOMATION SYSTEMS, LLC		**Total Check Amount:**	**$10,795.25**
193293	TESS ELECTRIC INC	07/21/2023	31488	420515131	CCYN BP#3 SVC 6/29/23	$1,800.00
		07/21/2023	31488	420515131	ELECTRICAL WORK BPS#3	$6,908.00
			TESS ELECTRIC INC		**Total Check Amount:**	**$8,708.00**
193294	TRAINING INNOVATIONS, INC.	07/21/2023	12123	110212111	23/24 TMS S/W SUPPORT	$800.00
			TRAINING INNOVATIONS, INC.		**Total Check Amount:**	**$800.00**
193295	TRAUMA INTERVENTION PROGRAMS, INC.	07/21/2023	17230	110212121	23/24 AGENCY FEE-VERP	$5,621.04
			TRAUMA INTERVENTION PROGRAMS, INC.		**Total Check Amount:**	**$5,621.04**
193296	TREECO ARBORIST, INC.	07/21/2023	3838	110515141	CLASS A TOP SOIL	$238.15
			TREECO ARBORIST, INC.		**Total Check Amount:**	**$238.15**
193297	UNITED PARCEL SERVICE	07/21/2023	3174	110141441	SHIPPING CHGS JUN23	$127.55
			UNITED PARCEL SERVICE		**Total Check Amount:**	**$127.55**
193298	URBAN GRAFFITI ENTERPRISES INC.	07/21/2023	4352	110515121	GRAFFITIREMOVAL MAY23	$2,450.00
			URBAN GRAFFITI ENTERPRISES INC.		**Total Check Amount:**	**$2,450.00**
193299	VERIZON CONNECT NWF, INC.	07/21/2023	25293	480515161	PW GPS SVC JUN 2023	$924.85
			VERIZON CONNECT NWF, INC.		**Total Check Amount:**	**$924.85**

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193301	VERIZON WIRELESS	07/21/2023	21122	110111151	9937855116 0523-0622	$88.54
		07/21/2023	21122	110141441	9937855116 0523-0622	$467.02
		07/21/2023	21122	110323243	9937855116 0523-0622	$41.77
		07/21/2023	21122	110111161	9937855116 0523-0622	$47.03
		07/21/2023	21122	110141411	9937855116 0523-0622	$40.01
		07/21/2023	21122	110141424	9937855116 0523-0622	$32.93
		07/21/2023	21122	110141431	9937855116 0523-0622	$40.01
		07/21/2023	21122	110212121	9937855116 0523-0622	$6,014.16
		07/21/2023	21122	110323231	9937855116 0523-0622	$41.77
		07/21/2023	21122	110323241	9937855116 0523-0622	$88.54
		07/21/2023	21122	110404311	9937855116 0523-0622	$604.32
		07/21/2023	21122	110515125	9937855116 0523-0622	$11.77
		07/21/2023	21122	410515124	9937855116 0523-0622	$120.03
		07/21/2023	21122	110111143	9937855116 0523-0622	$223.79
		07/21/2023	21122	110141481	9937855116 0523-0622	$121.07
		07/21/2023	21122	110222223	9937855116 0523-0622	$1,890.51
		07/21/2023	21122	110515171	9937855116 0523-0622	$83.54
		07/21/2023	21122	174222222	9937855116 0523-0622	$570.15
		07/21/2023	21122	430515123	9937855116 0523-0622	$579.14
		07/21/2023	21122	475141471	9937855116 0523-0622	$489.71
		07/21/2023	21122	960000000	9937855116 0523-0622	$41.77
		07/21/2023	21122	110323212	9937855116 0523-0622	$41.77
		07/21/2023	21122	110404525	9937855116 0523-0622	$83.54
		07/21/2023	21122	420141421	9937855116 0523-0622	$120.03
		07/21/2023	21122	420515131	9937855116 0523-0622	$847.30
		07/21/2023	21122	440515122	9937855116 0523-0622	$41.77
		07/21/2023	21122	460141474	9937855116 0523-0622	$130.31
			VERIZON WIRELESS		**Total Check Amount:**	**$12,902.30**
193302	WESTSTAR LOAN SERVICING, INC	07/21/2023	25507	280323215	LOAN ACCT MNT APR23	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT JUL22	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT MAR23	$27.00
		07/21/2023	25507	280323215	LOAN ACCT MNT AUG22	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT FEB23	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT MAY23	$4.00
		07/21/2023	25507	280323215	LOAN ACCT MNT DEC22	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT SEPT22	$27.00
		07/21/2023	25507	280323215	LOAN ACCT MNT JAN23	$2.00

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193302	WESTSTAR LOAN SERVICING, INC	07/21/2023	25507	280323215	LOAN ACCT MNT NOV22	$2.00
		07/21/2023	25507	280323215	LOAN ACCT MNT OCT22	$2.00
		WESTSTAR LOAN SERVICING, INC			**Total Check Amount:**	**$74.00**
					Check Subtotal	**$310,179.36**
V52256	ADMINISTRATIVE & PROF	07/21/2023	3344	110	4010 APEA MEMB 071423	$588.00
		ADMINISTRATIVE & PROF			**Total Check Amount:**	**$588.00**
V52257	THE ADVANTAGE GROUP	07/21/2023	24539	110	808C FSA URMED 071423	$5,877.44
		07/21/2023	24539	110	808B FSADEPCAR 071423	$1,491.66
		THE ADVANTAGE GROUP			**Total Check Amount:**	**$7,369.10**
V52258	ALLSTAR FIRE EQUIPMENT	07/21/2023	8353	110222221	BOOTS	$366.01
		ALLSTAR FIRE EQUIPMENT			**Total Check Amount:**	**$366.01**
V52259	AMERICAN LEGAL PUBLISHING CORP	07/21/2023	3794	110111161	S-27 FOLIO EDIT JUN23	$193.63
		AMERICAN LEGAL PUBLISHING CORP			**Total Check Amount:**	**$193.63**
V52260	B & S GRAPHICS INC.	07/21/2023	24357	480515161	DECAL	$32.33
		B & S GRAPHICS INC.			**Total Check Amount:**	**$32.33**
V52261	BEN'S ASPHALT, INC..	07/21/2023	1808	110515127	WCPRK PKGLOT SEALCOAT	$14,422.00
		BEN'S ASPHALT, INC..			**Total Check Amount:**	**$14,422.00**
V52262	BEST LAWN MOWER SERVICE	07/21/2023	16230	480515161	CHAINS	$780.43
		07/21/2023	16230	480515161	FILTERS	$287.83
		BEST LAWN MOWER SERVICE			**Total Check Amount:**	**$1,068.26**
V52263	BPSEA MEMORIAL FOUNDATION	07/21/2023	14990	110	4050 MEMORIAL 071423	$133.00
		BPSEA MEMORIAL FOUNDATION			**Total Check Amount:**	**$133.00**
V52264	BREA CITY EMPLOYEES ASSOCIATION	07/21/2023	3236	110	4005 BCEA MEMB 071423	$720.00
		BREA CITY EMPLOYEES ASSOCIATION			**Total Check Amount:**	**$720.00**
V52265	BREA DISPOSAL, INC	07/21/2023	3330	440515122	REFUSE COLLECTN JUN23	$184,391.10
		07/21/2023	3330	440515122	MAY 2023 RES TONNAGE	$85,404.44
		BREA DISPOSAL, INC			**Total Check Amount:**	**$269,795.54**
V52266	BREA FIREFIGHTERS ASSOCIATION	07/21/2023	3237	110	4016 ASSOCMEMB 071423	$2,974.00
		BREA FIREFIGHTERS ASSOCIATION			**Total Check Amount:**	**$2,974.00**
V52267	BREA POLICE ASSOCIATION	07/21/2023	3769	110	4030 BPA REG 071423	$3,500.00
		BREA POLICE ASSOCIATION			**Total Check Amount:**	**$3,500.00**
V52268	BREA POLICE ATHLETIC LEAGUE	07/21/2023	1068	110	5010 B.P.A.L. 071423	$127.50
		BREA POLICE ATHLETIC LEAGUE			**Total Check Amount:**	**$127.50**
V52269	BREA POLICE MANAGEMENT ASSOCIATION	07/21/2023	21189	110	4020 PMA MEMB 071423	$130.00
		07/21/2023	21189	110	4019 LDF MEMB 071423	$9.50
		BREA POLICE MANAGEMENT ASSOCIATION			**Total Check Amount:**	**$139.50**
V52270	BREA TOWING	07/21/2023	16399	110212121	TOWING (INV) JUN 2023	$901.20
		07/21/2023	16399	110212132	TOWING (TFC) JUN 2023	$1,672.00

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			BREA TOWING		**Total Check Amount:**	**$2,573.20**
V52271	BREA/ORANGE COUNTY PLUMBING	07/21/2023	3781	490515151	WATER LEAK REPAIR	$3,929.79
			BREA/ORANGE COUNTY PLUMBING		**Total Check Amount:**	**$3,929.79**
V52272	KATHY A BREAUX	07/21/2023	5320	110404145	FUN ACRYLIC PAINTING	$244.00
			KATHY A BREAUX		**Total Check Amount:**	**$244.00**
V52273	BUCKNAM INFRASTRUCTURE GROUP, INC	07/21/2023	23775	260515121	BIENNIAL PMP UPDATE	$682.50
			BUCKNAM INFRASTRUCTURE GROUP, INC		**Total Check Amount:**	**$682.50**
V52274	BUTLER CHEMICALS, INC.	07/21/2023	6515	490515151	SR CTR D/W SVC JUN23	$188.56
			BUTLER CHEMICALS, INC.		**Total Check Amount:**	**$188.56**
V52275	C. WELLS PIPELINE MATERIALS INC	07/21/2023	13055	420515131	METER BOXES	$4,622.48
		07/21/2023	13055	490515151	BACKFLOW PARTS	$2,416.67
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$7,039.15**
V52276	CALIFORNIA FORENSIC PHLEBOTOMY INC.	07/21/2023	4488	110212131	PHLEBOTOMY JUNE 2023	$827.54
			CALIFORNIA FORENSIC PHLEBOTOMY INC.		**Total Check Amount:**	**$827.54**
V52277	CARNEY MEHR, A LEGAL CORPORATION	07/21/2023	28329	950000000	ILJAOC LGL SVCS JUN23	$1,595.00
			CARNEY MEHR, A LEGAL CORPORATION		**Total Check Amount:**	**$1,595.00**
V52278	CARRIER CORPORATION	07/21/2023	20023	490515151	CHILLER SERVICE 6/9	$3,412.62
			CARRIER CORPORATION		**Total Check Amount:**	**$3,412.62**
V52279	CDW GOVERNMENT INC.	07/21/2023	18205	475141471	VEEAM STE LIC RENEWAL	$9,055.83
			CDW GOVERNMENT INC.		**Total Check Amount:**	**$9,055.83**
V52280	CENTRALSQUARE TECHNOLOGIES, LLC	07/21/2023	29643	475141471	23/24 FINPRO SUBS/MNT	$56,568.83
		07/21/2023	29643	110141431	UB TRAINING 6/11 6/17	$176.00
			CENTRALSQUARE TECHNOLOGIES, LLC		**Total Check Amount:**	**$56,744.83**
V52281	CIVICPLUS. LLC	07/21/2023	23925	475141471	SOCIAL MEDIA SUBSCTN	$4,788.00
			CIVICPLUS. LLC		**Total Check Amount:**	**$4,788.00**
V52282	CLINICAL LABORATORY OF	07/21/2023	3390	420515131	WTRQUALITY TEST JAN23	$2,396.00
			CLINICAL LABORATORY OF		**Total Check Amount:**	**$2,396.00**
V52283	COMLOCK SECURITY-GROUP	07/21/2023	13625	490515151	KEYS	$67.29
			COMLOCK SECURITY-GROUP		**Total Check Amount:**	**$67.29**
V52284	CORE & MAIN LP	07/21/2023	27049	420515131	WATER METERS+ENCODERS	$20,162.73
			CORE & MAIN LP		**Total Check Amount:**	**$20,162.73**
V52285	CSG CONSULTANTS	07/21/2023	25540	110000000	PLAN CHECK SVCS MAY23	$1,237.50
		07/21/2023	25540	84032324P	PLAN CHECK SVCS MAY23	$15,950.00
		07/21/2023	25540	510707978	PLAN CHECK SVCS MAY23	$4,275.00
			CSG CONSULTANTS		**Total Check Amount:**	**$21,462.50**
V52286	ECONOLITE SYSTEMS, INC.	07/21/2023	27147	110515121	E/O SIGNAL MNT JUN23	$2,990.13

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V52286	ECONOLITE SYSTEMS, INC.	07/21/2023	27147	110515121	ST LT POLE LMBRT/PNR	$1,177.22
		07/21/2023	27147	110515121	ST LT POLE REMOVAL	$2,008.13
		07/21/2023	27147	110515121	ST LT POLE 555 IMPHWY	$815.00
		07/21/2023	27147	110515121	ST LT POLE ROSE/VALNC	$905.55
		07/21/2023	27147	110515121	MO. SIGNAL MNT JUN23	$3,147.43
		ECONOLITE SYSTEMS, INC.			**Total Check Amount:**	**$11,043.46**
V52287	ELLIOT AUTO SUPPLY CO., INC.	07/21/2023	3504	480515161	OIL	$206.49
		07/21/2023	3504	480515161	WASHER FLUID	$28.33
		07/21/2023	3504	480515161	SILICONE	$11.53
		07/21/2023	3504	480515161	WIPERS	$309.03
		ELLIOT AUTO SUPPLY CO., INC.			**Total Check Amount:**	**$555.38**
V52288	EQUIPMENT DIRECT INC	07/21/2023	4522	110515121	SAFETY VEST	$90.94
		EQUIPMENT DIRECT INC			**Total Check Amount:**	**$90.94**
V52289	GAIL EVERTSEN	07/21/2023	10141	110212111	TRAINING MEALS	$98.00
		GAIL EVERTSEN			**Total Check Amount:**	**$98.00**
V52290	EWING IRRIGATION PRODUCTS, INC.	07/21/2023	5807	110515141	IRRIGATION SUPPLIES	$86.90
		07/21/2023	5807	420515131	PLUMBING SUPPLIES	$545.18
		EWING IRRIGATION PRODUCTS, INC.			**Total Check Amount:**	**$632.08**
V52291	FUN WITH HORSES	07/21/2023	15171	110404145	COWBOY/COWGIRL CAMP	$250.00
		FUN WITH HORSES			**Total Check Amount:**	**$250.00**
V52292	GRAINGER	07/21/2023	13634	480515161	BALL VALVE	$30.23
		GRAINGER			**Total Check Amount:**	**$30.23**
V52293	GUARANTEED JANITORIAL SERVICES, INC	07/21/2023	28695	490515151	JUN23 DAY PORTERS:BCC	$4,868.96
		07/21/2023	28695	490515151	JUN23 JAN SVCS:P.HALL	$1,155.08
		07/21/2023	28695	490515151	JUN23 JAN SVCS:SRCTR	$2,646.16
		07/21/2023	28695	110515125	JUN23 JAN SVCS:DT	$2,781.00
		07/21/2023	28695	490515151	JUN23 JAN SVCS:BCC	$4,466.33
		07/21/2023	28695	490515151	JUN23 JAN SVCS:CCC	$9,311.33
		07/21/2023	28695	490515151	JUN23 JAN SVCS:PLUNGE	$172.75
		07/21/2023	28695	490515151	JUN23 JAN SVCS:YARD	$1,252.83
		07/21/2023	28695	490515151	JUN23 DAY PORTERS:CCC	$4,868.96
		GUARANTEED JANITORIAL SERVICES, INC			**Total Check Amount:**	**$31,523.40**
V52294	GABRIEL HANNAH	07/21/2023	17533	110404424	UMPIRE FEE 7/9 7/10	$372.00
		GABRIEL HANNAH			**Total Check Amount:**	**$372.00**
V52295	HITECH SOFTWARE INC	07/21/2023	19937	110515125	CARCOUNT MNT JUL ADJ	($1,452.00)
		07/21/2023	19937	110515125	CARCOUNT SYST MNT JUL	$2,904.00
		HITECH SOFTWARE INC			**Total Check Amount:**	**$1,452.00**
V52296	HOUSING PROGRAMS	07/21/2023	26542	290323215	HSG REH JUN23 NO TASK	$800.00

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V52296	HOUSING PROGRAMS	07/21/2023	26542	290323215	HSG REH JUN23TASK ADJ	($800.00)
		07/21/2023	26542	290323215	HSG REH JUNE 2023	$800.00
			HOUSING PROGRAMS		**Total Check Amount:**	**$800.00**
V52297	INFOSEND, INC.	07/21/2023	19016	110404421	MAY23 C.FAIR/CONCERTS	$100.65
		07/21/2023	19016	420141421	MAY27 WTR/SWR RATES	$0.27
		07/21/2023	19016	420141421	PRNT IMAGE ARCH MAY23	$266.41
		07/21/2023	19016	110404215	MAY23 BREA FITNESS	$50.33
		07/21/2023	19016	420141421	MAY23 WATER POSTAGE	$4,788.80
		07/21/2023	19016	420141421	MAY23 WATER PRNT/MAIL	$1,691.99
		07/21/2023	19016	420141421	MAY23 WTR/SWR RATES	$50.05
			INFOSEND, INC.		**Total Check Amount:**	**$6,948.50**
V52298	INLAND ROUNDBALL OFFICIALS INC.	07/21/2023	31906	110404424	REFEREE FEE 7/6-7/11	$1,420.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,420.00**
V52299	INTERWEST CONSULTING GROUP, INC.	07/21/2023	28473	510707454	CONST MGMT/INSP FEB23	$19,044.65
		07/21/2023	28473	510707466	CONST MGMT/INSP FEB23	$6,966.56
		07/21/2023	28473	110000000	INSP SVCS JAN 2023	($5,692.50)
		07/21/2023	28473	110515171	INSP SVCS JAN 2023	$735.00
		07/21/2023	28473	510707454	CONST MGMT/INSP MAR23	$12,513.30
		07/21/2023	28473	510707466	CONST MGMT/INSP MAR23	$8,263.50
		07/21/2023	28473	510707626	CONST MGMT/INSP FEB23	$3,176.29
		07/21/2023	28473	510707454	CONST MGMT/INSP APR23	$12,908.15
		07/21/2023	28473	510707466	CONST MGMT/INSP APR23	$8,524.25
		07/21/2023	28473	510707626	CONST MGMT/INSP APR23	$2,922.60
		07/21/2023	28473	510707626	CONST MGMT/INSP MAR23	$2,833.20
		07/21/2023	28473	84051517I	INSP SVCS JAN 2023	$18,975.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$91,170.00**
V52300	MICHAEL JAMES	07/21/2023	24674	950000000	ILJAOC MJ MLG JAN-JUN	$983.61
			MICHAEL JAMES		**Total Check Amount:**	**$983.61**
V52301	JAMISON ENGINEERING CONTRACTORS,INC	07/21/2023	15812	430515123	SWRLFTSTN RPR BRIARWD	$2,447.11
		07/21/2023	15812	430515123	SWRLFTSTN RPR LA FLOR	$8,900.00
			JAMISON ENGINEERING CONTRACTORS,INC		**Total Check Amount:**	**$11,347.11**
V52302	JMDIAZ, INC.	07/21/2023	27113	110000000	PLAN CHECK SVCS APR23	($1,790.25)
		07/21/2023	27113	84051517P	PLAN CHECK SVCS MAR23	$13,923.00
		07/21/2023	27113	110000000	PLAN CHECK SVCS MAY23	($2,021.25)
		07/21/2023	27113	84051517P	PLAN CHECK SVCS MAY23	$9,371.25
		07/21/2023	27113	84051517P	PLAN CHECK SVCS APR23	$8,300.25
		07/21/2023	27113	110000000	PLAN CHECK SVCS MAR23	($3,003.00)
		07/21/2023	27113	110515171	044 (22-144) OVERPYMT	($360.00)

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			JMDIAZ, INC.		**Total Check Amount:**	**$24,420.00**
V52303	KIMBALL MIDWEST	07/21/2023	23053	480515161	NUTS/BOLTS	$706.48
			KIMBALL MIDWEST		**Total Check Amount:**	**$706.48**
V52304	KITTELSON & ASSOCIATES, INC.	07/21/2023	31100	260515171	LAUREL TFCSTUDY MAY23	$1,410.00
			KITTELSON & ASSOCIATES, INC.		**Total Check Amount:**	**$1,410.00**
V52305	KRONOS INCORPORATED	07/21/2023	22688	110222223	IVR TELESTAFF MAY23	$16.61
			KRONOS INCORPORATED		**Total Check Amount:**	**$16.61**
V52306	KWIK KLEEN	07/21/2023	23771	480515161	PARTS WASHER SERVICE	$185.00
			KWIK KLEEN		**Total Check Amount:**	**$185.00**
V52307	LIFE-ASSIST, INC.	07/21/2023	10530	174222222	PM SUPPLIES FS#3	$1,392.85
			LIFE-ASSIST, INC.		**Total Check Amount:**	**$1,392.85**
V52308	LINCOLN AQUATICS	07/21/2023	17902	490515151	KID POOL REPAIR	$725.00
			LINCOLN AQUATICS		**Total Check Amount:**	**$725.00**
V52309	MINNESOTA LIFE INSURANCE COMPANY	07/21/2023	30640	110	34730 LIFE INS JUL23	$6,022.32
			MINNESOTA LIFE INSURANCE COMPANY		**Total Check Amount:**	**$6,022.32**
V52310	MOTOROLA SOLUTIONS, INC.	07/21/2023	22012	172212141	WATCHGRD MILESTONE #4	$16,566.66
		07/21/2023	22012	231212141	WATCHGRD MILESTONE #6	$86,395.80
		07/21/2023	22012	172212141	WATCHGUARD IN-CAR CAM	$11,906.38
		07/21/2023	22012	231212141	WATCHGRD MILESTONE #4	$36,834.39
		07/21/2023	22012	231212141	WATCHGUARD CREDIT	($32,325.00)
		07/21/2023	22012	173212141	WATCHGRD MILESTONE #4	$11,395.80
			MOTOROLA SOLUTIONS, INC.		**Total Check Amount:**	**$130,774.03**
V52311	MUNICIPAL WATER DISTRICT	07/21/2023	3784	420515131	WATER DELIVERY JUN23	$8,826.38
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$8,826.38**
V52312	MY ARTS STUDIO	07/21/2023	31856	110404424	CLAY ADVENTURES CAMP	$1,947.00
			MY ARTS STUDIO		**Total Check Amount:**	**$1,947.00**
V52313	MYERS AND SONS	07/21/2023	21624	110222213	BARRICADES	$5,674.90
		07/21/2023	21624	110515121	TRAFFIC MATERIAL	$695.42
			MYERS AND SONS		**Total Check Amount:**	**$6,370.32**
V52314	NTH GENERATION COMPUTING, INC.	07/21/2023	21379	475141471	ZERTO BURST FEE MAY23	$578.58
			NTH GENERATION COMPUTING, INC.		**Total Check Amount:**	**$578.58**
V52315	OC YOUTH SPORTS LLC	07/21/2023	31859	110404145	MULTISPORT/SPORTBALL	$945.00
			OC YOUTH SPORTS LLC		**Total Check Amount:**	**$945.00**
V52316	JIA ZHI (GEORGE) PAN	07/21/2023	31796	110404145	GOLF LESSONS	$375.00
			JIA ZHI (GEORGE) PAN		**Total Check Amount:**	**$375.00**
V52317	PLUMBERS DEPOT INC.	07/21/2023	14542	430515123	CCTV CAMERA REPAIR	$1,690.59
		07/21/2023	14542	430515123	CCTV TRAINING	$3,588.08
		07/21/2023	14542	430515123	CCTV TRANSPORTER RPR	$1,002.33

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V52317	PLUMBERS DEPOT INC.	07/21/2023	14542	430515123	CCTV TRUCK CONTROLLER	$806.09
			PLUMBERS DEPOT INC.		**Total Check Amount:**	**$7,087.09**
V52318	QUINN COMPANY	07/21/2023	12380	480515161	SVC FOR CHRGER#1426	$922.50
			QUINN COMPANY		**Total Check Amount:**	**$922.50**
V52319	R.J. NOBLE COMPANY	07/21/2023	1076	420515131	ASPHALT	$2,004.15
			R.J. NOBLE COMPANY		**Total Check Amount:**	**$2,004.15**
V52320	READWRITE EDUCATIONAL, INC.	07/21/2023	3444	110404145	READING/MATH DEV	$378.12
			READWRITE EDUCATIONAL, INC.		**Total Check Amount:**	**$378.12**
V52321	RPW SERVICES, INC.	07/21/2023	3791	360515147	PEST CONTROL JUN 2023	$180.00
			RPW SERVICES, INC.		**Total Check Amount:**	**$180.00**
V52322	RUSSELL SIGLER INC.	07/21/2023	21638	490515151	HVAC FUSES	$6.90
		07/21/2023	21638	490515151	HVAC REFRIGERANT	$488.51
			RUSSELL SIGLER INC.		**Total Check Amount:**	**$495.41**
V52323	SC FUELS	07/21/2023	16654	480515161	CLR DIESEL 1300 GALS	$10,318.40
		07/21/2023	16654	480515161	CLR DIESEL 1300PO ADJ	($5,159.20)
		07/21/2023	16654	480515161	UNL ETH 4049.3 GALS	$34,478.74
		07/21/2023	16654	480515161	UNL ETH 4049.3 PO ADJ	($17,239.37)
			SC FUELS		**Total Check Amount:**	**$22,398.57**
V52324	CYNTHIA MARGARET SCHWARTZ	07/21/2023	32371	110404521	ZUMBA GOLD JUNE 2023	$40.00
			CYNTHIA MARGARET SCHWARTZ		**Total Check Amount:**	**$40.00**
V52325	SHAMBHALA MARTIAL ARTS INC	07/21/2023	28430	110404145	KIDS TAEKWONDO	$75.00
			SHAMBHALA MARTIAL ARTS INC		**Total Check Amount:**	**$75.00**
V52326	SIGNARAMA OF ANAHEIM	07/21/2023	12440	510707978	JUBILEE FAUX PLAQUE	$511.64
			SIGNARAMA OF ANAHEIM		**Total Check Amount:**	**$511.64**
V52327	SO. CALIFORNIA FLEET SVCS. INC	07/21/2023	27570	480515161	TURBO REPAIR	$3,584.64
			SO. CALIFORNIA FLEET SVCS. INC		**Total Check Amount:**	**$3,584.64**
V52328	SOUTHERN CALIFORNIA NEWS GROUP	07/21/2023	26287	110323231	NOTICE-PUBLIC HEARING	$793.60
			SOUTHERN CALIFORNIA NEWS GROUP		**Total Check Amount:**	**$793.60**
V52329	STERICYCLE, INC.	07/21/2023	11925	110212122	DOC SHRED MAY/JUN23	$222.63
		07/21/2023	11925	470141483	DOC SHRED MAY/JUN23	$10.66
		07/21/2023	11925	110111161	DOC SHRED MAY/JUN23	$10.66
			STERICYCLE, INC.		**Total Check Amount:**	**$243.95**
V52330	STEVE A. FILARSKY, ATTORNEY-AT-LAW	07/21/2023	31186	470141483	LEGAL SVCS JUN 2023	$8,840.00
			STEVE A. FILARSKY, ATTORNEY-AT-LAW		**Total Check Amount:**	**$8,840.00**
V52331	STRUCTURE SIX	07/21/2023	29170	490515151	YARD PLANS	$2,200.00
			STRUCTURE SIX		**Total Check Amount:**	**$2,200.00**
V52332	SUPERIOR ALARM SYSTEMS	07/21/2023	11074	110404211	BCC ALARM JUL-SEP23	$210.00
			SUPERIOR ALARM SYSTEMS		**Total Check Amount:**	**$210.00**

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V52333	TECHNICOLOR PRINTING	07/21/2023	24354	110404424	YOUTH SPORT SHIRTS	$2,595.70
			TECHNICOLOR PRINTING		**Total Check Amount:**	**$2,595.70**
V52334	TRANS UNION LLC	07/21/2023	8371	110141481	HR SVCS 5/26-6/25/23	$28.44
			TRANS UNION LLC		**Total Check Amount:**	**$28.44**
V52335	TRINITY SOUND COMPANY	07/21/2023	11364	110404542	2023 CONCERTS 7/26/23	$1,045.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$1,045.50**
V52336	TROPICAL PLAZA NURSERY, INC	07/21/2023	2062	420515131	TREE REMOVAL	$2,200.00
		07/21/2023	2062	360515145	IRRIGATION RPR WCPARK	$973.15
		07/21/2023	2062	420515131	TREE+STUMP REMOVAL	$888.00
			TROPICAL PLAZA NURSERY, INC		**Total Check Amount:**	**$4,061.15**
V52337	LETICIA TRUJILLO	07/21/2023	22054	110404521	ZUMBA GOLD MAY/JUN23	$160.00
			LETICIA TRUJILLO		**Total Check Amount:**	**$160.00**
V52338	TURBO DATA SYSTEMS, INC.	07/21/2023	1472	110212122	CITATION PROC JUN23	$733.13
		07/21/2023	1472	110212122	HHTPM LEASE/MNT JUN23	$312.48
			TURBO DATA SYSTEMS, INC.		**Total Check Amount:**	**$1,045.61**
V52339	UNDERGROUND SERVICE ALERT/SC	07/21/2023	4537	420515131	DSB FEE 7/1/2023	$118.27
		07/21/2023	4537	420515131	UGTICKETS SEWER JUN23	$538.50
		07/21/2023	4537	420515131	UGTICKETS WATER JUN23	$274.25
		07/21/2023	4537	420515131	DSB WTRDIST 7/1/2023	$64.99
			UNDERGROUND SERVICE ALERT/SC		**Total Check Amount:**	**$996.01**
V52340	VORTEX	07/21/2023	15007	490515151	REPL FS1 WTR HTR DOOR	$4,880.46
			VORTEX		**Total Check Amount:**	**$4,880.46**
V52341	WALTERS WHOLESALE ELECTRIC	07/21/2023	1667	490515151	ELECTRICAL PARTS	$107.41
			WALTERS WHOLESALE ELECTRIC		**Total Check Amount:**	**$107.41**
V52342	WEST COAST SAND & GRAVEL, INC.	07/21/2023	11519	420515131	SAND	$1,329.33
			WEST COAST SAND & GRAVEL, INC.		**Total Check Amount:**	**$1,329.33**
V52343	WILLDAN ENGINEERING	07/21/2023	12445	110000000	INSP SVCS THRU 11/25	($3,283.00)
		07/21/2023	12445	84051517I	INSP SVCS THRU 11/25	$16,275.00
		07/21/2023	12445	84051517I	INSP SVCS THRU 10/28	$17,400.00
		07/21/2023	12445	84051517I	INSP SVCS THRU 9/30	$15,825.00
		07/21/2023	12445	110000000	INSP SVCS THRU 12/30	($6,001.00)
		07/21/2023	12445	110515171	INSP SVCS THRU 11/25	$638.00
		07/21/2023	12445	110515171	INSP SVCS THRU 12/30	$406.00
		07/21/2023	12445	110515171	INSP SVCS THRU 3/31	$812.00
		07/21/2023	12445	110515171	INSP SVCS THRU 9/30	$1,566.00
		07/21/2023	12445	84051517I	INSP SVCS THRU 12/30	$26,475.00
		07/21/2023	12445	110000000	INSP SVCS THRU 10/28	($3,828.00)
		07/21/2023	12445	110000000	INSP SVCS THRU 3/31	($4,573.00)

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V52343	WILLDAN ENGINEERING	07/21/2023	12445	110000000	INSP SVCS THRU 9/30	($3,587.00)
		07/21/2023	12445	110515171	INSP SVCS THRU 10/28	$928.00
		07/21/2023	12445	84051517I	INSP SVCS THRU 3/31	$20,175.00
		WILLDAN ENGINEERING			**Total Check Amount:**	**$79,228.00**
V52344	ZERO WASTE USA INC/MUTT MITT	07/21/2023	22125	110515141	DOG WASTE BAGS	$535.65
		07/21/2023	22125	343515112	DOG WASTE BAGS	$228.35
		07/21/2023	22125	345515112	DOG WASTE BAGS	$375.66
		ZERO WASTE USA INC/MUTT MITT			**Total Check Amount:**	**$1,139.66**
					Voucher Subtotal	**$926,591.63**

TOTAL **$1,236,770.99**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193303	AON RISK INSURANCE SVCS WEST, INC.	07/28/2023	26311	470141483	23/24 EARTHQUAKE DIC	$425,296.20
		AON RISK INSURANCE SVCS WEST, INC.			**Total Check Amount:**	**$425,296.20**
193304	AVENU INSIGHTS & ANALYTICS, LLC	07/28/2023	29396	110141424	STARS SVC Q1 2023	$899.25
		07/28/2023	29396	110141424	STARS SVC Q3 2022	$899.25
		07/28/2023	29396	110141424	PROP TAX REP Q2 2023	$1,750.00
		07/28/2023	29396	110141424	STARS SVC Q4 2022	$899.25
		AVENU INSIGHTS & ANALYTICS, LLC			**Total Check Amount:**	**$4,447.75**
193305	AVT TECHNOLOGY SOLUTIONS, LLC	07/28/2023	32056	951000000	ILJAOC HW MNT JUL23	$368.24
		07/28/2023	32056	951000000	ILJAOC HWMNTJUL POADJ	($368.24)
		07/28/2023	32056	951000000	ILJAOC HW MNT JUN23	$368.24
		07/28/2023	32056	951000000	ILJAOC HWMNT JUL23 PO	$368.24
		07/28/2023	32056	951000000	ILJAOC HW MNT MAY23	$368.24
		AVT TECHNOLOGY SOLUTIONS, LLC			**Total Check Amount:**	**$1,104.72**
193306	EMERSON F. BRAN	07/28/2023	32427	110404542	EOLJ23 MONGORAMA #2	$2,500.00
		EMERSON F. BRAN			**Total Check Amount:**	**$2,500.00**
193307	CHARTER COMMUNICATIONS	07/28/2023	31694	110404211	CABLE CHGS JUN/JUL23	$245.55
		07/28/2023	31694	110111151	CABLE CHGS JUN/JUL23	$69.03
		07/28/2023	31694	110141481	CABLE CHGS JUN/JUL23	$17.77
		07/28/2023	31694	110222211	CABLE CHGS JUN/JUL23	$71.06
		07/28/2023	31694	110323212	CABLE CHGS JUN/JUL23	$86.80
		07/28/2023	31694	110212111	CABLE CHGS JUN/JUL23	$384.69
		07/28/2023	31694	110111143	CABLE CHGS JUN/JUL23	$34.52
		07/28/2023	31694	110111161	CABLE CHGS JUN/JUL23	$17.77
		07/28/2023	31694	110404311	CABLE CHGS JUN/JUL23	$17.77
		07/28/2023	31694	110404521	CABLE CHGS JUN/JUL23	$38.67
		07/28/2023	31694	420515131	CABLE CHGS JUN/JUL23	$272.07
		07/28/2023	31694	490515151	CABLE CHGS JUN/JUL23	$17.77
		CHARTER COMMUNICATIONS			**Total Check Amount:**	**$1,273.47**
193308	CITY OF ANAHEIM	07/28/2023	4908	110222211	METRO CITIES 23/24 Q1	$122,205.60
		CITY OF ANAHEIM			**Total Check Amount:**	**$122,205.60**
193309	COMMERCIAL AQUATIC SERVICES, INC.	07/28/2023	25513	110404422	BULK CHEMICALS	$756.96
		COMMERCIAL AQUATIC SERVICES, INC.			**Total Check Amount:**	**$756.96**
193310	COUNTY OF ORANGE	07/28/2023	4799	110212131	CITATION FORMS	$217.70
		COUNTY OF ORANGE			**Total Check Amount:**	**$217.70**
193311	COUNTY OF ORANGE	07/28/2023	4799	110212122	AFIS CTY FEES JUL23	$1,701.00
		COUNTY OF ORANGE			**Total Check Amount:**	**$1,701.00**
193312	COUNTY OF ORANGE	07/28/2023	4799	110212122	OCATS FEES JUL 2023	$1,104.51

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			COUNTY OF ORANGE		**Total Check Amount:**	**$1,104.51**
193313	DEPARTMENT OF JUSTICE	07/28/2023	13406	110141481	FINGERPRNT APPS JUN23	$499.00
			DEPARTMENT OF JUSTICE		**Total Check Amount:**	**$499.00**
193314	DOUG MARTIN CONTRACTING INC	07/28/2023	4512	510707312	22/23 SLURRY PROJECT	$178,482.67
			DOUG MARTIN CONTRACTING INC		**Total Check Amount:**	**$178,482.67**
193315	SOUTHERN CALIFORNIA EDISON	07/28/2023	3343	110515121	JUNE 2023 ELECTRICITY	$7,150.95
		07/28/2023	3343	110515141	JUNE 2023 ELECTRICITY	$3,131.23
		07/28/2023	3343	110515148	JUNE 2023 ELECTRICITY	$66.57
		07/28/2023	3343	490515151	JUNE 2023 ELECTRICITY	$46,133.52
		07/28/2023	3343	110515143	JUNE 2023 ELECTRICITY	$1,030.88
		07/28/2023	3343	110515144	JUNE 2023 ELECTRICITY	$2,943.34
		07/28/2023	3343	360515145	JUNE 2023 ELECTRICITY	$861.41
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$61,317.90**
193316	JONATHON EGAN	07/28/2023	32437	420	CLOSED WATER ACCOUNT	$145.02
			JONATHON EGAN		**Total Check Amount:**	**$145.02**
193317	ESO SOLUTIONS, INC.	07/28/2023	31782	110222221	23/24 EMERG REPORTING	$7,339.37
			ESO SOLUTIONS, INC.		**Total Check Amount:**	**$7,339.37**
193318	FRONTIER COMMUNICATIONS	07/28/2023	26183	420515131	5621821023 7/7-8/6	$58.56
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$58.56**
193319	THE GAS COMPANY	07/28/2023	3749	490515151	JUNE 2023 GAS	$4,517.86
			THE GAS COMPANY		**Total Check Amount:**	**$4,517.86**
193320	THE GAS COMPANY	07/28/2023	3749	420515131	JUNE 2023 GAS	$14.79
		07/28/2023	3749	490515151	JUNE 2023 GAS	$70.41
			THE GAS COMPANY		**Total Check Amount:**	**$85.20**
193321	GMS ELEVATOR SERVICES, INC.	07/28/2023	29109	110515125	MO.SVC:11 ELEV JUL23	$1,110.00
		07/28/2023	29109	490515151	MO.SVC:11 ELEV JUL23	$1,345.00
		07/28/2023	29109	110515125	ELEVATOR SERVICE 5/25	$1,075.00
		07/28/2023	29109	110515125	ELEVATOR SERVICE 5/26	$658.00
			GMS ELEVATOR SERVICES, INC.		**Total Check Amount:**	**$4,188.00**
193322	HERITAGE PLAZA	07/28/2023	29392	270323218	SENIOR SUBSIDY AUG23	$254.00
			HERITAGE PLAZA		**Total Check Amount:**	**$254.00**
193323	HF&H CONSULTANTS, LLC	07/28/2023	27542	440515122	SB1383 SVCS JUN 2023	$3,982.50
			HF&H CONSULTANTS, LLC		**Total Check Amount:**	**$3,982.50**
193324	HOLLYDALE MOBILE ESTATES	07/28/2023	29393	270323218	SENIOR SUBSIDY AUG23	$254.00
			HOLLYDALE MOBILE ESTATES		**Total Check Amount:**	**$254.00**
193325	INTERACT EVENTS	07/28/2023	26742	110404421	CF23 ROCKYISLANDCOMBO	$2,650.00
			INTERACT EVENTS		**Total Check Amount:**	**$2,650.00**
193326	LAKE PARK BREA LP	07/28/2023	5289	270323218	SENIOR SUBSIDY AUG23	$508.00

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			LAKE PARK BREA LP		**Total Check Amount:**	**$508.00**
193327	LAW OFFICES OF JONES & MAYER	07/28/2023	12144	110111112	LEGAL:CODE ENF JUN23	$1,026.00
			LAW OFFICES OF JONES & MAYER		**Total Check Amount:**	**$1,026.00**
193328	JILL & BRIAN LEE	07/28/2023	32436	420	WATER OVERPYMT JUL23	$808.76
			JILL & BRIAN LEE		**Total Check Amount:**	**$808.76**
193329	MARIPOSA LANDSCAPES, INC.	07/28/2023	27959	110515148	WEEDSPRAY TRACKS SEG3	$2,919.06
			MARIPOSA LANDSCAPES, INC.		**Total Check Amount:**	**$2,919.06**
193330	MISSION WOOD FINISHING INC.	07/28/2023	32426	490515151	CM OFFICE REMODEL	$6,200.00
			MISSION WOOD FINISHING INC.		**Total Check Amount:**	**$6,200.00**
193331	MOS EQUIPMENT	07/28/2023	32399	110212121	LOCKER/BLACK BOX LAB	$255.00
		07/28/2023	32399	110212121	BLOCK BOX LAB XL	$3,017.00
		07/28/2023	32399	110212121	EVIDENCE LOCKER	$5,386.42
			MOS EQUIPMENT		**Total Check Amount:**	**$8,658.42**
193332	EMILY NAVARRO	07/28/2023	32434	110000000	CITATION REFUND	$29.00
			EMILY NAVARRO		**Total Check Amount:**	**$29.00**
193333	EMILY NAVARRO	07/28/2023	32434	110000000	CITATION REFUND	$39.00
			EMILY NAVARRO		**Total Check Amount:**	**$39.00**
193334	OC WRAPS, INC.	07/28/2023	32433	110404541	EXTERIOR SIGNAGE	$450.19
			OC WRAPS, INC.		**Total Check Amount:**	**$450.19**
193335	ODP BUSINESS SOLUTIONS, LLC	07/28/2023	31709	110212111	OFFICE SUPPLIES DISP	$546.34
			ODP BUSINESS SOLUTIONS, LLC		**Total Check Amount:**	**$546.34**
193336	ORANGE VILLA SENIOR APARTMENTS	07/28/2023	29394	270323218	SENIOR SUBSIDY AUG23	$254.00
			ORANGE VILLA SENIOR APARTMENTS		**Total Check Amount:**	**$254.00**
193337	ORIGINAL EQUIPMENT AUTO SUPPLY	07/28/2023	32413	480515161	HOSE	$37.66
		07/28/2023	32413	480515161	SHOCKS	$174.00
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$211.66**
193338	P.L. HAWN COMPANY, INC.	07/28/2023	10742	490515151	HVAC FILTERS	$868.40
			P.L. HAWN COMPANY, INC.		**Total Check Amount:**	**$868.40**
193339	PTS MARKETING GROUP	07/28/2023	31560	110111151	BREA LINE FALL 2023	$14,922.00
			PTS MARKETING GROUP		**Total Check Amount:**	**$14,922.00**
193340	ROYAL PAPER CORPORATION	07/28/2023	26215	110141441	SUPPLIES	$1,619.31
			ROYAL PAPER CORPORATION		**Total Check Amount:**	**$1,619.31**
193341	SESAC	07/28/2023	22950	110404311	23/24 MUSIC PERF LIC	$1,104.00
			SESAC		**Total Check Amount:**	**$1,104.00**
193342	MITCHELL 1 (SHOPKEY)	07/28/2023	30003	480515161	23/24SHOPKEY SUBCRPTN	$1,845.98
			MITCHELL 1 (SHOPKEY)		**Total Check Amount:**	**$1,845.98**
193343	SPECTRUM GAS PRODUCTS, INC.	07/28/2023	16060	110222221	HYDROTEST	$552.50
			SPECTRUM GAS PRODUCTS, INC.		**Total Check Amount:**	**$552.50**

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193344	DANIEL SUSSMAN	07/28/2023	32438	110404542	2023 CONCERTS 8/2/23	$1,400.00
			DANIEL SUSSMAN		**Total Check Amount:**	**$1,400.00**
193345	TANG YUK BETTY LUE	07/28/2023	32435	110000000	CITATION REFUND	$29.00
			TANG YUK BETTY LUE		**Total Check Amount:**	**$29.00**
193346	TREECO ARBORIST, INC.	07/28/2023	3838	110515141	CITY HALL PARK SOIL	$238.15
			TREECO ARBORIST, INC.		**Total Check Amount:**	**$238.15**
193347	TURNOUT MAINTENANCE COMPANY, LLC	07/28/2023	19898	110222221	EMBROIDERY	$526.58
			TURNOUT MAINTENANCE COMPANY, LLC		**Total Check Amount:**	**$526.58**
193348	UNIFIRST CORPORATION	07/28/2023	27988	110515125	UNIFORM SVCS JUN 2023	$45.64
		07/28/2023	27988	110515143	UNIFORM SVCS JUN 2023	$48.15
		07/28/2023	27988	360515145	UNIFORM SVCS JUN 2023	$33.46
		07/28/2023	27988	430515123	UNIFORM SVCS JUN 2023	$41.16
		07/28/2023	27988	440515126	UNIFORM SVCS JUN 2023	$10.68
		07/28/2023	27988	361515148	UNIFORM SVCS JUN 2023	$4.52
		07/28/2023	27988	420515131	UNIFORM SVCS JUN 2023	$185.91
		07/28/2023	27988	110515141	UNIFORM SVCS JUN 2023	$99.56
		07/28/2023	27988	110515144	UNIFORM SVCS JUN 2023	$33.82
		07/28/2023	27988	110515148	UNIFORM SVCS JUN 2023	$4.48
		07/28/2023	27988	480515161	UNIFORM SVCS JUN 2023	$156.76
		07/28/2023	27988	110515121	UNIFORM SVCS JUN 2023	$56.56
		07/28/2023	27988	490515151	UNIFORM SVCS JUN 2023	$222.21
			UNIFIRST CORPORATION		**Total Check Amount:**	**$942.91**
193349	CF UNITED LLC	07/28/2023	30700	480515161	CARWASH JUNE 2023	$190.00
			CF UNITED LLC		**Total Check Amount:**	**$190.00**
193350	VERITIV OPERATING COMPANY	07/28/2023	26806	110141441	PAPER	$1,212.28
			VERITIV OPERATING COMPANY		**Total Check Amount:**	**$1,212.28**
					Check Subtotal	**$871,483.53**
V52345	B & S GRAPHICS INC.	07/28/2023	24357	480515161	DECALS	$192.66
			B & S GRAPHICS INC.		**Total Check Amount:**	**$192.66**
V52346	THE BANK OF NEW YORK MELLON	07/28/2023	16062	930141424	23/24ADMFEE TAX ALLOC	$2,565.20
			THE BANK OF NEW YORK MELLON		**Total Check Amount:**	**$2,565.20**
V52347	BREA AUTO BODY, INC.	07/28/2023	27982	480515161	ACCIDENT REPAIR #1515	$2,249.30
			BREA AUTO BODY, INC.		**Total Check Amount:**	**$2,249.30**
V52348	C. WELLS PIPELINE MATERIALS INC	07/28/2023	13055	420515131	PLUMBING SUPPLIES	$1,215.42
			C. WELLS PIPELINE MATERIALS INC		**Total Check Amount:**	**$1,215.42**
V52349	CALIF INSURANCE POOL AUTHORITY	07/28/2023	21666	470141483	23/24 LIABILITY INS	$505,478.00
		07/28/2023	21666	470141483	23/24 WORKERS' COMP	$324,769.00

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V52349	CALIF INSURANCE POOL AUTHORITY	07/28/2023	21666	470141483	23/24 BOND/CRIME INS	$2,854.00
		07/28/2023	21666	470141483	23/24 PROPERTY INS	$391,040.00
		CALIF INSURANCE POOL AUTHORITY			**Total Check Amount:**	**$1,224,141.00**
V52350	ANDREW P CATOR	07/28/2023	6646	460141474	MILEAGE JUNE 2023	$222.70
		ANDREW P CATOR			**Total Check Amount:**	**$222.70**
V52351	MIRSA CHAVEZ GRIEGO	07/28/2023	31295	110212111	TRAINING MILEAGE	$20.11
		MIRSA CHAVEZ GRIEGO			**Total Check Amount:**	**$20.11**
V52352	BRANDON CHUNG	07/28/2023	18773	460141474	MILEAGE MAY 2023	$194.54
		BRANDON CHUNG			**Total Check Amount:**	**$194.54**
V52353	CORELOGIC	07/28/2023	25542	280323215	REAL EST LISTNG JUN23	$185.00
		CORELOGIC			**Total Check Amount:**	**$185.00**
V52354	CSG CONSULTANTS	07/28/2023	25540	110000000	INSP SVCS MAY 2023	($8,575.00)
		07/28/2023	25540	110000000	INSP SVCS APR 2023	($5,677.50)
		07/28/2023	25540	510707978	PLAN CHECK FEB23 REV1	$258.75
		07/28/2023	25540	84032324I	INSP SVCS APR 2023	$21,677.50
		07/28/2023	25540	110000000	PLAN CHECK SVCS JUN23	($610.50)
		07/28/2023	25540	84032324I	INSP SVCS MAY 2023	$26,975.00
		07/28/2023	25540	84032324P	PLAN CHECK SVCS JUN23	$15,718.00
		CSG CONSULTANTS			**Total Check Amount:**	**$49,766.25**
V52355	DANIELS TIRE SERVICE	07/28/2023	3133	480515161	TIRES	$5,696.80
		DANIELS TIRE SERVICE			**Total Check Amount:**	**$5,696.80**
V52356	JIMMY DAO	07/28/2023	19002	475141471	TRAINING MILEAGE	$134.93
		JIMMY DAO			**Total Check Amount:**	**$134.93**
V52357	DENNIS GRUBB & ASSOCIATES, LLC.	07/28/2023	25568	84022223P	PLAN CHECK SVCS JUN23	$9,975.00
		07/28/2023	25568	110000000	PLAN CHECK SVCS JUN23	($1,725.00)
		DENNIS GRUBB & ASSOCIATES, LLC.			**Total Check Amount:**	**$8,250.00**
V52358	DOOLEY ENTERPRISES INC	07/28/2023	5421	110212131	AMMUNITION	$3,075.19
		DOOLEY ENTERPRISES INC			**Total Check Amount:**	**$3,075.19**
V52359	FRANK ENRIQUEZ	07/28/2023	19807	110141471	TRAINING MILEAGE	$274.45
		FRANK ENRIQUEZ			**Total Check Amount:**	**$274.45**
V52360	ENTENMANN ROVIN COMPANY	07/28/2023	3457	110212111	BADGE REPAIRS	$154.60
		ENTENMANN ROVIN COMPANY			**Total Check Amount:**	**$154.60**
V52361	EVERNORTH BEHAVIORAL HEALTH INC.	07/28/2023	26628	110141481	EAP SVCS AUG23 (471)	$1,125.69
		EVERNORTH BEHAVIORAL HEALTH INC.			**Total Check Amount:**	**$1,125.69**
V52362	GALE SUPPLY COMPANY	07/28/2023	21090	110515141	JANITORIAL SUPPLIES	$2,772.57
		GALE SUPPLY COMPANY			**Total Check Amount:**	**$2,772.57**
V52363	GRAINGER	07/28/2023	13634	110222211	BATTERIES	$125.99
		GRAINGER			**Total Check Amount:**	**$125.99**

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V52364	HAAKER EQUIPMENT CO.	07/28/2023	4297	480515161	SWITCHES	$168.67
			HAAKER EQUIPMENT CO.		**Total Check Amount:**	**$168.67**
V52365	HI SIGN	07/28/2023	4693	490515151	P-2 PARKING SIGNS	$191.80
			HI SIGN		**Total Check Amount:**	**$191.80**
V52366	HOLLY ELECTRIC INC.	07/28/2023	27530	343515112	LT REPAIR POLE# 88	$708.49
			HOLLY ELECTRIC INC.		**Total Check Amount:**	**$708.49**
V52367	WESLEY HUANG	07/28/2023	26144	110212111	NAPOA LDRSHPTRNG SYMP	$154.00
			WESLEY HUANG		**Total Check Amount:**	**$154.00**
V52372	INTERWEST CONSULTING GROUP, INC.	07/28/2023	28473	510707251	CIP MGMT MAR 2023	$8,183.00
		07/28/2023	28473	510707278	CIP MGMT APR 2023	$80.00
		07/28/2023	28473	510707322	CIP MGMT FEB 2023	$3,143.75
		07/28/2023	28473	510707324	CIP MGMT/INSP APR23	$10,741.00
		07/28/2023	28473	510707324	CIP MGMT/INSP FEB23	$18,996.25
		07/28/2023	28473	510707327	CIP MGMT APR 2023	$160.00
		07/28/2023	28473	510707327	CIP MGMT DEC 2022	$120.00
		07/28/2023	28473	510707453	CIP MGMT APR 2023	$97.50
		07/28/2023	28473	510707453	CIP MGMT FEB 2023	$585.00
		07/28/2023	28473	510707457	CIP MGMT APR 2023	$97.50
		07/28/2023	28473	510707457	CIP MGMT FEB 2023	$585.00
		07/28/2023	28473	510707717	CIP MGMT FEB 2023	$2,096.25
		07/28/2023	28473	510707965	CIP MGMT MAR 2023	$1,670.00
		07/28/2023	28473	510707975	CIP MGMT FEB 2023	$1,023.75
		07/28/2023	28473	510707975	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707251	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707322	CIP MGMT APR 2023	$2,388.75
		07/28/2023	28473	510707322	CIP MGMT APR23 PO ADJ	$0.00
		07/28/2023	28473	510707326	CIP MGMT FEB 2023	$80.00
		07/28/2023	28473	510707327	CIP MGMT JAN 2023	$880.00
		07/28/2023	28473	510707328	CIP MGMT FEB 2023	$440.00
		07/28/2023	28473	510707442	CIP MGMT APR23 PO ADJ	$0.00
		07/28/2023	28473	510707442	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707442	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707453	CIP MGMT APR23 PO ADJ	$0.00
		07/28/2023	28473	510707453	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707453	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707457	CIP MGMT APR23 PO ADJ	$0.00
		07/28/2023	28473	510707717	CIP MGMT APR23 PO ADJ	$0.00

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V52372	INTERWEST CONSULTING GROUP, INC.	07/28/2023	28473	510707717	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707717	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707975	CIP MGMT APR 2023	$1,267.50
		07/28/2023	28473	510707975	CIP MGMT MAR 2023	$2,096.25
		07/28/2023	28473	510707251	CIP MGMT FEB 2023	$8,057.75
		07/28/2023	28473	510707251	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707324	CIP MGMT/INSP MAR23	$21,737.50
		07/28/2023	28473	510707328	CONST MGMT APR 2023	$440.00
		07/28/2023	28473	510707442	CIP MGMT MAR 2023	$2,632.50
		07/28/2023	28473	510707453	CIP MGMT MAR 2023	$48.75
		07/28/2023	28473	510707717	CIP MGMT APR 2023	$2,388.75
		07/28/2023	28473	510707717	CIP MGMT MAR 2023	$2,047.50
		07/28/2023	28473	510707965	CIP MGMT APR 2023	$1,002.00
		07/28/2023	28473	510707965	CIP MGMT FEB 2023	$501.00
		07/28/2023	28473	510707965	CIP MGMT JAN 2023	$292.25
		07/28/2023	28473	510707975	CIP MGMT APR23 PO ADJ	$0.00
		07/28/2023	28473	510707975	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707978	CIP MGMT APR 2023	$1,169.00
		07/28/2023	28473	510707978	CIP MGMT JAN 2023	$83.50
		07/28/2023	28473	510707978	CIP MGMT MAR 2023	$2,463.25
		07/28/2023	28473	510707978	CIP/CONST MGMT FEB23	$2,359.75
		07/28/2023	28473	510707299	CIP MGMT APR 2023	$2,713.75
		07/28/2023	28473	510707322	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707322	CIP MGMT MAR 2023	$3,705.00
		07/28/2023	28473	510707322	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707326	CIP MGMT MAR 2023	$80.00
		07/28/2023	28473	510707328	CIP MGMT MAR 2023	$600.00
		07/28/2023	28473	510707442	CIP MGMT APR 2023	$1,218.75
		07/28/2023	28473	510707442	CIP MGMT FEB 2023	$1,121.25
		07/28/2023	28473	510707457	CIP MGMT FEB23 PO ADJ	$0.00
		07/28/2023	28473	510707457	CIP MGMT MAR 2023	$48.75
		07/28/2023	28473	510707457	CIP MGMT MAR23 PO ADJ	$0.00
		07/28/2023	28473	510707956	CIP MGMT APR 2023	$334.00
		07/28/2023	28473	510707965	CIP MGMT DEC 2022	$876.75
		INTERWEST CONSULTING GROUP, INC.			**Total Check Amount:**	**$110,653.25**
V52373	IPARQ	07/28/2023	21583	110323241	PERMIT FEES JUN 2023	$409.53
		07/28/2023	21583	110323241	PERMIT SYST FEE JUL23	$100.00

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			IPARQ		**Total Check Amount:**	**$509.53**
V52374	JMDIAZ, INC.	07/28/2023	27113	110000000	PLAN CHECK SVCS JUN23	($2,103.75)
		07/28/2023	27113	84051517P	PLAN CHECK SVCS DEC22	$8,835.75
		07/28/2023	27113	110000000	PLAN CHECK SVCS DEC22	($2,194.50)
		07/28/2023	27113	110000000	PLAN CHECK SVCS FEB23	($1,320.00)
		07/28/2023	27113	510515171	PLAN CHECK SVCS JAN23	$5,160.00
		07/28/2023	27113	510707475	PLAN CHECK SVCS DEC22	$258.75
		07/28/2023	27113	84051517P	PLAN CHECK SVCS JAN23	$9,983.25
		07/28/2023	27113	510707947	PLAN CHECK SVCS JAN23	$270.00
		07/28/2023	27113	84051517P	PLAN CHECK SVCS FEB23	$6,120.00
		07/28/2023	27113	110000000	PLAN CHECK SVCS JAN23	($2,153.25)
		07/28/2023	27113	84051517P	PLAN CHECK SVCS JUN23	$9,753.75
			JMDIAZ, INC.		**Total Check Amount:**	**$32,610.00**
V52375	K PRO STONE CARE	07/28/2023	20535	490515151	WTRPRF STONEWALL @BCC	$3,980.00
			K PRO STONE CARE		**Total Check Amount:**	**$3,980.00**
V52376	DAVID TAEKEK KANG	07/28/2023	29475	110212111	NAPOA LDRSHPTRNG SYMP	$154.00
			DAVID TAEKEK KANG		**Total Check Amount:**	**$154.00**
V52377	KRISTOFER KATAOKA	07/28/2023	18385	110404542	MILEAGE JULY 2023	$25.55
			KRISTOFER KATAOKA		**Total Check Amount:**	**$25.55**
V52378	KEENAN & ASSOCIATES	07/28/2023	22439	470141483	2023 WORKERS' COMP #8	$10,951.25
			KEENAN & ASSOCIATES		**Total Check Amount:**	**$10,951.25**
V52379	KELLY SPICERS	07/28/2023	18883	110141441	PAPER	$1,743.21
			KELLY SPICERS		**Total Check Amount:**	**$1,743.21**
V52380	KELLY SPICERS STORES	07/28/2023	31267	110141441	PAPER/SUPPLIES	$341.07
			KELLY SPICERS STORES		**Total Check Amount:**	**$341.07**
V52381	KIMLEY-HORN AND ASSOCIATES, INC.	07/28/2023	26302	110323231	AFF HSG ORD UPD MAY23	$2,230.00
			KIMLEY-HORN AND ASSOCIATES, INC.		**Total Check Amount:**	**$2,230.00**
V52382	LAND CONCERN, LTD	07/28/2023	22942	510707936	PLANS-BCC LANDSCAPE	$1,000.00
			LAND CONCERN, LTD		**Total Check Amount:**	**$1,000.00**
V52383	LIFE-ASSIST, INC.	07/28/2023	10530	174222222	PM SUPPLIES FS2	$863.36
		07/28/2023	10530	174222222	PM SUPPLIES FS3	$50.64
			LIFE-ASSIST, INC.		**Total Check Amount:**	**$914.00**
V52384	TINA M MEYER	07/28/2023	12786	110212111	TRAINING MILEAGE	$294.75
			TINA M MEYER		**Total Check Amount:**	**$294.75**
V52385	MINER, LTD	07/28/2023	27173	490515151	P-2 SECURITY GATE SVC	$475.96
			MINER, LTD		**Total Check Amount:**	**$475.96**
V52386	NIEVES LANDSCAPE, INC.	07/28/2023	31375	110515141	TAMARACK PARK CLEANUP	$1,132.00
			NIEVES LANDSCAPE, INC.		**Total Check Amount:**	**$1,132.00**

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V52387	QUADIENT LEASING USA, INC	07/28/2023	30262	110141441	MAILSYSTM LSE MAY-JUL	$1,400.43
			QUADIENT LEASING USA, INC		**Total Check Amount:**	**$1,400.43**
V52388	QUARTECH CORRECTIONS LLC	07/28/2023	29933	950000000	ILJAOC IP SUPP JUN23	$17,225.00
		07/28/2023	29933	950000000	ILJAOC IP SUPP PO ADJ	$0.00
		07/28/2023	29933	951000000	ILJAOC PCDEC JUN 2023	$36,262.50
			QUARTECH CORRECTIONS LLC		**Total Check Amount:**	**$53,487.50**
V52389	RICHARDS, WATSON & GERSHON	07/28/2023	8978	110515171	9999 GEN LGL SVCS APR	$227.00
		07/28/2023	8978	280323215	9999 GEN LGL SVCS APR	$5,282.00
		07/28/2023	8978	110111112	0198 RIOS ET AL MAY23	$70.40
		07/28/2023	8978	440515122	0001 GEN LGL SVCS APR	$513.00
		07/28/2023	8978	840141412	0116 REIMB WORK APR23	$9,597.00
		07/28/2023	8978	110111112	9999 GEN LGL SVCS APR	$7,276.90
		07/28/2023	8978	110323213	9999 GEN LGL SVCS APR	$138.00
		07/28/2023	8978	840141412	0001 GEN LGL SVCS APR	$741.00
		07/28/2023	8978	840141412	0162 REIMB WORK MAY23	$4,662.00
		07/28/2023	8978	840141412	9999 GEN LGL SVCS APR	$203.00
		07/28/2023	8978	110111112	0001 GEN LGL SVCS APR	$10,371.22
		07/28/2023	8978	110515171	0001 GEN LGL SVCS APR	$19.00
		07/28/2023	8978	410515132	162 STA ANA MS4 MAY23	$344.00
		07/28/2023	8978	510707946	0173 TRACKS EXT MAY23	$492.00
			RICHARDS, WATSON & GERSHON		**Total Check Amount:**	**$39,936.52**
V52390	ROTH STAFFING COMPANIES LP	07/28/2023	27579	110222211	TEMP STAFF WE 7/9/23	$1,369.15
		07/28/2023	27579	110222211	TEMP STAFF WE 7/2/23	$1,750.71
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$3,119.86**
V52391	SOOTHING ESCAPE MASSAGE LLC	07/28/2023	31650	110404523	SOUNDBATH	$168.00
			SOOTHING ESCAPE MASSAGE LLC		**Total Check Amount:**	**$168.00**
V52392	STOTZ EQUIPMENT	07/28/2023	24388	480515161	FILTERS	$260.55
			STOTZ EQUIPMENT		**Total Check Amount:**	**$260.55**
V52393	TARGETSOLUTIONS LEARNING, LLC	07/28/2023	25777	174222222	23/24 VECTOR MEMB/MNT	$2,414.75
		07/28/2023	25777	110222221	23/24 VECTOR MEMB/MNT	$2,414.75
			TARGETSOLUTIONS LEARNING, LLC		**Total Check Amount:**	**$4,829.50**
V52394	TRINITY SOUND COMPANY	07/28/2023	11364	110404542	2023 CONCERTS 8/2/23	$1,045.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$1,045.50**
V52395	TROPICAL PLAZA NURSERY, INC	07/28/2023	2062	360515145	IRRIGATION WORK 560	$2,037.24
			TROPICAL PLAZA NURSERY, INC		**Total Check Amount:**	**$2,037.24**
V52396	TYLER TECHNOLOGIES, INC.	07/28/2023	25937	951	ILJAOC ECIT FULLERTON	$172.20
			TYLER TECHNOLOGIES, INC.		**Total Check Amount:**	**$172.20**
V52397	UNITED ROTARY BRUSH	07/28/2023	16649	480515161	SWEEPER BROOMS	$355.92

City Disbursement Register

Between Jul 24, 2023 12:00 AM and Jul 28, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
	CORPORATION					
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$355.92**
V52398	VINTAGE CREEK SENIOR APARTMENTS LP	07/28/2023	29395	270323218	SENIOR SUBSIDY AUG23	$508.00
			VINTAGE CREEK SENIOR APARTMENTS LP		**Total Check Amount:**	**$508.00**
V52399	VISTA PAINT CORPORATION	07/28/2023	4573	490515151	YARD PAINT	$139.67
			VISTA PAINT CORPORATION		**Total Check Amount:**	**$139.67**
V52400	VORTEX	07/28/2023	15007	490515151	CHLORINE RM DOOR RPR	$2,955.60
			VORTEX		**Total Check Amount:**	**$2,955.60**
V52401	WAXIE SANITARY SUPPLY	07/28/2023	3332	490515151	JANITORIAL SUPPLIES	$6,358.06
			WAXIE SANITARY SUPPLY		**Total Check Amount:**	**$6,358.06**
V52402	WEST COAST ARBORISTS, INC.	07/28/2023	1556	110515141	TREE MNT-PARK 6/16-30	$7,341.32
		07/28/2023	1556	110515142	TREE ASSMNT 6/16-6/30	$4,155.58
		07/28/2023	1556	110515142	TREE MNT 6/16-6/30	$7,253.39
		07/28/2023	1556	110515142	TREE MNT-PARK 6/16-30	$22,875.06
			WEST COAST ARBORISTS, INC.		**Total Check Amount:**	**$41,625.35**
V52403	WESTERN GOLF PROPERTIES, LLC	07/28/2023	29071	465515149	MGMT INCENTIVE 22/23	$212,269.43
			WESTERN GOLF PROPERTIES, LLC		**Total Check Amount:**	**$212,269.43**
					Voucher Subtotal	**$1,841,269.26**

TOTAL **$2,712,752.79**

City Disbursement Register

Between Jul 31, 2023 12:00 AM and Aug 4, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
193351	OUTREACH GRID	07/31/2023	32440	902009100	USER SUBSCRIP TOKEN	$0.00
			OUTREACH GRID		**Total Check Amount:**	**$0.00**
193352	OUTREACH GRID	07/31/2023	32440	902009100	USER SUBSCRIP TOKEN	$189,528.00
			OUTREACH GRID		**Total Check Amount:**	**$189,528.00**
193353	AMERICAN CRANE SERVICE, INC	08/04/2023	20889	490515151	CRANE LIFT - BCC HVAC	$1,100.00
			AMERICAN CRANE SERVICE, INC		**Total Check Amount:**	**$1,100.00**
193354	AT&T	08/04/2023	22050	475141471	2560850800 7-11-23	$1,880.49
		08/04/2023	22050	475141471	5593010805 7-11-23	$1,287.10
			AT&T		**Total Check Amount:**	**$3,167.59**
193355	AT&T	08/04/2023	22390	475141471	7149110022 6/14-7/13	$207.73
			AT&T		**Total Check Amount:**	**$207.73**
193356	AT&T	08/04/2023	23126	110212121	PHONE TRACKING JUL23	$275.00
			AT&T		**Total Check Amount:**	**$275.00**
193357	AT&T CALNET	08/04/2023	20391	360515145	CALNET JUNE 2023	$51.90
		08/04/2023	20391	360515147	CALNET JUNE 2023	$27.76
		08/04/2023	20391	361515143	CALNET JUNE 2023	$111.85
		08/04/2023	20391	420515131	CALNET JUNE 2023	$271.66
		08/04/2023	20391	475141471	CALNET JUNE 2023	$11,053.15
			AT&T CALNET		**Total Check Amount:**	**$11,516.32**
193358	AT&T LONG DISTANCE	08/04/2023	1737	475141471	807752441 7-4-23	$47.25
			AT&T LONG DISTANCE		**Total Check Amount:**	**$47.25**
193359	THE BEE ARMY	08/04/2023	32412	110404311	BEE REMOVAL	$400.00
			THE BEE ARMY		**Total Check Amount:**	**$400.00**
193360	BREA AUTO ELECTRIC	08/04/2023	15806	110222224	SEAGRAVES REPAIR	$4,785.79
			BREA AUTO ELECTRIC		**Total Check Amount:**	**$4,785.79**
193361	CA BUILDING EVALUATION & CONST INC.	08/04/2023	31875	510707977	SC CTR GENERATOR PP#7	$6,697.50
			CA BUILDING EVALUATION & CONST INC.		**Total Check Amount:**	**$6,697.50**
193362	CHARTER COMMUNICATIONS	08/04/2023	31694	110111143	CABLE CHGS JUL/AUG 23	$95.13
			CHARTER COMMUNICATIONS		**Total Check Amount:**	**$95.13**
193363	CINTAS	08/04/2023	24347	110404211	FIRST AID RESTOCK-BCC	$206.52
			CINTAS		**Total Check Amount:**	**$206.52**
193364	CITY OF BREA	08/04/2023	13577	110111143	OCCMA MEMBERSHIP (2)	$1,210.00
			CITY OF BREA		**Total Check Amount:**	**$1,210.00**
193365	CITY OF FULLERTON	08/04/2023	12001	110212134	SWAT FAC RENTAL OCT21	$155.00
		08/04/2023	12001	110212134	SWAT FAC RENT MAR22	$100.00
		08/04/2023	12001	110212134	SWAT THROW PHONES	$1,327.50
			CITY OF FULLERTON		**Total Check Amount:**	**$1,582.50**
193366	CIVILTEC ENGINEERING INC.	08/04/2023	2581	510707470	PROF SVCS THRU 2/3	$5,427.50

City Disbursement Register

Between Jul 31, 2023 12:00 AM and Aug 4, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			CIVILTEC ENGINEERING INC.		**Total Check Amount:**	**$5,427.50**
193367	CSUF-CAL STATE UNIVERSITY FULLERTON	08/04/2023	22792	110141481	LIVE SCAN JUNE 2023	$154.00
		08/04/2023	22792	110141481	LIVE SCAN MAY 2023	$352.00
			CSUF-CAL STATE UNIVERSITY FULLERTON		**Total Check Amount:**	**$506.00**
193368	DELTA T HVAC, INC.	08/04/2023	28265	490515151	HVAC REPAIR - BCC	$550.00
		08/04/2023	28265	490515151	HVAC REPAIR - YARD	$220.00
		08/04/2023	28265	490515151	HVAC REPAIR - CCC	$1,850.00
			DELTA T HVAC, INC.		**Total Check Amount:**	**$2,620.00**
193369	SOUTHERN CALIFORNIA EDISON	08/04/2023	3343	110515121	JULY 2023 ELECTRICITY	$1,758.60
		08/04/2023	3343	110515143	JULY 2023 ELECTRICITY	$9.56
			SOUTHERN CALIFORNIA EDISON		**Total Check Amount:**	**$1,768.16**
193370	THE FENIANS MUSIC	08/04/2023	28463	110404542	2023 CONCERTS 8/9/23	$1,800.00
			THE FENIANS MUSIC		**Total Check Amount:**	**$1,800.00**
193371	FRANCHISE TAX BOARD/ST OF CALIF	08/04/2023	12043	110	562312853 072823 PR	$1,124.13
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$1,124.13**
193372	FRANCHISE TAX BOARD/ST OF CALIF	08/04/2023	12043	110	571810253 072823 PR	$30.00
			FRANCHISE TAX BOARD/ST OF CALIF		**Total Check Amount:**	**$30.00**
193373	FRONTIER COMMUNICATIONS	08/04/2023	26183	475141471	5621820146 7/16-8/15	$42.01
			FRONTIER COMMUNICATIONS		**Total Check Amount:**	**$42.01**
193374	G & G TROPHY CO.	08/04/2023	1709	110404424	YOUTH SPORTS MEDALS	$641.33
			G & G TROPHY CO.		**Total Check Amount:**	**$641.33**
193375	THE GAS COMPANY	08/04/2023	3749	490515151	JULY 2023 GAS	$151.96
			THE GAS COMPANY		**Total Check Amount:**	**$151.96**
193376	J.J. KELLER & ASSOCIATES, INC.	08/04/2023	32424	110141481	DOT NEEDS ASSESSMENT	$8,449.22
			J.J. KELLER & ASSOCIATES, INC.		**Total Check Amount:**	**$8,449.22**
193377	MAGIC JUMP RENTALS ORANGE CTY LLC	08/04/2023	31850	110212111	NAT'L NIGHT OUT GAMES	$852.95
			MAGIC JUMP RENTALS ORANGE CTY LLC		**Total Check Amount:**	**$852.95**
193378	MONUMENT ROW	08/04/2023	32407	510707946	TRACKS WEST EXT JUN23	$1,268.75
		08/04/2023	32407	510707946	TRACKS JUN23 PO ADJ	$0.00
			MONUMENT ROW		**Total Check Amount:**	**$1,268.75**
193379	NEWGEN STRATEGIES & SOLUTIONS, LLC	08/04/2023	31442	440515122	S/W STUDY THRU 6/30	$2,890.00
		08/04/2023	31442	440515122	S/W STUDY THRU 07/15	$4,475.00
			NEWGEN STRATEGIES & SOLUTIONS, LLC		**Total Check Amount:**	**$7,365.00**
193380	NICHOLS LOCAL GOVT CONSULTING	08/04/2023	31810	110212111	MANDCOST CONSULTJUN23	$2,000.00
			NICHOLS LOCAL GOVT CONSULTING		**Total Check Amount:**	**$2,000.00**
193381	OPTIMISM ONLINE LLC	08/04/2023	32439	231212141	23/24 OPTIMISM LIB	$15,000.00
		08/04/2023	32439	231212141	INF GAME BOOK CLUB	$300.00
		08/04/2023	32439	231212141	UNR HOSP BOOK CLUB	$300.00

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
			OPTIMISM ONLINE LLC		**Total Check Amount:**	**$15,600.00**
193382	ORIGINAL EQUIPMENT AUTO SUPPLY	08/04/2023	32413	480515161	FUEL PUMP	$378.88
		08/04/2023	32413	480515161	LOWER CONTROL ARM	$138.56
			ORIGINAL EQUIPMENT AUTO SUPPLY		**Total Check Amount:**	**$517.44**
193383	PATRICK'S MUSIC SCHOOL	08/04/2023	31858	110404145	MUSIC CLASSES	$1,009.80
			PATRICK'S MUSIC SCHOOL		**Total Check Amount:**	**$1,009.80**
193384	PEOPLE SPACE	08/04/2023	28721	510707982	CCC FL3 CONF RM-ENG'G	$29,570.25
			PEOPLE SPACE		**Total Check Amount:**	**$29,570.25**
193385	PUENTE HILLS FORD	08/04/2023	25742	480515161	STEERING KNUCKLE	$174.71
		08/04/2023	25742	480515161	STUD/NUTS	$70.08
		08/04/2023	25742	480515161	WASHER HOSE	$18.68
			PUENTE HILLS FORD		**Total Check Amount:**	**$263.47**
193386	PURE IMAGINATION PARTY COMPANY, THE	08/04/2023	31855	110404145	PRINCESS CAMP	$2,235.60
			PURE IMAGINATION PARTY COMPANY, THE		**Total Check Amount:**	**$2,235.60**
193387	SPARKLETTS	08/04/2023	3001	110141481	WATER BOTTLES APR23	$10.52
		08/04/2023	3001	110141441	WATER BOTTLES APR23	($10.52)
		08/04/2023	3001	110141441	WTRDISP+BOTTLES JUN23	$630.81
			SPARKLETTS		**Total Check Amount:**	**$630.81**
193388	SPECTRUM GAS PRODUCTS, INC.	08/04/2023	16060	174222222	OXYGEN	$129.00
			SPECTRUM GAS PRODUCTS, INC.		**Total Check Amount:**	**$129.00**
193389	DR. ROBERT L. WILKINSON	08/04/2023	19024	110141481	DOT PHYSICALS JUL23	$220.00
		08/04/2023	19024	110141481	DOT PHYSICALS JUN23	$40.00
			DR. ROBERT L. WILKINSON		**Total Check Amount:**	**$260.00**
					Check Subtotal	**$305,082.71**
V52404	ADMINISTRATIVE & PROF	08/04/2023	3344	110	4010 APEA MEMB 072823	$588.00
			ADMINISTRATIVE & PROF		**Total Check Amount:**	**$588.00**
V52405	THE ADVANTAGE GROUP	08/04/2023	24539	110	808C FSA URMED 072823	$5,814.94
		08/04/2023	24539	110	808B FSADEPCAR 072823	$1,491.66
			THE ADVANTAGE GROUP		**Total Check Amount:**	**$7,306.60**
V52406	AKAL CONSULTANTS	08/04/2023	19771	510707946	TRACKS EXT APR-JUN23	$4,420.00
			AKAL CONSULTANTS		**Total Check Amount:**	**$4,420.00**
V52407	ALLSTAR FIRE EQUIPMENT	08/04/2023	8353	110222221	FOAM	$2,071.31
			ALLSTAR FIRE EQUIPMENT		**Total Check Amount:**	**$2,071.31**
V52408	ANAHEIM ICE MANAGEMENT	08/04/2023	15170	110404145	BEGINNER ICE SKATING	$747.00
			ANAHEIM ICE MANAGEMENT		**Total Check Amount:**	**$747.00**
V52409	AVCOGAS PROPANE SALES & SERVICES	08/04/2023	22047	480515161	PROPANE 201.8 GALS	$437.81
		08/04/2023	22047	480515161	PROPANE 201.8G PO ADJ	$0.00

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Between Jul 31, 2023 12:00 AM and Aug 4, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
		AVCOGAS PROPANE SALES & SERVICES			**Total Check Amount:**	**$437.81**
V52410	THE BANK OF NEW YORK MELLON	08/04/2023	16062	930141424	23/24 TRUSTEE FEE	$2,200.00
		THE BANK OF NEW YORK MELLON			**Total Check Amount:**	**$2,200.00**
V52411	BAY AREA DRIVING SCHOOL	08/04/2023	29122	110404145	ONLINE DRIVER'S ED	$240.00
		BAY AREA DRIVING SCHOOL			**Total Check Amount:**	**$240.00**
V52412	BEST LAWN MOWER SERVICE	08/04/2023	16230	480515161	LEAF BLOWER	$1,376.91
		BEST LAWN MOWER SERVICE			**Total Check Amount:**	**$1,376.91**
V52413	BPSEA MEMORIAL FOUNDATION	08/04/2023	14990	110	4050 MEMORIAL 072823	$133.00
		BPSEA MEMORIAL FOUNDATION			**Total Check Amount:**	**$133.00**
V52414	BREA AUTO SERVICE	08/04/2023	12780	480515161	A/C REPAIR #1715	$288.40
		BREA AUTO SERVICE			**Total Check Amount:**	**$288.40**
V52415	BREA CITY EMPLOYEES ASSOCIATION	08/04/2023	3236	110	4005 BCEA MEMB 072823	$732.00
		BREA CITY EMPLOYEES ASSOCIATION			**Total Check Amount:**	**$732.00**
V52416	BREA FIREFIGHTERS ASSOCIATION	08/04/2023	3237	110	4016 ASSOCMEMB 072823	$3,054.25
		BREA FIREFIGHTERS ASSOCIATION			**Total Check Amount:**	**$3,054.25**
V52417	BREA POLICE ASSOCIATION	08/04/2023	3769	110	4030 BPA REG 072823	$3,550.00
		BREA POLICE ASSOCIATION			**Total Check Amount:**	**$3,550.00**
V52418	BREA POLICE ATHLETIC LEAGUE	08/04/2023	1068	110	5010 B.P.A.L. 072823	$127.50
		BREA POLICE ATHLETIC LEAGUE			**Total Check Amount:**	**$127.50**
V52419	BREA POLICE MANAGEMENT ASSOCIATION	08/04/2023	21189	110	4020 PMA MEMB 072823	$130.00
		08/04/2023	21189	110	4019 LDF MEMB 072823	$9.50
		BREA POLICE MANAGEMENT ASSOCIATION			**Total Check Amount:**	**$139.50**
V52420	MIRSA CHAVEZ GRIEGO	08/04/2023	31295	110212111	IMP DRIVNG/TFC SAFETY	$40.00
		MIRSA CHAVEZ GRIEGO			**Total Check Amount:**	**$40.00**
V52421	CONNOR MICHAEL CHRISTNER	08/04/2023	29083	110212111	IMP DRIVNG/TFC SAFETY	$40.00
		CONNOR MICHAEL CHRISTNER			**Total Check Amount:**	**$40.00**
V52422	COMLOCK SECURITY-GROUP	08/04/2023	13625	490515151	LOCKS/KEYS	$67.29
		08/04/2023	13625	110515141	KEYS FOR PARKS	$352.92
		COMLOCK SECURITY-GROUP			**Total Check Amount:**	**$420.21**
V52423	THE CONNECTION CORPORATION	08/04/2023	31669	110404523	COUNSELING SVCS JUN23	$4,320.00
		THE CONNECTION CORPORATION			**Total Check Amount:**	**$4,320.00**
V52424	CPS HR CONSULTING	08/04/2023	2971	110141481	RECRUITMNT SVCS DEC22	$135.00
		CPS HR CONSULTING			**Total Check Amount:**	**$135.00**
V52425	ANSELMO RYAN ANGULO	08/04/2023	32314	110141481	POLYGRAPH JUN 2023	$175.00
		ANSELMO RYAN ANGULO			**Total Check Amount:**	**$175.00**
V52426	ANDREW CRAIG ESCARCEGA	08/04/2023	32188	110404521	ZUMBA GOLD	$40.00
		ANDREW CRAIG ESCARCEGA			**Total Check Amount:**	**$40.00**
V52427	GAIL EVERTSEN	08/04/2023	10141	110212111	TRAINING MILEAGE	$134.93
		GAIL EVERTSEN			**Total Check Amount:**	**$134.93**

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52428	FUN WITH HORSES	08/04/2023	15171	110404145	FARM FUN/HORSE FUN	$1,550.00
			FUN WITH HORSES		**Total Check Amount:**	**$1,550.00**
V52429	FUSCOE ENGINEERING, INC.	08/04/2023	18052	510707978	WQMP AROVISTA JUN23	$753.50
		08/04/2023	18052	510707978	SWPPP AROVISTA JUN23	$1,851.00
		08/04/2023	18052	410515132	HARVEST+REUSE MAY23	$2,000.00
			FUSCOE ENGINEERING, INC.		**Total Check Amount:**	**$4,604.50**
V52430	GALLS/QUARTERMASTER	08/04/2023	16493	110212111	NAMETAG	$10.76
			GALLS/QUARTERMASTER		**Total Check Amount:**	**$10.76**
V52431	ALEC JOSEPH GARCIA	08/04/2023	26604	110212111	APCO 2023 CONFERENCE	$160.00
			ALEC JOSEPH GARCIA		**Total Check Amount:**	**$160.00**
V52432	GRAINGER	08/04/2023	13634	480515161	CHARGER	$62.41
			GRAINGER		**Total Check Amount:**	**$62.41**
V52433	CHRISTOPHER H. HADDAD	08/04/2023	15668	110212132	TRAINING EXPENSES	$106.00
			CHRISTOPHER H. HADDAD		**Total Check Amount:**	**$106.00**
V52434	GABRIEL HANNAH	08/04/2023	17533	110404424	UMPIRE FEE 7/16-7/17	$372.00
			GABRIEL HANNAH		**Total Check Amount:**	**$372.00**
V52435	HERITAGE BUSINESS FORMS, INC.	08/04/2023	19609	110212131	CITATION FORMS	$3,393.75
			HERITAGE BUSINESS FORMS, INC.		**Total Check Amount:**	**$3,393.75**
V52436	JOSHUA WILLIAM HORN	08/04/2023	27741	110212132	TRAINING EXPENSES	$129.58
			JOSHUA WILLIAM HORN		**Total Check Amount:**	**$129.58**
V52437	SAMANTHA NICOLE HUNZIKER	08/04/2023	27409	110212111	APCO 2023 CONFERENCE	$160.00
			SAMANTHA NICOLE HUNZIKER		**Total Check Amount:**	**$160.00**
V52438	INK LINK INC	08/04/2023	22423	110404523	HALLOWEEN DATE PATCH	$75.43
			INK LINK INC		**Total Check Amount:**	**$75.43**
V52439	INLAND ROUNDBALL OFFICIALS INC.	08/04/2023	31906	110404424	REFEREE FEE 7/13-7/18	$1,315.00
			INLAND ROUNDBALL OFFICIALS INC.		**Total Check Amount:**	**$1,315.00**
V52440	INTERWEST CONSULTING GROUP, INC.	08/04/2023	28473	510707326	CIP MGMT MAY 2023	$2,588.00
		08/04/2023	28473	510707328	CIP MGMT MAY 2023	$80.00
		08/04/2023	28473	510707978	CIP MGMT MAY 2023	$2,254.50
		08/04/2023	28473	510707299	CIP MGMT MAY 2023	$1,294.25
		08/04/2023	28473	510707965	CIP MGMT MAY 2023	$1,503.00
			INTERWEST CONSULTING GROUP, INC.		**Total Check Amount:**	**$7,719.75**
V52441	JACKSON'S AUTO SUPPLY	08/04/2023	1143	480515161	AUTO SUPPLIES JUN23	$5,606.69
			JACKSON'S AUTO SUPPLY		**Total Check Amount:**	**$5,606.69**
V52442	MICHAEL ARTHUR JANETZKE	08/04/2023	31661	110212111	TRAINING EXPENSES	$98.30
		08/04/2023	31661	110212111	TRAINING MILEAGE	$32.49
			MICHAEL ARTHUR JANETZKE		**Total Check Amount:**	**$130.79**
V52443	KASEYA AUTOMATING IT	08/04/2023	20748	460141474	23/24 ITGG ONBOARDING	$1,000.22

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52443	KASEYA AUTOMATING IT	08/04/2023	20748	475141471	23/24 ITGG ONBOARDING	$250.06
			KASEYA AUTOMATING IT		**Total Check Amount:**	**$1,250.28**
V52444	KELLY SPICERS STORES	08/04/2023	31267	110141441	PAPER	$323.70
			KELLY SPICERS STORES		**Total Check Amount:**	**$323.70**
V52445	RYAN JOSEPH KLUG	08/04/2023	29363	110212132	TRAINING EXPENSES	$106.00
			RYAN JOSEPH KLUG		**Total Check Amount:**	**$106.00**
V52446	LEHR	08/04/2023	26035	480515161	LIGHTS + SIREN #2324	$4,495.34
			LEHR		**Total Check Amount:**	**$4,495.34**
V52447	LIEBERT CASSIDY WHITMORE	08/04/2023	2489	110141481	PROF SVCS 00025 JUN23	$1,657.50
		08/04/2023	2489	470141483	PROF SVCS 00021 JUN23	$2,672.00
		08/04/2023	2489	110141481	PROF SVCS 00027 JUN23	$10,752.50
		08/04/2023	2489	110141481	PROF SVCS 00001 JUN23	$170.00
		08/04/2023	2489	110141481	PROF SVCS 00026 JUN23	$10,157.50
			LIEBERT CASSIDY WHITMORE		**Total Check Amount:**	**$25,409.50**
V52448	MARY E LOGUE	08/04/2023	16039	110212111	P+E ROOM MGMT	$102.00
			MARY E LOGUE		**Total Check Amount:**	**$102.00**
V52449	RYAN MCDUFFY	08/04/2023	25627	110212111	NBPA 51ST EDUC/TRCONF	$240.00
			RYAN MCDUFFY		**Total Check Amount:**	**$240.00**
V52450	TINA M MEYER	08/04/2023	12786	110212111	APCO 2023 CONFERENCE	$136.00
			TINA M MEYER		**Total Check Amount:**	**$136.00**
V52451	CAITLIN MOHNEY	08/04/2023	29108	110404521	YOGA JUNE 2023	$90.00
			CAITLIN MOHNEY		**Total Check Amount:**	**$90.00**
V52452	MUNICIPAL WATER DISTRICT	08/04/2023	3784	420515131	TURF REM INSP JUN23	$111.00
			MUNICIPAL WATER DISTRICT		**Total Check Amount:**	**$111.00**
V52453	NICKEY PETROLEUM CO., INC.	08/04/2023	6667	480515161	OILS	$4,869.00
			NICKEY PETROLEUM CO., INC.		**Total Check Amount:**	**$4,869.00**
V52454	EDGAR BIENFRED PADILLA	08/04/2023	12386	110212132	TRAINING EXPENSES	$131.15
			EDGAR BIENFRED PADILLA		**Total Check Amount:**	**$131.15**
V52455	JIA ZHI (GEORGE) PAN	08/04/2023	31796	110404145	INTRO TO GOLF KIDS	$825.00
			JIA ZHI (GEORGE) PAN		**Total Check Amount:**	**$825.00**
V52456	PLAY-WELL TEKNOLOGIES	08/04/2023	20917	110404145	LEGO POKEMON	$4,329.00
			PLAY-WELL TEKNOLOGIES		**Total Check Amount:**	**$4,329.00**
V52457	QUINN COMPANY	08/04/2023	12380	480515161	SHOCK ABSORBER	$295.19
			QUINN COMPANY		**Total Check Amount:**	**$295.19**
V52458	READWRITE EDUCATIONAL, INC.	08/04/2023	3444	110404145	MATH/READING DEV	$1,017.50
			READWRITE EDUCATIONAL, INC.		**Total Check Amount:**	**$1,017.50**
V52459	ROTH STAFFING COMPANIES LP	08/04/2023	27579	110222211	TEMP STAFF WE 7/16/23	$1,750.71
			ROTH STAFFING COMPANIES LP		**Total Check Amount:**	**$1,750.71**

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52460	SC FUELS	08/04/2023	16654	480515161	NO2/UNL ETH PO ADJ	$0.00
		08/04/2023	16654	480515161	UNL ETH 3988 GALS	$16,811.22
		08/04/2023	16654	480515161	NO2/UNL ETH 5361 GALS	$21,730.89
			SC FUELS		**Total Check Amount:**	**$38,542.11**
V52461	SHAMBHALA MARTIAL ARTS INC	08/04/2023	28430	110404145	TAE KWON DO SUMMER 23	$50.00
			SHAMBHALA MARTIAL ARTS INC		**Total Check Amount:**	**$50.00**
V52462	SITEONE LANDSCAPE SUPPLY, LLC	08/04/2023	25942	110515143	IRRIGATION SUPPLIES	$1,704.60
			SITEONE LANDSCAPE SUPPLY, LLC		**Total Check Amount:**	**$1,704.60**
V52463	SOUTHERN CALIFORNIA NEWS GROUP	08/04/2023	26287	840141412	LEGAL NOTICE APR 2023	$1,003.84
		08/04/2023	26287	510707717	LEGAL NOTICE APR 2023	$760.25
		08/04/2023	26287	510707965	LEGAL NOTICE APR 2023	$679.06
			SOUTHERN CALIFORNIA NEWS GROUP		**Total Check Amount:**	**$2,443.15**
V52464	TENNIS ANYONE ACADEMY	08/04/2023	12688	110404145	TENNIS LESSONS	$1,463.00
			TENNIS ANYONE ACADEMY		**Total Check Amount:**	**$1,463.00**
V52465	THOMSON REUTERS - WEST	08/04/2023	22020	110111112	LEGAL SUBSCRPTN JUL23	$234.90
		08/04/2023	22020	110111112	LEGAL SUBSCRPTN JUN23	$896.48
			THOMSON REUTERS - WEST		**Total Check Amount:**	**$1,131.38**
V52466	LAMARR LATAZE TINNIN	08/04/2023	19215	110212111	NBPA 51ST EDUC/TRCONF	$240.00
			LAMARR LATAZE TINNIN		**Total Check Amount:**	**$240.00**
V52467	TRINITY SOUND COMPANY	08/04/2023	11364	110404542	2023 CONCERTS 8/9/23	$1,045.50
			TRINITY SOUND COMPANY		**Total Check Amount:**	**$1,045.50**
V52468	DANTE WILLIAM TRUJILLO	08/04/2023	32441	110212111	CADET UNIFORM	$47.63
			DANTE WILLIAM TRUJILLO		**Total Check Amount:**	**$47.63**
V52469	UNITED ROTARY BRUSH CORPORATION	08/04/2023	16649	480515161	SWEEPER BROOMS	$711.84
			UNITED ROTARY BRUSH CORPORATION		**Total Check Amount:**	**$711.84**
V52470	WESTCOAST SHIRTWORKS, INC.	08/04/2023	22572	110515111	DEPARTMENT APPAREL	$444.34
			WESTCOAST SHIRTWORKS, INC.		**Total Check Amount:**	**$444.34**
V52472	WILLDAN ENGINEERING	08/04/2023	12445	510707454	INSP SVCS THRU 1/27	$463.75
		08/04/2023	12445	510707454	INSP SVCS THRU 5/26	$66.78
		08/04/2023	12445	510707466	INSP SVCS THRU 1/27	$306.25
		08/04/2023	12445	510707466	INSP SVCS THRU 4/28	$365.40
		08/04/2023	12445	510707626	INSP SVCS THRU 3/31	$328.32
		08/04/2023	12445	510707626	INSP SVCS THRU 2/24	$397.92
		08/04/2023	12445	510707626	INSP SVCS THRU 4/28	$125.28
		08/04/2023	12445	510707322	CM/INSP SVCS THR 4/28	$28,792.75
		08/04/2023	12445	510707454	INSP SVCS THRU 3/31	$1,450.08
		08/04/2023	12445	510707466	INSP SVCS THRU 3/31	$957.60
		08/04/2023	12445	510707626	INSP SVCS THRU 1/27	$105.00

City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V52472	WILLDAN ENGINEERING	08/04/2023	12445	510707322	CM/INSP SVCS THR 5/26	$29,343.50
		08/04/2023	12445	510707454	INSP SVCS THRU 2/24	$1,757.48
		08/04/2023	12445	510707454	INSP SVCS THRU 4/28	$553.32
		08/04/2023	12445	510707466	INSP SVCS THRU 2/24	$1,160.60
		08/04/2023	12445	510707466	INSP SVCS THRU 5/26	$44.10
		08/04/2023	12445	510707626	INSP SVCS THRU 5/26	$15.12
			WILLDAN ENGINEERING		**Total Check Amount:**	**$66,233.25**
V52473	YOUNG REMBRANDTS	08/04/2023	15831	110404145	ANIME MANGA DRWNGCAMP	$375.00
			YOUNG REMBRANDTS		**Total Check Amount:**	**$375.00**
					Voucher Subtotal	**$218,027.25**

TOTAL $523,109.96

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/15/2023

SUBJECT: Statement of Investment Policy for the City/Brea Successor Agency to the Brea Redevelopment Agency

RECOMMENDATION

Review and approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

BACKGROUND/DISCUSSION

By policy, the City Council is required to annually review and adopt an investment policy as recommended by the Investment Advisory Committee for the City and the Successor Agency to the Brea Redevelopment Agency.

Last year, the City's investment guidelines were broadened to allow additional investment options, and as a result of these prior adjustments, the City's investment advisor, Chandler Asset Management, is not recommending any new changes to this year's investment policy. In addition, after reviewing this policy at their meeting on July 24, 2023, the Investment Advisory Committee made a limited number of grammatical and formatting changes to the document. No significant adjustments to the Statement of Investment Policy for the City of Brea/Successor Agency to the Brea Redevelopment Agency are recommended.

The proposed Statement of Investment Policy for the City of Brea/Successor Agency to the Brea Redevelopment Agency is attached for the City Council's consideration.

COMMISSION/COMMITTEE RECOMMENDATION

The Investment Advisory Committee reviewed this item at their July 24, 2023 meeting and it was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact from the adoption of the Statement of Investment Policy.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Faith Madrazo, Financial Services Manager-Revenue and
Monica Lo, Deputy Director of Administrative Services
Concurrence: Kristin Griffith, Director of Administrative Services

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Attachments

Proposed Investment Policy
Investment Report

City Of Brea / Successor Agency to the Brea Redevelopment Agency

PROPOSED

STATEMENT OF INVESTMENT POLICY

August 15, 2023

Purpose: This statement is intended to provide a guideline for the prudent investment of funds and to outline the policies for maximizing the efficiency of the City of Brea and Successor Agency to the Brea Redevelopment Agency ("City") cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This investment policy has been prepared so as to be in conformance with all pertinent existing laws of the State of California for General Law cities.

Objective: The cash management system of the City is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain a market rate of return without incurring undue risk to principal. The objectives of such investments are: 1) preserve capital, 2) maintain financial flexibility/liquidity, and 3) obtain a competitive rate of return on the City's investments.

Scope: This investment policy applies to the decisions and activities of the City with regard to investing the financial assets of all funds, including the following: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Trust and Agency Funds, and any other funds that may be created from time to time. This policy does not apply retiree health care savings/trust/plan(s) or deferred compensation plans.

Investment Responsibility: Investment decisions of the City funds are the responsibility of the City Treasurer and/or Administrative Services Director, and shall comply with the Investment Policy of the City. These responsibilities include the authority to open accounts with banks, brokers and dealers, establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary.

Those authorized to execute transactions for the City include the: 1) City Treasurer, 2) Administrative Services Director, 3) Financial Services Manager, and 4) those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk. The City Treasurer and Administrative Services Director shall insure that an authorized person is available at all times to execute the City's investments. Investment managers, brokers and dealers are to be provided with a list of specified names of those persons authorized to execute transactions. The City Council may authorize the delegation of investments to an outside investment manager.

Reporting: The Administrative Services Director shall be responsible for reporting the status of investments to the City Council and City Manager on a monthly basis. These reports will disclose, at a minimum, the following information about the characteristics of the City's portfolio:

A. An asset listing showing par value, cost and accurate and complete market value of

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each security, type of investment, issuer, and interest rate.

B. Monthly transactions for the period.

C. A one-page summary report that shows:

1. Average maturity of the portfolio and modified duration of the portfolio;
2. Maturity distribution of the portfolio;
3. Average portfolio credit quality; and,
4. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the City's market benchmark returns for the same periods;

D. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

E. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Reports are to be submitted to the City Council and City Manager by the 3rd City Council meeting following the end of the reporting month.

The Investment Advisory Committee will review the status of investments on a quarterly basis. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy.

If the City has an outside Investment Manager, the Investment Manager shall periodically report on the activity and results of the funds being managed by the Investment Manager. Additionally, the Investment Manager shall notify the Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.

Prudence: The standard of prudence to be applied by the City Treasurer, Administrative Services Director, Financial Services Manager, and those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk shall be the "prudent investor" standard, as defined under Government Code Section 53600.3 which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

Ethics and Conflicts of Interest: Officers and employees involved in the City investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. City employees and investment officials shall disclose any material financial interests in financial institutions that conduct business within the City,

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and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. City employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Investment Instruments: Funds of the City may be invested in any instrument allowable under current legislation of the State of California (Government Code Section 53600 et sec.) so long as the investment is appropriate and consistent with this Investment Policy taking into consideration the City's investment objectives. Investment instruments may include:

- U.S. Treasury Obligations (Bills, Notes and Bonds)
- U.S. Government Agency Securities and Instrumentality's of Government Sponsored Corporations, including a maximum of 5% in callable bonds issued by such agencies
- Banker's Acceptances
- Commercial Paper
- Repurchase Agreements (requires a master repurchase agreement to be signed and on file with the bank or broker/dealer)
- Certificates of Deposit
- Negotiable Certificates of Deposit
- Passbook Savings Accounts
- Interest Bearing Checking Accounts
- Medium Term Corporate Notes
- Bank Money Market Accounts
- Local Agency Investment Fund (State Pool)
- County of Orange Investment Fund (County Pool)
- Other investments that are, or may become, legal investments through the State of California Government Code.

Provisions of Government Code Section 53601 shall be adhered to at all times. This includes, but is not limited to, the following restrictions:

- Bankers Acceptances cannot exceed 40% of the portfolio nor exceed 180 days;
- Commercial Paper cannot exceed 25% of the portfolio. Commercial Paper must be rated P-1 (Moody's), A-1 (Standard & Poor's) and cannot exceed 270 days;
- Money Market Funds cannot exceed 20% of the portfolio;
- Medium Term Corporate Notes cannot exceed 30% of the portfolio and must carry a minimum "A" rating category;
- Pass-through securities specifically Asset-Backed Securities, Mortgage-Backed Securities and Collateralized Mortgage Obligations, but excluding those issued by the U.S. Treasury, U.S. Government Agency and Instrumentality's of Government Sponsored Corporations cannot exceed 15% of the portfolio.
    - Maximum maturity of 5 years
    - Asset Backed Security must be rated AA or higher
- Supranational Securities must be rated AA or higher, cannot exceed 15% of the portfolio and no more than 5% of portfolio per issuer. The maximum maturity cannot exceed 5 years.
- Additionally, the City will use the guidelines established by the joint committee of the

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California Municipal Treasurers Association and the California Society of Municipal Finance Officers as the basis for investing in government investment pools.

For purposes of complying with legal investment limitations, the percentage references pertaining to the above refers to the maturity value of the portfolio at the time of purchase.

If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

- Any actions taken related to the downgrade by the investment manager will be communicated to the City Council, the Investment Advisory Committee, City Treasurer and the Administrative Services Director within two (2) business days.

- If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Prohibited Investments: The City shall not invest any funds in derivatives, inverse floaters, range notes, or interest- only strips that are derived from a pool of mortgages. The City shall not invest any funds in any security that could result in a zero interest accrual if held to maturity.

However, the City is authorized to invest in securities that could result in zero or negative interest accrual if held to maturity if they are issued by or backed by the United States Government. Negative interest rate securities in United States Government securities will only be permitted in the portfolio in the event the United States Federal Reserve adopts a negative interest rate monetary policy framework. Notification to the City Council, the Investment Advisory Committee, the City Treasurer, and the Administrative Services Director will be given within two (2) business days when securities of this type are being added to the portfolio, this allows for full disclosure and understanding of the strategy given the market conditions.

Collateralization: Collateralization shall be required on two types of investments: Certificates of deposit and repurchase (and reverse repurchase) agreements. A collateral agreement must be current and on file before any funds can be transferred for collateralized certificates of deposit.

Collateral shall be held by an independent third party with whom the City has a current written custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted in accordance with the following requirements:

A. Certificates of Deposit
   1. Government securities used as collateral require one hundred and ten (110) percent of market value to the face amount of the deposit
   2. Promissory notes secured by first trust deeds used as collateral require one hundred and fifty (150) percent of market value to the face amount of the

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deposit

3. Irrevocable letters of Credit issued by the Federal Home Loan Bank of San Francisco require one hundred and five (105) percent of market value to the face amount of the deposit

B. Repurchase and Reverse Repurchase Agreements

1. Only U.S. Treasury securities or federal agency securities are acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed one hundred and two (102) percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one (1) day, the value of the underlying securities must be reviewed on an ongoing basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.
2. The City or its trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to a repurchase agreement.

Investment Criteria: Criteria for selecting investments and the order of priority are:

A. Safety

The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments that are considered very safe.

B. Liquidity

This refers to the ability to convert an investment into cash at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality when there is an occasional need for funds. The potential fluctuations in market value and the expected future availability of reasonable bids in the market are to be important considerations when selecting an investment.

C. Yield

Yield is the potential dollar earnings an investment can provide and sometimes is described as the rate of return.

Diversification: The City will diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, or individual financial institutions. In no case, without prior notification and approval from the City Council, shall the amount invested in one entity at the time of purchase exceed 5% of the total portfolio, with the following exceptions:

- U.S. Federal Government Agency Obligations of one specific entity cannot exceed 25% of the maturity value of the portfolio at the time of purchase.
- U.S. Treasury Obligations (Treasury Bills, Treasury Strips, Bonds, Notes) directly backed by the full faith and credit of the United States for payment of principal and interest shall not be subject to a maximum percentage of the portfolio.

PROPOSED

- Approved State and County investment pools together cannot exceed 60% of the maturity value of the portfolio at the time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

Investment Pools: The City Treasurer, Administrative Services Director and City Council have determined that use of investment pools is a practical investment option. The City will utilize guidelines established by the California Municipal Treasurers Association and California Society of Municipal Finance Officers to ensure the safety of investment pools which includes a thorough investigation of the pool/fund prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Maturity Limitations: Every investment instrument purchased must have a term remaining to maturity of less than five years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment. When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

Safekeeping and Custody: All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis which ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities shall be held by a third-party custodian designated by the City and evidenced by safekeeping receipts with a written custodial agreement. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, direct time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable. Settlement instructions sent to the safekeeping agent shall require authorization.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory

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Committee.

Qualified Broker/Dealers: For those investments managed directly by the City, the City shall maintain a listing of broker/dealers that are approved by the Investment Advisory Committee for investment purposes. All broker/dealers who desire to bid for investment transactions must supply the City with the following information; a completed broker/dealer questionnaire, audited financial statements, proof of National Association of Security Dealers' certification, trading resolution, proof of California registration, and certification of having read the City of Brea's investment policy.

The Investment Advisory Committee will conduct an annual review of the qualified broker/dealers. The decision to add or subtract from the authorized list of broker/dealers will be based on many factors to include, but not limited to, products offered, service levels, references, etc. No single factor will determine the Committee's final decision. A current audited financial statement is required to be on file for each broker/dealer with which the City of Brea invests. The City's authorized brokers/dealers shall provide written confirmation of having read and understood the City's investment policy and that all investments recommended by them will be suitable for the City of Brea.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

Monitoring and Adjusting the Portfolio: The City Treasurer and Administrative Services Director will routinely monitor the contents, performance and risk profile of the investment portfolio, the investment alternatives, and the relative values of competing investment instruments and will adjust the portfolio accordingly based on the approved Statement of Investment Policy on a quarterly basis. The City Council shall also bear a responsibility for monitoring the implementation of this policy and the safeguarding of the City's Treasury.

Performance Standards: The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Administrative Services Director shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the monthly report of investments. The Treasurer and Administrative Services Director shall select an appropriate, readily available index to use as a market benchmark.

Bond Funds/Arbitrage: The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings from investments of proceeds of bond issues sold after the effective date of this law to the U.S. Treasury. This arbitrage

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calculation may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations. The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and to rebate excess earnings, if necessary.

Review/or Modification: The Investment Advisory Committee shall be responsible for reviewing and recommending modifications to the Statement of Investment Policy and submitting it to the City Council for approval on an annual basis. However, the City Treasurer and Administrative Services Director may, at any time, further restrict the investments approved for purchase as deemed appropriate.

Internal Controls: The City Treasurer and Administrative Services Director shall organize the investment function so that specific responsibility for the performance of duties is assigned with a clear line of authority and reporting. The functions of authorizing, executing and recording transactions, custody of investments and performing reconciliation's will be handled by separate persons to reduce the risk that anyone person is in a position to conceal errors or fraud in the normal course of duty. While no internal control system, however elaborate, can guarantee absolute assurance that the City's assets are safeguarded, it is the intent of the City's internal control system to provide reasonable assurance that management of the investment function meets the City's objectives. These internal controls shall be reviewed annually by the independent auditor who shall review and comment upon the content of this policy, the effectiveness of its implementation and applicable management controls with regard to its implementation and the safeguarding of the City's Treasury funds.

Investment Advisory Committee: An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. <u>Purpose</u>
   1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
   2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. <u>Composition of Committee</u>
   1. City Treasurer
   2. City Council Member, who serves as the Chair (selected by the City Council)
   3. Administrative Services Director
   4. Financial Services Manager
   5. Three (3) Brea Citizens (selected by the City Council)

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C. Functions

1. Annually (or as needed)
   a. To review and approve Statement of Investment Policy
   b. To review the financial condition and registrations of qualified broker/dealers (Only required when investments are managed by the City)

2. Monthly or Quarterly
   a. To review the City's investments
   b. To recommend any modifications to the Investment Policy
   c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy
   d. To provide a status report at a study session of the City Council as requested

The function of the Committee is not to inhibit the daily operation of the Administrative Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure: Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

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SEGREGATION OF RESPONSIBILITIES

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	City Treasurer Administrative Services Director Financial Services Manager
Recommend modifications to Investment Policy	Investment Advisory Committee City Treasurer Administrative Services Director Financial Services Manager
Review formal Statement of Investment Policy and recommend a Council action	City Treasurer Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and send completed trade information to City	Outside Investment Manager
Approve and execute internal investment transactions	Administrative Services Director
Review transactions for compliance with investment policy	City Treasurer Administrative Services Director or Financial Services Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director or Financial Services Manager
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third party custodian as designated by the City Treasurer or Administrative Services Director.

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GLOSSARY OF INVESTMENTS TERMS

AGENCIES: Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB: The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB: The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC: Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "Freddie MacFreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA: Like FHLB and Freddie MacFreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "Fannie Mae," issues discount notes, bonds and mortgage pass-through securities.

GNMA: The Government National Mortgage Association, known as "Ginnie Mae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO: The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA: The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE: In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE: A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK: A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER: A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION (CMTA): Is the professional society of active public treasurers of California counties, cities and special districts. It sets ethical standards for the treasury profession in state and local governments in California.

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS (CSMFO): Is a

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professional association of state, county and local government finance officers in California. CSMFO is the statewide organization serving all of California municipal finance professionals, an affiliate of the nationwide Government Finance Officers Association (GFOA).

CALLABLE: A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS): A private placement service that allows local agencies to purchase more than $250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than $250,000 each, so that FDIC coverage is maintained.

COLLATERAL: **COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT: A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERIALIZED TIME DEPOSIT: Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

PAPER: The short-term unsecured debt of corporations.

COUPON: The rate of return at which interest is paid on a bond.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE: A bond secured only by the general credit of the issuer.

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VS. PAYMENT (DVP): A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE: Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value *(e.g., U.S. Treasury Bills.)*

DIVERSIFICATION: Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION: The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, *e.g.*, S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSTURANCE CORPORATION (FDIC): The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban

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Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder- owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INVERSE FLOATER: A bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes. This investment is prohibited under in the City's and Successor Agency to the Brea Redevelopment Agency Investment Policy.

FEDERALLY INSURED TIME DEPOSIT: A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

POOL: Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

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MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security can be traded.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES: Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money

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market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD):). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PASSBOOK SAVINGS ACCOUNT: A savings account in which deposits and withdrawals are recorded in the depositor's passbook.

PASS-THOUGH SECURITY: A pool of fixed income securities backed by a package of assets (i.e. mortgages) where the holder receives the principal and interest payments.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRINCIPAL: The face value or par value of an investment.

PRUDENT INVESTOR STANDARD: Is a standard defined under State Government Code Section 53600.3 that states when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall

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strategy, investments may be acquired as authorized by law.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT: Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING: A service to bank customers whereby securities are held by the bank in the customer's name.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND SECURITIES AND EXCHANGE COMMISSION (SEC): The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15C315c3-1: An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current

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client.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATURAL: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.
All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS: All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD TO MATURITY: The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

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INVESTMENT REPORT

CHANDLER ASSET MANAGEMENT

City of Brea

Period Ending June 30, 2023

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

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As of June 30, 2023

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Consolidated Information**
SECTION 4	**Portfolio Holdings**
SECTION 5	**Transactions**

Section 1 | Economic Update

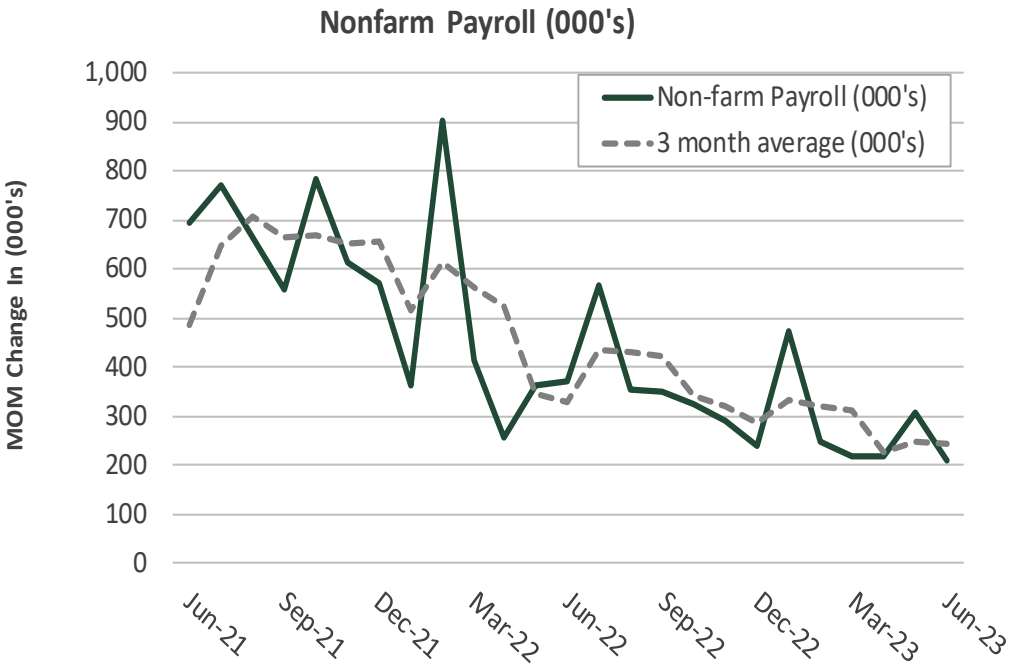
Economic Update

- Recent economic data continues to suggest positive but below trend growth this year. Although the pace of job growth is moderating, labor markets remain solid, and the U.S. consumer has demonstrated resiliency. Inflationary trends are subsiding, but core levels remain well above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will remain data dependent as they tread cautiously going forward.

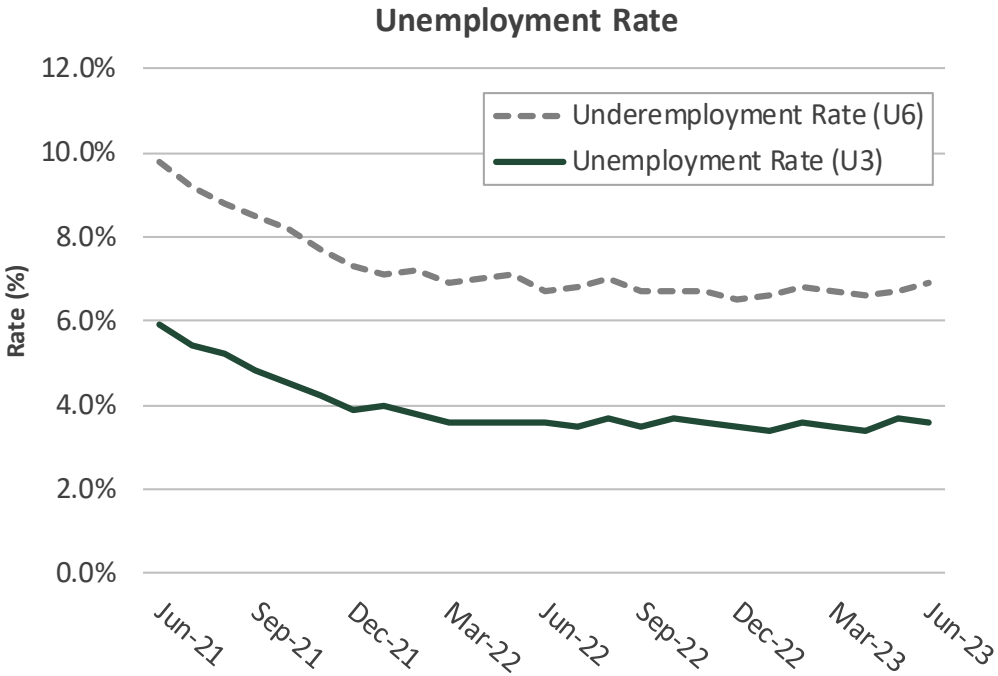
- At the June meeting, the Federal Open Market Committee paused in their rate hiking campaign after ten straight rate increases and left the target Federal Funds rate in the current range of 5.00 - 5.25%. Market participants viewed the FOMC's decision as a 'hawkish' pause, expecting further tightening in the future, primarily based on the updated release of the FOMC's Summary of Economic Projections (SEP) forecast which reflected a stronger economic outlook and higher rates compared to the March forecast. We believe the resiliency of future economic data will determine if the Federal Reserve can stay on hold for a period of time or will be forced to tighten policy further to bring inflation back down towards their 2% policy objective.

- The yield curve remained inverted in June. The 2-year Treasury yield surged 50 basis points to 4.90%, the 5-year Treasury yield rose 40 basis points to 4.16%, and the 10-year Treasury yield increased 19 basis points to 3.84%. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -106 basis points at June month-end versus -76 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was +6 basis points. The inversion between 3-month and 10-year Treasuries narrowed to -146 basis points in June from -176 basis points in May. The shape of the yield curve indicates that the probability of recession is increasing.

Employment



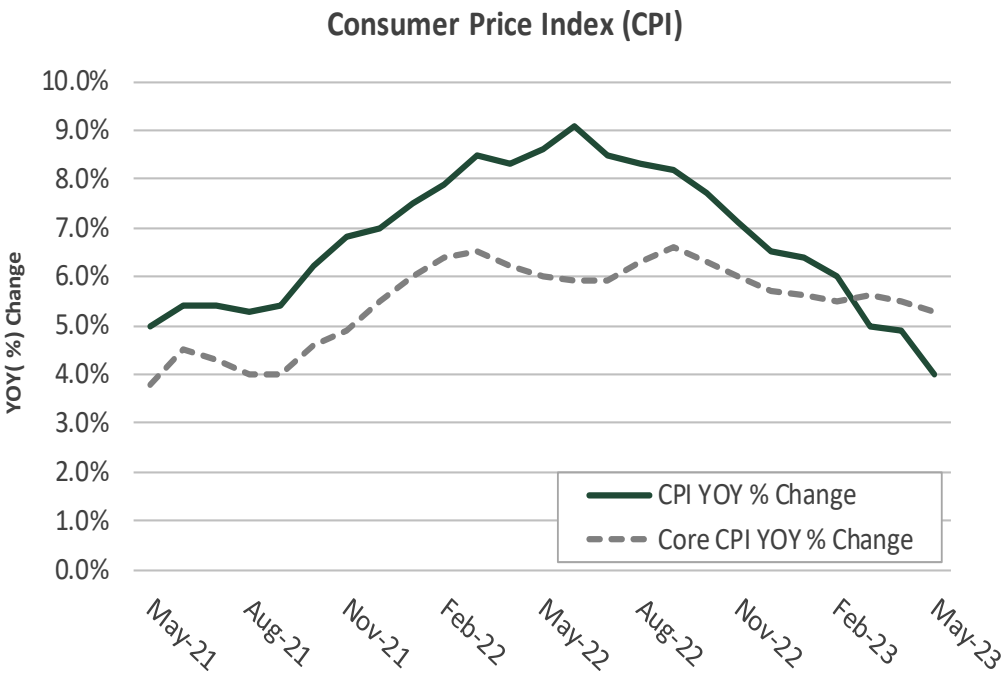
Source: US Department of Labor



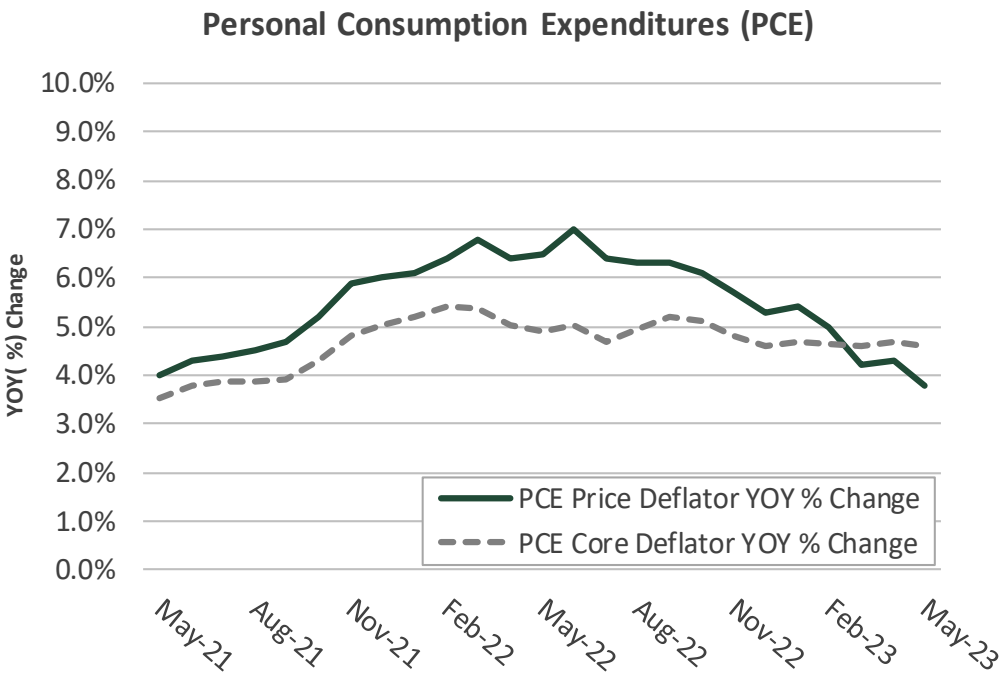
Source: US Department of Labor

The U.S. economy added 209,000 jobs in June, falling short of consensus expectations, and the last two months were revised downward by 110,000 jobs. Although decelerating, the pace of job growth remains healthy with the three-month moving average payrolls at 244,000 and the six-month moving average at 278,000. The unemployment rate declined to 3.6% in June from 3.7% in May, while the labor force participation rate remained at 62.6%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, increased to 6.9% from the prior month at 6.7%. Average hourly earnings remained at 4.4% year-over-year in June, unchanged from an upwardly revised 4.4% increase in May. While the longer-term trend of hiring is slowing, levels remain consistent with a solid labor market.

Inflation



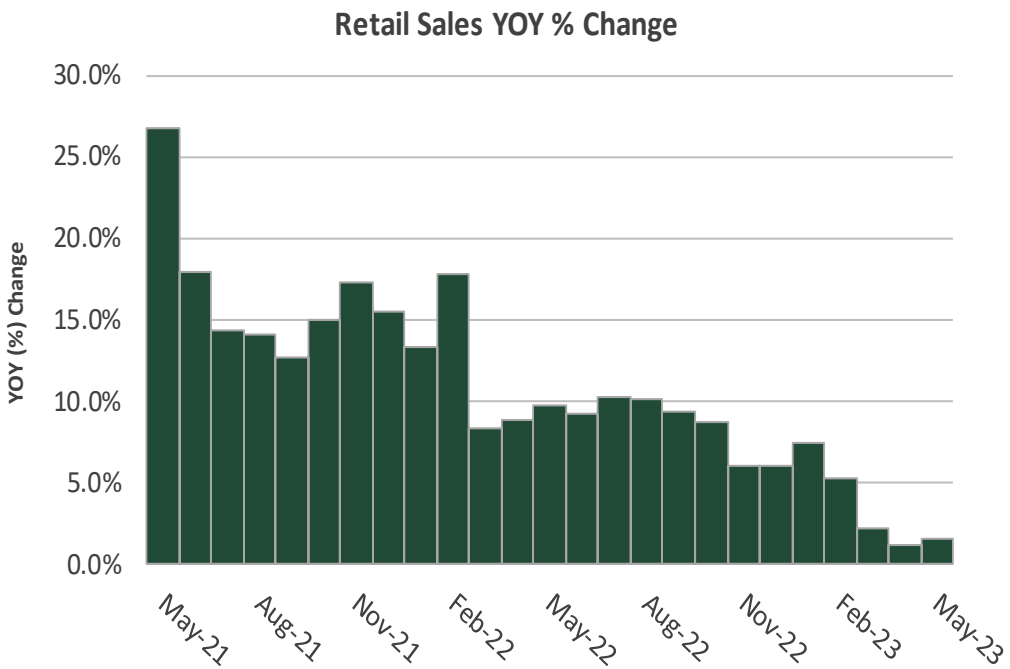
Source: US Department of Labor



Source: US Department of Commerce

The Consumer Price Index (CPI) increased in May by 0.1% month-over-month and 4.0% year-over-year, down from 4.9% in April. The Core CPI, which excludes volatile food and energy components, remained firm at 0.4% month-over-month and 5.3% year-over-year, decelerating modestly from 5.5% in April. The Personal Consumption Expenditures (PCE) index rose 3.8% year-over-year in May, down from a 4.3% gain in April. Core PCE, the Federal Reserve's preferred inflation gauge, increased 4.6% year-over-year in May, down slightly from a 4.7% increase in April. Core inflation remains stubbornly elevated above the Fed's 2% target, with service-sector inflation and strong wage growth as headwinds.

Consumer

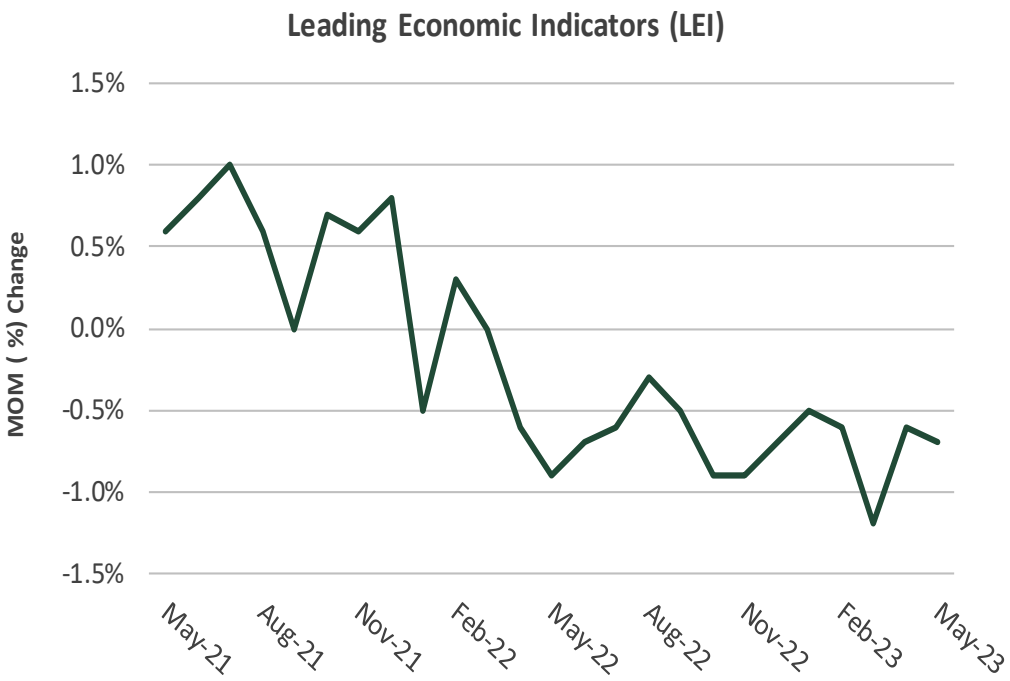


Source: US Department of Commerce

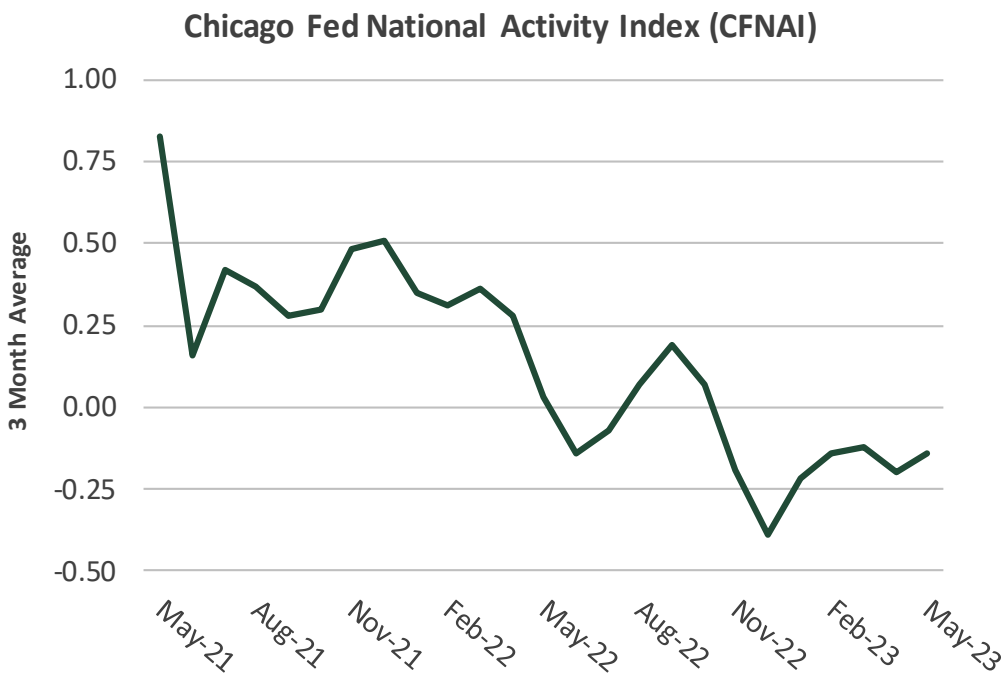
Source: The Conference Board

Advance Retail Sales rose 0.3% month-over-month in May, beating expectations but slowing from a 0.4% increase in April. Gains were broad-based and translated to a year-over-year increase of 1.5% in May versus a downwardly revised 1.2% increase in April. The Conference Board's Consumer Confidence Index surged to a better than expected 109.7 in June from 102.5 in May. Both current conditions and future expectations gained strength.

Economic Activity



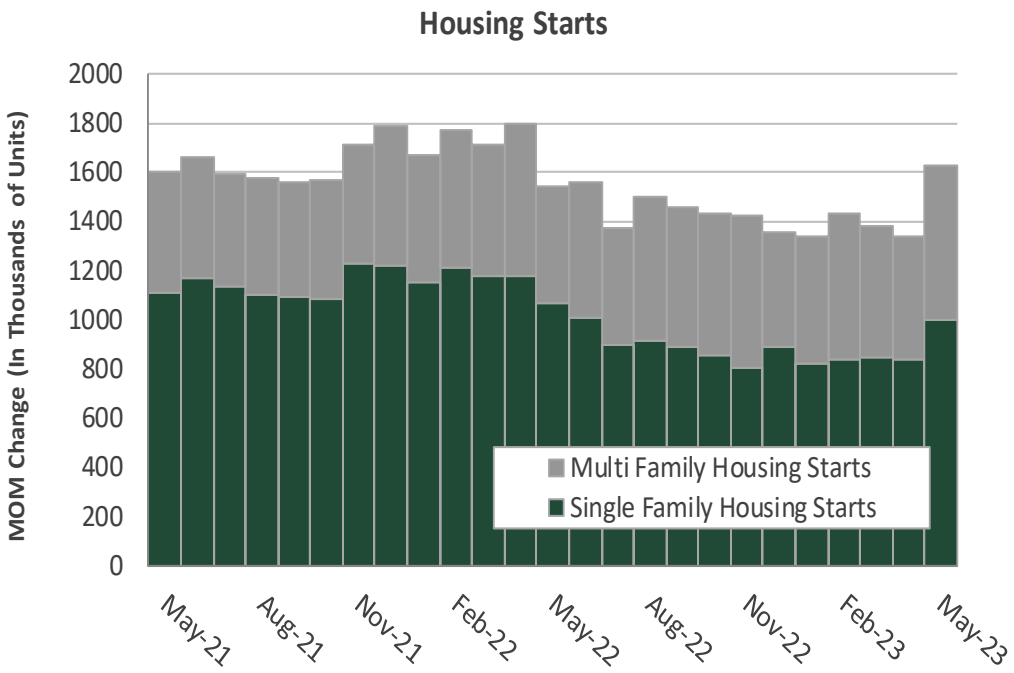
Source: The Conference Board



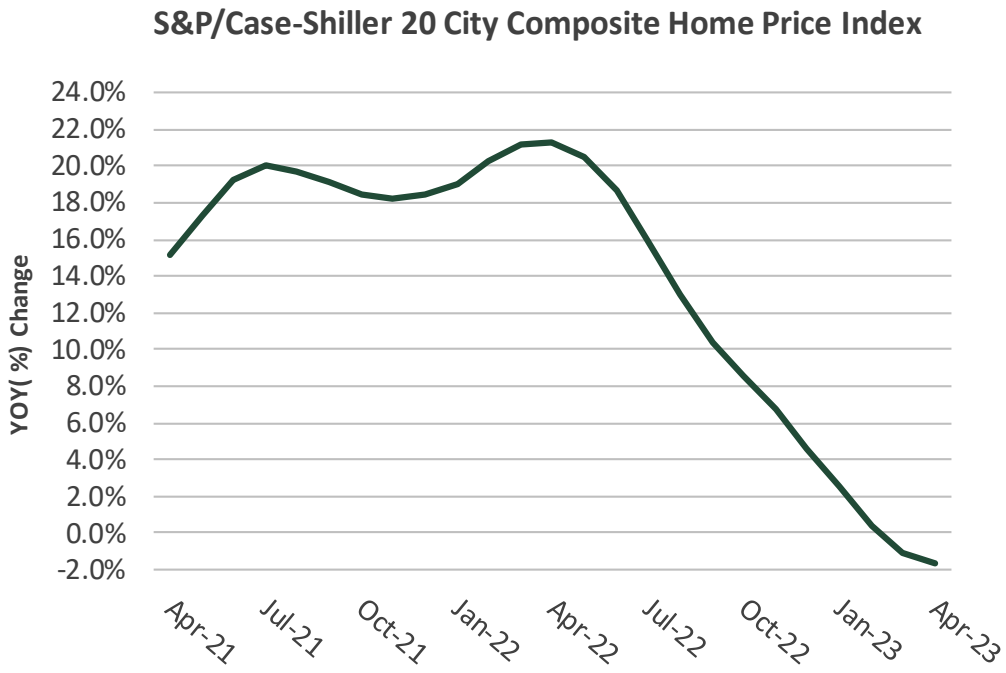
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) remained in negative territory for the fourteenth consecutive month at -0.7% in May, versus –0.6% in April and was down 7.9% year-over-year in May. The consistent decline month-over-month continues to signal future contraction in the economy. The Chicago Fed National Activity Index (CFNAI) fell to -0.15 in May from 0.14 in April. On a 3-month moving average basis, the CFNAI remained negative at -0.14 in May, indicating a rate of growth below the historical average trend.

Housing



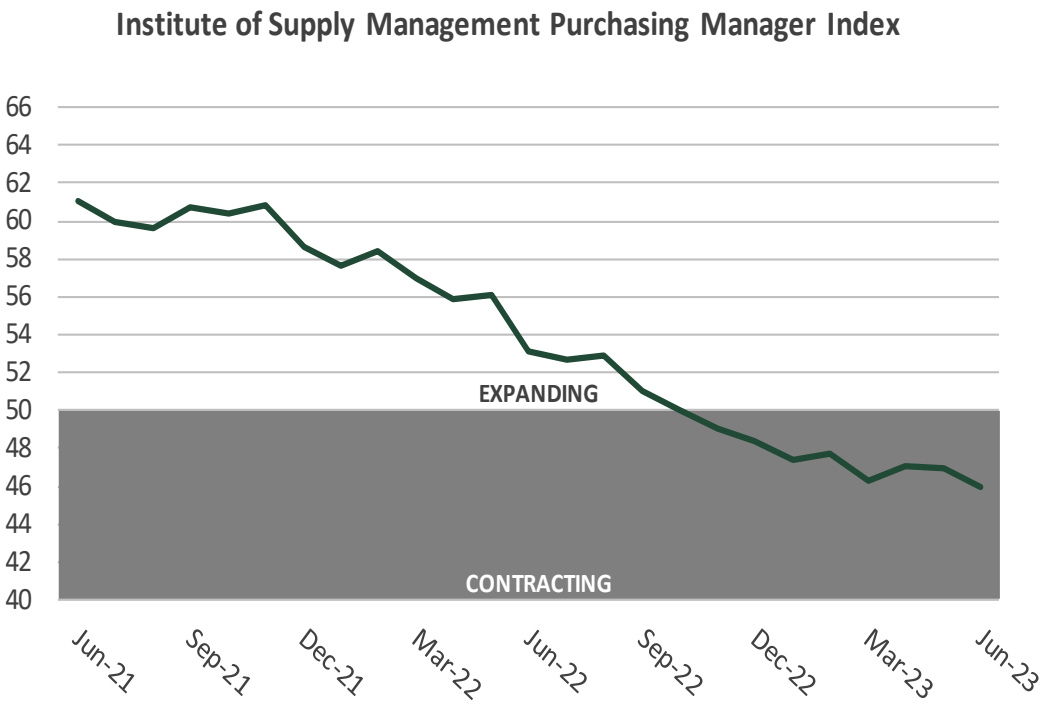
Source: US Department of Commerce



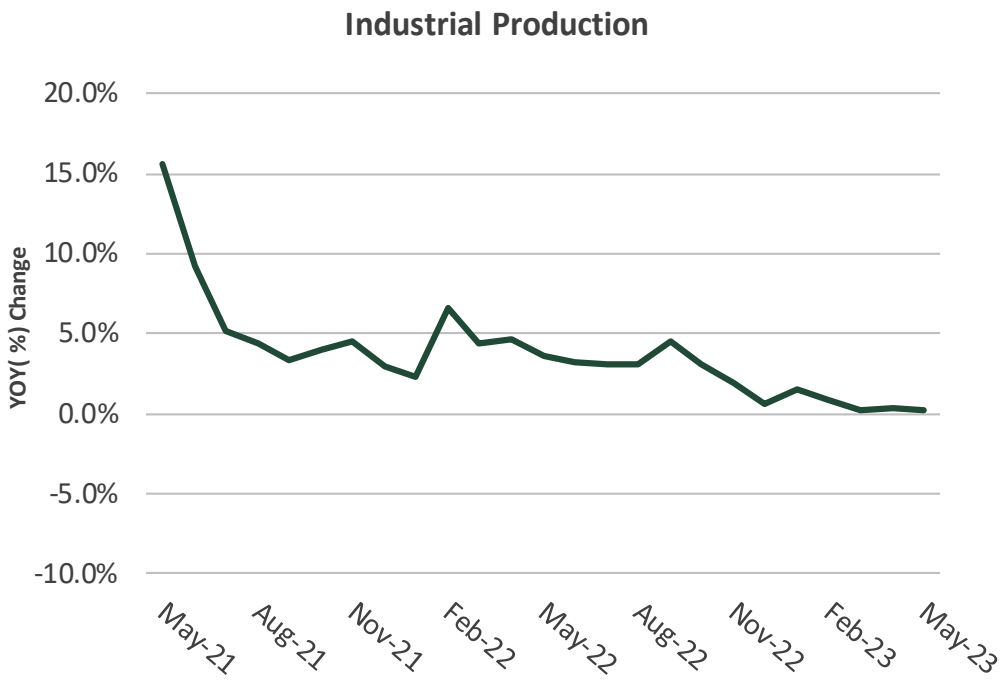
Source: S&P

Total housing starts rose 21.7% month-over-month in May to 1,631,000 units from a downwardly revised 1,340,000 in April and were up 5.7% compared to May 2022. Both single-family and multi-family construction increased as expectations for lower rates and greater availability of construction labor and materials drove the surge in starts. The 30-year fixed rate mortgage stabilized at an average of approximately 6.7% at June month-end according to Freddie Mac. According to the Case-Shiller 20-City Home Price Index, housing prices dropped 1.7% in April after falling 1.1% in March, clearly displaying the impact of higher mortgage rates year-over-year, which have reduced demand for homebuying as affordability has declined. The Southeast remains the strongest region, while the West continues to be the weakest.

Manufacturing



Source: Institute for Supply Management



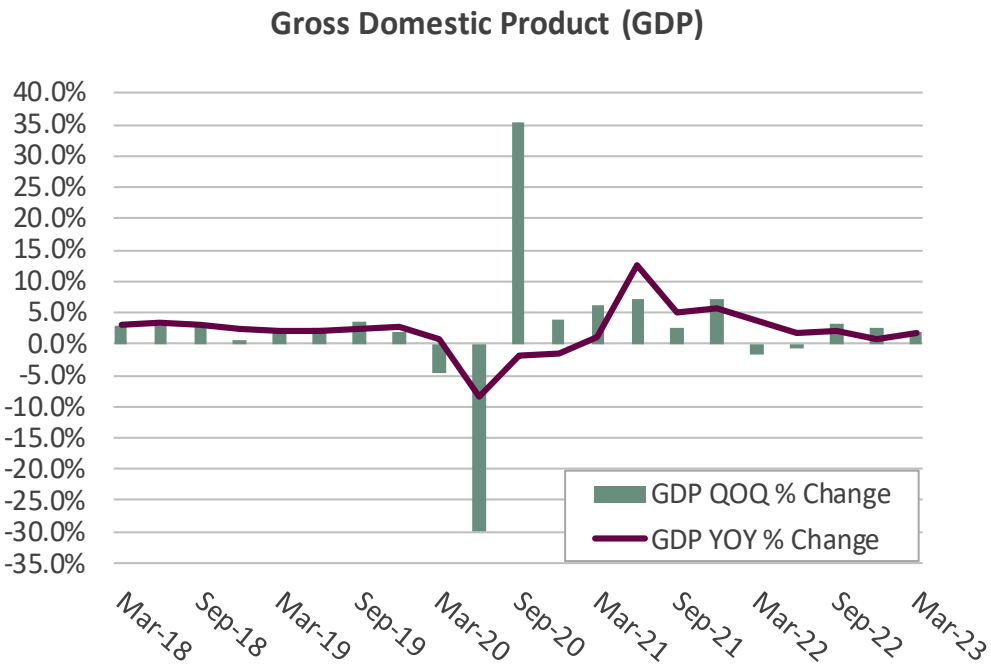
Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index fell to 46.0 in June from 46.9 in May. This is the eighth consecutive month of readings below 50.0, which is indicative of contraction in the manufacturing sector. Industrial production rose 0.5% in April due to increases in manufacturing and mining. This equates to a 0.24% increase in industrial production from the prior year. Capacity utilization increased to 79.7% in April from a downwardly revised 79.4% in March, inching above its 1972-2021 average of 79.6%.

Gross Domestic Product (GDP)

Components of GDP	6/22	9/22	12/22	3/23
Personal Consumption Expenditures	1.4%	1.5%	0.7%	2.8%
Gross Private Domestic Investment	-2.8%	-1.8%	0.8%	-2.2%
Net Exports and Imports	1.2%	2.9%	0.4%	0.6%
Federal Government Expenditures	-0.2%	0.2%	0.4%	0.4%
State and Local (Consumption and Gross Investment)	-0.1%	0.4%	0.3%	0.5%
Total	**-0.6%**	**3.3%**	**2.6%**	**2.0%**

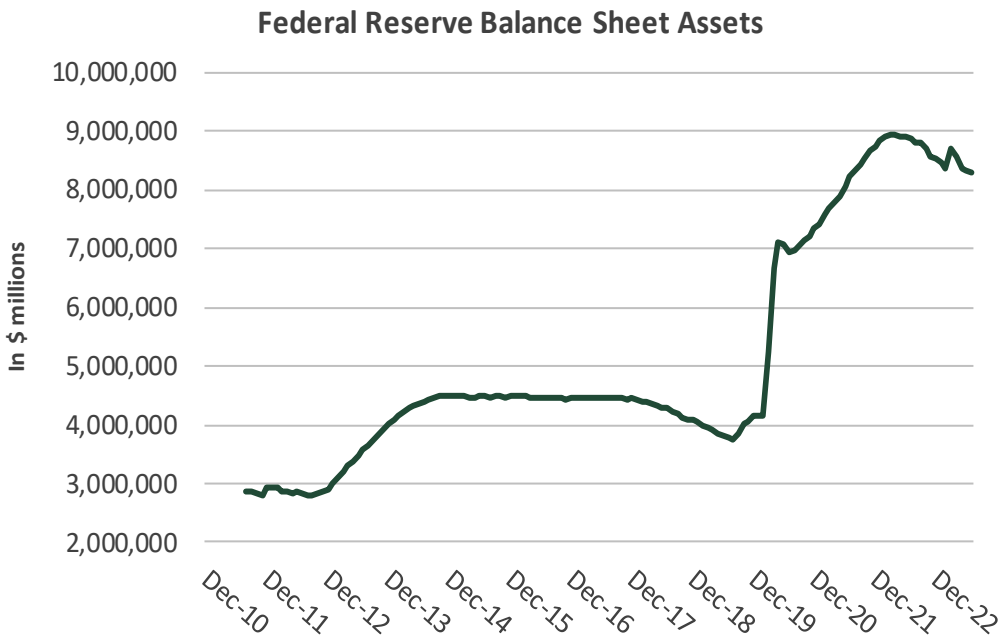
Source: US Department of Commerce



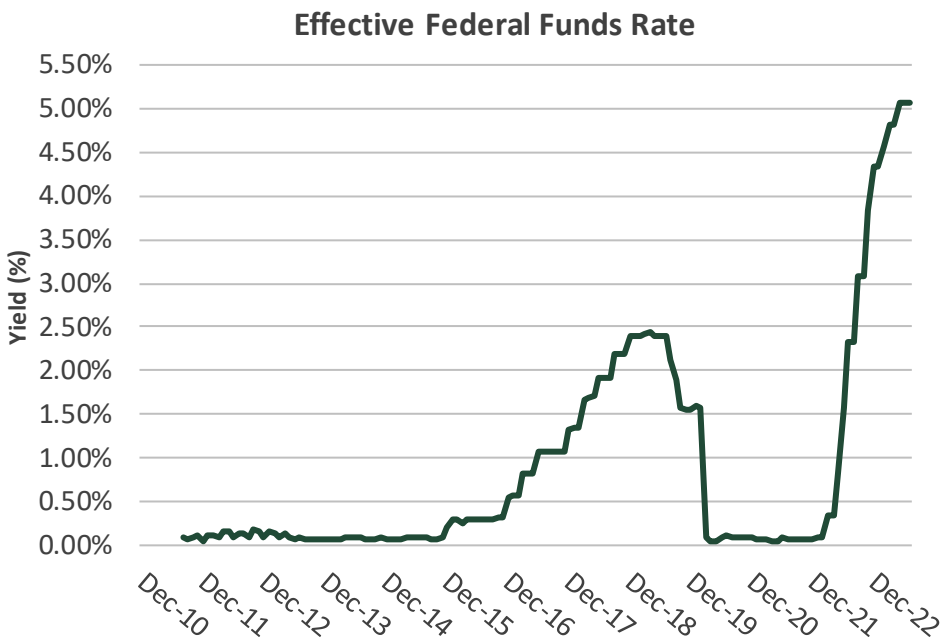
Source: US Department of Commerce

According to the third estimate, first quarter 2023 GDP growth was revised up to 2.0% from 1.3%. Stronger personal consumption expenditures were the primary driver of the upward revision. The consensus estimate calls for 1.2% growth for the second quarter and 1.3% growth for the full year 2023.

Federal Reserve



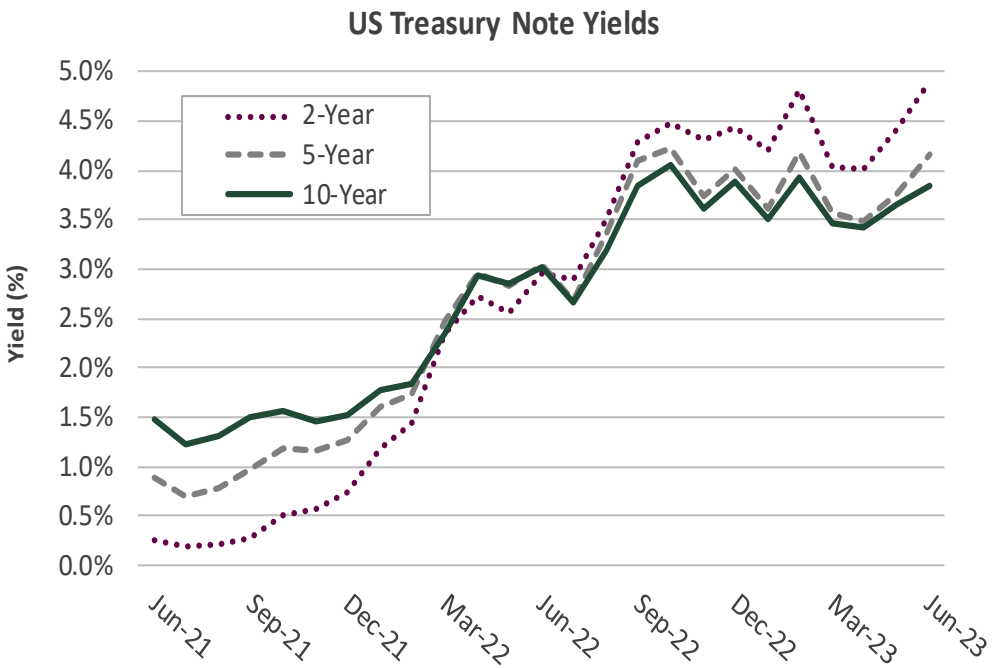
Source: Federal Reserve



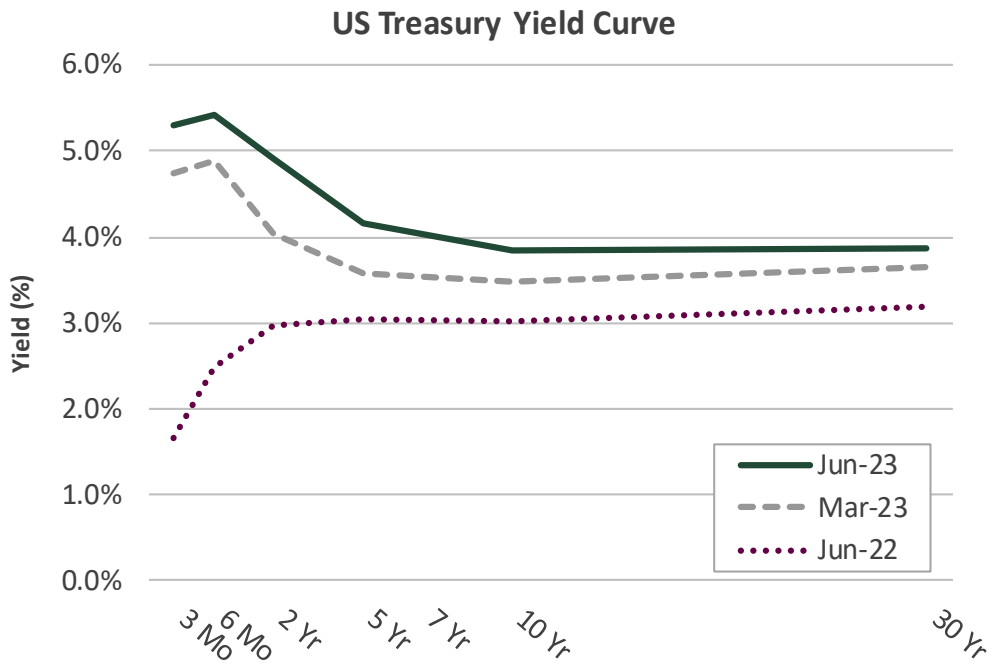
Source: Bloomberg

At the June meeting, the Federal Open Market Committee paused in their rate hiking campaign after ten straight rate increases and left the target Federal Funds rate in the current range of 5.00 - 5.25%. Market participants viewed the FOMC's decision as a 'hawkish' pause, expecting further tightening in the future, primarily based on the updated release of the FOMC's Summary of Economic Projections (SEP) forecast. The SEP is forecasting higher GDP, a lower unemployment rate, and higher PCE inflation compared to the March 2023 forecast. The median forecast for the Fed Funds rate was also increased to 5.6% in June, compared to the prior forecast of 5.1% in March, suggesting another 50 basis points of tightening in 2023. We believe the resiliency of future economic data will determine if the Federal Reserve can stay on hold for a period of time or will be forced to tighten policy further to bring inflation back down towards their 2% policy objective.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 194 basis points higher, and the 10-Year Treasury yield was about 82 basis points higher, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -106 basis points at June month-end versus -76 basis points at May month-end. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries narrowed to -146 basis points in June from -176 basis points in May. The shape of the yield curve indicates that the probability of recession is increasing.

Section 2 | Account Profile

Objectives

As of June 30, 2023

Investment Objectives

The City of Brea and the Successor Agency to the Brea Redevelopment Agency's investment objectives, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective is to achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

Compliance

As of June 30, 2023

City of Brea

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy

Category	Standard	Comment
U.S Treasuries	No limitations; Bills, Notes, and Bonds	*Complies*
Federal Agencies	25% max per issuer; 5% max in callables bonds issued by Agencies; U.S. Government Agency securities and instrumentality of government-sponsored corporations	*Complies*
Supranational Obligations	"AA" rated or higher by a NRSRO; 15% max; 5% max per issuer	*Complies*
Municipal Securities	5% max issuer; Other investments that are legal investments through the State of California Government Code	*Complies*
Corporate Medium Term Notes	"A" rating or better by a NRSRO; 30% max; 5% max per issuer	*Complies*
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	"AA" rated or higher by a NRSRO for Asset Backed Securities; 15% max combined ABS/MBS/CMO, excluding those issued by the U.S. Treasury, U.S Governement Agency and Instrumentality of Government Sponsored corporation; 5% max per issuer; 5 years max maturity	*Complies*
Negotiable Certificates of Deposit (NCD)	30% max; 5% max per issuer	*Complies*
Certificates of Deposit (CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	*Complies*
Banker's Acceptances	40% max; 5% max issuer; 180 days max maturity	*Complies*
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% max; 5% max per issuer; 270 days max maturity	*Complies*
Money Market Funds	Highest rating by two NRSROs; 20% max; 5% max per fund	*Complies*
Local Agency Investment Fund (LAIF)	60% max combined State and County investment pools; 40% max per pool	*Complies*
OCIP/County Pool	60% max combined State and County investment pools; 40% max per pool	*Complies*
Repurchase Agreements	5% max issuer; 1 year max maturity	*Complies*
Downgrade	If a security owned by the City is downgraded to a level below the requirements of the policy, making the security ineligible for additional purchases, the following steps will be taken: -Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer and the Administrative Services Director within two (2) business days; -If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.	*Complies*
Max Per Issuer	5% max per issuer, with the exception of U.S. Treasury Obligations, U.S. Federal Government Agency obligations, Approved State and County investment pools	*Complies*
Maximum Maturity	5 years, unless the City Council has granted express authority to make that investment; When possible, a minimum of 25% of the portfolio should be in maturities of 1 year or less	*Complies*

Portfolio Characteristics

As of June 30, 2023

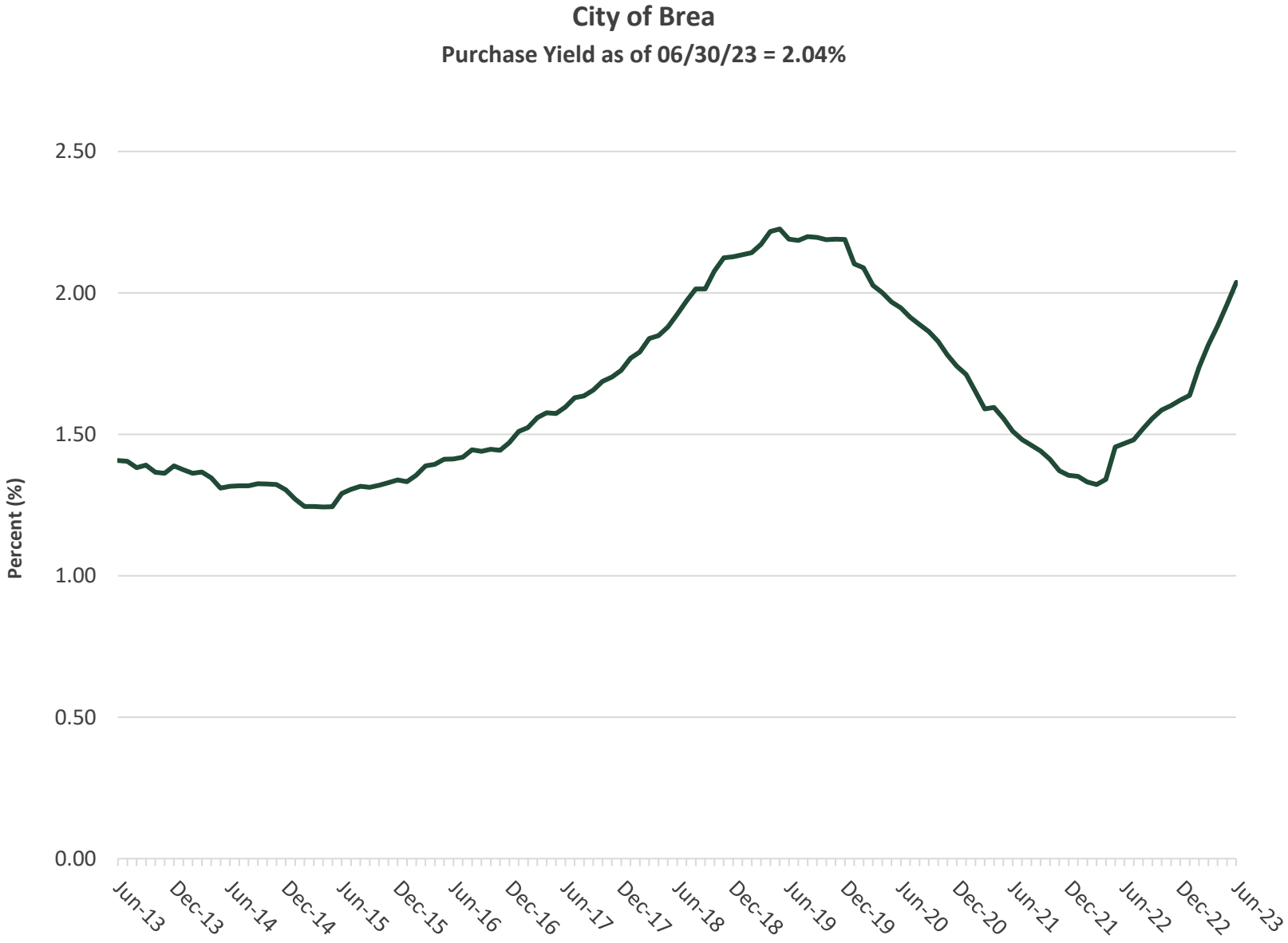
City of Brea

	06/30/23		03/31/23
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	2.64	2.66	2.59
Average Modified Duration	2.49	2.36	2.30
Average Purchase Yield	n/a	2.04%	1.82%
Average Market Yield	4.74%	5.02%	4.41%
Average Quality**	AAA	AA/Aa2	AA/Aa2
Total Market Value		93,688,034	94,047,571

**ICE BofA 1-5 Yr US Treasury & Agency Index*
***Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.*

Historical Average Purchase Yield

As of June 30, 2023

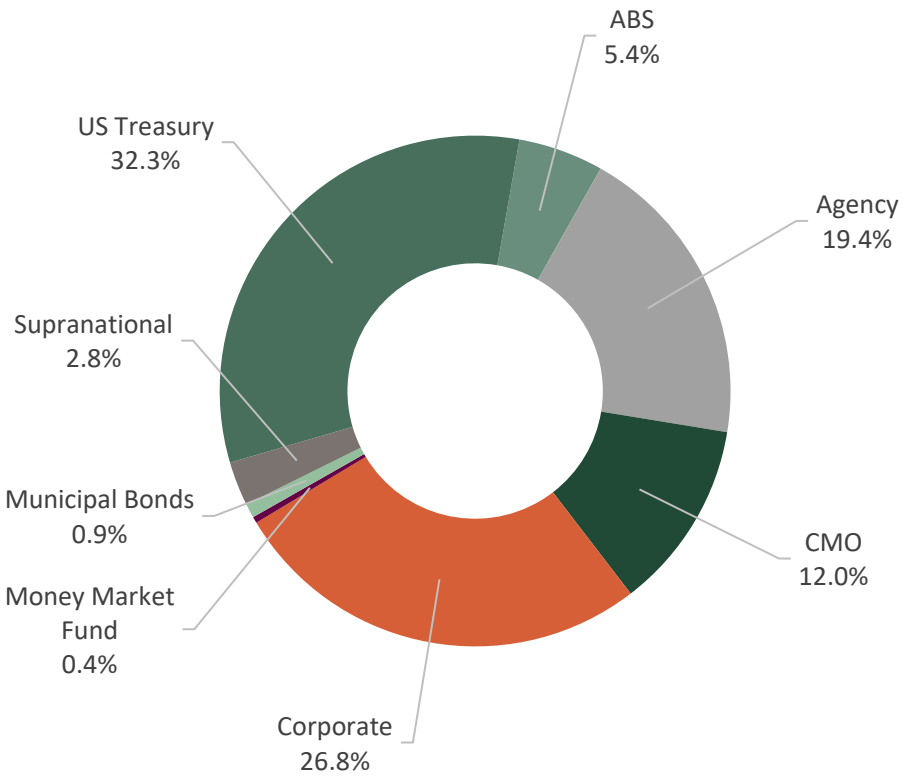


Sector Distribution

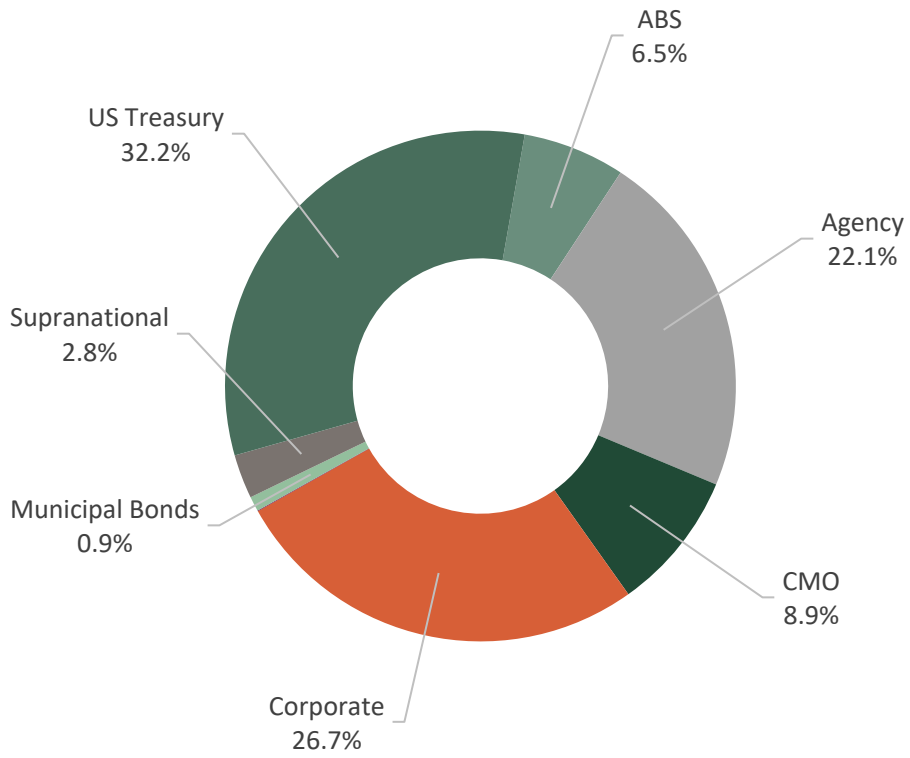
As of June 30, 2023

City of Brea

June 30, 2023



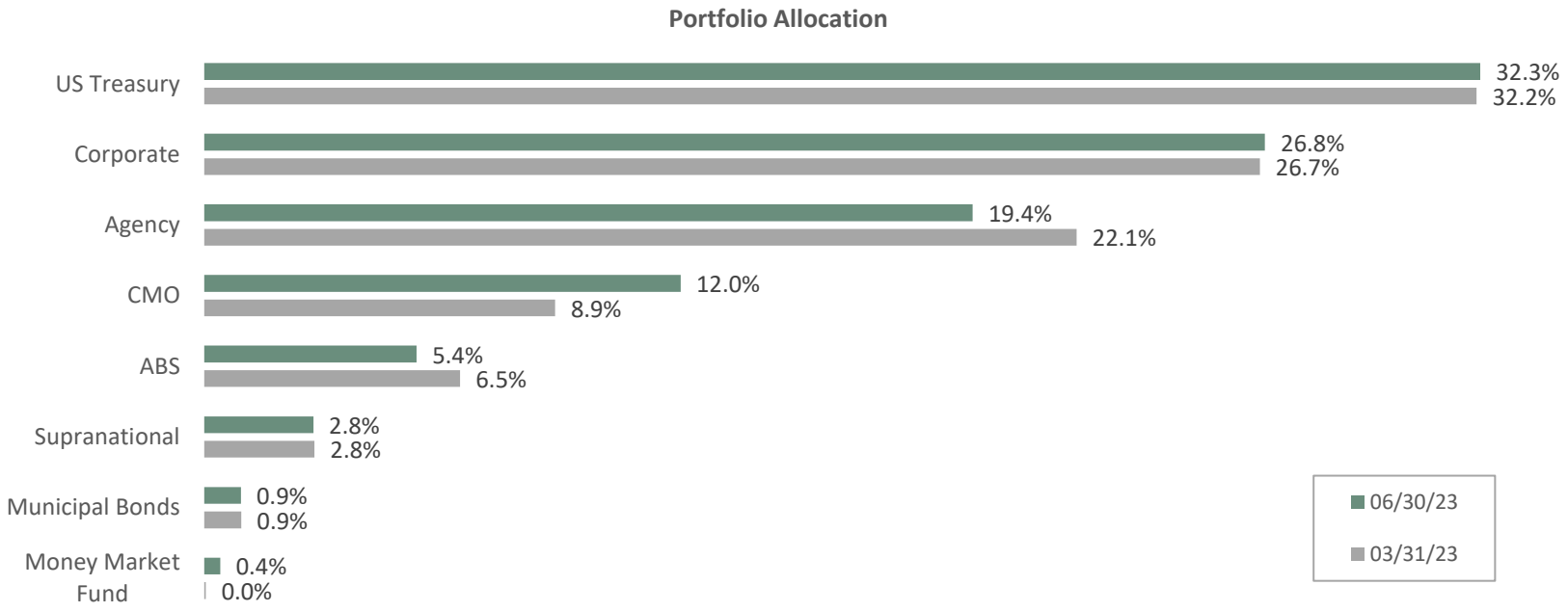
March 31, 2023

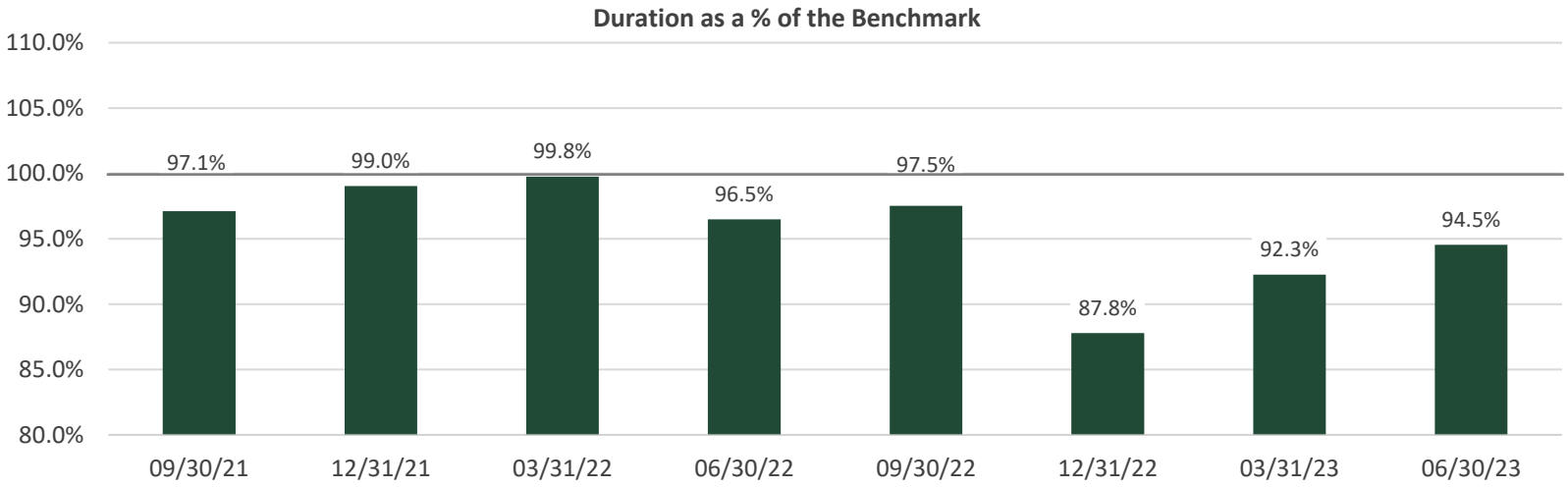


Portfolio Allocation & Duration Changes

As of June 30, 2023

City of Brea





Benchmark: ICE BofA 1-5 Yr US Treasury & Agency Index

Issuers

As of June 30, 2023

City of Brea – Account #120

Issue Name	Investment Type	% Portfolio
Government of United States	US Treasury	32.25%
Federal Home Loan Mortgage Corp	CMO	12.04%
Federal National Mortgage Association	Agency	10.48%
Federal Home Loan Mortgage Corp	Agency	5.45%
Federal Farm Credit Bank	Agency	2.23%
Inter-American Dev Bank	Supranational	1.85%
Bank of America Corp	Corporate	1.85%
JP Morgan Chase & Co	Corporate	1.79%
Toyota Motor Corp	Corporate	1.77%
Royal Bank of Canada	Corporate	1.62%
Caterpillar Inc	Corporate	1.61%
Amazon.com Inc	Corporate	1.40%
Chubb Corporation	Corporate	1.30%
Bank of Montreal Chicago	Corporate	1.30%
Morgan Stanley	Corporate	1.28%
Federal Home Loan Bank	Agency	1.26%
Toronto Dominion Holdings	Corporate	1.13%
Paccar Financial	Corporate	1.12%
Berkshire Hathaway	Corporate	1.09%
Honda ABS	ABS	1.05%
National Rural Utilities	Corporate	1.03%
US Bancorp	Corporate	0.97%
Salesforce.com Inc	Corporate	0.95%
GM Financial Automobile Leasing Trust	ABS	0.95%
John Deere ABS	ABS	0.94%
State of California	Municipal Bonds	0.93%
Intl Bank Recon and Development	Supranational	0.92%
Duke Energy Field Services	Corporate	0.85%
Bank of New York	Corporate	0.83%
Charles Schwab Corp/The	Corporate	0.72%
Toyota ABS	ABS	0.71%
United Health Group Inc	Corporate	0.68%
MasterCard Inc	Corporate	0.65%
Hyundai Auto Receivables	ABS	0.64%
Truist Financial Corporation	Corporate	0.63%
Costco Wholesale Corporation	Corporate	0.61%
BMW Vehicle Lease Trust	ABS	0.53%
Target Corp	Corporate	0.53%

Issuers

As of June 30, 2023

City of Brea – Account #120

Issue Name	Investment Type	% Portfolio
Apple Inc	Corporate	0.45%
Northern Trust Corp	Corporate	0.44%
GM Financial Securitized Term Auto Trust	ABS	0.44%
Fidelity Institutional Treasury Portfolio	Money Market Fund	0.41%
Wal-Mart Stores	Corporate	0.22%
Verizon Owner Trust	ABS	0.09%
TOTAL		**100.00%**

Sector Commentary

As of June 30, 2023

Agency

- Agency spreads narrowed during the second quarter while issuance remained robust, particularly from the Federal Home Loan Bank as US regional banks continued to use the agency to bolster their liquidity.
- We participated in a new five-year issue from Federal Farm Credit Banks but were a net seller of agencies overall as relative value opportunities continue to be more compelling in other sectors.

Investment Grade Credit

- Investment Grade credit spreads tightened materially during the quarter led by Financials after the group underperformed in March.
- Corporate credit fundamentals including profitability, leverage and liquidity remain solid. We expect to see a greater dispersion in fundamental performance and returns amongst sectors and issuers as more restrictive monetary policy starts to filter through to the economy.
- Overall, our Corporate holdings are well diversified and positioned should the economic environment deteriorate. Our investments in the financial sector are focused on the largest and financially strongest institutions in North America.

Pass-Through Securities

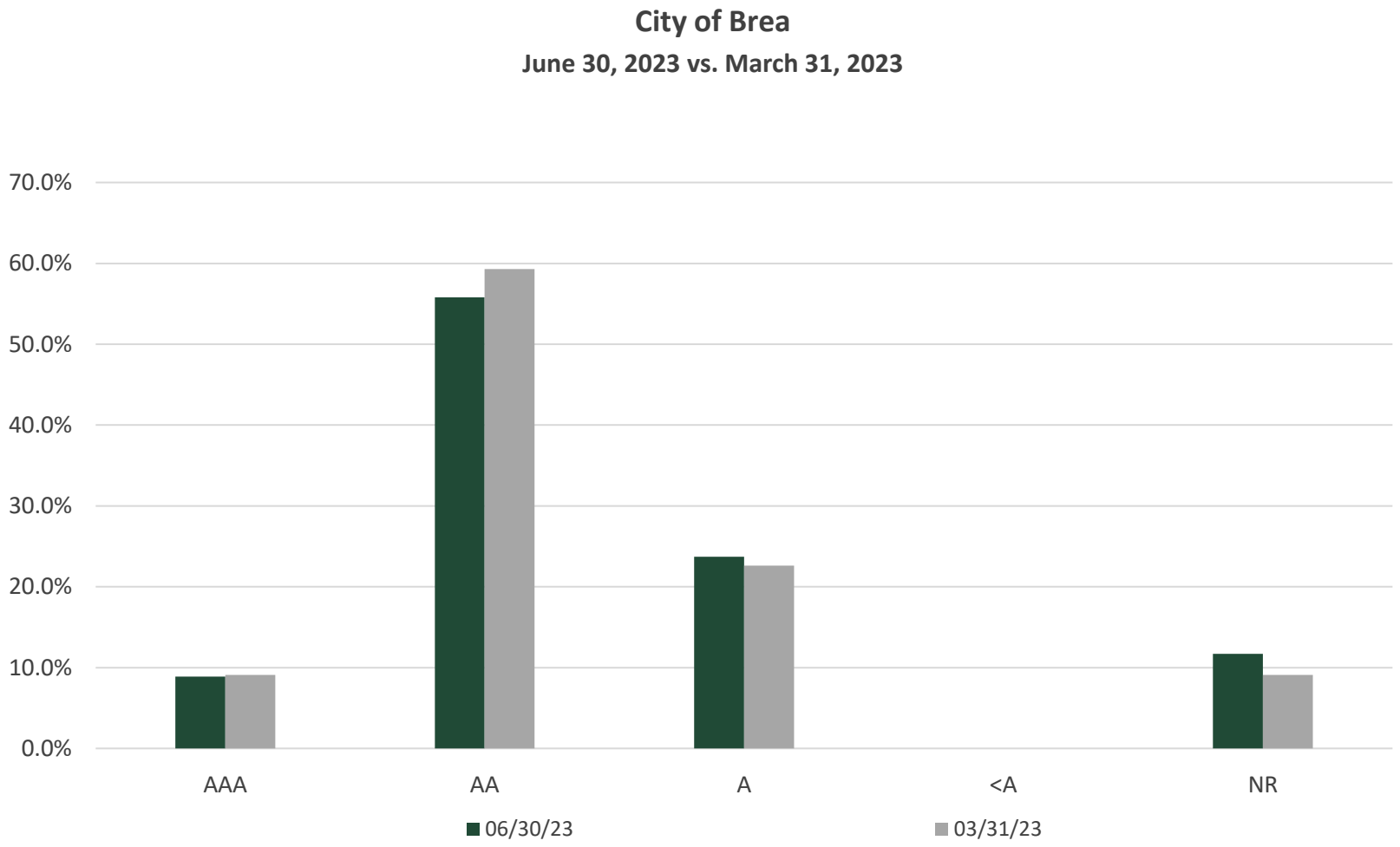
- Asset-Backed Security (ABS) spreads were notably tighter during the quarter. We remain constructive on ABS but continue to organically reduce exposure to the sector as our holdings are paid down in expectation of weaker loan and collateral performance later this year and next.
- Agency Pass-Through spreads also moved tighter in the second quarter. We continue to view Agency Pass-Throughs as a compelling portfolio diversifier, providing yield enhancement over Agency securities for similar credit quality and liquidity.

Municipal Bonds

- Taxable Municipal Bond spreads narrowed during the quarter and issuer fundamentals remain sound overall.
- Opportunities to add high quality, liquid Muni issuers to the City's portfolio at compelling valuations are limited, but we continue to look for opportunities.

Quality Distribution

As of June 30, 2023

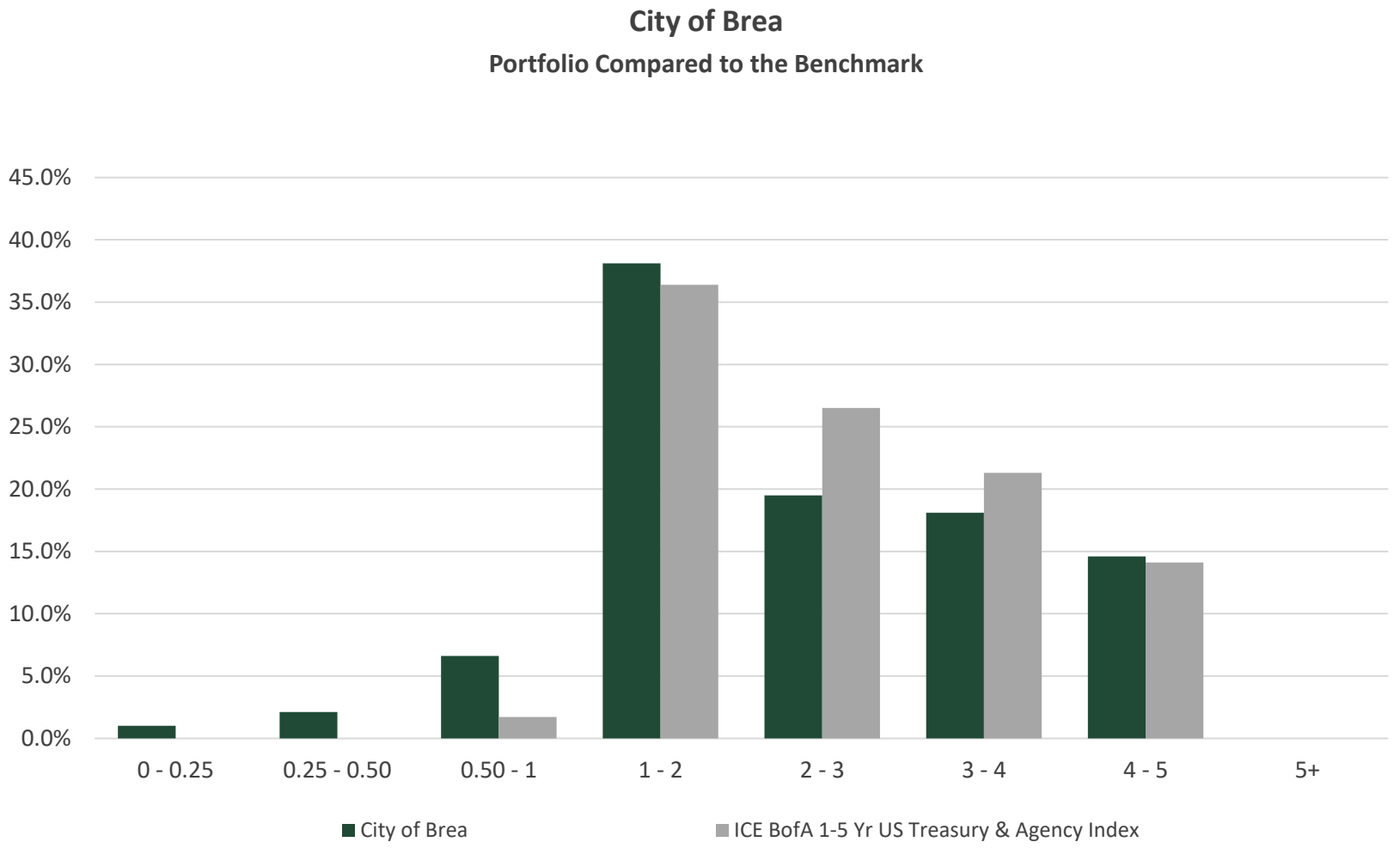


	AAA	AA	A	<A	NR
06/30/23	8.9%	55.8%	23.7%	0.0%	11.7%
03/31/23	9.1%	59.3%	22.6%	0.0%	9.1%

Source: S&P Ratings

Duration Distribution

As of June 30, 2023

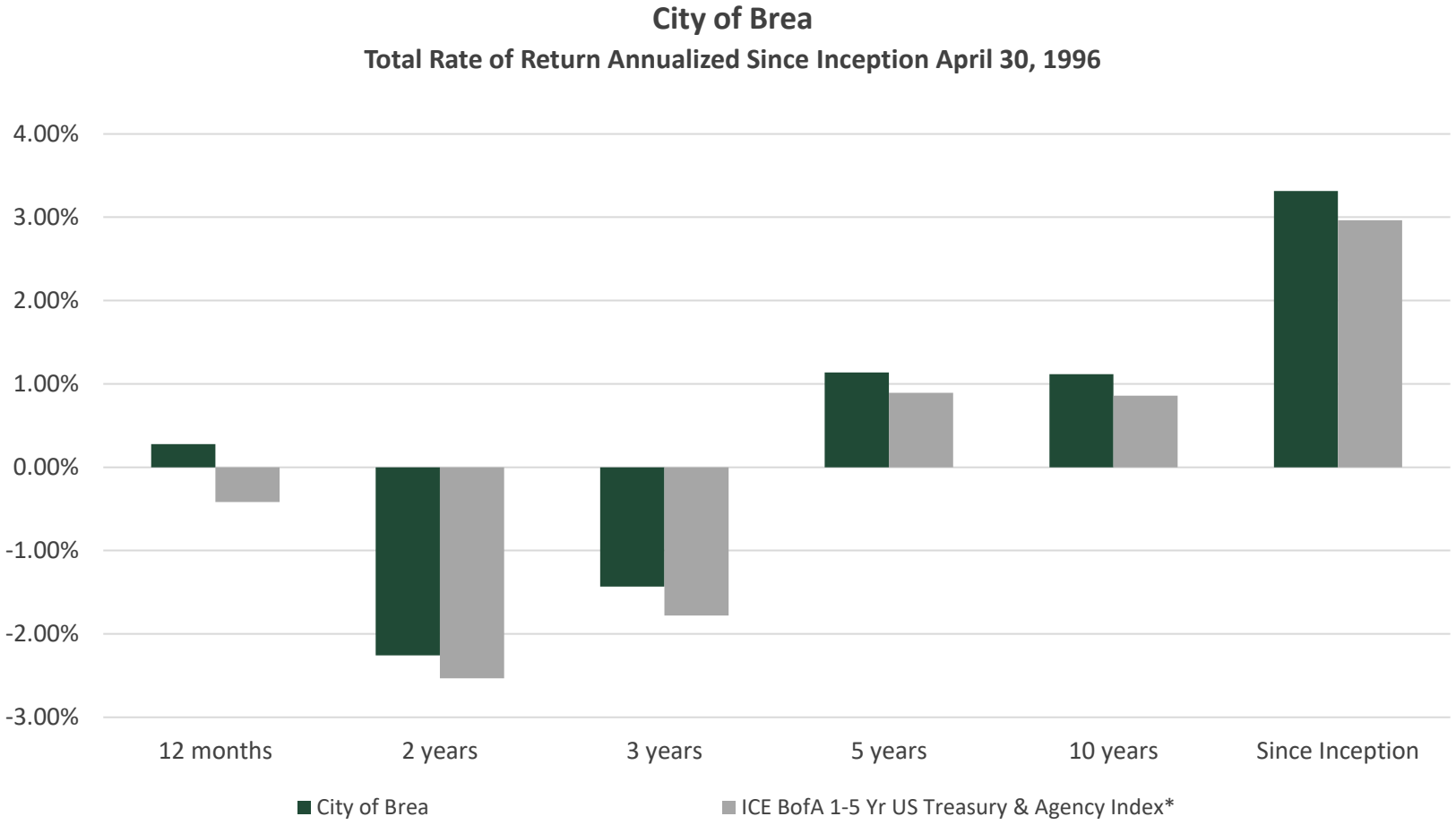


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
Portfolio	1.0%	2.1%	6.6%	38.1%	19.5%	18.1%	14.6%	0.0%
Benchmark*	0.0%	0.0%	1.7%	36.4%	26.5%	21.3%	14.1%	0.0%

**ICE BofA 1-5 Yr US Treasury & Agency Index*

Investment Performance

As of June 30, 2023



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Brea	-0.38%	0.28%	-2.26%	-1.43%	1.14%	1.12%	3.32%
ICE BofA 1-5 Yr US Treasury & Agency Index*	-0.85%	-0.42%	-2.53%	-1.78%	0.89%	0.86%	2.96%

**ICE BofA 1-Yr US Treasury Bill Index to 9/30/01*

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of June 30, 2023

City of Brea LAIF

	06/30/23 Portfolio	03/31/23 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	3.26%	2.88%
Average Market Yield	3.26%	2.88%
Average Quality*	NR/NR	NR/NR
Total Market Value	19,877,716	12,263,416

**Portfolio is S&P and Moody's, respectively.*

Portfolio Characteristics

As of June 30, 2023

Successor Agency to the Brea RDA LAIF

	06/30/23 Portfolio	03/31/23 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	3.26%	2.88%
Average Market Yield	3.26%	2.88%
Average Quality*	NR/NR	NR/NR
Total Market Value	19,482	19,331

**Portfolio is S&P and Moody's, respectively.*

City Brea Bond Reserve Funds

Portfolio Characteristics

Summary of Accounts Managed

June 30, 2023

Name of Account	Average Maturity (Years)	Average Book Yield	Market Value	Average Quality
Brea CFD 2008 2 17 Reserve Fund	1.46	2.71%	661,683	AAA/Aaa

Portfolio Characteristics

As of June 30, 2023

City of Brea Liquidity

	06/30/23	
	Benchmark*	**Portfolio**
Average Maturity (yrs)	0.15	0.19
Average Modified Duration	0.14	0.18
Average Purchase Yield	n/a	5.30%
Average Market Yield	5.03%	5.30%
Average Quality**	AAA	AAA/Aaa
Total Market Value		8,026,536

**ICE BofA 3-Month US Treasury Bill Index*
***Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.*

Section 3 | Consolidated Information

Portfolio Characteristics

As of June 30, 2023

City of Brea Consolidated

	06/30/23 Portfolio	03/31/23 Portfolio
Average Maturity (yrs)	2.06	2.29
Modified Duration	1.83	2.04
Average Purchase Yield	2.43%	1.93%
Average Market Yield	4.75%	4.23%
Average Quality*	AA/Aa1	AA/Aa2
Total Market Value	121,611,767	106,330,318

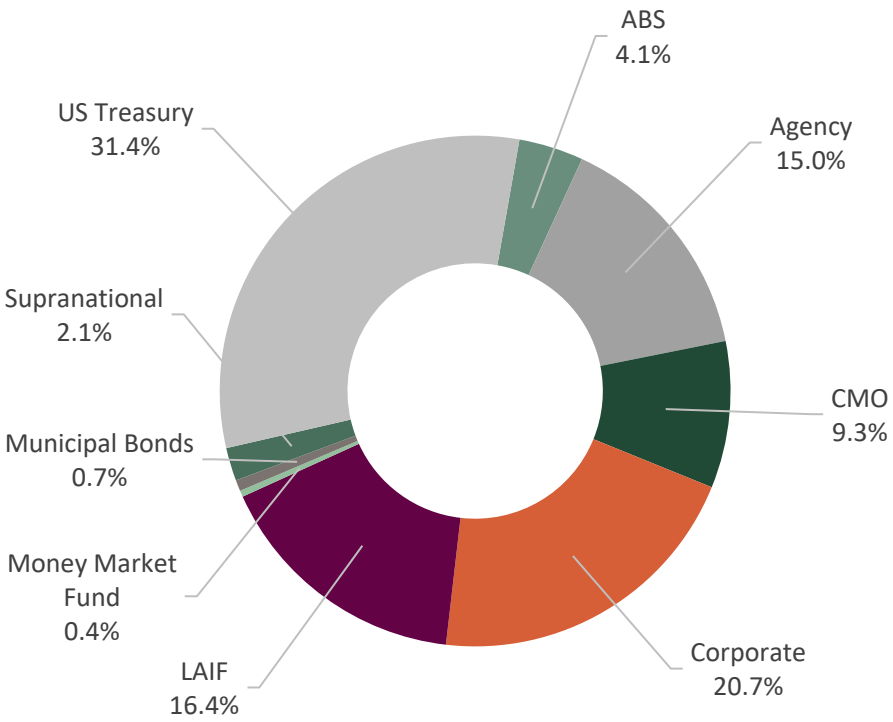
** Portfolio is S&P and Moody's respectively.*

Sector Distribution

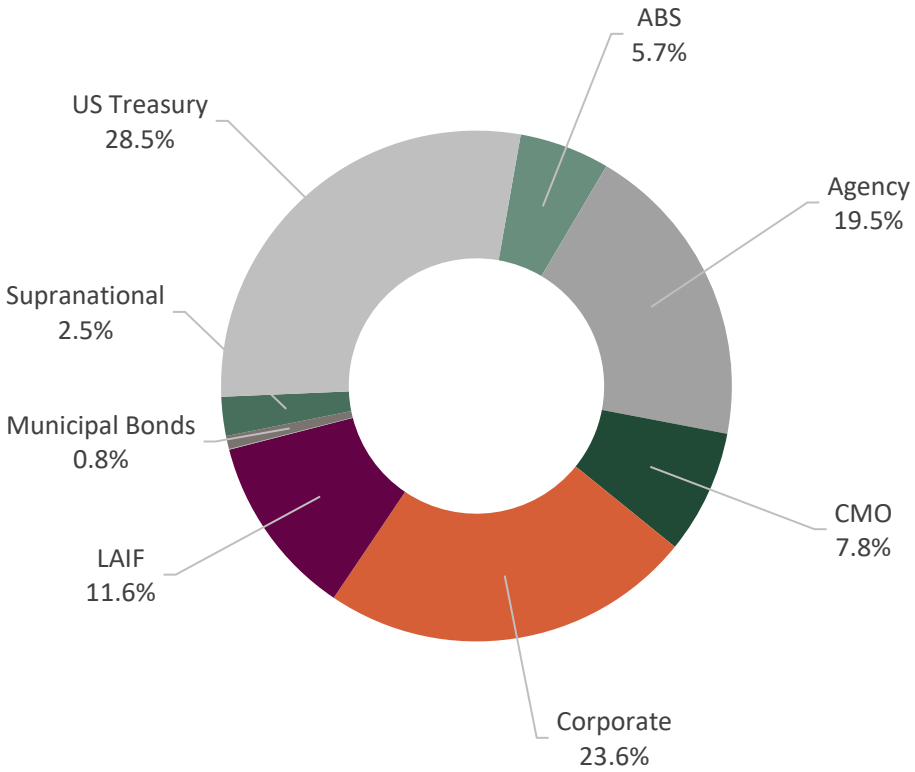
As of June 30, 2023

City of Brea Consolidated

June 30, 2023



March 31, 2023



Section 4 | Portfolio Holdings

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
43813DAC2	Honda Auto Receivables 2020-2 A3 0.820% Due 07/15/2024	24,900.87	05/18/2020 0.83%	24,898.91 24,900.38	99.49 5.66%	24,775.05 9.07	0.03% (125.33)	Aaa / AAA NR	1.04 0.10
47789KAC7	John Deere Owner Trust 2020-A A3 1.100% Due 08/15/2024	3,227.83	03/04/2020 1.11%	3,227.63 3,227.78	99.83 7.52%	3,222.20 1.58	0.00% (5.58)	Aaa / NR AAA	1.13 0.03
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.370% Due 10/18/2024	107,479.81	09/22/2020 0.38%	107,464.01 107,477.88	98.61 5.95%	105,990.68 14.36	0.11% (1,487.20)	NR / AAA AAA	1.30 0.25
36262XAC8	GM Financial Auto Lease Trust 2021-3 A2 0.390% Due 10/21/2024	401,735.40	08/10/2021 0.39%	401,729.94 401,734.15	98.59 5.86%	396,084.59 47.87	0.42% (5,649.56)	NR / AAA AAA	1.31 0.25
47787NAC3	John Deere Owner Trust 2020-B A3 0.510% Due 11/15/2024	19,856.77	07/14/2020 0.52%	19,853.74 19,856.30	99.28 5.17%	19,714.10 4.50	0.02% (142.20)	Aaa / NR AAA	1.38 0.15
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.330% Due 12/26/2024	262,577.54	Various 1.50%	258,940.23 261,519.68	98.70 6.39%	259,176.64 14.45	0.28% (2,343.04)	Aaa / NR AAA	1.49 0.21
89236XAC0	Toyota Auto Receivables 2020-D A3 0.350% Due 01/15/2025	74,052.28	10/06/2020 0.36%	74,038.49 74,047.28	98.94 6.01%	73,265.99 11.52	0.08% (781.29)	NR / AAA AAA	1.55 0.19
92290BAA9	Verizon Owner Trust 2020-B A 0.470% Due 02/20/2025	89,548.81	08/04/2020 0.48%	89,530.00 89,541.98	99.30 5.63%	88,924.12 12.86	0.09% (617.86)	Aaa / NR AAA	1.65 0.13
36265MAC9	GM Financial Auto Lease Trust 2022-1 A3 1.900% Due 03/20/2025	505,000.00	02/15/2022 1.91%	504,995.66 504,998.38	98.05 5.87%	495,169.17 293.18	0.53% (9,829.21)	Aaa / NR AAA	1.72 0.49
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.100% Due 03/25/2025	245,126.62	01/11/2022 1.11%	245,089.97 245,114.28	98.29 5.84%	240,934.95 44.94	0.26% (4,179.33)	NR / AAA AAA	1.74 0.36
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.270% Due 04/21/2025	92,993.92	02/17/2021 0.27%	92,992.21 92,993.52	97.65 6.18%	90,811.08 6.97	0.10% (2,182.44)	Aaa / NR AAA	1.81 0.39
44891RAC4	Hyundai Auto Receivables Trust 2020-C A3 0.380% Due 05/15/2025	164,821.76	10/20/2020 0.39%	164,783.80 164,814.55	98.11 6.19%	161,700.20 27.84	0.17% (3,114.35)	NR / AAA AAA	1.88 0.32
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.260% Due 05/15/2025	326,870.47	02/02/2021 0.27%	326,809.81 326,856.63	97.82 5.87%	319,736.20 37.77	0.34% (7,120.43)	Aaa / NR AAA	1.88 0.39
44933LAC7	Hyundai Auto Receivables Trust 2021-A A3 0.380% Due 09/15/2025	236,756.43	04/20/2021 0.38%	236,731.53 236,749.29	97.38 6.00%	230,547.73 39.99	0.25% (6,201.56)	NR / AAA AAA	2.21 0.46
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	305,000.00	11/16/2021 0.89%	304,935.71 304,967.39	95.98 5.92%	292,733.21 74.56	0.31% (12,234.18)	Aaa / NR AAA	2.56 0.80
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	333,170.41	07/13/2021 0.52%	333,140.70 333,156.52	95.80 6.12%	319,172.92 77.00	0.34% (13,983.60)	Aaa / NR AAA	2.71 0.75
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.710% Due 04/15/2026	285,000.00	11/09/2021 0.71%	284,993.93 284,996.96	95.77 6.14%	272,933.96 89.93	0.29% (12,063.00)	NR / AAA AAA	2.79 0.78

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	220,000.00	11/09/2021 0.75%	219,950.90 219,976.02	96.07 5.87%	211,348.50 72.36	0.23% (8,627.52)	NR / AAA AAA	2.88 0.77
43815BAC4	Honda Auto Receivables Trust 2022-1 A3 1.880% Due 05/15/2026	495,000.00	02/15/2022 1.89%	494,925.55 494,956.73	95.55 5.87%	472,975.47 413.60	0.51% (21,981.26)	Aaa / AAA NR	2.88 1.13
362554AC1	GM Financial Securitized Term 2021-4 A3 0.680% Due 09/16/2026	235,000.00	10/13/2021 0.68%	234,994.01 234,996.99	95.50 6.14%	224,436.52 66.58	0.24% (10,560.47)	Aaa / AAA NR	3.22 0.82
380146AC4	GM Financial Auto Receivables 2022-1 A3 1.260% Due 11/16/2026	200,000.00	01/11/2022 1.27%	199,982.62 199,990.19	95.52 5.90%	191,041.80 105.00	0.20% (8,948.39)	NR / AAA AAA	3.38 0.97
47800BAC2	John Deere Owner Trust 2022-C A3 5.090% Due 06/15/2027	540,000.00	10/12/2022 5.15%	539,958.10 539,966.10	99.21 5.61%	535,717.80 1,221.60	0.57% (4,248.30)	Aaa / NR AAA	3.96 1.69
TOTAL ABS		**5,168,118.92**	**1.38%**	**5,163,967.45 5,166,838.98**	**5.93%**	**5,030,412.88 2,687.53**	**5.37% (136,426.10)**	**Aaa / AAA AAA**	**2.40 0.70**
Agency									
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	1,200,000.00	09/13/2019 1.79%	1,262,028.00 1,214,962.89	97.17 5.33%	1,165,992.00 10,350.00	1.26% (48,970.89)	Aaa / AA+ AAA	1.21 1.15
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,755,000.00	Various 1.49%	1,765,434.95 1,757,922.88	95.41 5.35%	1,674,470.07 6,020.63	1.79% (83,452.81)	Aaa / AA+ AAA	1.30 1.25
3135G0X24	FNMA Note 1.625% Due 01/07/2025	1,875,000.00	Various 1.47%	1,888,349.75 1,879,192.14	94.82 5.22%	1,777,809.38 14,726.57	1.91% (101,382.76)	Aaa / AA+ AAA	1.53 1.46
3137EAEP0	FHLMC Note 1.500% Due 02/12/2025	1,920,000.00	02/13/2020 1.52%	1,918,521.60 1,919,520.43	94.40 5.16%	1,812,430.08 11,120.00	1.95% (107,090.35)	Aaa / AA+ AAA	1.62 1.55
3135G03U5	FNMA Note 0.625% Due 04/22/2025	1,510,000.00	04/22/2020 0.67%	1,506,889.40 1,508,872.75	92.48 5.02%	1,396,472.16 1,808.85	1.49% (112,400.59)	Aaa / AA+ AAA	1.81 1.76
3135G04Z3	FNMA Note 0.500% Due 06/17/2025	1,800,000.00	Various 0.46%	1,802,513.00 1,801,230.60	91.81 4.93%	1,652,549.40 350.00	1.76% (148,681.20)	Aaa / AA+ AAA	1.97 1.91
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	1,800,000.00	Various 0.45%	1,793,673.60 1,797,335.41	91.24 4.90%	1,642,300.21 3,000.00	1.76% (155,035.20)	Aaa / AA+ AAA	2.06 2.00
3135G05X7	FNMA Note 0.375% Due 08/25/2025	1,800,000.00	Various 0.45%	1,793,460.00 1,796,973.85	90.99 4.83%	1,637,908.20 2,362.51	1.75% (159,065.65)	Aaa / AA+ AAA	2.16 2.09
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	1,805,000.00	Various 0.44%	1,799,651.55 1,802,566.81	90.74 4.80%	1,637,797.44 1,842.61	1.75% (164,769.37)	Aaa / AA+ AAA	2.24 2.17
3135G06G3	FNMA Note 0.500% Due 11/07/2025	1,825,000.00	Various 0.57%	1,819,098.50 1,822,211.53	90.63 4.76%	1,654,028.53 1,368.75	1.77% (168,183.00)	Aaa / AA+ AAA	2.36 2.29
3133EPGW9	FFCB Note 3.875% Due 04/25/2028	1,250,000.00	05/05/2023 3.55%	1,268,125.00 1,267,585.45	98.83 4.14%	1,235,428.75 8,880.21	1.33% (32,156.70)	Aaa / AA+ AAA	4.82 4.32

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3133EPME2	FFCB Note	850,000.00	06/07/2023	846,634.00	98.87	840,433.25	0.90%	Aaa / AA+	4.95
	3.875% Due 06/08/2028		3.96%	846,676.37	4.13%	2,104.34	(6,243.12)	NR	4.44
				19,464,379.35		**18,127,619.47**	**19.42%**	**Aaa / AA+**	**2.19**
TOTAL Agency		**19,390,000.00**	**1.22%**	**19,415,051.11**	**4.92%**	**63,934.47**	**(1,287,431.64)**	**AAA**	**2.07**
CMO									
3137BDCW4	FHLMC K039 A2	1,650,000.00	11/04/2021	1,748,226.56	97.80	1,613,624.10	1.73%	NR / NR	1.07
	3.303% Due 07/25/2024		0.60%	1,687,254.84	5.67%	4,541.63	(73,630.74)	AAA	0.85
3137BFE98	FHLMC K041 A2	850,000.00	07/01/2021	914,347.66	97.07	825,106.05	0.88%	Aaa / AAA	1.32
	3.171% Due 10/25/2024		0.72%	874,933.36	5.56%	2,246.13	(49,827.31)	AAA	1.16
3137F4WZ1	FHLMC K731 A2	1,274,412.40	05/03/2022	1,288,948.66	96.98	1,235,865.25	1.32%	NR / NR	1.66
	3.600% Due 02/25/2025		2.67%	1,282,841.11	5.70%	3,823.24	(46,975.86)	AAA	1.36
3137BKRJ1	FHLMC K047 A2	700,000.00	05/19/2022	704,046.88	96.35	674,464.00	0.72%	NR / NR	1.90
	3.329% Due 05/25/2025		3.05%	702,526.94	5.42%	1,941.92	(28,062.94)	AAA	1.68
3137BNGT5	FHLMC K054 A2	1,000,000.00	10/29/2021	1,058,359.38	94.60	946,010.00	1.01%	NR / AAA	2.58
	2.745% Due 01/25/2026		1.11%	1,035,130.81	5.09%	457.50	(89,120.81)	NR	2.29
3137BQYS0	FHLMC K056 A2	570,000.00	01/31/2022	587,189.06	93.80	534,661.71	0.57%	NR / NR	2.90
	2.525% Due 05/25/2026		1.67%	581,492.69	4.93%	1,199.38	(46,830.98)	AAA	2.59
3137BXQY1	FHLMC K064 A2	1,000,000.00	05/06/2022	997,929.69	95.00	950,030.00	1.02%	NR / AAA	3.74
	3.224% Due 03/25/2027		3.24%	998,420.43	4.74%	2,686.67	(48,390.43)	NR	3.28
3137FCLD4	FHLMC K071 A2	2,000,000.00	04/11/2023	1,932,500.00	94.58	1,891,510.00	2.02%	NR / NR	4.41
	3.286% Due 11/25/2027		4.07%	1,935,622.78	4.66%	5,476.67	(44,112.78)	AAA	3.95
3137FETN0	FHLMC K073 A2	1,500,000.00	03/27/2023	1,452,187.50	94.79	1,421,812.50	1.52%	NR / NR	4.58
	3.350% Due 01/25/2028		4.14%	1,454,711.09	4.64%	837.50	(32,898.59)	AAA	4.05
3137FEZU7	FHLMC K076 A2	1,200,000.00	04/20/2023	1,187,062.50	97.02	1,164,260.40	1.25%	NR / NR	4.82
	3.900% Due 04/25/2028		4.11%	1,187,536.95	4.59%	3,900.00	(23,276.55)	AAA	4.21
				11,870,797.89		**11,257,344.01**	**12.04%**	**Aaa / AAA**	**3.03**
TOTAL CMO		**11,744,412.40**	**2.67%**	**11,740,471.00**	**5.08%**	**27,110.64**	**(483,126.99)**	**AAA**	**2.66**
Corporate									
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022	935,000.00	Various	927,000.65	95.19	890,024.63	0.95%	A2 / A+	1.04
	0.625% Due 07/15/2024		0.96%	931,802.05	5.44%	2,694.62	(41,777.42)	NR	1.01
69371RQ25	Paccar Financial Corp Note	195,000.00	08/08/2019	194,569.05	96.26	187,707.78	0.20%	A1 / A+	1.13
	2.150% Due 08/15/2024		2.20%	194,903.05	5.62%	1,583.83	(7,195.27)	NR	1.08

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
78015K7C2	Royal Bank of Canada Note 2.250% Due 11/01/2024	1,100,000.00	Various 2.21%	1,102,086.00 1,100,591.08	95.42 5.86%	1,049,601.30 4,125.00	1.12% (50,989.78)	A1 / A AA-	1.34 1.28
14913Q3B3	Caterpillar Finl Service Note 2.150% Due 11/08/2024	1,100,000.00	01/28/2020 1.91%	1,111,770.00 1,103,347.43	95.82 5.38%	1,054,061.80 3,481.81	1.13% (49,285.63)	A2 / A A+	1.36 1.30
89236TJT3	Toyota Motor Credit Corp Note 1.450% Due 01/13/2025	810,000.00	01/10/2022 1.50%	808,914.60 809,443.44	94.32 5.35%	764,009.82 5,481.00	0.82% (45,433.62)	A1 / A+ A+	1.54 1.47
90331HPL1	US Bank NA Callable Note Cont 12/21/2024 2.050% Due 01/21/2025	955,000.00	01/16/2020 2.10%	952,965.85 954,365.37	94.32 5.92%	900,756.96 8,701.11	0.97% (53,608.41)	A2 / A+ A+	1.56 1.48
00440EAS6	Chubb INA Holdings Inc Note 3.150% Due 03/15/2025	1,250,000.00	03/04/2022 2.15%	1,286,200.00 1,270,446.60	96.53 5.30%	1,206,571.25 11,593.75	1.30% (63,875.35)	A3 / A A	1.71 1.62
69371RR73	Paccar Financial Corp Note 2.850% Due 04/07/2025	890,000.00	03/31/2022 2.86%	889,768.60 889,863.61	95.71 5.42%	851,821.67 5,918.50	0.92% (38,041.94)	A1 / A+ NR	1.77 1.68
78016EZ59	Royal Bank of Canada Note 3.375% Due 04/14/2025	475,000.00	04/07/2022 3.39%	474,824.25 474,895.29	96.27 5.59%	457,270.63 3,428.91	0.49% (17,624.66)	A1 / A AA-	1.79 1.69
06367WB85	Bank of Montreal Note 1.850% Due 05/01/2025	826,000.00	07/23/2021 0.85%	856,413.32 840,830.37	93.42 5.67%	771,615.33 2,546.83	0.83% (69,215.04)	A2 / A- AA-	1.84 1.76
14913R2V8	Caterpillar Financial Service Note 3.400% Due 05/13/2025	465,000.00	05/10/2022 3.44%	464,409.45 464,632.52	96.82 5.21%	450,196.26 2,108.00	0.48% (14,436.26)	A2 / A A+	1.87 1.77
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	985,000.00	05/24/2021 0.78%	986,279.75 985,392.34	95.06 6.07%	936,377.46 676.37	1.00% (49,014.88)	A1 / A- AA-	1.92 1.83
63743HFE7	National Rural Utilities Note 3.450% Due 06/15/2025	1,000,000.00	05/03/2022 3.62%	995,060.00 996,893.49	96.20 5.52%	961,980.00 1,533.33	1.03% (34,913.49)	A2 / A- A	1.96 1.86
46647PCK0	JP Morgan Chase & Co Callable Note Cont 6/23/2024 0.969% Due 06/23/2025	470,000.00	Various 0.95%	470,293.55 470,095.97	94.92 6.08%	446,131.06 101.21	0.48% (23,964.91)	A1 / A- AA-	1.98 1.89
89788MAA0	Truist Financial Corp Callable Note Cont 07/03/2025 1.200% Due 08/05/2025	650,000.00	02/03/2022 1.85%	635,726.00 641,424.40	90.62 6.03%	589,009.85 3,163.33	0.63% (52,414.55)	A3 / A- A	2.10 2.00
06406HCQ0	Bank of New York Callable Note Cont 10/18/2025 3.950% Due 11/18/2025	800,000.00	04/05/2022 3.20%	819,928.00 812,976.37	96.39 5.59%	771,109.60 3,774.44	0.83% (41,866.77)	A1 / A AA-	2.39 2.22
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	312,000.00	05/20/2021 1.11%	323,646.96 317,387.43	93.65 5.83%	292,188.62 1,245.63	0.31% (25,198.81)	A1 / A- AA-	2.81 1.73

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
6174468Q5	Morgan Stanley Callable Note Cont 4/28/2025 2.188% Due 04/28/2026	500,000.00	05/18/2022 4.94%	472,305.00 480,138.12	93.87 5.77%	469,354.00 1,914.50	0.50% (10,784.12)	A1 / A- A+	2.83 1.74
023135BX3	Amazon.com Inc Callable Note Cont 4/12/2026 1.000% Due 05/12/2026	1,455,000.00	05/10/2021 1.09%	1,448,714.40 1,451,399.38	89.90 4.81%	1,308,084.28 1,980.42	1.40% (143,315.10)	A1 / AA AA-	2.87 2.76
91324PEC2	United Health Group Inc Callable Note Cont 4/15/2026 1.150% Due 05/15/2026	240,000.00	Various 1.08%	240,776.80 240,448.81	90.43 4.75%	217,033.20 352.67	0.23% (23,415.61)	A3 / A+ A	2.88 2.76
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	995,000.00	06/15/2021 1.13%	994,562.20 994,740.34	89.41 5.01%	889,650.40 404.22	0.95% (105,089.94)	A1 / A+ A+	2.97 2.85
06051GJD2	Bank of America Corp Callable Note Cont 6/19/2025 1.319% Due 06/19/2026	950,000.00	Various 1.25%	952,508.00 951,244.59	91.60 5.90%	870,218.06 417.68	0.93% (81,026.53)	A1 / A- AA-	2.97 1.89
037833DN7	Apple Inc Callable Note Cont 7/11/2026 2.050% Due 09/11/2026	450,000.00	12/02/2021 1.49%	461,178.00 457,367.62	92.15 4.72%	414,669.15 2,818.75	0.45% (42,698.47)	Aaa / AA+ NR	3.20 3.02
06368FAC3	Bank of Montreal Note 1.250% Due 09/15/2026	500,000.00	09/13/2021 1.28%	499,395.00 499,611.69	88.16 5.31%	440,791.50 1,840.28	0.47% (58,820.19)	A2 / A- AA-	3.21 3.06
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.050% Due 09/17/2026	235,000.00	09/08/2021 1.09%	234,555.85 234,714.44	89.28 4.68%	209,814.58 712.83	0.22% (24,899.86)	Aa2 / AA AA	3.22 3.08
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.950% Due 12/01/2026	850,000.00	01/13/2022 1.81%	892,644.50 879,272.28	93.96 4.89%	798,664.25 2,089.58	0.85% (80,608.03)	Aa3 / A NR	3.42 3.19
87612EBM7	Target Corp Callable Note Cont 12/15/2026 1.950% Due 01/15/2027	535,000.00	01/19/2022 1.99%	534,090.50 534,352.29	91.54 4.56%	489,751.84 4,810.54	0.53% (44,600.45)	A2 / A A	3.55 3.32
808513BY0	Charles Schwab Corp Callable Note Cont 2/3/2027 2.450% Due 03/03/2027	750,000.00	03/09/2022 2.73%	740,115.00 742,708.59	89.58 5.63%	671,828.25 6,022.92	0.72% (70,880.34)	A2 / A- A	3.68 3.40
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.300% Due 03/15/2027	1,080,000.00	03/07/2022 2.30%	1,079,794.80 1,079,847.95	93.51 4.21%	1,009,908.00 7,314.00	1.09% (69,939.95)	Aa2 / AA A+	3.71 3.47
06051GHT9	Bank of America Corp Callable Note 1X 4/23/2026 3.559% Due 04/23/2027	900,000.00	Various 4.92%	871,903.80 877,258.84	94.81 5.58%	853,264.80 6,050.30	0.92% (23,994.04)	A1 / A- AA-	3.82 2.61
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4.000% Due 05/10/2027	430,000.00	05/05/2022 4.04%	429,303.40 429,462.48	96.34 5.05%	414,250.39 2,436.67	0.44% (15,212.09)	A2 / A+ A+	3.86 3.50

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.700% Due 05/15/2027	430,000.00	05/17/2022 3.69%	430,200.10 430,155.37	96.40 4.73%	414,513.56 2,032.94	0.44% (15,641.81)	A3 / A+ A	3.88 3.54
22160KAM7	Costco Wholesale Corp Callable Note Cont 2/18/2027 3.000% Due 05/18/2027	600,000.00	07/15/2022 3.53%	586,074.00 588,813.41	94.95 4.43%	569,677.20 2,150.00	0.61% (19,136.21)	Aa3 / A+ NR	3.88 3.60
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 06/08/2027	1,100,000.00	08/26/2022 4.18%	1,096,315.00 1,096,959.82	95.64 5.35%	1,052,026.80 2,887.01	1.13% (44,933.02)	A1 / A NR	3.94 3.57
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	595,000.00	03/06/2023 4.90%	594,422.85 594,458.86	101.13 4.60%	601,729.45 9,024.17	0.65% 7,270.59	Aa3 / A+ NR	4.70 4.03
61747YER2	Morgan Stanley Callable Note Cont 4/20/2027 4.210% Due 04/20/2028	750,000.00	05/19/2023 5.24%	722,677.50 723,271.47	96.06 5.33%	720,484.50 6,227.29	0.78% (2,786.97)	A1 / A- A+	4.81 4.24
TOTAL Corporate		**26,563,000.00**	**2.39%**	**26,581,392.73 26,545,517.16**	**5.33%**	**24,996,148.23 123,644.44**	**26.81% (1,549,368.93)**	**A1 / A A+**	**2.64 2.37**
Money Market Fund									
316175884	Fidelity Institutional Money Market Fund 696	380,069.04	Various 4.72%	380,069.04 380,069.04	1.00 4.72%	380,069.04 0.00	0.41% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		**380,069.04**	**4.72%**	**380,069.04 380,069.04**	**4.72%**	**380,069.04 0.00**	**0.41% 0.00**	**Aaa / AAA NR**	**0.00 0.00**
Municipal Bonds									
13063DRK6	California State Taxable GO 2.400% Due 10/01/2024	900,000.00	10/16/2019 1.91%	920,673.00 905,248.47	96.17 5.60%	865,574.10 5,400.00	0.93% (39,674.37)	Aa2 / AA- AA	1.26 1.20
TOTAL Municipal Bonds		**900,000.00**	**1.91%**	**920,673.00 905,248.47**	**5.60%**	**865,574.10 5,400.00**	**0.93% (39,674.37)**	**Aa2 / AA- AA**	**1.26 1.20**
Supranational									
459058JL8	Intl. Bank Recon & Development Note 0.500% Due 10/28/2025	945,000.00	Various 0.54%	943,389.35 944,228.61	90.76 4.74%	857,718.86 826.88	0.92% (86,509.75)	Aaa / AAA AAA	2.33 2.26
4581X0DV7	Inter-American Dev Bank Note 0.875% Due 04/20/2026	1,915,000.00	04/13/2021 0.97%	1,906,229.30 1,910,081.49	90.21 4.64%	1,727,544.48 3,304.70	1.85% (182,537.01)	Aaa / AAA AAA	2.81 2.71
TOTAL Supranational		**2,860,000.00**	**0.83%**	**2,849,618.65 2,854,310.10**	**4.67%**	**2,585,263.34 4,131.58**	**2.76% (269,046.76)**	**Aaa / AAA AAA**	**2.65 2.56**

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US Treasury									
91282CBR1	US Treasury Note 0.250% Due 03/15/2024	750,000.00	03/30/2021 0.33%	748,183.59 749,566.08	96.47 5.39%	723,516.00 550.27	0.77% (26,050.08)	Aaa / AA+ AAA	0.71 0.69
912828X70	US Treasury Note 2.000% Due 04/30/2024	925,000.00	06/10/2019 1.92%	928,251.96 925,553.84	97.22 5.45%	899,309.98 3,116.85	0.96% (26,243.86)	Aaa / AA+ AAA	0.84 0.81
912828XX3	US Treasury Note 2.000% Due 06/30/2024	1,450,000.00	12/12/2019 1.74%	1,466,595.70 1,453,646.86	96.70 5.43%	1,402,194.95 78.80	1.50% (51,451.91)	Aaa / AA+ AAA	1.00 0.97
912828D56	US Treasury Note 2.375% Due 08/15/2024	1,500,000.00	03/05/2020 0.68%	1,611,093.75 1,528,132.80	96.77 5.36%	1,451,542.50 13,383.98	1.56% (76,590.30)	Aaa / AA+ AAA	1.13 1.08
9128283D0	US Treasury Note 2.250% Due 10/31/2024	1,500,000.00	11/07/2019 1.77%	1,533,925.78 1,509,101.58	96.10 5.31%	1,441,524.00 5,686.14	1.54% (67,577.58)	Aaa / AA+ AAA	1.34 1.28
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	2,000,000.00	03/18/2020 0.81%	2,030,859.38 2,010,383.23	93.73 5.09%	1,874,610.00 7,520.38	2.01% (135,773.23)	Aaa / AA+ AAA	1.67 1.61
91282CED9	US Treasury Note 1.750% Due 03/15/2025	2,150,000.00	04/05/2022 2.65%	2,095,662.11 2,118,450.60	94.59 5.09%	2,033,766.70 11,042.12	2.18% (84,683.90)	Aaa / AA+ AAA	1.71 1.64
91282CEQ0	US Treasury Note 2.750% Due 05/15/2025	500,000.00	06/06/2022 2.91%	497,695.31 498,530.84	96.05 4.98%	480,254.00 1,756.11	0.51% (18,276.84)	Aaa / AA+ AAA	1.88 1.79
91282CAM3	US Treasury Note 0.250% Due 09/30/2025	1,900,000.00	02/19/2021 0.51%	1,877,363.28 1,888,930.77	90.57 4.71%	1,720,909.80 1,193.99	1.84% (168,020.97)	Aaa / AA+ AAA	2.25 2.19
91282CAT8	US Treasury Note 0.250% Due 10/31/2025	1,900,000.00	02/11/2021 0.42%	1,885,156.25 1,892,647.09	90.25 4.71%	1,714,750.00 800.27	1.83% (177,897.09)	Aaa / AA+ AAA	2.34 2.27
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	1,350,000.00	03/26/2021 0.77%	1,325,794.92 1,337,479.15	90.27 4.68%	1,218,585.60 428.79	1.30% (118,893.55)	Aaa / AA+ AAA	2.42 2.35
91282CCW9	US Treasury Note 0.750% Due 08/31/2026	480,000.00	09/17/2021 0.86%	477,393.75 478,330.33	89.19 4.45%	428,100.00 1,203.26	0.46% (50,230.33)	Aaa / AA+ AAA	3.17 3.06
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	2,820,000.00	Various 1.08%	2,791,946.88 2,801,613.14	89.47 4.39%	2,523,020.16 6,202.47	2.70% (278,592.98)	Aaa / AA+ AAA	3.25 3.13
91282CEW7	US Treasury Note 3.250% Due 06/30/2027	2,250,000.00	Various 3.12%	2,263,417.97 2,260,830.43	96.17 4.30%	2,163,867.75 198.71	2.31% (96,962.68)	Aaa / AA+ AAA	4.00 3.70
91282CFB2	US Treasury Note 2.750% Due 07/31/2027	600,000.00	08/22/2022 3.12%	589,828.13 591,588.32	94.28 4.29%	565,663.80 6,882.60	0.61% (25,924.52)	Aaa / AA+ AAA	4.09 3.76
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	1,950,000.00	Various 3.41%	1,925,095.70 1,929,086.44	95.64 4.28%	1,864,915.65 20,367.70	2.01% (64,170.79)	Aaa / AA+ AAA	4.17 3.81
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	700,000.00	03/14/2023 3.91%	698,878.91 698,947.42	98.60 4.22%	690,183.90 73.71	0.74% (8,763.52)	Aaa / AA+ AAA	4.51 4.08

Holdings Report

As of June 30, 2023

City of Brea - Account #120

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CGH8	US Treasury Note 3.500% Due 01/31/2028	2,500,000.00	02/16/2023 4.05%	2,438,378.91 2,442,943.44	97.11 4.20%	2,427,637.50 36,498.62	2.63% (15,305.94)	Aaa / AA+ AAA	4.59 4.12
91282CGP0	US Treasury Note 4.000% Due 02/29/2028	2,500,000.00	Various 4.07%	2,491,714.85 2,492,319.04	99.26 4.17%	2,481,542.50 33,423.91	2.68% (10,776.54)	Aaa / AA+ AAA	4.67 4.16
91282CHE4	US Treasury Note 3.625% Due 05/31/2028	2,000,000.00	06/14/2023 4.00%	1,966,953.13 1,967,154.30	97.81 4.12%	1,956,250.00 6,140.71	2.09% (10,904.30)	Aaa / AA+ AAA	4.92 4.44
TOTAL US Treasury		**31,725,000.00**	**2.19%**	**31,644,190.26** **31,575,235.70**	**4.66%**	**30,062,144.79** **156,549.39**	**32.25%** **(1,513,090.91)**	**Aaa / AA+** **AAA**	**2.94** **2.73**
TOTAL PORTFOLIO		**98,730,600.36**	**2.04%**	**98,875,088.37** **98,582,741.56**	**5.02%**	**93,304,575.86** **383,458.05**	**100.00%** **(5,278,165.70)**	**Aa2 / AA** **AAA**	**2.66** **2.36**
TOTAL MARKET VALUE PLUS ACCRUALS						**93,688,033.91**			

Holdings Report

As of June 30, 2023

City of Brea LAIF - Account #10164

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	19,765,803.83	Various 3.26%	19,765,803.83 19,765,803.83	1.00 3.26%	19,765,803.83 111,911.83	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL LAIF		**19,765,803.83**	**3.26%**	**19,765,803.83** **19,765,803.83**	**3.26%**	**19,765,803.83** **111,911.83**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**19,765,803.83**	**3.26%**	**19,765,803.83** **19,765,803.83**	**3.26%**	**19,765,803.83** **111,911.83**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUALS						**19,877,715.66**			

Holdings Report

As of June 30, 2023

Successor Agency to the Brea RDA LAIF - Account #10166

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	19,336.31	Various 3.26%	19,336.31 19,336.31	1.00 3.26%	19,336.31 145.57	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL LAIF		**19,336.31**	**3.26%**	**19,336.31** **19,336.31**	**3.26%**	**19,336.31** **145.57**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**19,336.31**	**3.26%**	**19,336.31** **19,336.31**	**3.26%**	**19,336.31** **145.57**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUALS						**19,481.88**			

Holdings Report

As of June 30, 2023

Brea CFD 2008 2 17 Reserve Fund - Account #10600

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Money Market Fund									
825252109	Invesco Treasury MMFD Private Class	237,014.40	Various 4.74%	237,014.40 237,014.40	1.00 4.74%	237,014.40 0.00	35.82% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL Money Market Fund		**237,014.40**	**4.74%**	**237,014.40** **237,014.40**	**4.74%**	**237,014.40** **0.00**	**35.82%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
US Treasury									
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 110,601.98	97.49 5.47%	107,241.42 351.22	16.26% (3,360.56)	Aaa / AA+ AAA	0.88 0.85
912828G38	US Treasury Note 2.250% Due 11/15/2024	40,000.00	03/15/2022 2.01%	40,251.56 40,129.78	96.03 5.28%	38,412.52 114.95	5.82% (1,717.26)	Aaa / AA+ AAA	1.38 1.32
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	115,000.00	12/30/2020 0.38%	114,986.52 114,993.25	90.14 4.60%	103,657.21 1.17	15.67% (11,336.04)	Aaa / AA+ AAA	2.51 2.43
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	60,000.00	01/19/2022 1.53%	57,309.38 58,272.67	89.78 4.61%	53,868.78 93.85	8.16% (4,403.89)	Aaa / AA+ AAA	2.59 2.51
912828R36	US Treasury Note 1.625% Due 05/15/2026	55,000.00	01/19/2022 1.56%	55,154.69 55,102.96	92.27 4.52%	50,748.23 114.15	7.69% (4,354.73)	Aaa / AA+ AAA	2.88 2.75
912828X88	US Treasury Note 2.375% Due 05/15/2027	75,000.00	06/28/2022 3.30%	71,906.25 72,543.76	93.12 4.32%	69,837.90 227.50	10.59% (2,705.86)	Aaa / AA+ AAA	3.88 3.63
TOTAL US Treasury		**455,000.00**	**1.64%**	**452,990.04** **451,644.40**	**4.83%**	**423,766.06** **902.84**	**64.18%** **(27,878.34)**	**Aaa / AA+** **AAA**	**2.27** **2.18**
TOTAL PORTFOLIO		**692,014.40**	**2.71%**	**690,004.44** **688,658.80**	**4.80%**	**660,780.46** **902.84**	**100.00%** **(27,878.34)**	**Aaa / AAA** **AAA**	**1.46** **1.40**
TOTAL MARKET VALUE PLUS ACCRUALS						**661,683.30**			

Holdings Report

As of June 30, 2023

City of Brea Liquidity - Account #11087

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Money Market Fund									
316175884	Fidelity Institutional Money Market Fund 696	54,988.66	06/06/2023 4.72%	54,988.66 54,988.66	1.00 4.72%	54,988.66 0.00	0.69% 0.00	Aaa / AAA NR	0.00 0.00
				54,988.66		**54,988.66**	**0.69%**	**Aaa / AAA**	**0.00**
TOTAL Money Market Fund		**54,988.66**	**4.72%**	**54,988.66**	**4.72%**	**0.00**	**0.00**	**NR**	**0.00**
US Treasury									
912796YH6	US Treasury Bill 5.160% Due 09/07/2023	8,050,000.00	06/07/2023 5.30%	7,945,011.34 7,945,011.34	98.70 5.30%	7,945,011.34 26,535.60	99.31% 0.00	P-1 / A-1+ F-1+	0.19 0.18
				7,945,011.34		**7,945,011.34**	**99.31%**	**Aaa / AAA**	**0.19**
TOTAL US Treasury		**8,050,000.00**	**5.30%**	**7,945,011.34**	**5.30%**	**26,535.60**	**0.00**	**AAA**	**0.18**
				8,000,000.00		**8,000,000.00**	**100.00%**	**Aaa / AAA**	**0.19**
TOTAL PORTFOLIO		**8,104,988.66**	**5.30%**	**8,000,000.00**	**5.30%**	**26,535.60**	**0.00**	**AAA**	**0.18**
TOTAL MARKET VALUE PLUS ACCRUALS						**8,026,535.60**			

Section 5 | Transactions

Transaction Ledger

As of June 30, 2023

City of Brea - Account #120

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/14/2023	3137FCLD4	2,000,000.00	FHLMC K071 A2 3.286% Due: 11/25/2027	96.625	4.07%	1,932,500.00	2,373.22	1,934,873.22	0.00
Purchase	04/25/2023	3137FEZU7	1,200,000.00	FHLMC K076 A2 3.9% Due: 04/25/2028	98.922	4.11%	1,187,062.50	3,120.00	1,190,182.50	0.00
Purchase	05/08/2023	3133EPGW9	1,250,000.00	FFCB Note 3.875% Due: 04/25/2028	101.450	3.55%	1,268,125.00	1,749.13	1,269,874.13	0.00
Purchase	05/23/2023	61747YER2	750,000.00	Morgan Stanley Callable Note Cont 4/20/2027 4.21% Due: 04/20/2028	96.357	5.24%	722,677.50	2,894.38	725,571.88	0.00
Purchase	06/08/2023	3133EPME2	850,000.00	FFCB Note 3.875% Due: 06/08/2028	99.604	3.96%	846,634.00	0.00	846,634.00	0.00
Purchase	06/20/2023	91282CHE4	2,000,000.00	US Treasury Note 3.625% Due: 05/31/2028	98.348	4.00%	1,966,953.13	3,961.75	1,970,914.88	0.00
Subtotal			**8,050,000.00**				**7,923,952.13**	**14,098.48**	**7,938,050.61**	**0.00**
TOTAL ACQUISITIONS			**8,050,000.00**				**7,923,952.13**	**14,098.48**	**7,938,050.61**	**0.00**
DISPOSITIONS										
Sale	04/12/2023	3130AB3H7	500,000.00	FHLB Note 2.375% Due: 03/08/2024	97.825	2.37%	489,125.00	1,121.53	490,246.53	-10,881.53
Sale	04/12/2023	912828B66	1,400,000.00	US Treasury Note 2.75% Due: 02/15/2024	98.398	2.31%	1,377,578.13	5,955.80	1,383,533.93	-27,302.36
Sale	04/21/2023	3130AB3H7	1,000,000.00	FHLB Note 2.375% Due: 03/08/2024	97.821	2.37%	978,210.00	2,836.81	981,046.81	-21,802.71
Sale	05/08/2023	3135G06H1	1,000,000.00	FNMA Note 0.25% Due: 11/27/2023	97.392	0.29%	973,920.00	1,118.06	975,038.06	-25,869.04
Sale	05/23/2023	808513BN4	530,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due: 03/18/2024	95.904	0.77%	508,291.20	717.71	509,008.91	-21,636.26

Transaction Ledger

As of June 30, 2023

City of Brea - Account #120

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	06/08/2023	3135G06H1	610,000.00	FNMA Note 0.25% Due: 11/27/2023	97.606	0.29%	595,396.60	46.60	595,443.20	-14,494.37
Sale	06/16/2023	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due: 06/14/2024	97.591	1.96%	1,463,865.00	239.58	1,464,104.58	-49,098.80
Sale	06/16/2023	91282CBR1	200,000.00	US Treasury Note 0.25% Due: 03/15/2024	96.332	0.33%	192,664.06	126.36	192,790.42	-7,213.50
Sale	06/20/2023	912828X70	75,000.00	US Treasury Note 2% Due: 04/30/2024	97.258	1.92%	72,943.36	207.88	73,151.24	-2,103.17
Subtotal			**6,815,000.00**				**6,651,993.35**	**12,370.33**	**6,664,363.68**	**-180,401.74**
TOTAL DISPOSITIONS			**6,815,000.00**				**6,651,993.35**	**12,370.33**	**6,664,363.68**	**-180,401.74**

Transaction Ledger

As of June 30, 2023

City of Brea Liquidity - Account #11087

March 31, 2023 through June 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	06/08/2023	912796YH6	8,050,000.00	US Treasury Bill 5.16% Due: 09/07/2023	98.696	5.30%	7,945,011.34	0.00	7,945,011.34	0.00
Subtotal			**8,050,000.00**				**7,945,011.34**	**0.00**	**7,945,011.34**	**0.00**
TOTAL ACQUISITIONS			**8,050,000.00**				**7,945,011.34**	**0.00**	**7,945,011.34**	**0.00**

Important Disclosures

As of June 30, 2023

2023 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Benchmark Disclosures

As of June 30, 2023

ICE BofA 3-Month US Treasury Bill Index

The ICE BofA US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date.

0-3 Yr Treasury*

*The ICE BofA Blended 0-3 Year US Treasury Index is a static, internally maintained benchmark comprised of US dollar denominated sovereign debt publicly issued by the US government in its domestic market. Effective 1/1/2001, it consists of the following indices: (30%) ICE BofA US 3-Month Treasury Bill Index, (30%) ICE BofA US 6-Month Treasury Bill Index, (40%) ICE BofA 1-3 Year US Treasury Index. Qualifying securities will include 3 and 6-month Treasury Bills and US Treasury securities that must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, a fixed coupon schedule, and a minimum amount outstanding of $1 billion. Qualifying securities must have at least 18 months to final maturity at the time of issuance. *Prior to 1/1/2001 it consisted of (100%) ICE BofA US 1-Year Treasury Bill Index, G0O3.*

ICE BofA 3-5 Yr US Treasury & Agency Index

The ICE BofA 3-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least three years remaining term to final maturity and less than five years remaining term to final maturity, at least three years to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

ICE BofA 1-5 Yr AAA-A US Corp & Govt Index

The ICE BofA US 1-5 Year AAA-A US Corporate & Government Index tracks the performance of US dollar denominated investment grade debt publicly issued in the US domestic market, including US Treasury, US agency, foreign government, supranational, and corporate securities. Qualifying securities must be issued from US issuers and be rated AAA through A3 (based on an average of Moody's, S&P and Fitch). In addition, qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to final maturity at point of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for US Treasuries and $250 million for all other securities.

Benchmark Disclosures

As of June 30, 2023

ICE BofA 1-5 Yr US Treasury & Agency Index*

The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

The ICE BofA US 1-Year Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, twelve months from the rebalancing date.