



## City Council

### Agenda

Closed Session - 6:00 p.m.

General Session - 7:00 p.m.

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Tuesday, March 4, 2025, 7:00 PM

COUNCIL CHAMBERS

1 Civic Center Circle

Brea, California 92821

**Blair Stewart**, Mayor

**Cecilia Hupp**, Mayor Pro Tem

**Christine Marick**, Council Member

**Marty Simonoff**, Council Member

**Steven Vargas**, Council Member

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

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

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

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

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

### **Special Accommodations**

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

### **Important Notice**

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

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

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### **1A. Call to Order/Roll Call**

## **1B. Public Comment**

**1C. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property: Railroad Corridor Between Palm Street and Berry Channel. City of Brea Negotiators: Public Works Director Michael Ho and Deputy Director of Community Services Sean L. Matlock. Negotiating Party: Union Pacific Railroad Company. Under Negotiation: Price and Terms of Payment.**

**1D. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6. City Representatives: Council Member Marick, Council Member Vargas and Mario Maldonado, Human Resources Manager. Unrepresented Employee: City Manager**

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

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**2A. Call to Order/Roll Call**

**2B. Pledge of Allegiance: Boy Scout Troop 707**

**2C. Invocation: Pastor Darcy Webster, Birch Street Friends Church**

**2D. Community Announcements**

**2E. Matters from the Audience**

**2F. Response to Public Inquiries**

## **3. PUBLIC HEARING**

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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.

### **3A. Zoning Ordinance Text Amendment (ZOTA) No. 2024-01**

- 1. Waive full reading and introduce Ordinance No. 1254 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 2024-01 (Omnibus Zoning Code Update); and
- 2. Approve a California Environmental Quality Act (CEQA) Exemption Determination; and
- 3. Schedule adoption of aforementioned Ordinance at the next regular City Council meeting.
- There is no impact to the General Fund.

## **4. ADMINISTRATIVE ITEMS**

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

**4A. Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.**

- 1. Consideration of a Revised Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal)
- 2. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, adopt a Resolution approving City staff’s recommendation for the proposed solid waste rates for residential, commercial and multi-family customers
- 3. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, adopt a Resolution approving the Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal)
- 4. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, find the Second Amended and Restated Franchise Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA)
- 5. If none of the above Options are approved, provide further direction to City staff.
- Franchise fee payments will depend upon the revenues collected after applying the rate adjustment indexes and the number of active solid waste accounts. The collected franchise fees are deposited into the General Fund (Fund 110).

**5. CONSENT CALENDAR**

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

**5A. February 18, 2025 Regular Meeting Minutes**

- 1. Approve.

**5B. General Plan Annual Progress Report 2024**

- 1. Receive and file the 2024 General Plan and Housing Element Annual Report; and
- 2. Direct staff to submit the Housing Element Annual Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI).
- There is no impact on the General Fund.

**5C. City Disbursement Registers for February 14 and 21, 2025**

- Receive and file.

**6. ADMINISTRATIVE ANNOUNCEMENTS**

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- 6A. City Manager**
- 6B. City Attorney**
- 6C. Council Requests**

**7. COUNCIL ANNOUNCEMENTS**

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## **7A. Council Announcements**

## **8. ADJOURNMENT**

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### **8A. Meeting Adjournment**

*Date Posted: February 27, 2025*





## City Council Regular Meeting Communication

### A. Zoning Ordinance Text Amendment (ZOTA) No. 2024-01

Meeting	Agenda Group
Tuesday, March 4, 2025, 7:00 PM	PUBLIC HEARING Item: 3A.
TO	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council take the following action:

1. Waive full reading and introduce Ordinance No. 1254 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 2024-01 (Omnibus Zoning Code Update) (Attachment A);
2. Approve a California Environmental Quality Act (CEQA) Exemption Determination (Attachment A); and
3. Schedule adoption of aforementioned Ordinance at the next regular City Council meeting.

### **BACKGROUND/DISCUSSION**

Historically, municipal codes require periodic updates to maintain consistency with state laws, improve clarity, and better serve the public. As an effort to improve the readability and relevancy of the Brea City Code ("Code"), the City has implemented an on-going work program in 2023 to continually update the Code on a regular basis. Since the last omnibus update in March 2024, the City continued with the work program and identified several provisions of the Code that require revision due to recent shifts in policy trends, new State laws and new regulations. The primary goals of this omnibus amendment are to ensure consistency with recent state law, and modernization of the Code to align with best planning practices. If approved, the proposed amendments will be included in an omnibus ordinance updating 30 chapters of Titles 18 and 20 of the BCC.

#### Proposed Amendments

The proposed amendments can be categorized into seven topic areas. The following provides an overview of the proposed amendments, divided into the topic areas:

#### **Amendment #1: Mills Act Contract**

The Mills Act Program, enacted in 1972 by State Legislature, was created to encourage the preservation and rehabilitation of historic properties through economic incentives. Although the City established its Mills Act Program in 1999, the guidelines were never codified in the BCC. This amendment seeks to formally codify these guidelines under Chapter 20.60, which would clearly outline eligibility, application processes, and contract terms (i.e. length of the contract, improvement requirements, and penalties for non-compliance).

#### **Amendment #2: Accessory Dwelling Units and SB9 (Two-Unit Development and Urban Lot Split)**

The State has passed several laws since 2016 to facilitate the development of Accessory Dwelling Units (ADUs), including requirements for ministerial approval of qualifying ADUs in single-family zones. In addition, State Legislature passed Senate Bill (SB) 9 in 2021, which mandates local jurisdictions to approve two-unit developments and urban lot splits in these zones. Since the most recent update of the City's ADU and SB 9 regulations (adopted in March 2024), the State passed new legislation affecting ADU and SB 9, necessitating another update to the City's current ADU and SB9 regulations. As such, the proposed amendment would update the Code to comply with recent legislation by increasing the maximum number of detached ADUs allowed on multi-family lots, removing design standards that are no longer permitted by the State law for ADUs and SB 9 projects, and appointing the City Engineer as the approval authority for urban lot split applications.

### **Amendment #3: On-Site Parking Standards**

Parking requirements, including space dimensions, accessibility, and safety standards, need periodic updates to reflect evolving needs. In addition, the City's minimum parking requirements for restaurant uses, in particular, have been found inconsistent with industry standards. The proposed amendment would consolidate the required parking space dimensions in non-residential zones, align ADA standards with State law, update parking lot lighting standards, and revise minimum parking requirements for different types of restaurants to better reflect current industry practice.

### **Amendment #4: Fence and Wall Heights**

Current regulations for measuring fence and wall heights have some ambiguity, especially regarding street-side yards on reversed corner lots. This amendment would clarify that the height of fences and walls will be measured from the finished grade, define finished grade, and establish a consistent standard for all zones. It would also establish consistent the height limits for street-side yards on reversed corner lots to ensure better visibility and aesthetic compatibility with neighboring properties.

### **Amendment #5: Planning Entitlement Types and Processes**

The Code currently does not provide a clear guidance on the applicability of certain planning entitlements, leading to inefficiencies and confusion. This amendment would clarify the procedures for various entitlements, such as Plan Review and Precise Development application process, and specify the authority of the Community Development Director in various administrative processes. It would also refine the provisions for the Certificate of Compatibility and correct an existing error associated with applicability of Minor Conditional Use Permits.

### **Amendment #6: Temporary Use Permits**

Temporary use permits (TUPs) serve as a valuable tool for the business and institutional entities as it allows for these entities to hold special events that could be beneficial to the event organizers and the general public. However, the TUP regulations have not been updated since 1998. As such, this amendment would revise standards applicable to TUP to allow more flexible timelines for certain events, clarify the applicability of TUPs, eliminate existing fee waiver currently allowed for certain applicants, remove outdated standards and improve overall readability and functionality.

### **Amendment #7: Other Updates**

Various sections of the Code require corrections and clarification to improve internal consistency. These updates include minor updates to affordable housing standards, certain land use related provisions, and nonconforming uses and structures provisions. In addition, the proposed amendment includes other minor updates, such as replacing outdated titles, removing redundant review requirements, and correcting grammatical errors and existing inconsistencies.

Overall, these amendments are intended to streamline processes, eliminate outdated provisions, and ensure that the City's code remains up-to-date and aligned with State laws and best practices. If adopted, these changes will enhance the clarity, efficiency, and effectiveness of the Code for both staff and the public.

More detailed analysis of the proposed amendments is provided in the January 28, 2025 Planning Commission staff report (Attachment B). In addition, the redlines associated with above listed amendments, which show deletions in ~~strikethrough~~ and additions in underlines (Redline), can be found in the Exhibit A of the Planning Commission Resolution No. PC 2025-02 (<https://weblink.cityofbrea.net/WebLink/DocView.aspx?id=188612&dbid=0&repo=BREA-DOCS>). The clean version of the proposed amendments, which includes updates to the Redline version of the proposed amendment that were determined by the City Attorney to be not substantial, can be found in the draft Ordinance (Attachment A). A table summarizing the proposed amendments as described in this Section of the report, which also provides specific section numbers of both the Redline and the draft Ordinance that applies to each topic areas, is provided as Attachment C.

#### Environmental Assessment

The proposed project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed amendment to the BCC is exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments are intended to codify the Mills Act Contract guidelines, update and clarify parking standards and requirements, update applicability of planning entitlements including Plan Review, provide consistency with updated SB9 and ADU State laws, update process, time limits, and applicability of Temporary Use Permit, update wall and fence height standards, and clarify certain Zoning ordinance provisions and provide additional clarity, address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency. As such, the proposed amendments will not have a significant effect on the environment. Any future developments would be subject to CEQA review.

#### Public Notice and Comments

This Project was noticed in accordance with the City's public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment D. As of the writing of this report, staff has not received public comments.

### **COMMISSION/COMMITTEE RECOMMENDATION**

On January 28, 2025, the Planning Commission, on 5-0 vote, approved a resolution recommending approval of the Project with a direction for staff to add clarification on what constitutes as landscaping. The draft meeting minutes of January 28, 2025 Planning Commission meeting is Attachment E.

### **FISCAL IMPACT/SUMMARY**

The Project is limited to adoption of an ordinance to amend the BCC; as such, there is no impact to the General Fund.

### **RESPECTFULLY SUBMITTED:**

Prepared by: Esteban Rubiano, Assistant Planner

Concurrence: Jason Killebrew, Interim Assistant City Manager/Community Development Director

Joanne Hwang, AICP, City Planner

**Attachments**

[Attachment A - Draft Ordinance for ZOTA No. 2024-01.pdf](#)

[Attachment B - January 28, 2025 Planning Commission Staff Report.pdf](#)

[Attachment C - Summary of Amendments Table.pdf](#)

[Attachment D - Public Hearing Notice.pdf](#)

[Attachment E - 1.28.2025 Draft PC Minutes.pdf](#)

**ORDINANCE NO. 1254**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA  
AMENDING THE BREA CITY CODE BY ADOPTING ZONING  
ORDINANCE TEXT AMENDMENT NO. ZOTA 2024-01 (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 January 28, 2025, the Planning Commission conducted a duly noticed public hearing concerning Zoning Ordinance Text Amendment ("ZOTA") No. 2024-01 and adopted its Resolution No. 2024-02 recommending approval by the City Council.

(iv) On March 4, 2025, the City Council conducted a duly noticed public hearing concerning ZOTA No. 2024-01, as set forth in this Ordinance. It is the intent of the City Council in adopting this Ordinance to update various Zoning Code provisions, and ancillary Development Code provisions, to: codify Mills Act (Government Code § 50280 et seq.) terms and guidelines; provide consistency with recently enacted State housing laws; update and clarify parking standards and requirements; update fence and wall

standards; update and clarify applicability and process associated with certain planning entitlement applications; update process, time limits, and applicability of Temporary Use Permits; and provide additional clarity, address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency.

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

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

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

**B. ORDINANCE:**

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

**SECTION 2.** Section 18.32.040 (Public Hearing Requirements) of Chapter 18.32 (Tentative Parcel and Tentative Tract Maps) of Division I (Subdivisions) of Title 18 (Subdivisions and Floodplain Management) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**18.32.040 PUBLIC HEARING REQUIREMENTS.**

A. All tentative maps shall be considered at a noticed public hearing before the Planning Commission, as provided in § 18.28.040, except as follows:

1. Tentative parcel map proposed as an urban lot split, as specified in § 20.56.050 and California Government Code § 66411.7, shall be processed ministerially, without a public hearing.

2. Any other tentative parcel or tract maps that are required by an applicable State law to be processed ministerially, shall be processed ministerially without a public hearing.

**SECTION 3.** Section 18.32.050 (Action to be Taken within Time Required by Law) of Chapter 18.32 (Tentative Parcel and Tentative Tract Maps) of Division I (Subdivisions) of Title 18 (Subdivisions and Floodplain Management) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**18.32.050 ACTION TO BE TAKEN WITHIN TIME REQUIRED BY LAW.**

A. The Planning Commission shall take action on tentative parcel or tentative tract maps within the time required by law after filing of a complete application with the Community Development Department. However, if an EIR is prepared, the Planning Commission shall take action on such project within the time required by law concurrently or after certification of the EIR. Action by the Planning Commission shall be final unless appealed:

B. The City Engineer shall approve a tentative parcel or tract map specified in § 18.32.040.A.1 and 2, within the time required by law.

**SECTION 4.** Section 18.32.060 (Appeals Procedures) of Chapter 18.32 (Tentative Parcel and Tentative Tract Maps) of Division I (Subdivisions) of Title 18 (Subdivisions and Floodplain Management) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**18.32.060 APPEALS PROCEDURES.**

A. The subdivider, or any person adversely affected by the decision of the Planning Commission may appeal the Commission's decision within ten (10) days after such decision. Upon filing such appeal, the City Council shall hold a public hearing within thirty (30) days after the filing of such appeal. The City Council shall render its decision on the project within ten (10) days following the hearing.

B. The subdivider, or any person adversely affected by the decision of the City Engineer may appeal the City Engineer's decision within ten (10) days after such decision. Upon filing such appeal, the Community Development Director shall render a decision on the project within thirty (30) days following the submittal of the appeal application.

**SECTION 5.** Section 18.40.020 (Review of Tentative Tract Maps by School Districts) of Chapter 18.40 (Review of Maps by Other Agencies) of Division I (Subdivisions) of Title 18 (Subdivisions and Floodplain Management) of Part II (Development Code) of the Brea City Code is repealed.

**SECTION 6.** Section 18.44.030 (Filing Time) of Chapter 18.44 (Final Maps) of Division I (Subdivisions) of Title 18 (Subdivisions and Floodplain Management) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**18.44.030 FILING TIME.**

A. A final map shall be filed with the City Council. The date of filing shall be the day the City Clerk receives the map.

B. A final map as a result of an urban lot split shall be filed with the City Engineer. The date of filing shall be the day the City Engineer receives the map.

**SECTION 7.** “Landscape Area” of Subdivision (12) (“L” words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00 (General Provisions) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

LANDSCAPE AREA. Part of the property exclusively set aside for, devoted to, or developed and maintained predominantly with living plant materials as defined under the term Landscaping. Landscape area may also include associated non-living ornamental materials including, but not limited to, mulch, fencing, walls or decorative rock, and paved or decorated surfaces, which are suitably designed, selected, installed and maintained as part of the overall landscape design. Landscape Area does not include elements such as driveways, walkways and hardscape area that is not part of the overall landscape design.

**SECTION 8.** “Landscaping” of Subdivision (12) (“L” words, terms and land uses) of Subsection B (Specific definitions) of Section 20.00.070 (Definitions) of Chapter 20.00



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

LANDSCAPING. Living plant materials including native or exotic plant materials including lawn, ground cover, trees, shrubs, and other plant materials. Landscaping may also include synthetic turf and small amounts of accessory decorative outdoor landscape elements (e.g., fountains, decorative rock), all of which are suitably designed, selected, installed, and maintained as part of the overall landscape design to enhance a site.

**SECTION 9.** Subsection A of Section 20.08.030 (Outdoor Living Space) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows.

A. Required outdoor living space may include those portions of the side and rear yards which are contiguous with and designed as an integral part of the common area and are usable. The front yard shall not, however, be considered in calculating required outdoor living space.

1. Single family, detached. The required outdoor living space provided for a detached single family dwelling shall be a single common area with a minimum dimension of fifteen (15) feet at any point.

2. Single family, attached and Multiple family. Not more than fifty percent (50%) of the total required outdoor living space serving a single family, detached or multiple family development shall be provided in a common area with a minimum dimension of twenty-five (25) feet at any point. The remaining outdoor living space requirement may be provided in private spaces on or above ground level (balconies, roof tops). Individual areas shall not be less than one hundred (100) feet in area and the minimum dimension shall not be less than five (5) feet at any point.

**SECTION 10.** Subsection A of Section 20.08.035 (Small Lot Development Standards) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows.

A. Uses expressly prohibited. All uses R-1 (5,000) zone, as set forth in § 20.11 of this title.

**SECTION 11.** Subsection C.2.b of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

b. *Sizes.*

(1) Perpendicular or angular stalls.

(a) *Residential.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 12.** Subsection C.5 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:

5. *Lighting*.

a. All off-street parking areas within commercially zoned projects shall be provided with exterior lighting meeting the following minimums:

(1) The equivalent of one (1) foot candle of illumination shall be maintained on the average throughout the parking area.

(2) All lighting shall be on a time-clock or photo-sensor system.

(3) All lighting shall be designed to confine direct rays to the premises.

b. All off-street parking areas within industrially zoned areas shall meet all standards in paragraph C.5.a. of this section, except that the equivalent of three fourths (0.75) foot candle of illumination shall be maintained on the average throughout the parking area

**SECTION 13.** Subsection D of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows (terms currently listed in the Table under this subsection but not listed below will remain as is):

D. Parking space requirements. All land uses shall provide off-street parking in conformity with the requirements listed in the Table 20.08.040.D under this subsection, unless otherwise modified by the provisions contained herein. The term floor area used in the Table 20.08.040.D under this subsection shall mean gross floor area.

**SECTION 14.** The Residential category of Table 20.08.040.D of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to revise the “Accessory dwelling unit” entry to read as follows:

Table 20.08.040.D	
Residential	
Accessory dwelling unit	<p>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:</p> <ul style="list-style-type: none"><li>- The accessory dwelling unit is located within mile walking distance of, and has a path of travel that is always publicly accessible to, Public Transit. The 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;</li><li>- The accessory dwelling is located within an architecturally and historically significant district;</li><li>- The accessory dwelling is part of the proposed or existing primary residence, or within, or part of, an existing accessory building;</li><li>- When on-street parking permits are required but not offered to the occupant of the accessory dwelling; or</li><li>- When there is a car-share vehicle located within one (1) block of the accessory dwelling unit.</li></ul> <p>Note: (1) When a garage, carport, uncovered parking space, 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, uncovered parking space, or covered parking structure are not required to be replaced.</p>

**SECTION 15.** The Non-Residential category of Table 20.08.040.D of Section 20.08.040 (Off-Street Parking and Loading) of Chapter 20.08 (Development Standards)

of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to revise the “Restaurants, drive-in”, “Restaurants, quick service”, “Restaurants, sit down”, and “Restaurants, specialty” entries to read as follows:

<b>Table 20.08.040.D</b>	
<b>Non-Residential</b>	
Restaurants, drive-in	Minimum of 10 spaces; or 1 space per 150 square feet of floor area. Also subject to the minimum stacking requirements as specified under Drive-Through Facilities requirements.
Restaurants, quick service	<p>- Indoor: Minimum of 5 spaces; or 1 space per 150 square feet of floor area up to 6,000 square feet, plus 1 space per 125 square feet over 6,000 square feet.</p> <p>- 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 requirements, 1 space per 150 square feet of area over 300 square feet or 1 space per 3 seats over 20 seats, whichever is greater.</p> <p>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.</p>
Restaurants, sit down	<p>- Indoor: Minimum of 10 spaces; or 1 space per 100 square feet of floor area up to 6,000 square feet, plus 1 space per 75 square feet over 6,000 square feet, or 1 space per 3 seats, whichever is greater.</p> <p>- 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 100 square feet of area over 300 square feet or 1 space per 3 seats over 20 seats, whichever is greater.</p> <p>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.</p>
Restaurants, specialty	Same requirements as Restaurants, Quick Service

**SECTION 16.** The Non-Residential Uses category of Table 20.11.020.A (Permitted Land Uses Table) of Section 20.11.020 (Land Uses) of Chapter 20.11 (Permitted Land Uses) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to revise the “Catering Services” and “Retail Sales, Warehouse Stores” entries to read as follows:

TABLE 20.11.020.A. PERMITTED LAND USES TABLE

<i>P: Permitted</i> <i>C: Permitted with Conditional Use Permit</i> <i>--: Prohibited</i>				<b>NOTES:</b> <i><sup>1</sup> In HR Zoning district, either an Administrative Hillside Development Permit or a Hillside Development Permit is required, unless specifically exempted. Refer to Section 20.206.040.</i> <i><sup>2</sup> 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.</i>																		
	R1-H	HR <sup>1</sup>	R-1	R-1 (5,000)	R-2	R-3	C-P	C-N	C-C	C-G	C-M	C-RC	M-P	M-1	M-2	MU-I <sup>2</sup>	MU-II <sup>2</sup>	MU-III <sup>2</sup>	PRO- P/R	PRO- NOS	PF	Special Provisions
NON-RESIDENTIAL USES																						
Catering services	-	-	-	-	-	-	-	-	-	-	-	-	C	P	P	-	-	-	-	-	-	
Retail sales, warehouse stores	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-	P	-	-	-	-	

**SECTION 17.** Section 20.24.130 (Termination of Nonconforming Use and Structures) of Chapter 20.24 (Nonconforming Structures and Uses) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.24.130 TERMINATION OF NONCONFORMING USE AND STRUCTURES.**

Nonconforming uses and structures shall be subject to abatement and termination if any of the following occurs:

- A. The nonconforming uses and structures are found to be a public nuisance.
- B. The nonconforming uses and structures are in violation of any applicable law.
- C. The nonconforming uses and structures meet any of the conditions that triggers termination as specified in this chapter.

**SECTION 18.** Chapter 20.24 (Nonconforming Structures and Uses) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Section 20.24.135 as follows:

**20.24.135 NONCONFORMING SIGNS.**

A. Any nonconforming sign that do not conform to provisions of Chapter 20.28 of this title shall be permitted to continue, provided that any structural change or alteration that requires a building permit or other permit is not made to the sign.

1. If any structural change or alteration of any sign that requires a building or other permit is proposed, such request shall be subject to the approval of the Planning Commission, through a conditional use permit proceeding as prescribed in §20.408.030.

a. Findings. In lieu of other conditional use permit findings required by this zoning code, before the approval authority, or City Council on appeal, may approve a conditional use permit for a structural change or alteration of a nonconforming sign, it must make a finding of fact, by resolution, that the evidence presented shows that all of the following conditions exist:

- i. That the proposed modifications to the sign do not increase the height or area of sign copy and bring the sign closer to conformity with the code;
- ii. That the changes proposed improve the aesthetics of the sign; and
- iii. That the granting of the conditional use permit under the conditions imposed, if any, will not be detrimental to the health and safety of the public.



**SECTION 19.** Section 20.28.290 (Nonconformance) 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:

**20.28.290 NONCONFORMANCE.**

Signs which do not conform to the provisions of this chapter shall be subject to § 20.24.135 of this zoning code.

**SECTION 20.** The title of Section 20.28.330 (Multiple Family Residential Zones) 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:

**20.28.330 R-2 AND R-3 MULTIPLE FAMILY RESIDENTIAL ZONES.**

**SECTION 21.** Subsection C.1.a (Development Standards) of Section 20.28.340 (Non-Residential Zones) 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:

a. Development standards.

(1) Maximum sign area. One (1) square foot of sign area per each lineal foot of building frontage or tenant space frontage.

(2) Maximum sign length. Seventy-five percent (75%) of building frontage or seventy-five percent (75%) of tenant space frontage.

(3) Maximum letter height. Twenty-four (24) inches, except for major tenants which letter height shall not exceed five (5) feet.

(4) Maximum number. One (1) sign per building face or tenant space, not to exceed three (3) signs per tenant.

**SECTION 22.** Section 20.40.010 (Purpose) of 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.

**SECTION 23.** Table 20.40.040.A of Section 20.40.040 (Affordable Unit Requirements) of 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:

<b>TABLE 20.40.040.A</b>		
<b>AFFORDABLE UNIT REQUIREMENTS FOR RESIDENTIAL PROJECTS</b>		
<b>Option</b>	<b>Total Percentage of Affordable Units Required (minimum)<sup>1</sup></b>	<b>Minimum Affordability Level of Required Units</b>

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. The affordability level of remaining 3% of the required affordable units are at the developer's discretion.
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. The affordability level of remaining 5% of the required affordable units are at the developer's discretion.
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.
<sup>1</sup> of the total number of units in the residential project.		

**SECTION 24.** Section 20.40.050 (Alternatives) of Chapter 20.40 (Affordable Housing) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**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. The number of required units applicable to the in-lieu fee calculation shall be 5% of the total number of units in the residential project.

3. 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.

4. Fees collected in-lieu of developing affordable units pursuant to this chapter shall be placed in the City's 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 number of units required for the residential project.

3. Offsite affordable units shall be reasonably comparable to the non-affordable units in the residential project with respect to number of bedrooms, square footage, overall unit mix, appearance, finished quality, materials, and distribution.

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, unless an alternative schedule is approved by the city as part of the residential project's entitlement.

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, unless otherwise noted in this subsection.

7. A development agreement is required for all offsite affordable unit construction projects.

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.

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 45 years or until sold or transferred with an equity share for owner-occupied units and 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 § 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.

E. Development Agreement. At the city's discretion, the applicant may enter into a Development Agreement with the city to comply with the intent of this Chapter.

**SECTION 25.** Section 20.40.060 (Incentives) of Chapter 20.40 (Affordable Housing) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.40.060 INCENTIVES.**

A. The applicant may request and the city shall grant the number of incentives identified in Table 20.40.060.A below if a residential project meets the requirements of this chapter by providing on-site affordable units pursuant to

Section 20.40.040.A or by providing off-site affordable units pursuant to Section 20.40.050.B

<b>TABLE 20.40.060.A</b> <b>NUMBER OF INCENTIVES BY LEVEL OF AFFORDABILITY</b>		
<b>Level of Affordability</b>	<b>Number of Affordable Units<sup>1</sup></b>	<b>Number of Incentives</b>
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
<sup>1</sup> 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 Director.

2. If a Residential Project is granted incentives by providing off-site affordable units pursuant to Section 20.40.050.B, the applicant is permitted to utilize the incentives for either the residential project or the offsite construction project, but not both.

**SECTION 26.** Section 20.40.070 (Exemptions) of Chapter 20.40 (Affordable Housing) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

#### 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 original adoption date of this chapter (August 15, 2023).

B. Reconstruction of structures which have been damaged by fire, flood, wind, earthquake, or other unforeseen force, as determined by the 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.

**SECTION 27.** Subsection A.3 of Section 20.40.090 (Affordable Housing Plan and Agreements) of Chapter 20.40 (Affordable Housing) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

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 the 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.

**SECTION 28.** Subsection B.4 of Section 20.40.090 (Affordable Housing Plan and Agreements) of Chapter 20.40 (Affordable Housing) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

4. An affordable housing agreement is not required for a residential development which will comply with the requirements of this chapter through payment of an in-lieu fee.

**SECTION 29.** Section 20.52.020 (Definitions) of Chapter 20.52 (Accessory Dwelling Units) 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:

20.52.020 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply.

ACCESSORY DWELLING UNIT. Same definitions as specified in § 20.00.070.B. of this title.

ACCESSORY DWELLING UNIT, JUNIOR. Also referred to as "Junior Accessory Dwelling Unit" in this chapter. Same definitions as specified in § 20.00.070.B. of this title.

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.

MAJOR TRANSIT STOP OR A HIGH-QUALITY TRANSIT CORRIDOR. A location defined in § 21064.3 of the Cal. Public Resources Code.

SANITATION FACILITY. A room that includes a toilet compartment, sink with hot and cold-water taps, and shower or bathtub."

**SECTION 30.** Subsection B of Section 20.52.040 (Development Standards) of Chapter 20.52 (Accessory Dwelling Units) 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. 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, or attached 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 25% of the existing units, whichever is higher; and
  - b. Up to two detached accessory dwelling units on a lot with a proposed multi-family dwelling; or



c. Up to eight detached accessory dwelling units on a lot with an existing multi-family dwelling, provided that the number of accessory dwellings does not exceed the number of existing units on the lots.

**SECTION 31.** Subsection E of Section 20.52.040 (Development Standards) of Chapter 20.52 (Accessory Dwelling Units) 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:

E. Addressing. Address numbers of all dwelling units on the lot shall be displayed clearly visible from the street or displayed in a building directory.

**SECTION 32.** Subsection K of Section 20.52.040 (Development Standards) of Chapter 20.52 (Accessory Dwelling Units) 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:

K. Any proposed accessory dwelling unit or junior accessory dwelling unit that does not conform to requirements specified in Table 20.52.040.A may be considered by the city through a Certificate of Compatibility process pursuant to § 20.408.050 of this Title.

**SECTION 33.** Subsection A of Section 20.52.050 (Owner Occupancy Requirements) of Chapter 20.52 (Accessory Dwelling Units) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Accessory dwelling units and junior accessory dwelling units shall not be sold or owned separately from the primary dwelling unit, except as otherwise provided in Cal. Gov't Code § 66341. If an accessory dwelling unit is sold or conveyed separately from the primary residence pursuant to Cal. Gov't Code § 66341, it shall comply with the following:

1. Meet all requirements of Cal. Gov't Code § 66341.
2. Comply with all requirements of Subdivision Map Act, if applicable.

3. Provide separate utility connections and separate utility meters.

**SECTION 34.** Subsections C through H of Section 20.56.040 (Two-Unit Developments) of Chapter 20.56 (Two-Unit Developments and Urban Lot Splits) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Addressing. Address number of all dwelling units on the lot shall be displayed clearly visible from the street.

D. Foundation. New dwellings for the purposes of this Section shall be constructed upon a permanent foundation.

E. Code compliance. Two-unit developments 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. 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 permit, 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.

**SECTION 35.** Section 20.56.040 (Two-Unit Developments) of Chapter 20.56 (Two-Unit Developments and Urban Lot Splits) of 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 Subsection I to read as follows:

I. 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.

**SECTION 36.** Subsection J of Section 20.56.050 (Urban Lot Split) of Chapter 20.56 (Two-Unit Developments and Urban Lot Splits) 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:

J. Occupancy. The legal owner of an urban lot split property shall sign an affidavit stating that the owner intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval of the urban lot split.

**SECTION 37.** Section 20.56.050 (Urban Lot Split) of Chapter 20.56 (Two-Unit Developments and Urban Lot Splits) of 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 Subsection K to read as follows:

K. 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 38.** Subsection H of Section 20.60.070 (Preservation Incentives) of Chapter 20.60 (Historic Preservation) 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:

H. Eligibility to apply for Mills Act contracts which can lower property taxes of designated historic resources in accordance with Section 20.60.120 of this Chapter.

**SECTION 39.** Chapter 20.60 (Historic Preservation) of 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 Section 20.20.60.120 (Mills Act Contract) to read as follows:

**20.60.120 MILLS ACT CONTRACT.**

A. Mills Act Contract is a voluntary program and only applicable to properties that are officially listed on the Federal, State and/or the City's historic register. Both owner-occupied and income-producing properties qualify.

B. The Mills Act Contract application requires a recommendation of the Finance Committee and an approval of the City Council at a public hearing. Appropriate fees shall be paid as determined by City Council resolution.

C. General Contract Terms. The general terms of a Mills Act Contract shall include, but not limited to, the following:

1. The Mills Act Contract shall be between the legal property owner(s) and the city.

2. The initial contract term shall be ten (10) years, with automatic annual renewal resulting in a revolving ten (10) year contract.

3. The property owner must annually provide a report to the city that demonstrates compliance with the Mills Act Contract.

4. Either party may file a Notice of Non-Renewal, which allows the Mills Act Contract to become null and void upon expiration of the ten (10) year term in effect at the time the notice is filed.

5. The city shall reserve the right to conduct periodic inspections of the subject property.

6. The Mills Act Contract shall include a ten (10) year preservation and rehabilitation plan, in which each year's improvement(s) must be equal or greater than the estimated property tax savings. All improvements listed in the ten (10) year preservation and rehabilitation plan must be completed according to the schedule unless otherwise permitted by the city, and such improvements must conform with the Secretary of the Interior's Standards for Historic Rehabilitation and California Historical Building Code.

7. The city may cancel the Mills Act Contract if the owner is in non-compliance with the terms of the contract pursuant to the established procedure.

8. If the contract is cancelled for non-compliance, the property owner must pay a cancellation penalty that is equivalent to twelve and one-half (12 ½) percent of the full market value of the property at the time of cancellation.

**SECTION 40.** Section 20.72.020 (Definitions) of Chapter 20.72 (Temporary Use Permits) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.72.020 DEFINITIONS.**

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

CITY. The City of Brea.

CITY CLERK. The City Clerk of the city.

CITY MANAGER. The City Manager of the city or his or her designee.

DIRECTOR. The Director of the Community Development Department or his or her designee.

PERSON. Individuals, partnerships, joint ventures, societies, associations, trustees, trusts, or any corporations, their officers, agents or employees, and any representative thereof.

**SECTION 41.** Section 20.72.040 (Uses Permitted; Time Limits) of Chapter 20.72 (Temporary Use Permits) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.72.040 USES PERMITTED; TIME LIMITS.**

A. The following uses and activities, subject to the time limits referenced herein, shall obtain a temporary use permit prior to conducting the use or activity. The determination as to whether a specific use or activity is included within the classifications of uses and activities listed in this section shall be an administrative function of the Director.

1. Any event open to the public, located within a commercial, industrial, and mixed-use zones and non-residential districts within specific plan areas, involving promotion or sale sponsored by a business, shopping center or organization, or as a fundraiser for a private school or other charitable non-profit organization, which is held outside the confines of a building but on the same property, and which may include, but is not limited to, the outdoor display of merchandise, rides, games, booths or similar amusement devices, whether or not a fee or admission is charged for such event.

B. Time Limits.

1. The following uses and activities shall not exceed four (4) calendar days with no less than thirty 30 calendar days between events at any one (1) location for a given applicant, except a maximum of two additional days may be permitted

for set-up and clean-up. In addition, no business or organization shall be issued more than four (4) temporary use permit in a given calendar year:

- a. Exhibits, demonstrations or sales of goods, equipment, merchandise or services;
- b. Aircraft, helicopter, and aerial hot air balloon and parachutist demonstrations and landings;
- c. Entertainment, dances, musical events, and promotional events;
- d. Halloween haunted houses;
- e. Art and craft shows and exhibits; and
- f. Health and safety services, testing, demonstration or training, unless such events are in response to a public health emergency as declared by a government agency.

2. Patriotic, historic or similar displays or exhibits adjacent to commercial buildings, parking areas, or sidewalks may be approved for a period of time not to exceed fifteen (15) days within any given ninety (90) day period at any one (1) location for a given applicant.

3. Carnivals, circuses, fairs, rodeos, pony riding or similar traveling amusement enterprises may be permitted for not more than seven (7) days, or three (3) weekends of operation, in any one hundred eighty (180) day period at any one (1) location for a given applicant.

4. Christmas tree sales and displays (other than by established retail businesses within the existing building) may be approved during the period commencing November 15 and terminating on December 31 of a given calendar year (these provisions shall be in addition to those requirements for Christmas tree lots as provided in Title 16 of the Municipal Code).

5. Pumpkin sales and displays (other than by established retail businesses within the existing building) may be approved for the period commencing October 1 and terminating November 1 of a given calendar year.

6. Other seasonal sales and displays of seasonal items (other than by established retail businesses within the existing building) may be approved for the period of 45 days of a given calendar year.

7. Other events, as determined appropriate by the Director, may be approved for not more than two (2) days of a given month.

C. Requests for outdoor display of limited merchandise in excess of the time limitations of § 20.72.040.B may be considered by the Planning Commission subject to approval of a Conditional Use Permit, consistent with the processing requirements of § 20.408.030. The intent of this section is to provide for the outdoor display of merchandise, which shall be typically limited to one product type (i.e. plants or books or etc.), where it can be demonstrated that such display can be reasonably integrated into the site and architectural designs at the location, and maintain the city's goals to provide for quality, attractive, commercial development. The following standards shall apply to any such proposed outdoor display:

1. Use of display area. The Planning Commission and/or City Council shall retain the ability to condition the types of merchandise or products on display. Display merchandise and products shall be limited to those normally associated with the primary retail user making application, shall typically be limited to one product type (i.e. plants or books, or etc.), and no outdoor display area shall be subleased or otherwise afforded use by other persons.
2. Location of display area. To be limited to those areas generally adjacent to the front building elevation of the tenant space, which will in no way interfere with automobile circulation and applicable standards. Display areas shall be designed to primarily be viewed from on-site rather than from the public right-of-way.
3. Delineation of display area. The design of the outdoor display area and its physical delineation shall place an emphasis on aesthetic and functional integration into the site and building design. The physical limits of display areas shall be clearly delineated through treatments such as decorative pavement, decorative bollards, landscaped planters, or similar features.
4. Limitation of display fixtures. Any display fixtures (i.e. display racks, tables, etc.) shall be temporary in nature and shall be removed from outdoor display areas when not in use.
5. Maximum length of display area. Not to exceed 50% of building/tenant space width (whichever is less) directly adjacent to the display area. The Planning Commission and/or City Council shall retain the ability to further limit display length on a case by case basis as deemed appropriate.
6. Maximum depth of display area. Not to exceed 15'. The Planning Commission and/or City Council shall retain the ability to further limit display depth on a case by case basis as deemed appropriate.
7. Maximum height of merchandise. Not to exceed 6' from adjacent finished grade. The Planning Commission and/or City Council shall retain the ability to further limit display height on a case by case basis as deemed appropriate.
8. Pedestrian accessibility. All outdoor display areas shall be designed in a manner to allow free pedestrian movement within and around their vicinity. All rules and regulations of the Americans with Disabilities Act and any other applicable regulations shall be observed.
9. Permit revocation for non-compliance. Compliance with all conditions of approval imposed by the Planning Commission and/or City Council shall be observed. Any observed violation of conditions of approval shall constitute grounds to initiate permit revocation proceedings as provided for within § 20.412.020 of this Zoning Code.
10. Plan submittal. Detailed site, building elevation, floor, display fixtures (i.e. display racks, tables, etc.) and any other plans and materials as deemed necessary by the City Planner, to illustrate compliance with the outdoor display standards shall be provided at the time of Temporary Use Permit application.

**SECTION 42.** Section 20.72.050 (Application; Contents; Fees) of Chapter 20.72 (Temporary Use Permits) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.72.050 APPLICATION; CONTENTS; FEES.**

A. An application for a temporary use permit, on forms available from the Director, shall be submitted to the Director a minimum of forty-five (45) days prior to the proposed date of the temporary use or activity. The application shall be signed and verified by the applicant and shall contain, at minimum, the information as set forth in this section.

B. Each application for a temporary use permit shall contain, at minimum, the following information:

1. The name, permanent street address and signature of the applicant;
2. If the applicant is a corporation, the name and principal address of the applicant shall be as shown in the most recent statement of investment group and shall be signed by a duly authorized representative of the corporation;
3. The full name and address of the property owner where the temporary use or activity is to take place and a signed affidavit from the property owner granting permission for the proposed use on the property in question and for the dates requested;
4. The name, address and twenty-four (24) hour phone number of at least two (2) persons to be contacted in the event of emergency conditions at the temporary use or activity;
5. The exact location, including street name, of the property proposed to be used for the temporary use or activity;
6. A detailed description of the proposed temporary use or activity;
7. The proposed dates and hours of operation; and
8. A site plan or drawing depicting the use or activity, including the placement of all signs and banners, the location of all temporary materials, tents, generators, temporary sanitary facilities, lighting, etc.

C. The application shall be submitted together with the appropriate fee, as set forth by resolution of the City Council, to cover the administrative costs of processing the application.

**SECTION 43.** Section 20.72.080 (Action by Development Services Director) of Chapter 20.72 (Temporary Use Permits) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:



20.72.080 ACTION BY COMMUNITY DEVELOPMENT DIRECTOR; FINDINGS.

A. The Director, within ten (10) business days of determining the application complete, shall approve, conditionally approve, or deny the temporary use application.

B. No temporary permit shall be approved unless the Director finds that the use or activity, together with any and all conditions imposed thereon, meets all of the following criteria:

1. The temporary use or activity is in harmony with the various elements and objectives of the general plan of the city;

2. The temporary use or activity complies with all applicable standards of this Zoning Code with respect to the location of the proposed activity; and

3. The temporary use or activity will not be injurious or detrimental to persons or properties adjacent to or in vicinity of the proposed location of the activity.

4. Provisions for adequate traffic circulation, off-street parking and pedestrian safety have been provided and will be maintained during the operation of the use or activity.

C. The Director may impose such terms, conditions and restrictions upon the operation or conduct of the use or activity as may be deemed necessary or expedient to protect the public peace, health, safety, morals or welfare of the citizens of the city.

D. Upon the decision with respect to the application, the Director shall notify the applicant as to whether the permit has been granted or denied. The notice shall inform the applicant of the right to appeal the decision of the Director to the Planning Commission as provided in this chapter. Additionally, if the Director should deny the application, the notice shall specify those reasons why the permit has been denied.

E. The Director may, in those cases where it is deemed that the public interest will be best served, refer the approval of the temporary use permit directly to the Planning Commission for hearing thereon without taking further action.

F. All decisions of the Director with respect to the temporary use permit application shall be final unless appealed to the Planning Commission as provided in this chapter.

**SECTION 44.** Subsection C of Section 20.72.090 (Appeal to the Planning Commission) of Chapter 20.72 (Temporary Use Permits) of Division I (General Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. The appeal request shall be accompanied by a non-refundable appeal fee in an amount to be set by resolution by the City Council. Upon receipt of the

appeals request, the Director shall set the matter for hearing at a regular meeting of the Planning Commission no later than thirty (30) days following the date the appeal request was filed. Notice of the time and place of the hearing shall be mailed to the applicant, no later than ten (10) days prior to the date set for hearing. Such notice may also designate certain records that the applicant is required to produce at the time of the hearing.

**SECTION 45.** Subsection B of Section 20.72.110 (Revocation) of Chapter 20.72 (Temporary Use Permits) 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. A notice of revocation shall be mailed to the permittee stating the grounds for the revocation and providing a date within thirty (30) days of the mailing of such notice for a public hearing before the Planning Commission. Upon the conclusion of the public hearing the Planning Commission may, by resolution with findings, revoke or modify the permit and the decision of the Planning Commission shall be final unless appealed to the City Council.

**SECTION 46.** The title 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:

CHAPTER 20.200: R1-H SINGLE FAMILY RESIDENTIAL - HILLSIDE ZONE.

**SECTION 47.** Subsection K of Section 20.200.040 (Property Development Standards) of Chapter 20.200 (R1-H 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:

K. Exemption from property development standards. If a dwelling unit, or appurtenant structure, in existence at the time of the effective date of this chapter, is partially or totally damaged or destroyed by wind, fire, flood, explosion, act of God or any other occurrence, then, in that event, such dwelling unit or appurtenant structure may be reconstructed without compliance with the property development standards set forth in § 20.200.040 of this title; provided, however, that any such reconstruction of an existing dwelling unit or appurtenant structure shall be in substantial conformity with the original dwelling unit or appurtenant structure including, but not limited to, such matters as type of structure, square footage,

number of stories and elevations. Any such reconstruction shall commence only subsequent to the approval of a plan review as required under § 20.408.040 of this title and, any such reconstruction shall comply with all Building, Electrical, Fire, Mechanical and/or Plumbing Codes in effect at the time of the filing of the application for such application. No plan review application fee shall be required for construction under this paragraph. Then applicable building permit fees shall be paid.

**SECTION 48.** Section 20.200.050 (Plan Review) of Chapter 20.200 (R1-H 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:

**20.200.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the R1-H Zone that are listed in § 20.208.040.B.

**SECTION 49.** Subsection E.1 of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential) 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. 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 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 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 such 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 such 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, provided 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 such 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.

g. All unimproved and/or unpaved portions of the entire front yard shall be improved and maintained with appropriate landscaping in a healthy and vigorous condition and/or synthetic turf.

**SECTION 50.** Subsection F.1 of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential) 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. Each lot shall contain a usable area of not less than one thousand (1,000) square feet for outdoor living. The minimum dimension shall be not less than fifteen (15) feet. Where contiguous to a side or rear yard, such yards may be included as part of the minimum. Slopes with a grade in excess of ten percent (10%) may not be included as satisfying this requirement.

**SECTION 51.** Subsection G of Section 20.208.040 (Property Development Standards) of Chapter 20.208 (R-1 Single Family Residential) 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:

G. Walls, fences, and landscaping.

1. Fences and walls and hedges shall not exceed seven (7) feet above the finished grade immediately adjacent to the base of the fence with the following exceptions:

- a. Solid fences, walls and hedges in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of thirty-six (36) inches.

- b. Open work fences (not less than ninety percent (90%) open) in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of four and one-half (4½) feet.

- c. 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, and maintained.

- d. The provisions of § 20.08.060 of this title pertaining to corner cut-off areas shall apply.

- e. Fences and walls shall be located a minimum of six (6) inches from any property line which is adjacent to a public right-of-way.

2. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

**SECTION 52.** Section 20.208.050 (Plan Review) of Chapter 20.208 (R-1 Single Family Residential) 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:

20.208.050 PLAN REVIEW.

The provisions of § 20.408.040 of this title shall apply to all developments in the R-1 Zone that are listed in § 20.408.040.B.

**SECTION 53.** Subsection E.1 of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 5000 Single Family Residential) 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. Front yard.
  - a. A minimum fifteen (15) foot front yard shall be required.
  - b. The entire front yard shall be maintained as required in § 20.208.040.E.1.b. and c. of this title.
  - c. Where the entire block frontage is designed and developed as a neighborhood unit, the front yard setback may vary, provided, however, the average minimum front yard shall be not less than fifteen (15) feet and no front yard shall be reduced to less than ten (10) feet.
  - d. Notwithstanding other requirements herein, all garages with vehicle entrances facing a street shall set back not less than twenty-three (23) feet from the front property line. A carport with a vehicle entrance facing a street and not screened from any point on the public right-of-way line which abuts the property upon which such carport is located shall be prohibited.
  - e. Front yards on the turn-around end of a cul-de-sac street may be reduced to not less than ten (10) feet.
  - f. All unimproved and/or unpaved portions of the entire front yard shall be improved and maintained with appropriate landscaping in a healthy and vigorous condition and/or synthetic turf.

**SECTION 54.** Subsection G of Section 20.212.040 (Property Development Standards) of Chapter 20.212 (R-1 5000 Single Family Residential) 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:

G. Walls, fences and landscaping.

1. Fences and walls and hedges shall not exceed seven (7) feet above the finished grade immediately adjacent to the base of the fence with the following exceptions:

a. Solid fences, walls and hedges in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of thirty-six (36) inches.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of four and one-half (4½) feet.

c. 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, and maintained.

d. The provisions of § 20.08.060 of this title pertaining to corner cut-off areas shall apply.

e. Fences and walls shall be located a minimum of six (6) inches from any property line which is adjacent to a public right-of-way.

f. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

**SECTION 55.** Section 20.212.050 (Plan Review) of Chapter 20.212 (R-1 5000 Single Family Residential) 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:

20.212.050 PLAN REVIEW.

The provisions of § 20.408.040 of this title shall apply to all developments in the R-1 (5,000) Zone that are listed in § 20.408.040.B.

**SECTION 56.** Subsection E.1 of Section 20.216.040 (Property Development Standards) of Chapter 20.216 (R-2 Multiple Family Residential) 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. Front yard.

a. A minimum twenty-three (23) foot front yard shall be required; except that a lot approved for single family residential use, only, either by subdivision or lot split, with a minimum area of less than nine thousand (9,000) square feet, may have a minimum front yard of fifteen (15) feet.

b. The entire front yard area shall be maintained as required in § 20.208.040.E.1.b. of this title.

c. Recreational vehicles, as defined in § 20.00.070.B. of this title, may be located within front yard setback areas twice per calendar month for a continuous period of time not to exceed forty-eight (48) hours for housekeeping and loading purposes only.

d. All unimproved and/or unpaved portions of the entire front yard shall be improved and maintained with appropriate landscaping in a healthy and vigorous condition and/or synthetic turf.

**SECTION 57.** Subsection G of Section 20.216.040 (Property Development Standards) of Chapter 20.216 (R-2 Multiple Family Residential) 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:

G. Walls, fences, and landscaping. Fences and walls and solid hedges shall not exceed seven (7) feet above the finished grade immediately adjacent to the base of the fence with the following exceptions:

1. Solid fences, walls, and hedges in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of thirty-six (36) inches.

2. Open work fences (not less than ninety percent (90%) open) in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of four and one-half (4½) feet.

3. Fences and walls shall be located a minimum of six (6) inches from any property line which is adjacent to a public right-of-way.

4. The provisions of § 20.08.060 of this title pertaining to corner cut-off areas shall apply.

5. 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, and maintained.

6. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

**SECTION 58.** Section 20.216.050 (Plan Review) of Chapter 20.216 (R-2 Multiple Family Residential) 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:

**20.216.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the R-2 Zone that are listed in § 20.408.040.B.

**SECTION 59.** Section 20.220.010 (Intent and Purpose) 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:

**20.220.010 INTENT AND PURPOSE.**

The R-3, Multiple Family Residential Zone is established to provide for the development of high density, multiple family housing, such as condominiums and apartments.”

**SECTION 60.** Section 20.220.050 (Plan Review) 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:

**20.220.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the R-3 Zone that are listed in § 20.408.040.B.

**SECTION 61.** 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:

**20.220.040 PROPERTY DEVELOPMENT STANDARDS.**

The following property development standards shall apply to all land and buildings in the R-3 Zones:

**A. Lot area, width and depth.**

1. Area. The minimum lot area shall be ten thousand (10,000) square feet in an R-3 Zone.

2. Width. The minimum average lot width shall be seventy-five (75) feet on an interior lot and eighty-five (85) feet on a corner lot in an R-3 Zone.

3. Depth. The minimum average lot depth shall be one hundred twenty (120) feet in an R-3 Zone.

**B. Dwelling unit density.** The minimum land area for each dwelling unit on a lot in the R-3 Zone shall be one thousand seven hundred fifty (1,750) square feet.

**C. Building height.**

1. Except as provided herein, buildings and structures in the R-3 Zone shall have maximum heights as follows:

a. Thirty-five (35) feet when located on a lot that is within one hundred (100) feet from any land zoned R-1, R1-H, R-1 (5,000), R-2 or HR.

b. Fifty (50) feet when located on a lot that is more than one hundred (100) feet but less than two hundred (200) feet, from any land zoned R-1, R1-H, R-1 (5,000), R-2, or HR.

c. Seventy-five (75) feet when located on a lot that is more than two hundred (200) feet from any land zoned R-1, R1-H, R-1 (5,000), R-2 or HR.

2. The following structures may be permitted above the maximum height limits required herein:

a. Chimneys.

b. Domestic radio and television masts.

c. Fire and parapet walls.

d. Roof structures for the housing of air conditioners, elevators, stairways, tanks, ventilating fans, and similar equipment.

e. Skylights.

3. No structure shall be permitted above the height limits for the purpose of providing additional living area or floor space

D. Yards.

1. Front yard.

a. Except as provided herein, there shall be a minimum front yard of not less than fifteen (15) feet on lots in the R-3 Zone.

b. The entire front yard shall be maintained as required in § 20.208.040.E.1.b. of this title.

c. Recreational vehicles, as defined in § 20.00.070.B. of this title, may be located within front yard setback areas twice per calendar month for a continuous period of time not to exceed forty-eight (48) hours for housekeeping and loading purposes only.

d. Where an entire block frontage is designed and developed as a neighborhood unit, the front yards may vary, provided that an average of not less than fifteen (15) feet is maintained. However, no front yard shall be less than ten (10) feet.

e. Front yards on the turn around end of a cul-de-sac street may be reduced to not less than ten (10) feet.

f. Notwithstanding other requirements herein, all garages with vehicle entrances facing a street shall set back not less than twenty-three (23) feet from the front 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 such carport is located shall be prohibited.

g. All unimproved and/or unpaved portions of the entire front yard shall be improved and maintained with appropriate landscaping in a healthy and vigorous condition and/or synthetic turf.

2. Side yards.

a. Except as provided herein, there shall be minimum side yard of not less than five (5) feet from the side property line on interior lots and from the interior side lot lines on corner lots in the R-3 Zone.

b. The minimum side yard from the street side property line shall be not less than ten (10) feet on a corner lot.

c. Except as provided herein, side yards adjacent to buildings or structures more than twenty (20) feet in height shall be increased two and one-half (2½) feet for each additional fifteen (15) feet in height; provided however, the total side yard need not be more than ten (10) feet in width.

d. Where any dwelling or group of dwellings face a common property line, the side yard shall be not less than ten (10) feet plus a distance of one-half (½) the height of the dwelling or fifteen (15) feet, whichever is greater.

e. All side yard widths shall be measured from the eave line.

f. 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 such carport is located shall be prohibited.

g. 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).

### 3. Rear yard.

a. Except as provided herein, there shall be a minimum rear yard for main building of not less than fifteen (15) feet on lots in the R-3 Zone.

b. Except as provided herein, a rear yard adjacent to a building more than thirty-five (35) feet in height shall be increased five (5) feet in width for each additional fifteen (15) feet in height.

c. Detached accessory buildings not more than fifteen (15) feet in height may be permitted in the required rear yard, provided they are located not less than five (5) feet from the eave line to a property line.

d. Where access to a garage or carport is provided from an 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, a 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 line which abuts the property upon which such carport is located shall be prohibited.

e. 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. Projections into required yards. Except as provided herein, the provisions of § 20.08.020 of this title shall apply to projections into the required front, side, and rear yards

### E. Outdoor living space.

1. Each in the R-3 Zone shall contain not less than two hundred (200) square feet of outdoor living area for each dwelling unit located thereon.

2. Outdoor living area shall be subject to the provisions of § 20.08.030 of this title.

F. Fences, walls, and landscaping. Fences and walls and solid hedges shall not exceed seven (7) feet above the finished grade immediately adjacent to the base of the fence with the following exceptions:

1. Solid fences, walls, and hedges in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of thirty-six (36) inches.

2. Open work fences (not less than ninety percent (90%) open) in a required front yard or within 10 feet of the property line along the street side of a reversed corner lot shall not exceed a height of four and one-half (4½) feet.

3. Fences and walls shall be located a minimum of six (6) inches from any property line which is adjacent to a public right-of-way.

4. The provisions of § 20.08.060 of this title pertaining to corner cut-off areas shall apply.

5. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

G. Distance between buildings. The following minimum distances between exterior walls of buildings and structures on a lot in the R-3 Zone shall apply:

1. One-half (½) the combined height of the walls of buildings or structures which do not form a court, or fifteen (15) feet, whichever is greater.

2. One-half (½) the combined height of the walls of buildings or structures which form a court plus fifteen (15) feet.

3. In no instance shall the eaves between buildings be closer than ten (10) feet.

H. Building area. The minimum living area for a dwelling unit on a lot in the R-3 Zone, 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.

I. Lot coverage. Not more than sixty percent (60%) of a lot in the R-3 Zone shall be covered by buildings and structures. A minimum of twenty-five percent (25%) of the required uncovered lot area shall be provided in one (1) contiguous location and shall be kept free and clear of any building and structural intrusions or any other intrusions that would inhibit the development of such area of uninterrupted usable, open green space.

J. Off-street parking. The provisions of § 20.08.040 of this title shall apply.

K. Signs. Signs permitted in the R-3 Zone shall be subject to the provisions of Chapter 20.28 of this title.

L. Lighting. All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises.

**SECTION 62.** Section 20.224.040 (Property Development Standards) 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:

**20.224.040 PROPERTY DEVELOPMENT STANDARDS.**

The following property development standards shall apply to all land and buildings in the C-P Zone:

- A. Lot area. No requirements.
- B. Lot dimensions. No requirements.
- C. Building height.

1. Buildings and structures erected in the C-P Zone shall have a height no greater than thirty (30) feet.

2. Structures permitted above height limit. Roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the buildings and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, wireless and television masts, water tanks, or similar structures may be erected above the maximum height permitted in each zone. No structure shall be allowed for purposes of providing additional floor space.

- D. Yards.

1. Front yards and side yards on the street side of a corner or reversed corner lot shall not be less than fifteen (15) feet and shall not be used for off-street parking. If the required yard is across a local street from any residential zone, a wall not less than thirty (30) inches nor more than six (6) feet in height shall be erected on the building (setback) line where there is no building on such line and where parking is provided to the rear of such line.

2. Where the C-P Zone abuts any residential zone, there shall be a yard abutting the zone boundary of not less than ten (10) feet plus an additional one (1) foot of setback shall be required for each additional one (1) foot of building height in excess of ten (10) feet. Such required yard may be used for parking, loading and access. A solid wall not less than six (6) feet nor more than seven (7) feet in height shall be erected on the zone boundary line, to within fifteen (15) feet of any street property line.

- E. Fences, walls and landscaping and property maintenance.

- 1. Required walls.

a. Walls along common property lines shall be erected as required in paragraph D. above.

b. Required walls six (6) feet or more in height shall be constructed of masonry material.

c. Required walls less than six (6) feet in height may be constructed of other permanent material not including wood or corrugated sheet material.

2. Permitted fences and walls. Fences and walls not to exceed seven (7) feet in height shall be permitted within any required side or rear yard area or along any common property line with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty-six (36) inches within the front yard or side yard on the street side of a corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

4. Landscaping. The provisions of § 20.236.040.M. of C-G Zone shall apply.

5. Property maintenance. The provisions of § 20.236.040.M. of C-G Zone shall apply.

F. Distance between buildings. No requirements.

G. Site Coverage. The site coverage of main building(s) shall not exceed fifty percent (50%) of the total lot area.

1. All loading spaces shall be located behind either masonry walls not less than six (6) feet in height, or buildings so that they will not be visible from any abutting street.

2. The provisions of § 20.08.040 of this title shall apply.

H. Floor Area Ratio. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

I. Off-street parking and loading.

J. Access. Access to all off-street parking and loading areas shall conform with requirements of the City Engineer, and shall be subject to modification by the Planning Commission upon review of the site plans.

K. Signs. The provisions of Chapter 20.28 of this title shall apply.

**SECTION 63.** Section 20.224.060 (Plan Review) 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:

20.224.060 PLAN REVIEW.

The provisions of § 20.408.040 of this title shall apply to all developments in the C-P Zone that are listed in § 20.408.040.B.

**SECTION 64.** Section 20.228.040 (Property Development Standards) 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:

20.228.040 PROPERTY DEVELOPMENT STANDARDS.

The following property development standards shall apply to all land and buildings in the C-N Zone:

A. Lot area.

1. Minimum area. The site shall not be less than three (3) acres.
2. Maximum area. The site for any shopping center shall not exceed eight (8) acres.

B. Lot dimensions. The width of the site shall not exceed a ratio of two (2) feet for each foot of depth.

C. Building height.

1. Buildings and structures erected in the C-N Zone shall have a height no greater than thirty (30) feet.
2. Structures permitted above height limit. Roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the buildings and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, wireless and television masts, water tanks, or similar structures may be erected above the maximum height permitted in each zone. No structure shall be allowed for purposes of providing additional floor space.

D. Yards and setbacks.



1. Front yards and side yards on the street side of a corner and reversed corner lot shall not be less than fifteen (15) feet and shall not be used for off-street parking. A wall not less than thirty (30) inches nor more than six (6) feet in height shall be erected on the building (setback) line, where there is no building on such line and where parking and loading is provided to the rear of such line.

2. Buildings and structures shall be located not less than forty (40) feet from any property line adjacent to any residential zone. The intervening space may be used for parking, loading and access. A solid wall not less than six (6) feet nor more than seven (7) feet in height shall be erected on the zone boundary line to within fifteen (15) feet of any street lot line.

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.

b. Required walls six (6) feet or more in height shall be constructed of masonry material.

c. Required walls less than six (6) feet in height may be constructed of other permanent material not including wood or corrugated sheet material.

2. Permitted fences and walls. Fences and walls not to exceed seven (7) feet in height shall be permitted within any required side or rear yard area or along any common property line with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty-six (36) inches within the front yard or side yard on the street side of a corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

4. Landscaping. The provisions of § 20.236.040.M. of C-G Zone shall apply.

5. Property maintenance. The provisions of § 20.236.040.M. of C-G Zone shall apply.

F. Distance between buildings. No requirements.

G. Site Coverage. The site coverage of main building(s) shall not exceed thirty percent (30%) of the total lot area.

H. Floor Area Ratio. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

I. Off-street parking and loading. The provisions of § 20.08.040 of this title shall apply.

J. Access. Access to all off-street parking and loading area shall conform with requirements of the City Engineer, and shall be subject to modification by the Planning Commission upon review of the site plans.

K. Signs. The provisions of Chapter 20.28 of this title shall apply.

**SECTION 65.** Section 20.228.060 (Plan Review) 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:

**20.228.060 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the C-N Zone that are listed in § 20.408.040.B.

**SECTION 66.** Section 20.232.030 (Property Development Standards) 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:

**20.232.030 PROPERTY DEVELOPMENT STANDARDS.**

The following property development standards shall apply to all land and buildings in the C-C Zone:

**A. Zone area.**

1. Minimum area. Any area to which this zoning is applied shall not be less than ten (10) acres.

B. Lot dimensions. The width of the site shall not exceed a ratio of two (2) feet for each foot of depth.

C. Building height.

1. Buildings and structures erected in the C-C Zone shall have a height no greater than seventy-five (75) feet.

2. Structures permitted above height limit. Roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the buildings and fire or parapet walls, skylights, towers, steeples, flagpoles, chimneys, wireless and television masts, water tanks, or similar structures may be erected above the maximum height permitted in each zone. No structure shall be allowed for purposes of providing additional floor space.

D. Yards and setbacks.

1. All yards and setbacks shall be subject to review and approval by the Planning Commission at the time of site plan review pursuant to § 20.408.040 of this title. In no instance, however, shall any building, main or accessory, be located within one hundred (100) feet of any property line which abuts any residential zone.

2. The Planning Commission may require, through the site plan review procedure, permanent masonry walls and landscaping which is deemed necessary to protect adjacent residential zones and/or to improve the visual quality of the commercial complex as viewed from any abutting street.

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.

b. Required walls six (6) feet or more in height shall be constructed of masonry material.

c. Required walls less than six (6) feet in height may be constructed of other permanent material not including wood or corrugated sheet material.

2. Permitted fences and walls. Fences and walls not to exceed seven (7) feet in height shall be permitted within any required side or rear yard area or along any common property line with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty-six (36) inches within any required street setback yard area.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

4. Landscaping. The provisions of § 20.236.040.M. of C-G Zone shall apply.

5. Property maintenance. The provisions of § 20.236.040.M. of C-G Zone shall apply.

F. Distance between buildings. No requirements.

G. Off-street parking and loading. The provisions of § 20.08.040 of this title shall apply.

H. Access. Access to all off-street parking and loading areas shall conform with requirements of the City Engineer, and shall be subject to modifications by the Planning Commission upon review of the site plans.

I. Signs. The provisions of Chapter 20.28 of this title shall apply.

J. Floor Area Ratio. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

**SECTION 67.** Section 20.232.050 (Plan Review) 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:

**20.232.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the C-C Zone that are listed in § 20.408.040.B.

**SECTION 68.** Subsection E of Section 20.236.040 (Property Development Standards) 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 and fences.

1. Required walls.

a. Walls along common property lines shall be erected as required in paragraph D. above.

b. Walls or fences of sheet or corrugated iron, steel, aluminum, asbestos, or security chain-link fencing are specifically prohibited, except that security chain-link fencing may be permitted when combined with redwood battens or a similar aesthetic treatment.

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 with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty-six (36) inches within the front yard or side yard on the street side of a corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

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.

**SECTION 69.** Subsection G of Section 20.236.040 (Property Development Standards.) 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:

G. Building site coverage and floor area ratio.

1. The maximum building site coverage shall be fifty percent (50%) of the net area of the site.

2. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

**SECTION 70.** Section 20.236.050 (Plan Review.) 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:

20.232.050 PLAN REVIEW.

The provisions of § 20.408.040 of this title shall apply to all developments in the C-G Zone that are listed in § 20.408.040.B.

**SECTION 71.** Subsection D of Section 20.240.060 (Property Development Standards) 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:

D. Walls, fences, landscaping and property maintenance.

1. Required walls.

a. Walls along setback lines and along the common property lines shall be erected as required in § 20.248.040.D. and E. of this title.

b. Required walls six (6) feet or more in height shall be constructed of masonry material.

c. Required walls less than six (6) feet in height may be constructed of other permanent material not including wood or corrugated sheet metal.

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 along any common property line with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty (36) inches within the front yard or side yard on the street side of a corner or reverse corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall

be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

**SECTION 72.** Subsection F of Section 20.240.060 (Property Development Standards) 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:

F. Building site coverage and floor area ratio.

1. Lot area coverage by buildings or structures shall not exceed fifty percent (50%) of the total lot area.
2. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

**SECTION 73.** Section 20.240.080 (Plan Review) 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:

**20.240.080 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the C-M (Commercial/Industrial) Zone that are listed in § 20.408.040.B. Additionally, all property zoned C-M and located within three hundred (300) feet of any "R" (residentially) zoned property and/or any residential neighborhood with more than 20 parcels shall not be developed except upon the previous approval of a conditional use permit pursuant to § 20.408.030 of this title.

**SECTION 74.** Subsection E of Section 20.244.040 (Property Development Standards) 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:

E. Walls, fences, landscaping and property maintenance.

1. Required walls. The Commission may require a six (6) foot masonry wall along any property line which abuts any residential zone as a condition of the plan

review where such wall is deemed necessary and practical to protect these abutting areas.

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 with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty (36) inches within the front yard or side yard on the street side of a corner or reversed corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

**SECTION 75.** Subsection G of Section 20.244.040 (Property Development Standards) 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:

**20.244.040 PROPERTY DEVELOPMENT STANDARDS.**

G. Floor area ratio. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

**SECTION 76.** Section 20.244.050 (Plan Review) 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:

**20.244.050 PLAN REVIEW.**



The provisions of § 20.408.040 of this title shall apply to all developments in the C-RC Zone that are listed in § 20.408.040.B.

**SECTION 77.** Subsection E of Section 20.248.040 (Property Development Standards) 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:

**20.248.040 PROPERTY DEVELOPMENT STANDARDS.**

E. Walls, fences, landscaping and property maintenance. The provisions of § 20.252.040.E of the M-1 Zone shall apply.

**SECTION 78.** Subsection G of Section 20.248.040 (Property Development Standards) 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:

G. Building site coverage and floor area ratio.

1. Lot area coverage by buildings or structures shall not exceed fifty percent (50%) of the total lot area.

2. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site.

**SECTION 79.** Section 20.248.050 (Plan Review) 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:

**20.248.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the M-P Zone that are listed in § 20.408.040.B. Additionally, all property zoned M-P and located within three hundred (300) feet of any "R" (Residentially) zoned

property and/or any residential neighborhood with more than 20 parcels shall not be developed except upon the previous approval of a conditional use permit pursuant to § 20.408.030 of this title.

**SECTION 80.** 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:

**20.252.040 PROPERTY DEVELOPMENT STANDARDS.**

The property development standards shall apply to all land and buildings in the M-1 Zone.

A. Lot area. Each lot shall have a minimum area of six thousand (6,000) square feet.

B. Lot dimensions.

1. Width. Each lot shall have a minimum width of sixty (60) feet, except that were adjacent to a residential zone, school or park, the width shall be not less than one hundred sixty (160) feet.

2. Depth. Each lot shall have a minimum depth of one hundred (100) feet, except where adjacent to a residential zone, school or park, in which case the minimum depth shall be two hundred (200) feet.

C. Building height.

1. Buildings and structures erected in the M-1 Zone shall have a height no greater than sixty (60) feet.

2. Structures permitted above height limit. Roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the buildings and fire or parapet walls, skylights, towers, steeples, smoke stacks, flagpoles, chimneys, wireless and television masts, water tanks, or similar structures may be erected above the maximum height permitted in each zone. No structure shall be allowed for purposes of providing additional floor space.

D. Yards.

1. Where the M-1 Zone fronts, sides, or rears on any arterial street, or a local street which is a boundary with a residential zone, there shall be a yard abutting such arterial street or local street of not less than fifty (50) feet. The twenty (20) feet nearest the street shall be landscaped and maintained. The remainder may be used for parking.

2. Where the M-1 Zone fronts, sides or rears on a local street which is not a boundary with a residential zone, there shall be a yard of not less than ten (10) feet abutting such street.

3. No side or rear yards required except where adjoining a residential zone, the side and rear yard(s) shall be a minimum of one hundred (100) feet. Such yards may be used for parking, loading, and accessways. A solid masonry wall not less than seven (7) feet in height shall be installed along the property line abutting the residential zone.

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.

5. All yards between the public street curbing and the property line are to be landscaped and maintained with active ground cover, such as green grass, dichondra, ivy, shrubs and/or trees.

6. All unpaved or undeveloped areas of a site for which a development application has not been submitted, shall be planted with a ground cover and/or shrub material as a condition of project approval. Undeveloped areas which are proposed for future expansion shall be kept in a weed free condition.

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, such walls shall be reduced to a height of thirty-six (36) 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 with the following exceptions:

a. Solid wall or fence shall not exceed a height of thirty-six (36) inches within the front yard or side yard on the street side of a corner lot.

b. Open work fences (not less than ninety percent (90%) open) in a required front yard or side yard on the street side of a corner lot shall not exceed a height of four and one-half (4½) feet.

3. Height of walls and fences. The height of walls and fences shall be measured from finished grade immediately adjacent to the base of the wall.

a. For the purposes of this subsection, finished grade is defined as the elevation of the ground that would exist at the time of wall/fence construction. If the existing grade is modified to create a new finished grade, the finished grade shall be determined by calculating the midpoint of the highest existing grade and the highest finished grade.

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. Such 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 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 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.

F. Distance between buildings. No requirements.

G. Building site coverage and floor area ratio.

1. Lot area coverage by buildings or structures shall not exceed fifty percent (50%) of the total lot area.

2. Floor Area Ratio. All developments shall be subject to the floor area ratio established under the city's General Plan for the General Plan land use designation applicable for the site."

H. Off-street parking and loading. The provisions of § 20.08.040 of this title shall apply.

I. Access. All lots shall have a minimum of fifty (50) feet of access on a dedicated and improved street.

J. Signs.

1. Permitted signs.

- a. Temporary signage per city standards.
- b. Tenant signs must be approved prior to installation.
- c. Except as provided herein, the provisions of Chapter 20.28 of this title shall apply.

K. Colors. Colors, materials, and finishes are to be coordinated on all exterior elevations of the buildings and walls to achieve total continuity of design. Samples of exterior elevations (colors and textures) shall be submitted for review prior to permit issuance.

L. Lighting.

1. Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen (14) feet.

2. Cut-off exterior light fixtures and their location shall be submitted on a plan for review.

3. Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at the property line.

M. Outdoor storage, uses, and waste disposal.

1. Outdoor storage and activities associated with permitted uses shall be entirely enclosed by building walls or by a solid masonry wall not less than seven (7) feet in height located at the front setback line. On all other property lines such uses shall be enclosed by buildings, solid masonry walls, vine covered chain-link fences, or uniformly compact evergreen hedges, continuously maintained and not less than seven (7) feet in height. Items stored within one hundred (100) feet of a dedicated street or residential zone shall not be stacked higher than six (6) feet. Screen landscaping, fences and walls to enclose storage areas between adjoining industrial side and/or rear property lines may be deleted by mutual agreement of the property owners involved.

2. The storage of combustible materials shall be not less than twenty (20) feet from any interior lot line, and a roadway shall be provided, graded, surfaced, and maintained from the street to the rear of the property to permit free access of fire trucks at any time.

3. a. No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.

b. Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored only in closed containers in required enclosures.

4. All exterior electrical cage enclosures and storage tanks are to be screened from view from access or adjacent streets and residential neighborhoods, by a fence, wall, or mature landscape materials.

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.

N. Metal buildings. Buildings or structures having exterior walls of sheet metal shall not be located closer than one hundred fifty (150) feet from the property line along any freeway, major or secondary highway, or closer than one hundred (100) feet from the property line along any other dedicated street, except that such buildings or structures may be located closer to the street if any of the following conditions prevail:

1. The sheet metal comprises twenty-five percent (25%) or less of the exterior wall area of such building or structures; or

2. The sheet metal consists of panels with baked enamel or similar finish; or
3. Such building or structure is concealed from view from the public street by walls, fences, landscaping, or other buildings or structures.

O. Mechanical equipment and duct work.

1. All roof mounted mechanical equipment and/or duct work, which projects vertically more than one and one-half (1½) feet above the roof or roof parapet and is visible from an adjoining street is to be screened by an enclosure which is detailed consistently with the building.

2. All roof mounted mechanical equipment and/or ductwork, which projects one and one-half (1½) feet or more above the roof or roof parapet is to be painted in its entirety consistent with the color scheme of the building in all cases.

3. No mechanical equipment except for emergency equipment is to be exposed on the wall surface of a building.

4. Plans for cyclone blowers, bag houses, tanks, etc., shall be reviewed at the time of preliminary plan check to determine design integration with buildings and adjacent area. Furthermore, they shall be painted to match the surface to which attached.

5. Incinerator vents are to be located on the rear or “hidden” side of the building whenever possible.

P. The provisions of this section shall apply to all proposed development within the M-1 (Light Industrial) Zone except: Where a parcel or lot in the M-1 (Light Industrial) Zone is proposed for the development of off-site hazardous waste facilities, a distance of one thousand (1,000) feet from any sensitive population property lines is required, in addition to the required development standards in the M-1 (Light Industrial) Zone.

**SECTION 81.** Section 20.252.050 (Plan Review) 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:

**20.252.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the M-1 (Light Industrial) Zone that are listed in § 20.408.040.B. Additionally, all properties zoned M-1 and located within three hundred (300) feet of an “R” (Residentially) zoned property and/or any residential neighborhood with more than 20 parcels shall not be developed except upon the previous approval of a conditional use permit pursuant to § 20.408.030 of this title.

**SECTION 82.** Section 20.256.050 (Plan Review) 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:

**20.256.050 PLAN REVIEW.**

The provisions of § 20.408.040 of this title shall apply to all developments in the M-2 (General Industrial) Zone that are listed in § 20.408.040.B. Additionally, all properties zoned M-2 and located within three hundred (300) feet of any “R” (Residentially) zoned property and/or any residential neighborhood with more than 20 parcels shall not be developed except upon the previous approval of a conditional use permit pursuant to § 20.408.030 of this title.

**SECTION 83.** Tables 2-3 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use I Zoning District), 2-4 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use II Zoning District), 2-5 (Development Standards for Mixed-Use and Nonresidential Projects in Mixed-Use III Zoning District), 2-6 (Development Standards for “Stand Alone” Residential Projects in Mixed-Use I Zoning District), 2-7 (Development Standards for “Stand Alone” Residential Projects in Mixed-Use II Zoning District), and 2-8 (Development Standards for “Stand Alone” Residential Projects in Mixed-Use III Zoning District) of Section 20.258.020 (General Development Standards for the Mixed Use Zoning Districts) of Chapter 20.258 (Mixed-Use Zoning Districts) of Division II (Specific Zone Regulations) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code are amended to read as follows:

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

<p align="center"><b>TABLE 2-4</b></p> <p align="center"><b>DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE II ZONING DISTRICT</b></p>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-II</b>	<b>NOTES</b>

Minimum project size (1)	10,000 square feet	<p>(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.</p> <p>(2) The standards for accessory structures are intended to regulate development for residential components of a Mixed-Use Development.</p>
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	
Maximum floor area ratio (FAR) for nonresidential uses	2.00	
Minimum setbacks		
Front	None	
Side, interior, Single-story	None (E)	
Side, interior, Second-story and above, if residential use adjoining residential or nonresidential uses	10 feet (E)	
Side, street	None	
Side, interior or street, adjoining, residential uses	10 feet (F)	
Rear, if nonresidential use adjoining nonresidential use	None (G)	
Rear, if residential use or nonresidential use adjoining residential uses	10 feet (G)	
Parking area setbacks (front and street side)	15 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height	60 feet	
Minimum common residential open space for each residential unit. (The minimum dimension shall be 15 feet at any point.)	75 square feet/ dwelling unit	
Minimum private residential open space for residential unit.(The minimum dimension shall be 5 feet at any point.)	50 square feet/ dwelling unit	
<b>NOTE:</b> The letters (E), (F), and (G) refer to the graphics following this Table.		
Accessory structures (2)	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	

<p align="center"><b>TABLE 2-5</b></p> <p align="center"><b>DEVELOPMENT STANDARDS FOR MIXED-USE AND NONRESIDENTIAL PROJECTS IN MIXED-USE III ZONING DISTRICT</b></p>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-III</b>	<b>NOTES</b>
Minimum project size (1)	7,000 square feet	(1) The standards for minimum project size,
Minimum parcel width (1)	50 feet	

Minimum parcel depth (1)	120 feet	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) The standards for accessory structures are intended to regulate development for residential components of a Mixed-Use Development.
Minimum/maximum allowable density range for residential uses	6.1 to 18 du/acre	
Maximum floor area ratio (FAR) for uses	1.00	
Minimum setbacks		
Front and street side along Brea Boulevard and Imperial Highway - Parcels of less than one acre	None permitted (H), except for allowable plazas and outdoor dining areas/uses	
Front and street side along Brea Boulevard and Imperial Highway - Parcels of one acre or greater	At least 50% of the parcel frontage: None permitted (I)  Up to 50% of the parcel frontage. (No parking within setback allowed.): May maintain an average setback of 10 feet (I)	
Front, other than Brea Boulevard or Imperial Highway	None	
Side, interior, Single-story	None (J)	
Side, interior, Second-story and above, if residential use adjoining residential or nonresidential uses	10 feet (J)	
Side, street, other than Brea Boulevard or Imperial Highway	None	
Side, interior or street, adjoining, residential uses	5 feet, average (K)	
Rear, if nonresidential use adjoining nonresidential use	None (L)	
Rear, if residential use or nonresidential use adjoining residential uses	10 feet (L)	
Parking area setbacks (front and street side). (No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
<b>NOTE:</b> The letters (H), (I), (J), (K) and (L) refer to the graphics following this Table.		
Minimum distance between structures located on the same parcel	None	
Maximum structure height	35 feet	
Minimum common residential open space for each residential unit.(The minimum dimension shall be 15 feet at any point.)	75 square feet/ dwelling unit	
Minimum private residential open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	50 square feet/ dwelling unit	
Maximum parcel coverage	65%	
Accessory structures (2)	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and Loading	Section 20.08.040	

Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

<b>TABLE 2-6</b>		
<b>DEVELOPMENT STANDARDS FOR "STAND ALONE" RESIDENTIAL PROJECTS IN MIXED- USE I ZONING DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-I</b>	<b>NOTES</b>
Minimum project size (1)	2,500 square feet	(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.
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	(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.
Front and Side, Street along Ash Street, Birch Street, Brea Boulevard and Imperial Highway, Single-story (2)	5 feet (M)	
Front and Side, Street along Ash Street, Birch Street, Brea Boulevard and Imperial Highway, Second-story and above (2)	10 feet (M)	
Front, other than Ash Street, Birch Street, Brea Boulevard and Imperial highway (3)	15 feet (N)	
Side, interior	5 feet (O)	(3) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.
Side, street, other than Ash Street, Birch Street, Brea Boulevard and Imperial highway (3)	15 feet (O)	
Side, interior or street (other than Ash Street, Birch Street, Brea Boulevard and Imperial highway), adjoining, residential uses	10 feet (O)	
Rear	5 feet (P)	
Rear, adjoining nonresidential uses	10 feet (P)	(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.
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 each residential unit.(The minimum dimension shall be 15 feet at any point.)	100 square feet/ dwelling unit	
Minimum private open space for	75 square feet/ dwelling unit	

each residential unit. (The minimum dimension shall be 5 feet at any point.)		
<b>NOTE:</b> The letters (M), (N), (O), and (P) refer to the graphics following this Table.		
Accessory structures	Section 20.08.035.F	
Landscaping	Section 20.236.040.M	
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	

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.	
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	5 feet (R)		
Side, street (2)	15 feet (R)		
Side, interior or street, adjoining, nonresidential uses	10 feet (R)		
Rear	15 feet (S)		
Rear, adjoining nonresidential uses	20 feet (S)		
Parking area setbacks (front and street side)	15 feet		
Minimum distance between structures located on the same parcel	None		
Maximum structure height (3)	60 feet		
Minimum common open space for each residential unit.(The minimum dimension shall be 15 feet at any point.)	100 square feet/ dwelling unit	(2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.	
Minimum private open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	75 square feet/ dwelling unit		
Accessory structures	Section 20.08.035.F		In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.
Landscaping	Section 20.236.040.M		
Lighting	Section 20.08.040.C.5 and Section		

	20.220.040.L	
Parking and loading	Section 20.08.040	
Signs	Section 20.28	
Walls and fences	Section 20.236.040.E and Section 20.220.040.F	
<b>NOTE:</b> The letters (Q), (R), and (S) refer to the graphics following this Table.		

<b>TABLE 2-8</b> <b>DEVELOPMENT STANDARDS FOR "STAND ALONE"</b> <b>RESIDENTIAL PROJECTS IN MIXED-USE III ZONING</b> <b>DISTRICT</b>		
<b>DEVELOPMENT STANDARDS</b>	<b>MU-III</b>	<b>NOTES</b>
Minimum project size (1)	7,000 square feet	<p>(1) The standards for minimum project size, parcel width and parcel depth are intended to regulate sites for development purposes only and are not intended to establish minimum dimensions for ownership or leasehold (e.g. condominium) purposes.</p> <p>(2) Low level patio walls may encroach into the required front or street side setback up to a maximum of 5 feet.</p> <p>(3) In projects with subterranean parking, structure heights shall be measured from the top of the parking deck.</p>
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	
Front and Side, street, along Brea Boulevard and Imperial Highway	Stand alone residential not allowed on Brea Boulevard or Imperial Highway	
Front, other than Brea Boulevard or Imperial Highway (2)	15 feet (T)	
Side, interior	5 feet (U)	
Side, street other than Brea Boulevard or Imperial Highway (2)	15 feet (U)	
Side, interior or street, adjoining, nonresidential uses	10 feet (U)	
Rear	15 feet (V)	
Rear, adjoining nonresidential uses	20 feet (V)	
Parking area setbacks (front and street side). No parking adjacent to Brea Boulevard or Imperial Highway allowed, except in the upper floors of a parking structure.)	5 feet	
Minimum distance between structures located on the same parcel	None	
Maximum structure height (3)	35 feet	
Minimum common open space for each residential unit.(The minimum dimension shall be 15 feet at any point.)	100 square feet/ dwelling unit	
Minimum private open space for each residential unit. (The minimum dimension shall be 5 feet at any point.)	75 square feet/ dwelling unit	

Maximum parcel coverage (not including parking decks)	65%
<b>NOTE:</b> The letters (T), (U), and (V) refer to the graphics following this Table.	
Accessory structures	Section 20.08.035.F
Landscaping	Section 20.236.040.M
Lighting	Section 20.08.040.C.5 and Section 20.220.040.L
Parking and loading	Section 20.08.040
Signs	Section 20.28
Walls and fences	Section 20.236.040.E and Section 20.220.040.F

**SECTION 84.** Section 20.260.050 (Special Provisions) of Chapter 20.260 (PD Precise Development 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:

“20.260.050 SPECIAL PROVISIONS.

A. Procedure. Development of land in a precise development zone for any specific use shall be subject to a precise development review, pursuant to § 20.408.070. All procedures regarding a Precise Development review of land in a precise development zone, or the revocation or modification thereof, shall be governed by provisions establishing procedures related to conditional use permits as amended from time to time.

**SECTION 85.** Subsection B of Section 20.400.030 (Types of Procedures) of Chapter 20.400 (Administration and Procedures - General) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. *Administrative procedures.*

1. *Administrative interpretation.* A means of resolving uncertainties or ambiguities in the meaning of any provision of this title. An interpretation is uniformly applicable to all subsequent situations in which the same set of circumstances is present. In addition, the interpretation procedure may be used to make minor adjustments of zone boundaries to conform to lot lines or to resolve uncertainty as to the precise location of a zone boundary.

2. *Administrative remedy.* A simplified procedure for considering minor deviations from zoning regulations, within established parameters, designed to expedite requests therefor without requiring Planning Commission review.

3. *Conditional use permit.* A discretionary action concerning a specified land use and, pursuant to criteria set forth in this title, to determine whether such use may be permitted at a given location and to determine the conditions or limitations on development in each case.

4. *Plan review.* The review and conditional approval of development plans for specified categories of development or when required as a condition of approval under some other procedure, in order to ensure the intent of this title is met with regard to site arrangement, functional effectiveness, landscape design, architectural quality, and other pertinent attributes.

5. *Precise Development.* The review and conditional approval of development plans for specified categories of development in Mixed-Use zones and all developments in Precise Development zone, in order to ensure the intent of this title is met with regard to site arrangement, functional effectiveness, landscape design, architectural quality, and other pertinent attributes.

6. *Certificate of compatibility.* A procedure to consider the compatibility of accessory dwelling units that do not conform to the established standards and mobile and/or manufactured housing to coordinate planning, architecture, aesthetics, and economic cohesiveness within residentially zoned areas of the city.

**SECTION 86.** Subsection C of Section 20.408.020 (Administrative Remedy) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

C. Procedure. The following procedure shall apply to administrative remedy applications:

1. Application for administrative remedy shall be made pursuant to § 20.400.040.

2. The Director may refer any administrative remedy application to the Planning Commission for review at his/her discretion.

3. The Director, if the application was not referred to the Planning Commission, within thirty (30) days after filing of the complete application, shall either:

- a. Approve the application;
- b. Approve the application with conditions; or
- c. Disapprove the application.

The Director shall set forth the findings upon which the decision is based.



4. A copy of the proceedings and findings of the Director shall be submitted, in writing, to the Commission as a matter of record.

5. The decision of the Director shall be final and shall become effective ten (10) days after issuance of the decision by the Director, subject to appeal pursuant to Chapter 20.424.

**SECTION 87.** Subsection B of Section 20.408.030 (Conditional Use Permit) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

B. Uses permitted subject to conditional use permit.

1. Uses listed in each zone requiring a minor conditional use permit or conditional use permit may be permitted in such zone subject to the provisions of this section.

2. Modification of standards.

a. The following circumstances may be permitted with an approval of a minor conditional use permit.

(1) Where dimensional problems of an existing parcel require a reduction of lot area or dimensions by more than five percent (5%) but not more than ten percent (10%) of that required by the zone provided that such reduction is requested on not more than one (1) lot within any one (1) subdivision or tract.

(2) Where dimensional problems of an existing parcel require a reduction of yards and/or distance between buildings by more than ten percent (10%) but not more than twenty percent (20%) of the requirements of the zone provided that such reductions are not requested for more than one (1) lot within any one (1) subdivision or tract.

(3) Reduction of number of required parking spaces by more than ten percent (10%) but not more than twenty percent (20%).

(4) Modification of wall and fence heights to increase more than twelve (12) inches but not to exceed twenty-four (24) inches.

(5) Modification of projections/encroachment into required yard areas by more than five percent (5%) but not to exceed ten percent (10%) of the required yard areas in the zone, provided that such does not violate fire, housing or building codes.

(6) Modification of maximum permitted lot coverage to increase by ten percent (10%) but not to exceed twenty percent (20%) of the maximum lot area coverage permitted in the zone.

(7) Modification of maximum height regulation by more than ten percent (10%) but not to exceed twenty percent (20%).

b. The following circumstance may be permitted with an approval of a conditional use permit.

(1) Increase in building heights above twenty percent (20%) of the maximum permitted building height in C-P, C-C, C-G, C-M, C-RC, M-P, M-1 and M-2 zones.

3. Other special or unusual uses for which no provision is made in this title or which provide for an unusual combination of uses not otherwise provided for nor otherwise prohibited in this title may be permitted with an approval of a conditional use permit.

**SECTION 88.** Title of Section 20.408.040 (Plan Review Procedure) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

20.408.040 PLAN REVIEW.

**SECTION 89.** Subsection A of Section 20.408.040 (Plan Review) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

A. Purpose. The purpose of the plan review procedure is to enable responsible city departments to review development proposals for conformity with applicable provisions of this code and all requirements of law.

1. Applicability. This chapter shall apply to the following types of developments:

a. New single-family dwellings part of a larger development that includes two or more lots, not exempt from local, state, or federal law, in the R-1 (Single-Family Residential), R-1 5,000 (Single-Family Residential 5,000), and R1-H (Single-Family Residential - Hillside) Zones.

b. All developments in the R-2 (Multiple-Family Residential) and R-3 (Multiple-Family Residential Zones), not exempt from local, state, or federal law, except for modification to the existing single-family dwellings.

c. All developments in commercially zoned properties.

d. All developments in industrially zoned properties.

e. Exceptions. This section does not apply to developments that only involve interior modifications.

**SECTION 90.** Section 20.408.050 (Certificate of Compatibility) of Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended to read as follows:

**20.408.050 CERTIFICATE OF COMPATIBILITY.**

A. Intent and purpose. The certificate of compatibility considers the compatibility of accessory dwelling units that do not conform to the established standards, and mobile or manufactured homes to coordinate land planning, architecture, aesthetics, and economic cohesiveness within the surrounding neighborhood. The issuance of a certificate of compatibility shall be obtained prior to submittal of an application for a building permit.

**SECTION 91.** Chapter 20.408 (Administrative Procedures) of Division III (Administration and Procedures) of Title 20 (Zoning Code) of Part II (Development Code) of the Brea City Code is amended by adding a new Section 20.408.070 (Precise Development) to read as follows:

**20.408.070 PRECISE DEVELOPMENT.**

A. Purpose. The purpose of the precise development procedure is to enable responsible city departments to review development proposals for conformity with applicable provisions of this code and all requirements of law for specified categories of development in Mixed-Use zones and all developments in Precise Development zone.

B. Procedure.

1. Application for plan review shall be submitted in accordance with § 20.400.040, together with the requisite fee therefor.

2. Application for precise development shall include submission of the following, where appropriate:

a. A boundary survey map of the property. (A tentative subdivision map may be substituted for this requirement if the applicant proposes to subdivide the property.)

b. Existing topography of the development area shall be shown with contours at not more than two (2) foot intervals.

c. The gross land area of the development, the present zoning classification thereof, and the zoning classification and existing land use on all adjacent properties, including the location of structures and other improvements thereon.

d. A general development plan with at least the following details shown to scale and dimensioned:

i. Location and use or uses proposed for each existing and each proposed structure in the development area, the number of stories, gross building area, and approximate location of entrances.

ii. All existing and proposed storage, curb cuts, driving lanes, parking areas and loading areas.

iii. All pedestrian walks and open areas for the use of occupants of the proposed development and the public.

iv. Types of surfacing proposed for all walks and driveways.

v. A detailed plan for the landscaping of the development, including the location and heights of all proposed walls, fences and screen plating, and a statement setting forth the method by which such landscaping and fencing shall be preserved and maintained.

vi. A grading plan for the entire development.

vii. All existing or proposed physical features such as hydrants, utility facilities, flood lights, drainage facilities and recreation facilities, and a statement setting forth the method by which these features shall be preserved and maintained.

viii. Any additional drawings or information as may be required by the City.

e. Plans and elevations of one (1) or more structures to indicate architectural type and materials of construction.

C. Review Authority.

1. The Planning Commission shall be the review authority for the Precise Development review, except as specified in § 20.260.010 of this Chapter.

2. Planning Commission authority.

a. The Planning Commission shall have the authority, as an administrative act, subject to the provisions of this section, to require conditions of development in addition to those required by the zone where, it is determined that such conditions are necessary to further the objectives of the General Plan and are in harmony with the intent, purpose and spirit of this ordinance and/or where such additional requirements are deemed essential to protect the public safety and general welfare of the community.

b. All special conditions established by the Planning Commission in accordance with this section may be appealed to City Council.

3. Community Development Director authority.

a. The Director shall have the authority, as an administrative act, subject to the provisions of this section, to require conditions of development in addition to those required by the zone where it is determined that such conditions are necessary to further the objectives of the General Plan and are in harmony with the intent, purpose and spirit of this chapter and/or where such additional requirements are deemed essential to protect the public safety and general welfare of the community.

**SECTION 92. 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 93. 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 94. EFFECTIVE DATE.**

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

**SECTION 95. CERTIFICATION.**

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

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

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Blair Stewart  
Mayor

ATTEST:

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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 4<sup>th</sup> day of March, 2025, and was finally passed at a regular meeting of the City Council of the City of Brea on the 18<sup>th</sup> day of March, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

\_\_\_\_\_

City Clerk



## City of Brea

### Planning Commission Communication

#### B. Omnibus Code Update ZOTA No. 2024-01

Omnibus Zoning Code update amending various chapters of Brea City Code.

Meeting	Agenda Group
Tuesday, January 28, 2025, 6:00 PM	PUBLIC HEARINGS Item: 7B.
FROM	
Esteban Rubiano, Assistant Planner	

#### **EXECUTIVE SUMMARY**

As an effort to continuously improve the Brea Zoning Code (Code), which is codified in Title 20 of the Brea City Code (BCC), the City has initiated a Zoning Code Text Amendment (ZOTA) No. 2024-01 amending various chapters of the Code and Title 18 of the BCC. The proposed amendment is an omnibus code update that would provide the following: 1) codify the Mills Act Contract guidelines; 2) provide consistency with updated Senate Bill (SB) 9 and Accessory Dwelling Unit (ADU) State laws; 3) update and clarify parking standards and requirements; 4) update wall and fence height standards; 5) update applicability of planning entitlements, including Plan Review; 6) update process, time limits, and applicability of Temporary Use Permit (TUP); and 7) clarify certain Zoning ordinance provisions and provide additional clarity, address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency.

The proposed amendment herein is referred to as the "Project."

#### **RECOMMENDATION**

Staff recommends that the Planning Commission adopt a resolution (Attachment A), recommending the City Council take the following actions:

1. Find the Project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and;
2. Adopt an ordinance approving ZOTA No. 2024-01, amending Title 20, Chapters 18.32, 18.40, 18.44, 20.08, 20.11, 20.24, 20.28, 20.40, 20.52, 20.56, 20.60, 20.72, 20.200, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.260, 20.400, 20.408 of the BCC, as outlined in the Exhibit A of the Attachment A.

#### **BACKGROUND**

Municipal codes require periodic updates to ensure consistency between the City policies and State law, to improve clarity, and to better serve the public. As an effort to improve the readability and relevancy of the Code, staff has implemented an on-going work program in 2023 to continually update the Code on a regular basis. Since the last omnibus code update, which was adopted in March 2024 by the City Council, staff continued to evaluate the Code and identified a number of provisions in the Code requiring updates due to changes in policy and new laws and standards. As part of this review process, staff worked with other departments and divisions, technical experts and the City Attorney to review and consider the proposed changes. Additionally, staff surveyed and analyzed zoning codes and policies from other agencies where appropriate and applicable.



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 achieve consistency with recent State laws. If approved, the proposed amendments will be adopted as part of an “omnibus” ordinance, which includes updates to 30 chapters within Titles 18 and 20 of the BCC.

## **DISCUSSION**

The proposed amendments can be categorized into seven topic areas, which include 1) codifying the Mills Act Contract guidelines; 2) providing consistency with updated SB9 and ADU State laws; 3) updating and clarifying parking standards and requirements; 4) updating wall and fence height standards; 5) updating applicability of planning entitlements, including Plan Review; 6) updating process, time limits, and applicability of TUP; and 7) clarifying certain Zoning ordinance provisions and providing additional clarity, address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency. A table summarizing the proposed amendments described in this Section of the report is Attachment C, and the following provides an overview of the proposed amendments, divided into different topic areas.

### **Amendment #1: Mills Act Contract**

The Mills Act Program was enacted in 1972 by State Legislature (Government Code Sections 50280 and 50290), which was intended to encourage owners of historic properties to rehabilitate and maintain their properties by providing an economic incentive. City Council established the City’s Mills Act Program by adopting Resolution No. 99-85 in October of 1999; however, corresponding guidelines have not been formally codified in the Code and as such, there is a need to formally codify the existing guidelines so members of the public can easily access the information.

#### **Proposed Amendments**

The proposed amendments would formally codify the existing guidelines established for the Mills Act Program by creating a new section in the Chapter 20.06 of the Code (Historic Preservation Chapter) that details the applicability and general terms of the Mills Act Contract under the Historic Preservation Chapter, which includes the following:

- Qualifying criteria and applicability
- Application process and decision authority
- General terms to be included in the Mills Act Contract (e.g. length of the contract, requirement improvements and reporting, terms of cancellation, non-compliance penalty, etc.)

The actual redlines associated with these amendments, which show deletions in **strikethrough** and additions in **underlines** (Redlines), can be found in Sections # 20 and 21 of Attachment B.

### **Amendment #2: ADUs and SB9 (Two-Unit Development and Urban Lot Split)**

ADUs are complete independent housing units that can be either detached or attached from an existing single-family residence. The State passed legislation in 2016 (AB 494, AB 2406 and SB 1069), 2019 (AB 68, AB 881, AB 587, SB 13, AB 671 and AB 3182), 2022 (SB 897, AB 2221 and AB 916), and 2023 (AB 976 and AB 345) to further assist and support the development of ADUs, including the requirement for local jurisdictions to approve qualifying ADUs ministerially in single-family residential zones. As such, in 2018, 2021, 2023, and 2024, in response to updates in State legislation regarding ADUs, the City Council adopted Ordinance Nos. 1203, 1220, 1242, and 1247 implementing ADU provisions from State law. Additionally, the State passed SB 9 in 2021, which requires local jurisdictions to approve qualifying “Two-unit Developments” and “Urban Lot Splits” ministerially in single-family residential zones. In response, City Council adopted Ordinance Nos. 1242 and 1247 in 2023 implementing Two-unit Developments and Urban Lot Split provisions from State Law.

Since the most recent update of the City’s ADU and SB9 regulations (both adopted in March 2024), State passed three new legislation (SB 1211, SB 477 and SB 450), which necessitates another round of update to the City’s current ADU and SB9 regulations.

#### **Proposed Amendments**

The amendment would include the following revisions to comply with the newly enacted State law:

*ADU related:*

- Update the exemptions related to replacement parking to include “uncovered” parking space.
- Eliminate existing design standards that are no longer permitted per the State law.
- Increase the maximum number detached ADUs permitted on a lot with an existing multifamily dwelling from two to eight.

*SB9 related:*

- Eliminate existing design standards that are no longer permitted per the State law.
- Designate the City Engineer as the new approval authority and specify that ministerial approval process for Urban Lot Split requests.

The actual redlines associated with these amendments, which show deletions in **strikethrough** and additions in **underlines** (Redlines), can be found in Sections # 1, 2, 3, 6, and 14 through 19 of Attachment B.

### **Amendment #3: On-Site Parking Standards**

On-site parking standards encompass a broad range of components, including parking space dimensions, accessibility requirements, the total number of parking spaces required for each land use class, and general safety standards. As legislative and societal changes continue to evolve, it is essential to periodically update the Code to reflect these shifts. In reviewing the Code, staff identified the need to update the current parking standards to create greater uniformity in parking standards within the Code and to revise the minimum parking space requirements for restaurant uses. Staff conducted research by analyzing minimum parking standards in other local jurisdictions, and found that the City’s existing parking demand ratio was inconsistent with the industry average. As such, the proposed amendments would update Chapter 20.08 to adjust the minimum parking requirements for restaurant uses to align more closely with industry practice, ensuring a more accurate and effective parking strategy and maintain the City’s competitiveness to attract businesses.

#### Proposed Amendments

This amendment provides Code consistency and updated minimum parking requirements for restaurant uses as follows:

- Consolidate and create a uniform minimum parking space dimensions required for non-residential uses.
- Update standards for Americans with Disability Act (ADA) parking stalls to reference California Building Code.
- Update parking lot lighting requirements to eliminate outdated standards.
- Update minimum required parking space standards for the restaurant type land uses as follows:
  - Restaurants, drive-in: Create a new standard of minimum 10 spaces or 1 per 150 square feet (sq. ft.).
  - Restaurants, quick-service: Create a new standard of minimum 5 spaces or 1 space per 150 sq. ft. in general, with a few additional requirements
  - Restaurants, sit down: Update the current parking ratio that ranges from 1 space per 55 sq. ft. to 1 space per 75 sq. ft., to a range between 1 space per 75 sq. ft. and 1 space per 100 sq. ft. in general; and
  - Restaurants, specialty: Revise to be consistent with the requirements of Restaurants, quick-service.

The actual redlines associated with these amendments, which show deletions in **strikethrough** and additions in **underlines** (Redlines), can be found in Sections # 5, and 6 of Attachment B.

### **Amendment #4: Fence and Wall Heights**

Although the Code currently specifies certain fence and wall height standards, there is some ambiguity regarding the measurement of fence and wall heights. As such, staff proposes to add clarifying language to the Code to provide clear guidelines for determining maximum fence/wall heights. Also, additional clarifications are proposed related to the maximum height requirements for street side yards on reversed corner lots. These changes intended to ensure both aesthetic and functional needs are met within the community related to fences and walls.

#### Proposed Amendments

The proposed amendments would provide the following:

- Clarify that the height of fences and walls shall be measured from the finished grade adjacent to the base, and provides definition of finished grade.
- Update maximum fence and wall height for street side yards on reverse corner lots in residential zones within 10 feet of the property line to 36 inches for visibility clearance and aesthetic consistency with neighboring properties.
- Apply consistent standards for walls and fences in all zones.

The actual redlines associated with these amendments, which show deletions in ~~strikethrough~~ and additions in underlines (Redlines), can be found in Section #s 26 through 38 of Attachment B.

#### **Amendment #5: Planning Entitlement Types and Processes**

Although there are a number of different types of planning entitlement application required for developments, the existing Code does not provide clear guidelines regarding the applicability and procedures of certain planning entitlement processes. As such, staff identified the need for an update to improve clarity and streamline processes, which would provide benefit to both staff and the public. These updates reflect the City's ongoing commitment to efficient planning, transparency, and responsible development practices.

##### Proposed Amendments

The proposed amendments include the following:

- Clarify applicability of Plan Review process by defining specific types of developments.
- Update the Precise Development process by providing a clear purpose, procedures, and the review authority.
- Refine the Certificate of Compatibility provisions by clarifying applicability.
- Clarify the Community Development Director's authority related to Administrative Remedy Process.
- Address existing errors on applicability of Minor Conditional Use Permit.

The actual redlines associated with these amendments, which show deletions in ~~strikethrough~~ and additions in underlines (Redlines), can be found in Section #s 25 through 39 and 41 through 48 of Attachment B.

#### **Amendment #6: Temporary Use Permit**

TUPs serve as a valuable tool for the business and institutional entities as it allows for these entities to hold special events that could be beneficial to the event organizers and the general public. However, given that the current regulations have not been updated in 1998, there is a need for an update in order to provide more flexible timelines, to identify additional types of events to reflect modern needs and requests, and to reorganize the chapter to improve its readability and overall functionality, ensuring that the process is more user-friendly and better aligned with current community interests.

##### Proposed Amendments

The proposed amendments would provide the following:

- Update the time limits currently established for certain events to allow two additional days for set-up and clean-up, and place a limit on the number of TUPs that could be issued in a given calendar year.
- Provide additional clarification on applicability of TUPs.
- Remove existing fee waiver currently allowed for certain applicants.
- Eliminate noticing by Certified Mail, a communication method no longer necessary.
- Reorganize the chapter as applicable and clarify certain provisions related to the Community Development Director's action.

The actual redlines associated with these amendments, which show deletions in ~~strikethrough~~ and additions in underlines (Redlines), can be found in Section #s 22 and 23 of Attachment B.

#### **Amendment #7: Other Updates**

Staff has identified a number of sections in the Code that have errors and incorrect/incomplete references, which requires an update to improve the internal consistency within the Code, in addition to providing additional clarification on certain provisions.

Proposed Amendments

The following items have been addressed throughout the Code in various chapters and sections:

- Replace the term “Development Services Director” with “Community Development Director”.
- Remove review of school district agency for subdivision maps as it is redundant.
- Update Outdoor Living Space requirements to adequately describe dimension requirements and create a uniform/updated requirement.
- Update and reorganize development standards in the Mixed-Use zone tables for consistency and clarification.
- Clarify land uses permitted for R-1 (5000) zone and provide correct references to the Permitted Land Uses Table.
- Land use related:
  - Allow Retail Sales, Warehouse Sales land use in M-P and M-1 zones to allow greater flexibility and responsiveness to evolving economic needs.
  - Require a conditional use permit in C-M, M-P, M-1 and M-2 Zones for industrial projects that are located within 300 feet of any residential neighborhood with more than 20 parcels
  - Update Permitted Land Uses Table to correct existing error.
- Affordable housing related:
  - Clarify breakdown of minimum affordability level of required units.
  - Provide a new provision to the alternatives section relating to the number of required units applicable to the in-lieu fee calculation.
  - Update and provide new provisions related to off-site construction, including a requirement for a development agreement.
  - Update the incentives section to include projects with off-site construction and limit the incentives to either the residential project or the off-site construction.
  - Correct grammatical errors and update general consistencies.
- Eliminate termination time limits for nonconforming uses and structures provided that no conflict with the BCC and State law is presented.
- Create a process for a continued use of a nonconforming sign and provide correct reference.
- Eliminate reference to R-3-1 Zone, which is zone that is no longer utilized.
- Provide consistency in language between non-residential sign area and sign length standards.
- Include consistent language to require all front yards to be properly landscaped and maintained.
- Include language to reference General Plan Floor Area Ratio consistency and revise incorrect references associated with site coverage and floor area ratios.
- Correct grammatical errors and update general consistencies.

The actual redlines associated with these amendments, which show deletions in ~~strikethrough~~ and additions in underlines (Redlines), can be found in Section #s 2, 4 through 13, and 24 through 40 of Attachment B.

**PUBLIC NOTICE AND COMMENTS**

This Project was noticed in accordance with the City’s public noticing requirements, which involved publication in the Brea Star-Progress. The public hearing notice for this Project is provided as Attachment D. As of the writing of this report, staff has not received public comments.

**ENVIRONMENTAL ASSESSMENT**

The proposed project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed amendment to the Code is exempt from the requirements to prepare additional environmental documentation per CEQA Guidelines Section 15061(b)(3) because the proposed amendments are intended to codify the Mills Act Contract guidelines, provide consistency with updated SB9 and ADU State laws, update and clarify parking standards and requirements, update wall and fence height standards, update applicability of planning entitlements including Plan Review, update process, time limits, and applicability of TUP, and clarify certain Zoning ordinance provisions and provide additional clarity, address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency. As such, the proposed amendments will not have a significant effect on the environment. Any future developments would be subject to CEQA review.

## **CONCLUSION**

Staff recommends approval of this request, for the reasons set forth in the draft resolution, which in summary are to provide internal consistency within the Code, modernize the Code to be reflective of good planning practices and achieve consistency with recent State laws.

## **RESPECTFULLY SUBMITTED:**

Joanne Hwang, AICP, City Planner

Prepared by: Esteban Rubiano, Assistant Planner

## **Attachments**

[ATTACHMENT A - PC Resolution.pdf](#)

[ATTACHMENT B - Exhibit A to PC Resolution.pdf](#)

[ATTACHMENT C - Summary of Amendments Table.pdf](#)

[ATTACHMENT D - Public Hearing Legal Notice.pdf](#)

**Draft Ordinance ZOTA No. 2024-01  
Summary of Amendments**

Ordinance Section #s	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
38, 39	20.60 (Historic Preservation)	<b>Mills Act Contract:</b> These amendments codify the existing guidelines established for the Mills Act Contract, by creating a new section that details the applicability and general terms of the Mills Act Contract.
2, 3, 4, 6, 14, 29, 30, 31, 32, 33, 34, 35, 36, 37	18.32 (Tentative Parcel and Tentative Tract Maps) 18.44 (Final Maps) 20.08 (Development Standards) 20.52 (Accessory Dwelling Units) 20.56 (Two-Unit Developments and Urban Lot Splits)	<p><b>Code Compliance with New State Laws:</b></p> <ul style="list-style-type: none"> <li>• <b>Accessory Dwelling Unit (ADU):</b> These amendments would provide Code compliance with new State laws adopted regarding ADUs, such as SB 1211 (Skinner) and SB 477 (Committee on Housing): <ul style="list-style-type: none"> <li>• Update the exemptions related to replacement parking to include uncovered parking space.</li> <li>• Eliminate existing design standards that are no longer permitted per the State law.</li> <li>• Increase the maximum number detached ADUs permitted on a lot with an existing multifamily dwelling from two to eight.</li> <li>• Clean up grammatical errors and inconsistencies within the Code.</li> </ul> </li> <li>• <b>SB9 (Two-Unit Development and Urban Lot Split):</b> This amendment provides Code compliance with existing and new State law adopted regarding SB9 units and lot splits, such as SB 450 (Atkins): <ul style="list-style-type: none"> <li>• Eliminate existing design standards that are no longer permitted per the State law.</li> <li>• Clean up grammatical errors and inconsistencies within the Code.</li> <li>• Designate the City Engineer as the new approval authority and specify that ministerial approval process for Urban Lot Split requests.</li> </ul> </li> </ul>

Ordinance Section #s	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
11, 12, 13, 15	20.08 (Development Standards)	<p><b>Parking Standards:</b> This amendment provides consistency of parking dimensions and updates parking requirements for some restaurant related land uses as follows:</p> <ul style="list-style-type: none"> <li>• Consolidate and create uniform minimum parking space dimensions required for non-residential uses.</li> <li>• Update standards for ADA parking stalls to reference California Building Code.</li> <li>• Update parking lot lighting requirements to eliminate outdated standards.</li> <li>• Update minimum required parking spaces standards for the following uses: Restaurants, drive-in; Restaurants, quick-service; Restaurants, sit down; and Restaurants, specialty.</li> <li>• Formalize the name for Table 20.08.040.D</li> </ul>
51, 54, 57, 61, 68, 71, 74, 77,	20.208 (R-1 Single-Family Zone) 20.212 (R-1 (5,000) Single Family Residential Zone) 20.216 (R-2 Multiple Family Residential Zone) 20.220 (R-3 Multiple Family Residential Zone) 20.224 (C-P Commercial, Administrative and Professional Office Zone) 20.228 (C-N Neighborhood Commercial Zone) 20.232 (C-C Major Shopping Center Zone) 20.236 (C-G General Commercial Zone) 20.240 (C-M Commercial Industrial Zone) 20.244 (C-RC Commercial Recreation Zone) 20.252 (M-1 Light Industrial Zone)	<p><b>Fence and Wall Heights:</b> These amendments clarify the height of walls, fences and hedges and yard specific requirements as follows:</p> <ul style="list-style-type: none"> <li>• Clarify how the height of walls/fences/hedges would be measured.</li> <li>• Update maximum wall and fence height requirements for street side yards on reverse corner lots in residential zones for visibility and aesthetics.</li> <li>• Apply consistent standards for walls, fences and hedges in all zones to create consistency.</li> </ul>

Ordinance Section #s	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
47, 48, 52, 55, 58, 60, 63, 65, 67, 70, 73, 76, 79, 81, 82, 84, 85, 86, 87, 88, 89, 90, 91	20.200 (Single Family Residential – Hillside Zone) 20.208 (R-1 Single-Family Zone) 20.212 (R-1 (5,000) Single Family Residential Zone) 20.216 (R-2 Multiple Family Residential Zone) 20.220 (R-3 Multiple Family Residential Zone) 20.224 (C-P Commercial, Administrative and Professional Office Zone) 20.228 (C-N Neighborhood Commercial Zone) 20.232 (C-C Major Shopping Center Zone) 20.236 (C-G General Commercial Zone) 20.240 (C-M Commercial Industrial Zone) 20.244 (C-RC Commercial Recreation Zone) 20.248 (M-P Planned Industrial Zone) 20.252 (M-1 Light Industrial Zone) 20.256 (M-2 General Industrial Zone) 20.260 (PD Precise Development Zone) 20.400 (Administration and Procedures - General) 20.408 (Administrative Procedures)	<p><b>Planning Entitlement Types and Processes:</b></p> <ul style="list-style-type: none"> <li>• <b>Plan Review Applicability:</b> These amendments update and clarify the applicability of Plan Review applications by specifying the types of development that would require such review.</li> <li>• <b>Precise Development Provisions:</b> These amendments update the provisions and organization of the Code related to Precise Development application, by providing details on purpose, procedures, and review authority.</li> <li>• <b>Certificate of Compatibility:</b> These amendments update and clarify the provisions and applicability of Certificate of Compatibility applications.</li> <li>• <b>Administrative Remedy:</b> Clarify the Community Development Director's authority related to Administrative Remedy Process.</li> <li>• <b>Minor Conditional Use Permit:</b> Address existing errors on applicability of Minor Conditional Use Permit</li> </ul>



Ordinance Section #s	Municipal Code Chapter(s)/Section(s)	Description of the Amendments
40, 41, 42, 43, 44, 45	20.72 (Temporary Use Permit)	<p><b>Temporary Use Permit:</b> These amendments update the applicability and time limits for special events as follows:</p> <ul style="list-style-type: none"> <li>• Update the time limits applicable to certain events.</li> <li>• Provide additional clarification on applicability of Temporary Use Permits.</li> <li>• Removal of the existing fee waiver currently allowed for certain applicants.</li> <li>• Eliminate noticing by Certified Mail, a communication method no longer necessary.</li> <li>• Reorganize and clarify certain provisions.</li> </ul>

<p>5, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 46, 49, 50, 53, 56, 59, 61, 62, 64, 66, 69, 72, 75, 78, 80, 83,</p>	<p>18.40 (Review of Maps by Other Agencies) 20.00 (General Provisions) 20.08 (Development Standards) 20.11 (Permitted Land Uses) 20.24 (Nonconforming Structure and Uses) 20.28 (Signs) 20.40 (Affordable Housing) 20.200 (Single Family Residential — Hillside Zone) 20.208 (R-1 Single-Family Zone) 20.212 (R-1 (5,000) Single Family Residential Zone) 20.216 (R-2 Multiple Family Residential Zone) 20.220 (R-3 Multiple Family Residential Zone) 20.224 (C-P Commercial, Administrative and Professional Office Zone) 20.228 (C-N Neighborhood Commercial Zone) 20.232 (C-C Major Shopping Center Zone) 20.236 (C-G General Commercial Zone) 20.240 (C-M Commercial Industrial Zone) 20.244 (C-RC Commercial Recreation Zone) 20.248 (M-P Planned Industrial Zone) 20.252 (M-1 Light Industrial Zone) 20.256 (M-2 General Industrial Zone) 20.258 (Mixed-Use Zoning Districts)</p>	<p><b>Other Updates:</b> These amendments provide additional clarity to certain provisions, correct grammatical errors, update incorrect references and create internal consistency throughout the Zoning Code related to the following items:</p> <ul style="list-style-type: none"> <li>• Replace the term “Development Services Director” with “Community Development Director”.</li> <li>• Remove review of school district agency for subdivision maps as it is redundant.</li> <li>• Update Outdoor Living Space requirements to adequately describe dimension requirements and create a uniform/updated requirement.</li> <li>• Update and reorganize development standards in the Mixed-Use zone tables for consistency and clarification.</li> <li>• Clarify the uses for R-1 (5000) zone and provide correct references to the Permitted Land Uses Table.</li> <li>• Allow Retail Sales, Warehouse Sales land use in M-P and M-1 zones.</li> <li>• Require a conditional use permit in C-M, M-P, M-1 and M-2 Zones for industrial projects that are located within 300 feet of any residential neighborhood with more than 20 parcels.</li> <li>• Update Permitted Land Uses Table to correct existing error.</li> <li>• Eliminate termination time limits for nonconforming uses and structures provided that no conflict with the Municipal and State Code are presented.</li> <li>• Create a process to continue use of a nonconforming sign and provide correct reference.</li> <li>• Eliminate reference to R-3-1 Zone, no longer a utilized zone.</li> <li>• Provide consistency in language between nonresidential sign area and sign length standards.</li> <li>• Include consistent language to require all front yards to be properly landscaped and maintained.</li> <li>• Clarify breakdown of minimum affordability level of required units.</li> <li>• Provide a new provision to the alternatives section relating to the number of required units applicable to the in-lieu fee calculation.</li> <li>• Update and provide new provisions relating to off-site construction, including a requirement of a development agreement for all off-site construction.</li> <li>• Update the incentives section to include projects with off-site construction and limit the incentives to either the residential project or the off-site construction.</li> <li>• Include language to reference General Plan Floor Area Ratio consistency and revise incorrect references associated with site coverage and floor area ratios.</li> <li>• Redefinition of Landscaping and Landscape Area</li> <li>• Correct grammatical errors and update general consistencies.</li> </ul>
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## CITY OF BREA

**CITY COUNCIL NOTICE OF PUBLIC HEARING FOR ZONING ORDINANCE TEXT AMENDMENT NO. 2024-01.**

**NOTICE IS HEREBY GIVEN** by the City of Brea that a public hearing will be held at a City Council Meeting on **Tuesday, March 4, 2025 at 7:00 P.M.**, or as soon thereafter as the matter can be heard, in the Council Chambers of the City of Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California 92821, in accordance with State Law and the Brea City Code, to consider the following application:

**REQUEST:** The City of Brea requests approval of the following entitlements: Zoning Ordinance Text Amendment (ZOTA) No. 2024-01 to amend the Chapters 18.32, 18.40, 18.44, 20.08, 20.11, 20.24, 20.28, 20.40, 20.52, 20.56, 20.60, 20.72, 20.200, 20.208, 20.212, 20.216, 20.220, 20.224, 20.228, 20.232, 20.236, 20.240, 20.244, 20.248, 20.252, 20.256, 20.258, 20.260, 20.400, 20.408. The purpose of this zoning ordinance text amendment is to: 1) codify the Mills Act Contract terms and guidelines; 2) provide consistency with updated SB9 and ADU State laws; 3) update and clarify parking standards and requirements; 4) update wall and fence height standards; 4) update and clarify applicability and process associated with certain planning entitlement applications; 5) update process, time limits, and applicability of Temporary Use Permit; and 7) clarify certain Zoning ordinance provisions and address existing grammatical errors, incorrect references, incorrect process times, and internal inconsistency.

**LOCATION:** Citywide

**ENVIRONMENTAL:** The project has been assessed in accordance with the California Environmental Quality Act (CEQA) Guidelines and the environmental regulations of the City. The proposed zoning code text amendments are exempt from the requirements of the CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

***ALL INTERESTED PERSONS ARE INVITED TO ATTEND SAID HEARING AND EXPRESS OPINIONS ON THE MATTERS OUTLINED ABOVE. FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAIL AT [PLANNER@CITYOFBREA.NET](mailto:PLANNER@CITYOFBREA.NET)***

**IF YOU CHALLENGE PROJECT AND RELATED ENVIRONMENTAL DETERMINATIONS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE, DELIVERED TO THE CITY COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.**

Lillian Harris-Neal

City Clerk

Date: 01/30/2025 Publish: 02/06/2025

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

## **Minutes for the Planning Commission**

1 Civic Center Circle, Brea, California 92821

January 28, 2025

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

- **Melanie Schlotterbeck**, Planning Commission Chair
- **Blake Perez**, Planning Commission Vice Chair
- **Tom Donini**, Planning Commissioner
- **Theodore Gribble**, Planning Commissioner
- **Bill Madden**, Planning Commissioner

### **1. CALL TO ORDER/ROLL CALL - COMMISSION**

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Vice Chair Schlotterbeck called the meeting to order at 6:00 pm.

### **2. INVOCATION**

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Pastor Eddy Vera with the Friends Community Church led the invocation.

### **3. PLEDGE OF ALLEGIANCE**

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Commissioner Madden led the Pledge of Allegiance.

### **4. COMMISSION REORGANAZATION**

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Motion was made by Commissioner Madden and seconded by Commissioner Perez to nominate Commissioner Perez as Vice Chair and Vice Chair Schlotterbeck as the Chair. Motion passed 5-0.

Commissioner Madden volunteered to be on the Cultural Art Commission.

### **5. MATTERS FROM THE AUDIENCE**

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City Planner, Joanne Hwang, noted staff received two additional comment letters for Item 7A, which had been provided to the commission and the public.

### **6. CONSENT CALENDAR**

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Motion was made by Commissioner Donini and seconded by Commissioner Madden to approve the consent calendar. Motion passed 5-0.

**6A. December 10, 2024 Planning Commission Meeting Minutes****6B. 2024 Administrative Remedy and Minor Conditional Use Permit Annual Report****7. PUBLIC HEARINGS**

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**7A. Conditional Use Permit 2024-06; Saint Matthew Ecumenical Catholic Church**

Planning Technician, Brianna Co, provided a presentation of the project.

The Planning Commission asked questions regarding the following topics:

- Potential impact to the neighboring apartment complex and potential parking overflow
- Number of available parking spaces
- Shared parking spaces with surrounding businesses and related off-site parking agreement
- Parking signage for church attendees
- Off-site parking plan vs. parking management plan
- Enforcement of conditions of approval
- Types of remedy that would apply to resolve nuisance issues
- Potential crosswalk across Sycamore Avenue.

Ms. Co, City Planner Joanne Hwang, and City Engineer Ryan Chapman responded to Commission questions.

Chair Schlotterbeck Opened the Public Hearing by inviting the applicant to speak.

The applicant, Deacon Tony, responded to the Commission's questions.

Seeing no members of the public wishing to address the Commission, Chair Schlotterbeck closed the Public Hearing.

Motion was made by Commissioner Madden and seconded by Vice Chair Perez to approve Conditional Use Permit 2024-06 for the project as presented. Motion passed 5-0.

**7B. Omnibus Code Update ZOTA No. 2024-01**

Assistant Planner, Esteban Rubiano, provided a presentation of proposed Omnibus Zoning Code updates amending the following chapters of Brea City Code.

The Planning Commission had comments and questions on the following items:

- Clarification of SB9 Lot Splits
- Increase of the allowable amount of detached ADU's on existing multifamily lots
- Time limits associated with special events permitted through Temporary Use Permits (i.e. Pumpkin Patch and Christmas Tree Lots)
- Impact of ADU Design Standards on ADU projects
- Parking Standards for various restaurant classifications
- Residential landscape standards
- Request for allowing additional time for further review of the proposed amendments

Mr. Rubiano and Ms. Hwang responded to the Planning Commissions inquiries and provided further clarification.

Chair Schlotterbeck opened the public hearing. Seeing no one from the public wishing to address the Commission, she then closed it.

Motion was made by Vice Chair Perez and seconded by Madden to approve with a direction for staff to add clarification on what constitutes as landscaping and the motion carried 5-0.

## **8. ADMINISTRATIVE ITEMS**

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### **8A. Committee Reports**

Vice Chair Perez provided an update regarding the General Plan Steering Committee meeting held in January.

### **8B. Informational/Project Updates**

The Commission asked questions regarding the following topics:

- Potential implementation of the new State Law regarding Open Space/ Conservation Elements
- Status of Brea 265 Specific Plan, closure of the oil wells, and project site ownership
- TPM No. 2024-135 (411 Sievers Avenue)
- February meeting schedule

**9. ADJOURNMENT**

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Chair Schlotterbeck adjourned the meeting at 7:34 PM.



## City Council Regular Meeting Communication

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**A. Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.**

Meeting	Agenda Group
Tuesday, March 4, 2025, 7:00 PM	ADMINISTRATIVE ITEMS Item: 4A.
TO	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Consideration of a Revised Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal), and;
2. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, adopt a Resolution approving City staff's recommendation for the proposed solid waste rates for residential, commercial and multi-family customers, and;
3. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, adopt a Resolution approving the Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal), and;
4. If Original Terms are approved, or the Revised Second Amended and Restated Franchise Agreement option is approved, find the Second Amended and Restated Franchise Agreement is exempt from the provisions of the California Environmental Quality Act (CEQA), and;
5. If none of the above Options are approved, provide further direction to City staff.

### **BACKGROUND/DISCUSSION**

At the February 4, 2025 City Council meeting, the Brea City Council conducted a Public Hearing to receive any comments from members of the public opposed to the proposed solid waste rate adjustments. The Public Hearing was opened and no members of the public spoke in opposition to the proposed rate adjustments. The Public Hearing was closed, and the City Council discussed the proposal with staff and representatives from Republic Services. Under the initial draft Second Amended and Restated Franchise Agreement (Agreement), the City retained full flow control for residential and commercial solid waste and residential organic waste, while Republic Services retained flow control for commercial organic waste. The City informed Republic Services of its desire to also retain full flow control for commercial organic waste, and directed City staff and Republic Services to return at the February 18, 2025 City Council meeting with an alternative proposal.



At the February 18, 2025 City Council meeting, the City Council was presented with an alternative index adjustment proposal by Republic Services in exchange for the City retaining full flow control for residential and commercial organic waste. Under this alternative proposal, Republic Services requested the commercial index adjustment switch completely to the Garbage and Trash Collection Index (GTCL) in year 2, and an additional 0.75% adjustment factor for years 2 through 6 of the revised agreement. The City Council was not in favor of this option and directed staff and Republic Services to develop another alternative for City Council consideration. Below is a summary of the proposed revisions based off of input received at the February 18, 2025, City Council meeting.

#### Second Amended and Restated Agreement Proposed Revisions - Commercial Overages

Republic Services is presenting a revised proposal for City Council consideration. The revised proposal entirely removes the 0.75% adjustment factor and instead is requesting changes to future commercial bin overage amounts.

##### Garbage and Trash Collection Index (GTCL)

The GTCL is a part of the Consumer Price Index (CPI) and measures the average change in prices for garbage and trash collection services paid by consumers over time. The U.S. Bureau of Labor Statistics calculates this index and it includes various components such as:

- The cost of regular household waste collection and processing services
- The cost of collecting and processing recyclable materials
- The cost for services to collect bulky items, such as furniture and appliances
- The cost of collecting and processing yard waste

The adjustment calculations performed by the U.S. Bureau of Labor Statistics is done by collecting price data from various urban areas across the country, creating a representative sample based on the services mentioned above, assigning a weight to services based on their significance to the overall cost to provide services, and tracking these costs at regular intervals to monitor changes. Lastly, the collected data and weights are then used to calculate the index.

##### Commercial Bin Overage

Under the initial negotiated rates, the commercial overage amount would be \$65.00 per occurrence for the first year of the agreement until June 30, 2026. Under the revised commercial overage proposal, Republic Services is requesting the overage amount be set at \$79.95 per occurrence starting in year 2 of the agreement on July 1, 2026. Additionally, this rate would not be adjusted by the GTCL until year 3 of the agreement starting on July 1, 2027.

Year	Period	Rate
1	July 1, 2025 to June 30, 2026	\$65.00
2	July 1, 2026 to June 30, 2027	\$79.95
3*	July 1, 2027 to June 30, 2028	\$79.95+GTCL

*\*Adjusted by GTCL thereafter annually*

Any overage amounts would be per occurrence and not a standard reoccurring charge for services. The overage amounts are intended to address the additional clean-up costs for overflowing containers, ensure the safety of the garbage truck operators and any other employees that use the containers, and protect the health and safety of the public by maintaining a clean environment around the containers to prevent insects and vermin from accessing overflowing materials. The overage charges would also serve as a tool to encourage better sorting and disposal practices by commercial customers.

In addition, Republic Services would still be required to provide photographic documentation, notify the customer of the container overage, and provide information on service alternatives and right-sizing containers. Republic and City staff will work with commercial customers to reduce any instances of overflow and provide alternative solutions such as locking bins and/or securing trash enclosures.

As part of this revised proposal, Republic Services is also requesting the following revisions to the initial negotiated terms which were presented at the February 18, 2025 City Council meeting:

- Republic Services would retain full flow control for all residential and commercial recyclable materials
- Revised phase-in period from Consumer Price Index (CPI) to the GTCI as the rate adjustment index
  - Phase-in from CPI to GTCI for the residential sector would occur from years 2 through 5
  - Phase-in for commercial sector would be 100% to the GTCI starting in year 2
- Streamlined reporting requirements in Exhibit F to align with actual SB 1383 requirements
- Re-opener language to discuss the landfill disposal component upon the approval of the new Orange County waste disposal agreement

#### Republic Services Contract Negotiations Results

At the January 17, 2023, Brea City Council Meeting, the City Council created a Solid Waste Ad Hoc Committee (Ad Hoc Committee). It assigned Council Member Hupp and Council Member Vargas to serve on the committee. Since then, the Ad Hoc Committee and City staff have been engaged in extensive negotiations with Republic Services to reach a comprehensive agreement that will provide all the additional services the City must implement to comply with SB 1383 regulations. This Second Amended and Restated Franchise Agreement will memorialize each party's rights and obligations in a single document to implement an SB 1383-compliant program in Brea. The tentative Agreement is being presented for City Council consideration. Below is a summary of some of the new provisions.

#### Residential and Commercial Rates

A significant component of the Second Amended and Restated Franchise Agreement (Agreement) is implementing a residential curbside organic waste collection program. Under the new program, single-family residential locations can place food scraps in their yard waste cart; thus, the yard waste cart will now be considered an organic waste cart. The residential curbside organic waste collection program was a service that was not part of the prior 2002 Agreement. This component was also one of the crucial activities identified in the City's CAP with CalRecycle.

Table 1 compares single-family residential (curbside) rates of Orange County cities that contract with Republic Services. When reviewing the table, it is essential to note that some cities that contract with Republic Services have not yet implemented a residential organic waste collection program. Once all cities have implemented a program, Brea's single-family rate is anticipated to be closer to the median of cities that contract with Republic Services.

O.C. Cities - Republic Services	
Table 1: Single Family Residential Curb Side Cart Rate <sup>1</sup>	
City	Monthly Rate
Seal Beach <sup>2</sup>	\$23.96
Santa Ana	\$26.39
Fullerton <sup>2</sup>	\$27.11
Anaheim	\$27.41
Huntington Beach <sup>2</sup>	\$27.77
Garden Grove	\$28.57
Fountain Valley	\$29.20
Brea	\$31.27
Yorba Linda	\$32.85
Villa Park	\$39.25
Placentia <sup>2</sup>	\$41.20

<sup>1</sup> Rate includes 3 carts - regular trash, recycling, and yard/organic waste

<sup>2</sup> Residential curbside SB 1383 program not implemented

The City of Brea had already established an organic waste collection program for commercial properties under the 2019 CORP agreement to comply with prior organic waste legislation (Assembly Bill 1826). Under SB 1383 regulations, multi-family locations consisting of 5 dwelling units or more are considered commercial entities and fall under commercial services. Through extensive negotiations by the City's Ad Hoc Committee, commercial rate increases were minimized. The amended Agreement keeps commercial rates competitive compared to other Orange County cities that contract with Republic Services.

Table 2 compares commercial/multi-family rates for the most commonly used container size for cities that contract with Republic Services. Under the negotiated terms, Brea will be the second lowest for this container size among cities serviced by Republic.

O.C. Cities - Republic Services	
Table 2: Commercial/Multi-Family 3 CY Trash Rate <sup>1</sup>	
City	Rate (1x/week pick-up)
Villa Park	\$192.33
Brea	\$192.44
Yorba Linda	\$198.56
Seal Beach	\$203.17
Anaheim	\$212.36
Santa Ana	\$215.48
Placentia	\$215.96
Huntington Beach	\$221.73
Garden Grove	\$228.78
Fullerton	\$232.36
Fountain Valley	\$257.87

<sup>1</sup> Most commonly used container size Commercial/Multi-Family locations 3 cubic yard bin

Table 3 compares commercial/multi-family rates for the most commonly used recycling container size for cities that contract with Republic Services. Through negotiations, Brea is in the top half of rates for containers this size.

<b>O.C. Cities – Contracted with Republic Services</b>	
<b>Table 3: Commercial/Multi-Family 3 CY Recycle Rate<sup>1</sup></b>	
<b>City</b>	<b>Rate (1x/week pick-up)</b>
Anaheim	\$110.62
Garden Grove	\$155.14
Yorba Linda	\$159.08
Brea	\$160.45
Santa Ana	\$161.61
Fountain Valley	\$183.66
Placentia	\$184.27
Huntington Beach	\$184.33
Villa Park	\$187.39
Fullerton	\$195.29
Seal Beach	N/A

<sup>1</sup> Most commonly used container size Commercial/Multi-Family locations 3 cubic yard bin

The City's Ad Hoc Committee also secured no rate increases for commercial organic waste collection services. The proposed rate will place Brea in the median of cities contracting with Republic Services.

<b>O.C. Cities - Republic Services</b>	
<b>Table 4: Commercial/Multi-Family 65G Organic Waste Cart Rate<sup>1</sup></b>	
<b>City</b>	<b>Rate (1x/week pick-up)</b>
Fullerton	\$55.49
Yorba Linda	\$56.06
Placentia	\$56.57
Huntington Beach	\$58.21
Fountain Valley	\$58.37
Brea	\$65.19
Anaheim	\$69.03
Garden Grove	\$82.82
Villa Park	\$84.59
Santa Ana	\$86.28
Seal Beach	N/A

<sup>1</sup> Most commonly used container size Commercial/Multi-Family locations 65-gallon cart

The amended Agreement also provides customer credits for potential future labor unrest which may impact services. This provision will allow customers to receive compensation for any missed service days. Additionally, the amended Agreement retains the fifty percent revenue sharing from the sale of recyclable materials collected by providing residential customer rebates.

#### Liquidated Damages

The amended Agreement contains new liquidated damages provisions to help ensure Republic Services is adhering to performance standards. These liquidated damages allow the City to hold Republic Services accountable for substandard service by imposing monetary penalties. Below are some of the liquidated damages the City would be able to impose:

- Failure to collect discarded materials that have been adequately set out for collection - \$100 per occurrence.
- Failure to collect illegally dumped bulky goods within two days of notification by the City -\$100 per day.
- Failure to clean up vehicle leaks or spills within the agreed time-frame - \$500 per occurrence.

- Failure to record a response to a customer complaint or request within 24 hours of resolution—\$100 per occurrence.
- Failure to repair or replace a damaged or missing container within two working days of a request from the City or a customer—\$50 per day.

The complete list of liquidated damages can be found in Section 12.6 of the attached amended Agreement.

### Flow Control

Under the initial negotiated terms, the City retained flow control rights for solid waste disposal for single-family and commercial customers. In addition, the Amended Agreement explicitly designates that the City will retain flow control for single-family residential recycling materials and organic materials, a key provision that the City retains. This allows the City to direct which facilities these materials should be taken to for processing and disposal. Retaining this option could minimize future rate adjustments for single-family residential customers by allowing the City to designate facilities that may have lower processing and disposal costs.

### Outreach and Education Requirements

The amended Agreement contains additional education and outreach activities that City staff and Republic Services will conduct. These efforts will be key to the City's compliance with SB 1383 to inform residential and commercial customers of new service levels, container configurations, and recycling requirements. Upon approval of the amended Agreement, City staff and Republic Services will begin notification of the new service collection program. This will include mailings to all residential and commercial customers regarding the new program requirements, updates on both Republic Services and City websites, quarterly newsletters, and informational posts on the City's social media platforms. Republic Services will be required under the amended Agreement to provide continuous education and outreach to all residential and commercial customers annually to ensure SB 1383 compliance.

Moreover, Republic Services will assign a full-time, Brea-dedicated Recycling Coordinator/Sustainability Advisor and one part-time route auditor to assist with citywide education and outreach efforts, participate in community events, conduct waste audits, resolve customer complaints/requests, and perform additional compliance efforts.

Once the amended Agreement is approved, Republic Services will distribute a new cart label to all single-family residential locations in the City. Residents will place these new labels on their yard waste containers to identify the expanded accepted materials for collecting all organic waste. This is because Brea's current residential yard waste carts do not meet SB 1383 labeling and color requirements. With the goal of limiting the increase to residential rates, the temporary labels were a compromise, allowing the current carts to continue to be used until they become damaged or worn. Once the cart has reached the end of its useful life, it will be replaced with an SB 1383-compliant cart. Under SB 1383, current carts are allowed to be used until January 1, 2036.

### Monitoring and Reporting

The amended Agreement contains provisions for contamination monitoring and reporting requirements to comply with SB 1383 regulations. Republic Services will be required to perform container contamination monitoring, conduct route reviews of containers for prohibited container contaminants, prepare reports, and assist customers in reducing the levels of contamination in their containers.

Upon identification of prohibited container contaminants, Republic Services shall provide the customer with a notice of contamination, either as a courtesy pick-up notice or a non-collection notice. Commercial customers who receive a notice will be informed of the observed presence of prohibited container contaminants, information on the customer's requirement to properly separate materials into the appropriate containers, and information that contamination fees may be assessed following one instance of contaminated materials for commercial customers. Residential customers will be notified via a non-collection notice of container contamination and instructed to properly separate the materials into the appropriate container before servicing them.

Republic Services will also be required to maintain a container contaminant log and fee assessment report, which will be included in monthly activity reports for the City. These reports will be required to maintain compliance with the record-keeping requirements under SB 1383. Furthermore, Republic Services shall prepare and submit the draft CalRecycle Electronic Annual Report (EAR) to the City for review and approval by July 1 of each year. All jurisdictions are required by the State to submit an EAR annually to monitor progress in implementing solid waste and recycling laws.

#### Food Recovery Assistance

The amended Agreement contains a provision to assist with identification and outreach to Commercial Edible Food Generators (CEFG) as part of food recovery efforts. Under the amended Agreement, Republic Services will provide a \$45,000 annual lump sum to help fund an agreement with a food recovery organization to facilitate food recovery efforts. City staff and Republic Services will annually provide education outreach, legislative requirement reminders, and training to all on-site employees for CEFG to ensure SB 1383 compliance. Furthermore, Republic Services will be expected to facilitate the growth of food recovery efforts in Brea for Edible Food Recovery Organizations to ensure a collaborative approach to reducing food waste within the community.

#### City and Community Services

The amended Agreement also contains additional benefits to the community and City. Republic Services will continue to provide solid waste and recycling collection and disposal services for City-sponsored events at no cost. The amended Agreement also annually provides seven 40-yard roll-off containers for the City to utilize for neighborhood or other cleanup events such as Love Brea. Republic will also provide up to 20 tons of compost and/or mulch for community giveaway events for Brea residents to pick up. This material will assist the City in achieving its annual recovered organic target. Additionally, the amended Agreement includes a new annual mobile paper shredding event where residents can take old paperwork to be securely shredded on-site.

#### Compliance with other State Laws

The amended Agreement will help the City maintain compliance with other State laws regarding solid waste and recycling, including:

- AB 939 - Adopted in 1989, AB 939 (the California Integrated Waste Management Act of 1989) provides the statutory framework for solid waste collection and diversion by jurisdictions in the State
- AB 341 - Adopted in 2012, AB 341 required mandatory commercial recycling and set forth a state diversion goal of 75% by 2020
- AB 1826 - Adopted in 2014, AB 1826 required mandatory commercial organics (food and green waste) recycling from businesses and green waste recycling from multi-family units (five or more units) by April 2016. Food scrap recycling programs were also required to be offered to businesses meeting the thresholds of the law
- AB 1594 - Eliminated allowing the use of green (yard) waste for alternative daily cover at landfills as a diversion credit in state reporting starting in January 2020

- SB 1383 - Effective January 1, 2022, SB 1383 established goals to reduce short-lived climate pollutants (e.g., greenhouse gasses) by 75 percent by 2025 throughout the State. In particular, focusing on methane gasses released from landfills from decomposing organic material. The law also set a 20% recovery threshold for edible food from being disposed in landfills.

### Environmental Determination

The City Council finds and determines that approval of the 2025 Franchise Agreement and the Proposed Rate Adjustments is exempt from California Environmental Quality Act ("CEQA") review under statutory and categorical exemptions, including those outlined in California Code of Regulations Title 14, Sections 15061(b) (3), 15273(a), 15301, and 15308. Development and implementation of the amended organic waste collection services under the 2025 Agreement is a requirement of SB 1383 and CalRecycle and is exempt from CEQA because it is an action under a regulatory requirement to assure the protection of the environment and involves procedures for the protection of the environment. Furthermore, the amended organic waste collection services apply to the City's existing volume of generated solid waste, which has no expansion of use. The Proposed Rate Adjustments are necessary to meet the operating expenses of the organic waste collection program. These approvals are additionally exempt under the general rule that CEQA applies only to projects that can potentially cause a significant effect on the environment.

### Cost-of-Service-Study

The proposed solid waste rate adjustments are needed to comply with new unfunded State regulations required by SB 1383. They also coincide with the Second Amended and Restated Franchise Agreement being presented for City Council consideration. The proposed rate adjustments will allow for Republic Services to implement a residential curbside organic waste collection program, expand current commercial organic waste collection services, procure additional collection carts and vehicles, implement monitoring and reporting functions, assist with edible food recovery efforts, and incorporate additional service measures to ensure compliance with SB 1383.

NewGen Strategies and Solutions, LLC (NewGen) conducted a cost-of-service study (Study) (Attachment B—Solid Waste Cost of Service Study Memorandum), which examined the City's Sanitation and Street Sweeping Fund (Fund 440). The Study focused on residential solid waste collection services to determine if the proposed rate adjustment will meet the cost-of-service requirements to ensure the continuous delivery of essential sanitation services and implement additional services to comply with SB 1383 regulations.

The Study analyzed historical data for Fund 440 from the past five budget cycles, the current Fiscal Year budget for Fund 440, and Republic Services' estimated cost for residential organic waste collection service to design rates for the City for Fiscal Year (FY) 2024-2025. The Study also removed 15% of City staff salary expenses to account for assistance provided to commercial customers as part of daily City functions.

Under current year projections, the cost to provide residential solid waste collection is \$4,061,390. This cost does not include the additional amount to implement the new residential curbside organic waste collection service. The current revenues generated at the current curbside cart rate is \$3,857,941. This results in a current under-recovery of costs of \$203,449. The solid waste franchise fees collected in FY 23-24 were \$1,164,193, included in the City's General Fund revenues. These revenues are utilized for various General Fund activities. They are not intended to administer the solid waste program. As a result, Table 5 shows the amount of solid waste franchise fees collected and the General Fund subsidies to Fund 440. Enterprise funds should strive to be cost-neutral and not be provided subsidies from General Fund revenues.



<b>Table 5: Current Residential Solid Waste Revenues &amp; Costs</b>	
<b>Fund 440</b>	<b>FY 2024-2025</b>
Solid Waste Budget Costs (Minus Commercial Costs)	\$4,061,390*
Current Revenues Residential Services	\$3,857,941
<b>Over/(Under) Cost Recovery at Current Rate</b>	<b>\$(203,449)</b>
<b>Franchise Fees</b>	
Solid Waste Franchise Fees (FY 23-24)	\$1,164,193
Transfer from General Fund to Fund 440	<b>\$159,245</b>

\*Cost projection does not include additional residential organic waste collection costs

After reviewing historical and current budget data, NewGen determined that the total revenue requirement to achieve cost recovery for residential solid waste services in Fund 440 for FY 2024-2025 is \$4,504,926. According to the Study, most of those costs, which amount to \$3,440,310, are related to the contract with Republic Services. The remaining costs are for salaries and benefits of City staff to administer the solid waste program and provide residential billing services. There is an additional cost of \$487,740 in FY 2024-2025 for Republic Services to implement the new curbside residential organic waste collection service. This new service is a significant component of the Second Amended and Restated Franchise Agreement. Table 6 outlines the FY 2024-2025 revenue requirement for residential solid waste services.

<b>Table 6: Residential Solid Waste Revenue Requirement</b>	
<b>Fund 440</b>	<b>FY 2024-2025</b>
Solid Waste Budget Costs (Minus Commercial Costs)	\$4,017,186
Additional Organics Collection Costs	\$487,740
<b>Solid Waste Revenue Requirement</b>	<b>\$4,504,926</b>

The Study showed that under the current residential cart rate of \$27.80 per month, there is a projected under-recovery of \$646,985 for FY 2024-2025. The under-recovery results from the total revenue from the current curbside cart rate of \$3,857,941 compared with the future revenue requirement of \$4,504,926 to implement the residential organic waste collection service and account for City administrative costs. Table 7 shows the difference between the current curbside cart rate revenues and the future revenues needed to cover service costs.

<b>Table 7: Revenue Recovery from Current Residential Cart Rate</b>	
<b>Fund 440</b>	<b>FY 2024-2025</b>
Revenue from Current Residential Cart Rate	
Standard Cart Revenue	\$3,756,002
Additional Cart Revenue	\$101,939
<b>Total Annual Solid Waste Revenue</b>	<b>\$3,857,941</b>
Total Annual Solid Waste Revenue	\$3,857,941
Solid Waste Revenue Requirement	\$4,504,926
<b>Over/(Under) Cost Recovery at Current Rate</b>	<b>\$(646,985)</b>

To achieve cost recovery, including the new curbside residential organic waste collection program, NewGen recommended a \$4.79 increase to the current monthly refuse rate.

<b>Table 8: Proposed Adjusted Solid Waste Residential Rate – Consultant Recommendation</b>			
Current Residential Rate	Contract Rate to Republic Services	PW Administration/Utility Billing	Proposed Adjusted Rate
\$27.80	\$29.45	\$3.14	\$32.59



Based on the consultant's recommended \$4.79 increase, \$29.45 is comprised of the negotiated contract rate with Republic Services to implement required SB 1383 programs. The additional \$3.14 would go to the City to cover costs for administration and oversight of the residential solid waste program and billing services.

After reviewing the study results, City staff conducted additional research to determine if any action could be taken to reduce the consultant-recommended residential rate. Staff determined that the recommended residential rate could be reduced due to current staffing vacancies in the Public Works Department. As a result, City staff's recommended adjusted residential rate is \$31.27 per month which is \$1.32 less than the consultant's recommended rate. This recommended residential rate is projected to result in an under-recovery of \$158,930 for Fund 440, compared to the full cost recovery identified in the Study, by the end of FY 2024-2025.

Table 9: Proposed Adjusted Solid Waste Residential Rate – City Staff Recommendation			
Current Residential Rate	Contract Rate to Republic Services	PW Administration/Utility Billing	Proposed Adjusted Rate
\$27.80	\$29.45	\$1.82	\$31.27

The City staff proposed rate retains the negotiated contracted rate to allow Republic Services to implement required SB 1383 programs and maintain minimum service levels provided by City staff for the remainder of FY 2024-2025. The proposed adjustments account for all labor, equipment, materials and supplies, insurance, overhead, transfer, and disposal necessary to perform all services. With its consultant, the City has reviewed the overall proposed rate adjustments as part of the Study and determined them to be reasonable.

Furthermore, the proposed rate adjustments will allow the City to implement the necessary services to satisfy the action items identified in its formal CAP and ensure compliance with SB 1383 regulations. If the City Council approves the proposed rate adjustments, the new rates will go into effect on March 1, 2025.

#### Proposition 218 Public Hearing

Proposition 218 (Prop. 218) requires the City to conduct a public hearing to consider approving a resolution adjusting solid waste service rates for residential, multi-family, and commercial customers. The City must mail the notice at least forty-five (45) days before the public hearing date regarding the proposed rates.

Beginning the week of December 1, 2024, per Prop. 218, the City mailed notifications of the proposed adjusted, solid waste service rates to property owners, commercial customers, tenants, and occupants as part of the bi-monthly utility billing (Attachment A—Prop. 218 Public Hearing Notice). Separate Prop. 218 notices were mailed out on December 19, 2024, utilizing the most current addresses from Orange County property tax roll assessments.

The Prop. 218 notice identified the proposed adjusted rates and instructions for filing written protests concerning the proposed rates. As of agenda preparation on January 28, 2025, the City received three written protest objecting to the rate increase. Protest letters from over 50% of the parcels in Brea would be required to prevent the approval of the recommended actions. If no majority protest is received, and the City Council approves the resolution, the rate adjustments would be effective March 1, 2025.

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

This staff report was reviewed by the Finance Committee at their January 28, 2025, meeting and recommended to proceed to City Council.

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

Under the Second Amended and Restated Franchise Agreement, the City will be paid a 10 percent franchise fee. The annual franchise fee is estimated to be \$1.2 million for the Agreement's first year. Subsequent franchise fee payments will depend upon the revenues collected after applying the rate adjustment indexes and the number of active solid waste accounts. The collected franchise fees are deposited into the General Fund (Fund 110).

City staff's recommended residential curbside monthly cart rate of \$31.27 is estimated to generate \$4,345,996 in revenue for Fund 440. Based on the staff-recommended residential rate, there is a projected under-recovery of \$158,930 by the end of FY 2024-2025. After the conclusion of FY 2024-2025, additional rate adjustments may be needed to achieve full cost recovery, as identified in the Cost-of-Service Study for Fund 440, which can be further analyzed as part of future budgeting processes.

## **RESPECTFULLY SUBMITTED**

Kristin Griffith, City Manager

Prepared by: Francesca Vivanti, Management Analyst I and Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho, PE, Public Works Director

## **Attachments**

[Attachment A - Proposition 218 Notices of Public Hearing.pdf](#)

[Attachment B - Solid Waste Cost of Service Study Memorandum.pdf](#)

[Attachment C - Resolution Approving 2nd Amended Solid Waste Franchise Agreement and Rate Adjustments.pdf](#)

[Attachment D - Revised Draft Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California LLC - Redline Text](#)

[Attachment E - Revised Draft Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California LLC - Final Text](#)

[Attachment F - Revised Draft Second Amended and Restated Franchise Agreement Exhibits](#)



# PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

Service rates are for the operation and administration of the solid waste disposal and recycling services and programs implemented by the franchisee as required by State law, the Brea Municipal Code, and the franchise agreement.

Such services include solid waste containers, solid waste pick-up, a set number of bulky item pickups per year, e-waste disposal, compost giveaways, and other community clean up events.

## WHAT IS SENATE BILL 1383 ?

Short-lived Climate Pollutants (SLCP): Organic Waste Reductions Act was signed into law in 2016 and established methane emissions targets and edible food recovery goals.

For more information on SB 1383, visit [calrecycle.ca.gov/organics/slcp/](http://calrecycle.ca.gov/organics/slcp/)

Additional information on services provided by Republic Services can be found at [www.recyclebrea.net](http://www.recyclebrea.net)



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## **CITY OF BREA NOTICE OF PUBLIC HEARING FOR PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES**

**NOTICE IS HEREBY GIVEN** that the Brea City Council will hold a public hearing on proposed adjustments to solid waste and recycling service rates on **Tuesday, February 4, 2025 at 7:00 PM**, or as soon as the matter may be heard, at 1 Civic Center Circle, Brea, CA 92821 in City Council Chambers. If approved by the City Council in the absence of a majority protest (see below), the initial increases will go into effect on March 1, 2025.

### **WHY HAVE I RECEIVED THIS NOTICE?**

This notice is regarding a public hearing to consider proposed adjustments to solid waste and recycling service rates for all Brea solid waste customers. The public hearing will be conducted in accordance with Proposition 218 (1996), specifically California Constitution Article XIII D, Section 6. This notice is being sent to all property owners of record whose parcels receive solid waste and recycling services from Brea's solid waste hauler franchisee and to tenants who are directly responsible for payment of the solid waste and recycling service rates.

### **WHY ARE RATE INCREASES NECESSARY?**

All California cities, including Brea, face the most stringent solid waste legislation in history under Senate Bill 1383 (2016) ("SB 1383"). SB 1383 mandates the State of California to reduce organic waste disposal (including green waste and food waste) 50% by January 1, 2020, and 75% by January 1, 2025. SB 1383 also requires the State to recover 20% of edible food by January 1, 2025. As a result, green waste and food waste can no longer be disposed of in a landfill and must be recycled. The SB 1383 organic recycling mandates, along with current economic conditions, including equipment supply chain interruptions and labor shortages, are significantly impacting the solid waste industry. For the City of Brea to remain in compliance with State law and avoid being fined by the State, expanded solid waste and recycling services are necessary, none of which are funded by the State. Therefore, these expanded services and other cost increases must be funded by adjusting the solid waste and recycling service rates.

### **PROPOSED SOLID WASTE & RECYCLING SERVICE RATES**

The City Council will consider the proposed adjustments to the solid waste and recycling service rates in connection with entering into a restated and amended Franchise Agreement with the City's solid waste hauler franchisee, Republic Waste Services of Southern California LLC, which does business as Brea Disposal. The new Franchise Agreement will ensure that the City continues to be in compliance with SB 1383 and other unfunded State mandates for solid waste and recycling. The proposed rates represent the maximum amount that customers can be charged pursuant to the new Franchise Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, profit, and all other things necessary to perform solid waste and recycling services.

Under the new Franchise Agreement, there are two customer classes: (i) single-family residential (premises with less than five dwelling units) and (ii) commercial, which includes multi-family and industrial. The proposed single-family residential monthly rate is a flat rate comprised of a City Utility Billing Component, Service Component, and Disposal Component, and includes one pick-up per week of a trash cart, recycling cart, and organic waste cart. The proposed commercial monthly rates are comprised of a Service Component and a Disposal Component for each type of service (trash, recycling and organic waste), and for each type of service is based on: (i) container size (in gallons or cubic yards); (ii) type of container (e.g., cart or bin); and (iii) frequency of pick-ups per week. Absent a waiver, commercial customers are required to have trash, organic waste and recycling service. For all customers, extra services (e.g., roll-out services) are available at additional cost. A partial list of the proposed rates are set forth in the attached Exhibit A. A full list of the proposed rates can be viewed on the City's website at [www.cityofbrea.net/recyclebrea](http://www.cityofbrea.net/recyclebrea).

If approved by the City Council, the initial rate adjustments will go into effect on March 1, 2025. In addition, without the City Council holding additional public hearings, the rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 to account for inflation and changes in the gate rate at the County landfill. The method for calculating the annual adjustments can be viewed on the City's website at [cityofbrea.net/recyclebrea](http://cityofbrea.net/recyclebrea).

### **HOW CAN I PARTICIPATE? WHAT IS A MAJORITY PROTEST?**

At the public hearing, the City Council will hear and consider all objections or protests to the proposed adjustments to the solid waste and recycling service rates. Any property owner of record whose parcel receives solid waste and recycling services from Republic and any property tenant that is directly responsible for payment of solid waste and recycling service rates (each, a "rate payer") may submit a written protest against the proposed adjustments to the solid waste and recycling service rates. Written protests may be personally delivered to the City Clerk during the public hearing. Written protests may also be mailed to the City of Brea, Attention: City Clerk, 1 Civic Center Circle, Brea, CA 92821 or delivered in-person to City Hall, 1 Civic Center Circle, Brea, CA 92821. Protests that are mailed or delivered to City Hall must be received by the City Clerk by 7:00 PM on February 4, 2025.

To be counted, a written protest must: (1) identify the parcel of property subject to the proposed adjustments to solid waste and recycling service rates, (2) identify the rate payer, and (3) include the signature of the rate payer. Emailed protests will not be counted in determining the existence of a majority protest. A majority protest will exist if, at the end of the public hearing, there are written protests submitted by a majority of the rate payers subject to the proposed adjustments to solid waste and recycling service rates. No more than one written protest per parcel of property will be counted in calculating a majority protest. The City Council cannot adopt the proposed adjustments to the solid waste and recycling service rates if a majority protest exists.

### **WHERE CAN I FIND MORE INFORMATION?**

For more information regarding the State's SB 1383 unfunded mandate please visit CalRecycle's website at [calrecycle.ca.gov/organics/slcp](http://calrecycle.ca.gov/organics/slcp). You may also contact the Brea Public Works Department at (714) 990-7691 if you have questions about this notice or your solid waste and recycling service rates.



## EXHIBIT A

## ATTACHMENT A

## CITY OF BREA PROPOSED SOLID WASTE &amp; RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

SINGLE FAMILY RESIDENTIAL SERVICES*	Current Rate	<sup>1</sup> City Utility Billing	<sup>1</sup> Collection Component (85%)	<sup>1</sup> Disposal Component (15%)	<sup>1</sup> Proposed Adjusted Rate
*Residential premises with 4 or less dwelling units					
MONTHLY RESIDENTIAL RATE (Includes 3 carts: 1 Trash, 1 Recycle, 1 Organic Waste 1x/week PICK-UP)	\$27.80	\$3.14	\$25.03	\$4.42	\$32.59
ADDITIONAL RESIDENTIAL					
TRASH CONTAINER	\$13.15		\$12.95	\$2.28	\$15.23
ORGANIC WASTE CONTAINER	\$6.04		\$5.95	\$1.05	\$7.00
RECYCLE CONTAINER	\$0.00		\$0.00	\$0.00	\$0.00
MOBILE HOME RESIDENTIAL RATE	\$27.80	\$3.14	\$25.03	\$4.42	\$32.59
TEMPORARY 3 YARD RES. BIN	\$105.89		\$104.26	\$18.40	\$122.66
3 DAYS (Del - Fill - PICK-UP & Disposal)					
RESIDENTIAL ROLL-OUT SERVICES (Service is for customers that want back door, garage, walk in service)	\$14.01		\$13.79	\$2.43	\$16.22
RESIDENTIAL EXTRA DUMP - ALL 3 CONTAINERS	\$29.74		\$29.28	\$5.17	\$34.45
RESIDENTIAL EXCHANGE OF ALL 3 CONTAINERS	\$45.98		\$45.27	\$7.99	\$53.26
RESIDENTIAL CONTAINER REPLACEMENT - MISUSE (Each)	\$81.36		\$80.11	\$14.14	\$94.25
RESIDENTIAL BULKY-ITEM COLLECTION					
Additional Pick-ups Over 3x Pick-up/Year	\$57.55		\$56.67	\$10.00	\$66.67
Charge for Each Item Over 20 per Collection	\$8.22		\$8.09	\$1.43	\$9.52
Additional Fee Required for Gas Recovery	\$78.12		\$76.92	\$13.57	\$90.49
RESIDENTIAL KITCHEN PAIL FOR PURCHASE (unbranded)	New Rate				\$12.15
COMMERCIAL/MULTI-FAMILY/INDUSTRIAL BIN SERVICE	Current Rate		<sup>2</sup> Collection Component (85%)	<sup>2</sup> Disposal Component (15%)	<sup>2</sup> Proposed Adjusted Rate
(Absent a waiver, trash, recycle and organic waste service is required. Typical service includes 1 trash, 1 recycle, and 1 organic waste container)					
COMMERCIAL BARREL RATE (96 GALLON TRASH)	\$41.26		\$37.26	\$6.58	\$43.84
MONTHLY COMMERCIAL TRASH BIN RATES					
1.5 YARD TRASH BIN 1x/week PICK-UP	\$111.93		\$101.09	\$17.84	\$118.93
1.5 YARD TRASH BIN 2x/week PICK-UP	\$194.06		\$175.26	\$30.93	\$206.19
1.5 YARD TRASH BIN 3x/week PICK-UP	\$276.19		\$249.43	\$44.02	\$293.45
1.5 YARD TRASH BIN 4x/week PICK-UP	\$358.32		\$323.61	\$57.11	\$380.72
1.5 YARD TRASH BIN 5x/week PICK-UP	\$440.45		\$397.78	\$70.20	\$467.98
1.5 YARD MANURE BIN 1x/week PICK-UP	\$123.43		\$111.47	\$19.67	\$131.14
1.5 YARD MANURE BIN 2x/week PICK-UP	\$217.06		\$196.03	\$34.59	\$230.62
1.5 YARD MANURE BIN 3x/week PICK-UP	\$310.69		\$280.59	\$49.52	\$330.11
1.5 YARD MANURE BIN 4x/week PICK-UP	\$404.32		\$365.15	\$64.44	\$429.59
1.5 YARD MANURE BIN 5x/week PICK-UP	\$497.95		\$449.71	\$79.36	\$529.07
2 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$139.04	\$24.54	\$163.58
2 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$232.28	\$40.99	\$273.27
2 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$325.52	\$57.44	\$382.96
2 YARD TRASH BIN 4x/week PICK-UP	New Rate		\$418.76	\$73.90	\$492.66
2 YARD TRASH BIN 5x/week PICK-UP	New Rate		\$512.00	\$90.35	\$602.35
3 YARD TRASH BIN 1x/week PICK-UP	\$181.12		\$163.57	\$28.87	\$192.44
3 YARD TRASH BIN 2x/week PICK-UP	\$302.58		\$273.27	\$48.22	\$321.49
3 YARD TRASH BIN 3x/week PICK-UP	\$424.04		\$382.96	\$67.58	\$450.54
3 YARD TRASH BIN 4x/week PICK-UP	\$545.50		\$492.65	\$86.94	\$579.59
3 YARD TRASH BIN 5x/week PICK-UP	\$666.96		\$602.35	\$106.30	\$708.65
3 YARD MANURE BIN 1x/week PICK-UP	\$195.79		\$176.82	\$31.20	\$208.02
3 YARD MANURE BIN 2x/week PICK-UP	\$331.92		\$299.77	\$52.90	\$352.67
3 YARD MANURE BIN 3x/week PICK-UP	\$468.05		\$422.71	\$74.60	\$497.31
3 YARD MANURE BIN 4x/week PICK-UP	\$604.18		\$545.65	\$96.29	\$641.94
3 YARD MANURE BIN 5x/week PICK-UP	\$740.31		\$668.59	\$117.99	\$786.58
3 YARD TEMP CONSTRUCTION BIN 1x/week PICK-UP	\$232.94		\$210.37	\$37.12	\$247.49
3 YARD TEMP CONSTRUCTION BIN 2x/week PICK-UP	\$360.11		\$325.22	\$57.39	\$382.61
3 YARD TEMP CONSTRUCTION BIN 3x/week PICK-UP	\$487.28		\$440.07	\$77.66	\$517.73
3 YARD TEMP CONSTRUCTION BIN 4x/week PICK-UP	\$614.45		\$554.93	\$97.93	\$652.86
3 YARD TEMP CONSTRUCTION BIN 5x/week PICK-UP	\$741.62		\$669.78	\$118.20	\$787.98
3 YARD COMPACTED BIN 1x/week PICK-UP	\$266.27		\$240.48	\$42.44	\$282.92
3 YARD COMPACTED BIN 2x/week PICK-UP	\$481.71		\$435.04	\$76.77	\$511.81
3 YARD COMPACTED BIN 3x/week PICK-UP	\$697.15		\$629.61	\$111.11	\$740.72
3 YARD COMPACTED BIN 4x/week PICK-UP	\$912.59		\$824.18	\$145.44	\$969.62
3 YARD COMPACTED BIN 5x/week PICK-UP	\$1,128.03		\$1,018.75	\$179.78	\$1,198.53
4 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$188.11	\$33.20	\$221.31
4 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$314.26	\$55.46	\$369.72
4 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$440.41	\$77.72	\$518.13
4 YARD TRASH BIN 4x/week PICK-UP	New Rate		\$566.55	\$99.98	\$666.53
4 YARD TRASH BIN 5x/week PICK-UP	New Rate		\$692.70	\$122.24	\$814.94
6 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$327.15	\$57.73	\$384.88
6 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$546.54	\$96.45	\$642.99
6 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$765.92	\$135.16	\$901.08

<sup>1</sup> City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.<sup>2</sup> Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.FULL LIST OF PROPOSED RATES AVAILABLE ON CITY WEBSITE: [www.cityofbrea.net/recyclebrea](http://www.cityofbrea.net/recyclebrea)

## EXHIBIT A

## ATTACHMENT A

## CITY OF BREA PROPOSED SOLID WASTE &amp; RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

6 YARD TRASH BIN 4x/week PICK-UP	New Rate	\$985.31	\$173.88	\$1,159.19
6 YARD TRASH BIN 5x/week PICK-UP	New Rate	\$1,204.70	\$212.59	\$1,417.29
8 YARD TRASH BIN 1x/week PICK-UP	New Rate	\$376.22	\$66.39	\$442.61
8 YARD TRASH BIN 2x/week PICK-UP	New Rate	\$628.52	\$110.91	\$739.43
8 YARD TRASH BIN 3x/week PICK-UP	New Rate	\$880.81	\$155.44	\$1,036.25
8 YARD TRASH BIN 4x/week PICK-UP	New Rate	\$1,133.11	\$199.96	\$1,333.07
8 YARD TRASH BIN 5x/week PICK-UP	New Rate	\$1,385.40	\$244.48	\$1,629.88
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL RECYCLE RATES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
65 GALLON RECYCLE CART 1x/week PICK-UP	New Rate	\$51.00	\$9.00	\$60.00
96 GALLON RECYCLE CART 1x/week PICK-UP	New Rate	\$51.00	\$9.00	\$60.00
2 YARD RECYCLE BIN 1x/week PICK-UP	New Rate	\$95.14	\$16.79	\$111.93
Additional per trip PICK-UP	New Rate	\$95.14	\$16.79	\$111.93
3 YARD RECYCLE BIN 1x/week PICK-UP	\$152.81	\$136.38	\$24.07	\$160.45
Additional per trip PICK-UP	\$152.81	\$136.38	\$24.07	\$160.45
4 YARD RECYCLE BIN 1x/week PICK-UP	New Rate	\$159.89	\$28.22	\$188.11
3 YARD SPLIT BIN (no additional lock fee or installation)	New Rate	\$206.93	\$36.52	\$243.45
COMMERCIAL RECYCLE BIN CONTAMINATION FEE per occurrence	New Rate	\$98.85	\$17.44	\$116.29
COMMERCIAL RECYCLE CART CONTAMINATION FEE per occurrence	New Rate	\$49.44	\$8.72	\$58.16
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL ORGANIC WASTE RATES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
35 GALLON CART 1x/week PICK-UP	\$41.26	\$35.07	\$6.19	\$41.26
35 GALLON CART 2x/week PICK-UP	\$82.52	\$70.14	\$12.38	\$82.52
35 GALLON CART 3x/week PICK-UP	\$123.78	\$105.21	\$18.57	\$123.78
65 GALLON CART 1x/week PICK-UP	\$65.19	\$55.41	\$9.78	\$65.19
65 GALLON CART 2x/week PICK-UP	\$130.37	\$110.81	\$19.56	\$130.37
65 GALLON CART 3x/week PICK-UP	\$195.56	\$166.23	\$29.33	\$195.56
2 YARD BIN 1x/week PICK-UP	\$348.61	\$296.32	\$52.29	\$348.61
2 YARD BIN 2x/week PICK-UP	\$697.21	\$592.63	\$104.58	\$697.21
2 YARD BIN 3x/week PICK-UP	\$1,045.82	\$888.95	\$156.87	\$1,045.82
ORGANIC BIN NON-SCHEDULE ADDITIONAL PICK-UPS	New Rate	\$296.32	\$52.29	\$348.61
ORGANIC CART NON-SCHEDULE ADDITIONAL PICK-UPS	New Rate	\$35.07	\$6.19	\$41.26
ORGANIC BIN CONTAMINATION FEE per occurrence	\$116.29	\$98.85	\$17.44	\$116.29
ORGANIC CART CONTAMINATION FEE per occurrence	\$58.16	\$49.44	\$8.72	\$58.16
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL SPECIAL SERVICES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
Pull out service (applicable when container must be moved more than 25ft)	\$71.94	\$64.97	\$11.47	\$76.44
Lock latch (For any bin with lockbar other than split bins)	\$2.71	\$2.45	\$0.43	\$2.88
Redeliver bin (due to non-payment)	\$101.78	\$91.92	\$16.22	\$108.14
Lock latch bin one-time installation fee (For all lock latch except split bins)	\$120.81	\$109.10	\$19.25	\$128.35
NON-SCHEDULE ADDITIONAL PICK-UPS				
1st BIN PICK-UP (1.5 & 3 YARD BINS)	\$84.79	\$76.58	\$13.51	\$90.09
BIN OVERAGE "OVER THE TOP" - Each Occurrence	\$47.31	\$55.25	\$9.75	\$65.00
COMMERCIAL CONTAINER STEAM CLEANING (container exchanged)	\$135.14	\$122.05	\$21.54	\$143.59
COMMERCIAL BULKY-ITEM COLLECTION				
Bulky item pickups (no limit); max 20 items per collection	\$61.06	\$55.14	\$9.73	\$64.87
Charge for Each Item Over 20 per collection	\$8.12	\$7.33	\$1.29	\$8.62
Additional Fee Required for Gas Recovery	\$78.12	\$70.55	\$12.45	\$83.00
<b>INDUSTRIAL SPECIAL SERVICES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
PERMANENT 30 YARD ROLL-OFF - Min. 4 PICK-UPS per/Month	\$2,646.69	\$2,390.29	\$421.82	\$2,812.11
ADDITIONAL PICK-UP - PERM 30 YARD ROLL-OFF	\$661.67	\$597.57	\$105.45	\$703.02
PERMANENT 15 YARD DEMO BOX - Min. 4 PICK-UPS per/Month	\$2,819.48	\$2,546.34	\$449.35	\$2,995.69
ADDITIONAL PICK-UP - PERM 15 YARD DEMO	\$704.87	\$636.59	\$112.34	\$748.93
PERMANENT 40 YARD PACKER - Each PICK-UP	\$825.04	\$745.11	\$131.49	\$876.60
TEMPORARY 30 YARD ROLL-OFF BOX	\$663.40	\$599.13	\$105.73	\$704.86
TEMPORARY 30 YARD ROLL-OFF BOX - Yardwaste	\$625.25	\$564.68	\$99.65	\$664.33
TEMPORARY 15 YARD DEMO BOX	\$766.18	\$691.96	\$122.11	\$814.07
THREE DAYS - 1 EMPTY				
CONTAINER MONTHLY RENTALS				
THREE (3) YARD BIN	\$67.58	\$61.03	\$10.77	\$71.80
TILT HOPPER	\$52.72	\$47.61	\$8.40	\$56.01
STORAGE CONTAINER	\$106.76	\$96.42	\$17.01	\$113.43
PACKER UNIT - "TURN-A-ROUND" REQUIRED	\$13.76	\$12.43	\$2.19	\$14.62
(Surcharge per Pull)				
SATURDAY SERVICE - PER LOAD	\$40.74	\$36.79	\$6.49	\$43.28
<b>BREA OLINDA SCHOOL DISTRICT</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
MONTHLY COMMERCIAL RATES				
3 YARD BIN 1x/week PICK-UP	\$117.46	\$106.08	\$18.72	\$124.80
3 YARD BIN - ADDITIONAL PICK-UP	\$85.56	\$77.27	\$13.64	\$90.91

<sup>1</sup> City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.<sup>2</sup> Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.FULL LIST OF PROPOSED RATES AVAILABLE ON CITY WEBSITE: [www.cityofbrea.net/recyclebrea](http://www.cityofbrea.net/recyclebrea)



# PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

Service rates are for the operation and administration of the solid waste disposal and recycling services and programs implemented by the franchisee as required by State law, the Brea Municipal Code, and the franchise agreement.

Such services include solid waste containers, solid waste pick-up, a set number of bulky item pickups per year, e-waste disposal, compost giveaways, and other community clean up events.

## ARE WE THE ONLY CITY EXPERIENCING A RATE ADJUSTMENT ?

No. The costs associated with the proposed rate increase will affect most, if not all, jurisdictions in Orange County and the State. Costs associated with inflation, Senate Bill 1383 (SB 1383), and recycling markets will impact solid waste rates all across California.

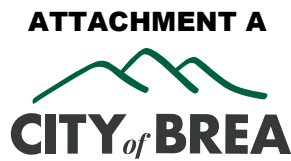
## WHAT IS SENATE BILL 1383 ?

Short-lived Climate Pollutants (SLCP): Organic Waste Reductions Act was signed into law in 2016. The law established statewide targets to achieve a 50% reduction in the level of organic waste disposed in landfills by 2020 and a 75% reduction by 2025. Additionally, the law sets a statewide target of a 20% reduction in the disposal of edible food, and for this food to be recovered for human consumption.

For more information on SB 1383, please visit the CalRecycle website at [calrecycle.ca.gov/organics/slcp/](https://calrecycle.ca.gov/organics/slcp/)



Additional information on services provided by Republic Services  
can be found at [www.recyclebrea.net](https://www.recyclebrea.net)



## **CITY OF BREA NOTICE OF PUBLIC HEARING FOR PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES**

**NOTICE IS HEREBY GIVEN** that the Brea City Council will hold a public hearing on proposed adjustments to solid waste and recycling service rates on **Tuesday, February 4, 2025 at 7:00 PM**, or as soon as the matter may be heard, at 1 Civic Center Circle, Brea, CA 92821 in City Council Chambers. If approved by the City Council in the absence of a majority protest (see below), the initial increases will go into effect on March 1, 2025.

### **WHY HAVE I RECEIVED THIS NOTICE?**

This notice is regarding a public hearing to consider proposed adjustments to solid waste and recycling service rates for all Brea solid waste customers. The public hearing will be conducted in accordance with Proposition 218 (1996), specifically California Constitution Article XIII D, Section 6. This notice is being sent to all property owners of record whose parcels receive solid waste and recycling services from Brea's solid waste hauler franchisee and to tenants who are directly responsible for payment of the solid waste and recycling service rates.

### **WHY ARE RATE INCREASES NECESSARY?**

All California cities, including Brea, face the most stringent solid waste legislation in history under Senate Bill 1383 (2016) ("SB 1383"). SB 1383 mandates the State of California to reduce organic waste disposal (including green waste and food waste) 50% by January 1, 2020, and 75% by January 1, 2025. SB 1383 also requires the State to recover 20% of edible food by January 1, 2025. As a result, green waste and food waste can no longer be disposed of in a landfill and must be recycled. The SB 1383 organic recycling mandates, along with current economic conditions, including equipment supply chain interruptions and labor shortages, are significantly impacting the solid waste industry. For the City of Brea to remain in compliance with State law and avoid being fined by the State, expanded solid waste and recycling services are necessary, none of which are funded by the State. Therefore, these expanded services and other cost increases must be funded by adjusting the solid waste and recycling service rates.

### **PROPOSED SOLID WASTE & RECYCLING SERVICE RATES**

The City Council will consider the proposed adjustments to the solid waste and recycling service rates in connection with entering into a restated and amended Franchise Agreement with the City's solid waste hauler franchisee, Republic Waste Services of Southern California LLC, which does business as Brea Disposal. The new Franchise Agreement will ensure that the City continues to be in compliance with SB 1383 and other unfunded State mandates for solid waste and recycling. The proposed rates represent the maximum amount that customers can be charged pursuant to the new Franchise Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, profit, and all other things necessary to perform solid waste and recycling services.

Under the new Franchise Agreement, there are two customer classes: (i) single-family residential (premises with less than five dwelling units) and (ii) commercial, which includes multi-family and industrial. The proposed single-family residential monthly rate is a flat rate comprised of a City Utility Billing Component, Service Component, and Disposal Component, and includes one pick-up per week of a trash cart, recycling cart, and organic waste cart. The proposed commercial monthly rates are comprised of a Service Component and a Disposal Component for each type of service (trash, recycling and organic waste), and for each type of service is based on: (i) container size (in gallons or cubic yards); (ii) type of container (e.g., cart or bin); and (iii) frequency of pick-ups per week. Absent a waiver, commercial customers are required to have trash, organic waste and recycling service. For all customers, extra services (e.g., roll-out services) are available at additional cost. A partial list of the proposed rates are set forth in the attached Exhibit A. A full list of the proposed rates can be viewed on the City's website at [www.cityofbrea.net/recyclebrea](http://www.cityofbrea.net/recyclebrea).

If approved by the City Council, the initial rate adjustments will go into effect on March 1, 2025. In addition, without the City Council holding additional public hearings, the rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 to account for inflation and changes in the gate rate at the County landfill. The method for calculating the annual adjustments can be viewed on the City's website at [cityofbrea.net/recyclebrea](http://cityofbrea.net/recyclebrea).

### **HOW CAN I PARTICIPATE? WHAT IS A MAJORITY PROTEST?**

At the public hearing, the City Council will hear and consider all objections or protests to the proposed adjustments to the solid waste and recycling service rates. Any property owner of record whose parcel receives solid waste and recycling services from Republic and any property tenant that is directly responsible for payment of solid waste and recycling service rates (each, a "rate payer") may submit a written protest against the proposed adjustments to the solid waste and recycling service rates. Written protests may be personally delivered to the City Clerk during the public hearing. Written protests may also be mailed to the City of Brea, Attention: City Clerk, 1 Civic Center Circle, Brea, CA 92821 or delivered in-person to City Hall, 1 Civic Center Circle, Brea, CA 92821. Protests that are mailed or delivered to City Hall must be received by the City Clerk by 7:00 PM on February 4, 2025.

To be counted, a written protest must: (1) identify the parcel of property subject to the proposed adjustments to solid waste and recycling service rates, (2) identify the rate payer, and (3) include the signature of the rate payer. Emailed protests will not be counted in determining the existence of a majority protest. A majority protest will exist if, at the end of the public hearing, there are written protests submitted by a majority of the rate payers subject to the proposed adjustments to solid waste and recycling service rates. No more than one written protest per parcel of property will be counted in calculating a majority protest. The City Council cannot adopt the proposed adjustments to the solid waste and recycling service rates if a majority protest exists.

### **WHERE CAN I FIND MORE INFORMATION?**

For more information regarding the State's SB 1383 unfunded mandate please visit CalRecycle's website at [calrecycle.ca.gov/organics/slcp](http://calrecycle.ca.gov/organics/slcp). You may also contact the Brea Public Works Department at (714) 990-7691 if you have questions about this notice or your solid waste and recycling service rates.





## EXHIBIT A

## CITY OF BREA PROPOSED SOLID WASTE &amp; RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

SINGLE FAMILY RESIDENTIAL SERVICES*	Current Rate	<sup>1</sup> City Utility Billing	<sup>1</sup> Collection Component (85%)	<sup>1</sup> Disposal Component (15%)	<sup>1</sup> Proposed Adjusted Rate
*Residential premises with 4 or less dwelling units					
MONTHLY RESIDENTIAL RATE (Includes 3 carts: 1 Trash, 1 Recycle, 1 Organic Waste 1x/week PICK-UP)	\$27.80	\$3.14	\$25.03	\$4.42	\$32.59
ADDITIONAL RESIDENTIAL					
TRASH CONTAINER	\$13.15		\$12.95	\$2.28	\$15.23
ORGANIC WASTE CONTAINER	\$6.04		\$5.95	\$1.05	\$7.00
RECYCLE CONTAINER	\$0.00		\$0.00	\$0.00	\$0.00
MOBILE HOME RESIDENTIAL RATE	\$27.80	\$3.14	\$25.03	\$4.42	\$32.59
TEMPORARY 3 YARD RES. BIN	\$105.89		\$104.26	\$18.40	\$122.66
3 DAYS (Del - Fill - PICK-UP & Disposal)					
RESIDENTIAL ROLL-OUT SERVICES (Service is for customers that want back door, garage, walk in service)	\$14.01		\$13.79	\$2.43	\$16.22
RESIDENTIAL EXTRA DUMP - ALL 3 CONTAINERS	\$29.74		\$29.28	\$5.17	\$34.45
RESIDENTIAL EXCHANGE OF ALL 3 CONTAINERS	\$45.98		\$45.27	\$7.99	\$53.26
RESIDENTIAL CONTAINER REPLACEMENT - MISUSE (Each)	\$81.36		\$80.11	\$14.14	\$94.25
RESIDENTIAL BULKY-ITEM COLLECTION					
Additional Pick-ups Over 3x Pick-up/Year	\$57.55		\$56.67	\$10.00	\$66.67
Charge for Each Item Over 20 per Collection	\$8.22		\$8.09	\$1.43	\$9.52
Additional Fee Required for Gas Recovery	\$78.12		\$76.92	\$13.57	\$90.49
RESIDENTIAL KITCHEN PAIL FOR PURCHASE (unbranded)	New Rate				\$12.15
COMMERCIAL/MULTI-FAMILY/INDUSTRIAL BIN SERVICE	Current Rate		<sup>2</sup> Collection Component (85%)	<sup>2</sup> Disposal Component (15%)	<sup>2</sup> Proposed Adjusted Rate
(Absent a waiver, trash, recycle and organic waste service is required. Typical service includes 1 trash, 1 recycle, and 1 organic waste container)					
COMMERCIAL BARREL RATE (96 GALLON TRASH)	\$41.26		\$37.26	\$6.58	\$43.84
MONTHLY COMMERCIAL TRASH BIN RATES					
1.5 YARD TRASH BIN 1x/week PICK-UP	\$111.93		\$101.09	\$17.84	\$118.93
1.5 YARD TRASH BIN 2x/week PICK-UP	\$194.06		\$175.26	\$30.93	\$206.19
1.5 YARD TRASH BIN 3x/week PICK-UP	\$276.19		\$249.43	\$44.02	\$293.45
1.5 YARD TRASH BIN 4x/week PICK-UP	\$358.32		\$323.61	\$57.11	\$380.72
1.5 YARD TRASH BIN 5x/week PICK-UP	\$440.45		\$397.78	\$70.20	\$467.98
1.5 YARD MANURE BIN 1x/week PICK-UP	\$123.43		\$111.47	\$19.67	\$131.14
1.5 YARD MANURE BIN 2x/week PICK-UP	\$217.06		\$196.03	\$34.59	\$230.62
1.5 YARD MANURE BIN 3x/week PICK-UP	\$310.69		\$280.59	\$49.52	\$330.11
1.5 YARD MANURE BIN 4x/week PICK-UP	\$404.32		\$365.15	\$64.44	\$429.59
1.5 YARD MANURE BIN 5x/week PICK-UP	\$497.95		\$449.71	\$79.36	\$529.07
2 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$139.04	\$24.54	\$163.58
2 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$232.28	\$40.99	\$273.27
2 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$325.52	\$57.44	\$382.96
2 YARD TRASH BIN 4x/week PICK-UP	New Rate		\$418.76	\$73.90	\$492.66
2 YARD TRASH BIN 5x/week PICK-UP	New Rate		\$512.00	\$90.35	\$602.35
3 YARD TRASH BIN 1x/week PICK-UP	\$181.12		\$163.57	\$28.87	\$192.44
3 YARD TRASH BIN 2x/week PICK-UP	\$302.58		\$273.27	\$48.22	\$321.49
3 YARD TRASH BIN 3x/week PICK-UP	\$424.04		\$382.96	\$67.58	\$450.54
3 YARD TRASH BIN 4x/week PICK-UP	\$545.50		\$492.65	\$86.94	\$579.59
3 YARD TRASH BIN 5x/week PICK-UP	\$666.96		\$602.35	\$106.30	\$708.65
3 YARD MANURE BIN 1x/week PICK-UP	\$195.79		\$176.82	\$31.20	\$208.02
3 YARD MANURE BIN 2x/week PICK-UP	\$331.92		\$299.77	\$52.90	\$352.67
3 YARD MANURE BIN 3x/week PICK-UP	\$468.05		\$422.71	\$74.60	\$497.31
3 YARD MANURE BIN 4x/week PICK-UP	\$604.18		\$545.65	\$96.29	\$641.94
3 YARD MANURE BIN 5x/week PICK-UP	\$740.31		\$668.59	\$117.99	\$786.58
3 YARD TEMP CONSTRUCTION BIN 1x/week PICK-UP	\$232.94		\$210.37	\$37.12	\$247.49
3 YARD TEMP CONSTRUCTION BIN 2x/week PICK-UP	\$360.11		\$325.22	\$57.39	\$382.61
3 YARD TEMP CONSTRUCTION BIN 3x/week PICK-UP	\$487.28		\$440.07	\$77.66	\$517.73
3 YARD TEMP CONSTRUCTION BIN 4x/week PICK-UP	\$614.45		\$554.93	\$97.93	\$652.86
3 YARD TEMP CONSTRUCTION BIN 5x/week PICK-UP	\$741.62		\$669.78	\$118.20	\$787.98
3 YARD COMPACTED BIN 1x/week PICK-UP	\$266.27		\$240.48	\$42.44	\$282.92
3 YARD COMPACTED BIN 2x/week PICK-UP	\$481.71		\$435.04	\$76.77	\$511.81
3 YARD COMPACTED BIN 3x/week PICK-UP	\$697.15		\$629.61	\$111.11	\$740.72
3 YARD COMPACTED BIN 4x/week PICK-UP	\$912.59		\$824.18	\$145.44	\$969.62
3 YARD COMPACTED BIN 5x/week PICK-UP	\$1,128.03		\$1,018.75	\$179.78	\$1,198.53
4 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$188.11	\$33.20	\$221.31
4 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$314.26	\$55.46	\$369.72
4 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$440.41	\$77.72	\$518.13
4 YARD TRASH BIN 4x/week PICK-UP	New Rate		\$566.55	\$99.98	\$666.53
4 YARD TRASH BIN 5x/week PICK-UP	New Rate		\$692.70	\$122.24	\$814.94
6 YARD TRASH BIN 1x/week PICK-UP	New Rate		\$327.15	\$57.73	\$384.88
6 YARD TRASH BIN 2x/week PICK-UP	New Rate		\$546.54	\$96.45	\$642.99
6 YARD TRASH BIN 3x/week PICK-UP	New Rate		\$765.92	\$135.16	\$901.08

<sup>1</sup> City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.<sup>2</sup> Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.

## EXHIBIT A

## ATTACHMENT A

## CITY OF BREA PROPOSED SOLID WASTE &amp; RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

6 YARD TRASH BIN 4x/week PICK-UP	New Rate	\$985.31	\$173.88	\$1,159.19
6 YARD TRASH BIN 5x/week PICK-UP	New Rate	\$1,204.70	\$212.59	\$1,417.29
8 YARD TRASH BIN 1x/week PICK-UP	New Rate	\$376.22	\$66.39	\$442.61
8 YARD TRASH BIN 2x/week PICK-UP	New Rate	\$628.52	\$110.91	\$739.43
8 YARD TRASH BIN 3x/week PICK-UP	New Rate	\$880.81	\$155.44	\$1,036.25
8 YARD TRASH BIN 4x/week PICK-UP	New Rate	\$1,133.11	\$199.96	\$1,333.07
8 YARD TRASH BIN 5x/week PICK-UP	New Rate	\$1,385.40	\$244.48	\$1,629.88
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL RECYCLE RATES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
65 GALLON RECYCLE CART 1x/week PICK-UP	New Rate	\$51.00	\$9.00	\$60.00
96 GALLON RECYCLE CART 1x/week PICK-UP	New Rate	\$51.00	\$9.00	\$60.00
2 YARD RECYCLE BIN 1x/week PICK-UP	New Rate	\$95.14	\$16.79	\$111.93
Additional per trip PICK-UP	New Rate	\$95.14	\$16.79	\$111.93
3 YARD RECYCLE BIN 1x/week PICK-UP	\$152.81	\$136.38	\$24.07	\$160.45
Additional per trip PICK-UP	\$152.81	\$136.38	\$24.07	\$160.45
4 YARD RECYCLE BIN 1x/week PICK-UP	New Rate	\$159.89	\$28.22	\$188.11
3 YARD SPLIT BIN (no additional lock fee or installation)	New Rate	\$206.93	\$36.52	\$243.45
COMMERCIAL RECYCLE BIN CONTAMINATION FEE per occurrence	New Rate	\$98.85	\$17.44	\$116.29
COMMERCIAL RECYCLE CART CONTAMINATION FEE per occurrence	New Rate	\$49.44	\$8.72	\$58.16
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL ORGANIC WASTE RATES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
35 GALLON CART 1x/week PICK-UP	\$41.26	\$35.07	\$6.19	\$41.26
35 GALLON CART 2x/week PICK-UP	\$82.52	\$70.14	\$12.38	\$82.52
35 GALLON CART 3x/week PICK-UP	\$123.78	\$105.21	\$18.57	\$123.78
65 GALLON CART 1x/week PICK-UP	\$65.19	\$55.41	\$9.78	\$65.19
65 GALLON CART 2x/week PICK-UP	\$130.37	\$110.81	\$19.56	\$130.37
65 GALLON CART 3x/week PICK-UP	\$195.56	\$166.23	\$29.33	\$195.56
2 YARD BIN 1x/week PICK-UP	\$348.61	\$296.32	\$52.29	\$348.61
2 YARD BIN 2x/week PICK-UP	\$697.21	\$592.63	\$104.58	\$697.21
2 YARD BIN 3x/week PICK-UP	\$1,045.82	\$888.95	\$156.87	\$1,045.82
ORGANIC BIN NON-SCHEDULE ADDITIONAL PICK-UPS	New Rate	\$296.32	\$52.29	\$348.61
ORGANIC CART NON-SCHEDULE ADDITIONAL PICK-UPS	New Rate	\$35.07	\$6.19	\$41.26
ORGANIC BIN CONTAMINATION FEE per occurrence	\$116.29	\$98.85	\$17.44	\$116.29
ORGANIC CART CONTAMINATION FEE per occurrence	\$58.16	\$49.44	\$8.72	\$58.16
<b>COMMERCIAL/MULTI-FAMILY/INDUSTRIAL SPECIAL SERVICES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
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Lock latch (For any bin with lockbar other than split bins)	\$2.71	\$2.45	\$0.43	\$2.88
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Bulky item pickups (no limit); max 20 items per collection	\$61.06	\$55.14	\$9.73	\$64.87
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Additional Fee Required for Gas Recovery	\$78.12	\$70.55	\$12.45	\$83.00
<b>INDUSTRIAL SPECIAL SERVICES</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
PERMANENT 30 YARD ROLL-OFF - Min. 4 PICK-UPS per/Month	\$2,646.69	\$2,390.29	\$421.82	\$2,812.11
ADDITIONAL PICK-UP - PERM 30 YARD ROLL-OFF	\$661.67	\$597.57	\$105.45	\$703.02
PERMANENT 15 YARD DEMO BOX - Min. 4 PICK-UPS per/Month	\$2,819.48	\$2,546.34	\$449.35	\$2,995.69
ADDITIONAL PICK-UP - PERM 15 YARD DEMO	\$704.87	\$636.59	\$112.34	\$748.93
PERMANENT 40 YARD PACKER - Each PICK-UP	\$825.04	\$745.11	\$131.49	\$876.60
TEMPORARY 30 YARD ROLL-OFF BOX	\$663.40	\$599.13	\$105.73	\$704.86
TEMPORARY 30 YARD ROLL-OFF BOX - Yardwaste	\$625.25	\$564.68	\$99.65	\$664.33
TEMPORARY 15 YARD DEMO BOX	\$766.18	\$691.96	\$122.11	\$814.07
THREE DAYS - 1 EMPTY				
CONTAINER MONTHLY RENTALS				
THREE (3) YARD BIN	\$67.58	\$61.03	\$10.77	\$71.80
TILT HOPPER	\$52.72	\$47.61	\$8.40	\$56.01
STORAGE CONTAINER	\$106.76	\$96.42	\$17.01	\$113.43
PACKER UNIT - "TURN-A-ROUND" REQUIRED	\$13.76	\$12.43	\$2.19	\$14.62
(Surcharge per Pull)				
SATURDAY SERVICE - PER LOAD	\$40.74	\$36.79	\$6.49	\$43.28
<b>BREA OLINDA SCHOOL DISTRICT</b>	<b>Current Rate</b>	<b><sup>2</sup>Collection Component (85%)</b>	<b><sup>2</sup>Disposal Component (15%)</b>	<b><sup>2</sup>Proposed Adjusted Rate</b>
MONTHLY COMMERCIAL RATES				
3 YARD BIN 1x/week PICK-UP	\$117.46	\$106.08	\$18.72	\$124.80
3 YARD BIN - ADDITIONAL PICK-UP	\$85.56	\$77.27	\$13.64	\$90.91

<sup>1</sup> City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.<sup>2</sup> Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.FULL LIST OF PROPOSED RATES AVAILABLE ON CITY WEBSITE: [www.cityofbrea.net/recyclebrea](http://www.cityofbrea.net/recyclebrea)



8140 North Mopac Expressway  
Suite 1-240  
Austin, TX 78759  
Phone: (512) 806-7713

## Final Memorandum

**To:** Michael Ho, Public Works Director – City of Brea  
**From:** Dave Yanke, President, NewGen Strategies and Solutions, LLC  
Savanna Page, Senior Consultant, NewGen Strategies and Solutions, LLC  
**Date:** October 2, 2024  
**Re:** Solid Waste Cost of Service Study and Proposed Rate Increase for FY 2024 – 2025

---

### Introduction

NewGen Strategies and Solutions, LLC (NewGen) was retained by the City of Brea (City) to conduct a solid waste cost of service study to assess the financial integrity of the City's residential solid waste collection service, while ensuring that the City's cost of organics diversion collection services, provided by Republic Services (a.k.a. Brea Disposal) in compliance with SB 1383 regulations, were fully incorporated into NewGen's cost analysis. In developing this analysis, the Project Team assessed and forecasted the cost of service by analyzing historical data, the current budget, and Republic's estimated cost proposal to design rates for the City of Brea for Fiscal Year (FY) 2024-2025.

### Test Year

In developing the Test Year revenue requirement for the City, NewGen used the FY 2024 – 2025 adopted budget as the basis for the Test Year. NewGen compared the FY 2024 – 2025 budget to historical budgets for FY 2023 – 2024, FY 2022 – 2023, and FY 2021 – 2022. Through this comparison and with input from City staff, NewGen made the following adjustments to ensure that the Test Year would reflect residential collection expenses that occur on a regular basis:

- 15% of all salary related expenses were deducted from the Test Year to remove the portion of expense used to fund commercial solid waste collection.
- \$487,740 of additional costs were added to the Test Year to cover the City's additional expense associated with Republic Services providing organics diversion collection services.

Table 1 shows the projected revenue requirement for FY 2024 – 2025.

**Table 1**  
**Residential Solid Waste Revenue Requirement**

	<b>FY 2024 – 2025</b>
Solid Waste Budget (Less Commercial Costs)	\$ 4,017,186
Additional Organics Diversion Collection Cost	487,740
<b>Total Solid Waste Revenue Requirement</b>	<b>\$ 4,504,926</b>

# Final Memorandum

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## Revenue Recovery from Current Rates

Table 2 shows the forecasted revenue recovery from the City's current monthly service rate of \$27.80. Under current rates, residential collection service is projected to under-recover the revenue requirement by approximately \$647,000 in FY 2024 – 2025. The under-recovery of revenue from current rates is detailed on lines 1 – 19 of Schedule 2.

**Table 2**  
**Revenue Recovery from Current Rates**

	<b>FY 2024 – 2025</b>
<b>Revenue from Current Rates</b>	
Standard Cart Service Revenue	\$ 3,756,002
Additional Cart Revenue	101,939
<b>Total Annual Solid Waste Revenue</b>	<b>\$ 3,857,941</b>
 Total Annual Solid Waste Revenue	 \$ 3,857,941
Solid Waste Revenue Requirement	4,504,926
<b>Over/(Under) Recovery at Current Rates</b>	<b>\$ (646,985)</b>

## Proposed Rates

Table 3 shows the proposed rate increase required to fully recover the City's residential revenue requirement for FY 2024 – 2025. In order to recover the \$646,985 revenue shortfall, the City needs to increase the monthly rate by \$4.79 for a total rate of \$32.59 per month. Of the \$4.79 increase, approximately 75% is related to the additional organics diversion collection cost (e.g. SB 1383), while the other 25% is needed to recover the City's normal increase in budgeted residential solid waste expenses. See Schedule 2 for more detail.

**Table 3**  
**Proposed Rates**

	<b>FY 2024 – 2025</b>
Over/(Under) Recovery at Current Rates	\$ (646,985)
Monthly Residential Customers	11,259
<b>Rate Increase needed to Recover Revenue Requirement<sup>1</sup></b>	<b>\$ 4.79</b>

1. Rate increase needed to recover Revenue Requirement= \$646,985 / 11,259 customers / 12 months = \$4.79.

## Recommendations

This analysis confirms that the City's residential collection service is under-recovering the required revenue requirement for FY 2024 – 2025. In addition to the \$3.61 monthly rate increase proposed by Republic Services to provide organics diversion collection services, NewGen also recommends a \$1.18

## **Final Memorandum**

Page 3

monthly rate increase to fully recover operational costs for FY 2024 – 2025. These adjustments bring the proposed monthly residential rate adjustment to \$4.79, resulting in a monthly bill of \$32.59 per month.

NewGen would note that in working with our municipal clients throughout the United States, we are observing cost based residential rates that are now in the \$30 to \$35 per month range, with some exceeding \$40 per month. Therefore, NewGen does not find this rate increase unreasonable given that Republic Services is offering an additional service to the City.

# ATTACHMENT B

Schedule 1

City of Brea Solid Waste Cost of Service Residential Solid Waste Budget												
Line No.	Item No.	Description	FY 2020-2021 Actual	FY 2021-2022 Budget	FY 2021-2022 Actual	FY 2022-2023 Budget	FY 2023-2024 Budget	FY 2024-2025 Budget	Adjustments	Test Year	Notes	
1	Expenses											
2	4098	APPROPRIATION (NON-SPEC)	\$ -	\$ -	\$ 4,332	\$ -	\$ -	\$ -	\$ -	\$ -		
3	4111	FULL TIME	71,923	94,816	94,415	175,151	132,979	140,732	(21,110)	119,622	A	
4	4112	PART-TIME & SEASONAL	62,576	64,169	66,458	68,604	67,346	71,193	(10,679)	60,514	A	
5	4113	OVERTIME	1	121	8,263	188	188	192	(29)	163	A	
6	41230045	VACATION PAYOFF	-	-	4,537	-	1,512	1,512	(227)	1,285	A	
7	41230048	VACATION BUYDOWN	1,441	1213	150.7	1,200	716	716	(107)	609	A	
8	41230064	COMP TERMINATION PAYOFF	-	-	56	-	-	-	-	-	A	
9	41230137	HOLIDAY BANKS PAID	-	-	59	-	-	-	-	-	A	
10	41230140	PERFORMANCE AWARD	-	1,334	-	1,100	600	600	(90)	510	A	
11	41230190	UNIFORM ALLOWANCE	-	13	-	13	13	-	-	-	A	
12	41230192	WORK SHOE REIMBURSEMENT	17	-	13	-	-	-	-	-	A	
13	41230196	FITNESS/WEELLNESS PROGRAM	238	506	193	956	731	765	(115)	650	A	
14	4131	RETIREMENT PERS	25,942	32,120	34,105	57,989	44,265	50,843	(7,626)	43,217	A	
15	4131A	PERS COST SHARING	(128)	-	(268)	-	-	-	-	-	A	
16	4134	WORKERS' COMPENSATION	8,371	10,700	10,829	16,502	9,234	10,020	(1,503)	8,517	A	
17	4141	MEDICARE	1,964	2,500	2,601	3,918	3,105	3,280	(492)	2,788	A	
18	4151	FLEXIBLE BENEFITS	8,658	13,166	11,192	25,856	13,481	13,217	(1,983)	11,234	A	
19	4152	TUITION REIMBURSEMENT	-	-	-	413	413	421	(63)	358	A	
20	4153	AUTOMOBILE ALLOWANCE	1,218	1,200	1,203	1,200	1,200	1,200	(180)	1,020	A	
21	4173	UNPAID COMPENSATED ABSENC	1,029	-	(6,428)	-	400	-	-	-		
22	4212	TELEPHONE & FAXES	623	-	581	-	-	-	-	-		
23	4231	ADVERTISING	501	-	543	-	-	-	-	-		
24	4232	SUBSCRIPTIONS	130	-	-	-	-	-	-	-		
25	4244	LEGAL	6,242	-	16,321	-	-	-	-	-		
26	4249	PROFESSIONAL SVC-OTHER	26,424	50,000	31,671	65,000	65,000	66,300	-	66,300		
27	4267	CONTR SVC-TRASH COLLECT	1,998,678	2,034,200	2,041,606	2,034,200	2,469,000	2,543,000	-	2,543,000		
28	4268	CONTR SVC-TRASH DISPOSAL	875,144	936,230	754,581	869,657	871,214	897,310	-	897,310		
29	4271	MILEAGE REIMBT - AUTO	-	-	-	-	-	-	-	-		
30	4279	TRAVEL & MEETING EXPENSE	-	-	-	-	3,100	1,950	-	1,950		
31	4311	FOOD & CLOTHING	-	-	101	-	-	-	-	-		
32	4327	MINOR TOOLS & EQUIPMENT	-	-	97	-	-	-	-	-		
33	4329	OFFICE SUPPLIES-OTHER	-	-	1,354	-	-	-	-	-		
34	4332	JANITORIAL SUPPLIES	-	-	-	-	11,000	-	-	-		
35	4334	ROCK ASPHALT SAND ETC	-	-	-	15,000	900	13,350	-	13,350		
36	4432	UNCOLLECTIBLE ACCOUNTS	5,963	3,000	2,097	3,000	3,000	3,060	-	3,060		
37	4441	MISCELLANEOUS EXPENSE	-	-	-	-	-	-	-	-		
38	5819	VEHICLES - OTHER	-	-	-	-	153,625	153,625	-	153,625		
39	5822	TECHNOLOGY CHARGES	9,530	11,789	11,789	12,277	11,627	11,627	-	11,627		
40	5826	RETIREE BENEFIT CHARGES	2,394	3,220	3,220	3,376	4,088	4,169	-	4,169		
41	5827	GENERAL LIABILITY CHG	5,202	7,547	7,547	8,932	8,505	8,788	-	8,788		
42	5828	INDIRECT OVERHD-CITYWIDE	39,700	48,800	48,800	51,790	61,940	63,520	-	63,520		
43	Additional Organic Recycling Hauling Fee									487,740	\$	487,740 B
45	TOTAL EXPENSES		\$ 3,153,782	\$ 3,316,644	\$ 3,152,018	\$ 3,416,322	\$ 3,939,182	\$ 4,061,390	\$ 443,536	\$	4,504,926	
47	Revenues											
48	3621	REFUSE COLLECTION	\$ 2,923,934	\$ 3,092,375	\$ 3,053,833	\$ 2,989,637	\$ 3,643,000	\$ 3,760,000		\$	3,760,000	
49	TOTAL REVENUES		\$ 2,923,934	\$ 3,092,375	\$ 3,053,833	\$ 2,989,637	\$ 3,643,000	\$ 3,760,000	\$ -	\$	3,760,000	
50												
51	Over/Under Recovery		\$ (229,848)	\$ (224,269)	\$ (98,185)	\$ (426,685)	\$ (296,182)	\$ (301,390)		\$	(744,926)	

Notes:

- A Adjustments were made to remove the portion of expense that is used to fund commercial solid waste collection, which according to City staff is 15% of salary expenses.
- B Additional organic recycling hauling cost per Republic cost proposal 8.14.24 set at \$3.61 per household per month.  
\$3.61 x 11,259 customers x 12 months = \$487,740

# ATTACHMENT B

Schedule 2

City of Brea Solid Waste Cost of Service Contracted Rates						
Line No.		FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Notes
1	<b>Monthly Billed Rate</b>					
2	Net to Hauler	\$ 14.75	\$ 15.95	\$ 16.76	\$ 16.68	A
3	Tonnage Fees	6.57	6.19	6.14	7.16	A
4	Less Recycling Credit	(0.25)	(0.33)	(0.29)	(0.29)	A
5	Franchise Fee	2.04	2.12	2.20	2.29	A
6	Public Works/Utility Billing	1.27	1.35	1.65	1.96	A
7	Total	\$ 24.38	\$ 25.28	\$ 26.46	\$ 27.80	A
8	<b>Additional Fees</b>					
9	Additional Trash Cart (\$/month)	\$ 11.74	\$ 12.24	\$ 12.54	\$ 13.15	A
10	<b>Cost of Service</b>					
11	FY 2024 - 2025				\$ 4,504,926	B
12	<b>Customer Count</b>					
13	Residential Customers	11,219	11,276	11,234	11,259	C
14	Number of Households with add'l cart	523	555	561	646	C
15	<b>Revenue from Rates</b>					
16	Est. Solid Waste Revenue (Standard Service)				\$ 3,756,002	D
17	Est. Additional Cart Revenue				101,939	E
18	Total (Annual)				\$ 3,857,941	
19	Over / Under				\$ (646,985)	F
20	Increase per Month to recover Additional Organic Recycling Hauling				\$ 3.61	I
21	Increase per Month required in Addition to Republic Increase				1.18	J
22	<b>Increase per Month to Recover Cost of Service</b>				\$ 4.79	G
23	<b>Monthly Rate to Recover the Cost of Service</b>				\$ 32.59	H

**Notes:**

- A** Rate components as itemized in City's Finance Committee Memorandums dated May 12, 2020, May 11, 2021, May 9, 2023, and May 2024 which were provided as part of the data request.
- B** The cost of service calculated per NewGen based on the FY 2024 - 2025 Budget and adjustments, as noted in Schedule 1.
- C** Per Republic memo 8.14.
- D** Calculated by multiplying the Number of Residential Customers (Line 13) by the monthly fee (Line 7) for a year (12 months):  
11,259 X \$27.80 X 12 = \$3,756,002
- E** Calculated by multiplying the Number of Households with an Additional Trash Cart (Line 14) by the monthly fee (Line 9) for a year (12 months):  
646 X \$13.15 X 12 = \$101,939
- F** The Variance between the FY 2024 - 2025 Cost of Service (Line 11) and the Estimated Revenue Generated from Rates (Line 18):  
\$3,857,941 - \$4,504,926 = - \$646,985.
- G** Calculated by dividing the Variance (Line 19) by the number of Residential Customers (Line 13) divided by 12 months.  
\$646,985 / 11,259 customers / 12 months = \$4.79
- H** The required rate of \$32.59 per month is calculated by adding the amount needed to increase the billed rate per month to recover the total Cost of Service (Line 22) to the current Monthly Billed Rate (Line 7).  
Monthly Rate to Recover the Cost of Service = \$27.80 + \$4.79 = \$32.59
- I** From Republic Memo 8.14. Increase includes Franchise Fee.
- J** The remaining shortfall required to be recovered for FY 2024 - 2025 after including a \$3.61 per month increase

**Combined Resolution- approving agreement and rates**

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE BREA CITY COUNCIL APPROVING ADJUSTMENTS TO THE SOLID WASTE AND RECYCLING SERVICE RATES; APPROVING A SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC; MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

**A. RECITALS:**

(i) By enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.), the Legislature has declared that it is in the public interest to require local agencies to make adequate provision for solid waste handling within their respective jurisdictions to meet the statute's objectives.

(ii) Pursuant to Public Resources Code Sections 40059 and 49300, and pursuant to Brea City Code Sections 8.28.030 and 8.28.070, the City is authorized to grant a qualified solid waste enterprise an exclusive franchise for the collection, transportation, recycling, composting and disposal of solid waste ("Solid Waste Services").

(iii) The City and Republic Waste Services of Southern California, LLC ("Brea Disposal") (successor to Taormina Industries, LLC) are parties to a September 3, 2002 Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2002 Franchise Agreement").

(iv) The City and Brea Disposal have supplemented the 2002 Franchise Agreement by executing a November 19, 2019 Commercial Organics Recycling Program Agreement ("2019 CORP Agreement"), and have amended the 2002 Franchise Agreement by executing a January 21, 2020 Amendment No. 1 to Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2020 Amendment").

(v) The 2002 Franchise Agreement, as amended by the 2020 Amendment, is referred to herein as the "Current Agreement."

(vi) Senate Bill 1383 (2016) and implementing California Department of Resources Recycling and Recovery ("CalRecycle") regulations (collectively, "SB 1383") require jurisdictions to provide organic waste collection services to all solid waste generators, and, in connection therewith, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other mandates.

(vii) Brea Disposal represents and warrants to the City that it has the experience, responsibility, and qualifications to perform services required by SB 1383.



(viii) The City and Brea Disposal have negotiated in good faith a Second Amended and Restated Franchise Agreement (“2025 Franchise Agreement”), a copy of which is attached to the staff report for this item and on file in the office of the City Clerk, that amends and restates the Current Agreement, incorporates provisions of the 2019 CORP Agreement, and memorializes the rights and obligations of the City and Brea Disposal in a single document that facilitates implementation of new programs mandated by SB 1383.

(ix) Implementing the new programs mandated by SB 1383 will result in additional costs being incurred by Brea Disposal, and Brea Disposal has requested the City Council to approve adjustments to the solid waste and recycling service rates for all Brea solid waste customers.

(x) In accordance with the requirements of Section 6 of Article XIII D of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.), the City identified the parcels which receive Solid Waste Services (the “Identified Parcels”), calculated the proposed adjustments to the solid waste and recycling service rates for the Identified Parcels (the “Proposed Rate Adjustments”), and provided written notice by mail of the time and place of a public hearing by the City Council on the Proposed Rate Adjustments to the record owner of each Identified Parcel and any tenant directly responsible for the payment of the solid waste and recycling service rates.

(xi) The City Council held a public hearing on the Proposed Rate Adjustments on February 4, 2025, and, prior to the conclusion of the public hearing, any owner of an Identified Parcel and any tenant directly responsible for the payment of the solid waste and recycling service rates was allowed to submit a written protest against the Proposed Rate Adjustments, provided that only one written protest per parcel, filed by an owner of the parcel or a tenant, shall be counted in calculating whether there is a majority protest against the Proposed Rate Adjustments.

(xii) At the public hearing, the City Council considered all oral testimony, written materials, and written protests concerning the Proposed Rate Adjustments, and at the close of the public hearing, the City Council determined that there were not written protests against the Proposed Rate Adjustments submitted (and not withdrawn) representing a majority of the Identified Parcels, and, therefore, there was not a majority protest filed against the Proposed Rate Adjustments.

(xiii) In order to protect the public health, safety, and well-being, the City Council now desires to approve the 2025 Franchise Agreement and the Proposed Rate Adjustments.

(xiv) Health and Safety Code Section 5471 authorizes the City Council, by a two-thirds vote of its members, to approve the Proposed Rate Adjustments by resolution.

(xv) The solid waste and recycling service rates, as adjusted by the Proposed Rate Adjustments (the “Initial Maximum Rates”), are set forth in Exhibit D to the 2025 Franchise Agreement and Exhibit A to this Resolution.

Resolution No. 2025-\_\_\_\_\_

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**B. RESOLUTION:**

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

1. The facts set forth in the Recitals are true and correct.
2. The City Council finds and determines that approval of the 2025 Franchise Agreement and the Proposed Rate Adjustments is exempt from California Environmental Quality Act ("CEQA") review pursuant to statutory and categorical exemptions including those set forth at California Code of Regulations Title 14, Sections 15061(b)(3), 15273(a), 15301, and 15308. Development and implementation of the amended organic waste collection services pursuant to the 2025 Agreement is a requirement of SB 1383 and CalRecycle, and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment and involves procedures for protection of the environment. Furthermore, the amended organic waste collection services apply to the City's existing volume of generated solid waste where there is no expansion of use. The Proposed Rate Adjustments are necessary to meet operating expenses of the organic waste collection program. These approvals additionally are exempt pursuant to the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment.
3. The City Council finds that the public health, safety, and well-being require Solid Waste Services to be provided pursuant to an exclusive franchise agreement. The proposed 2025 Franchise Agreement with Brea Disposal, in substantially the form attached to the staff report for this item and on file in the office of the City Clerk, is approved. The Mayor is authorized to and shall execute the 2025 Franchise Agreement subject to any clerical or otherwise nonsubstantive revisions deemed necessary or appropriate by the City Attorney.
4. The City Council approves the Initial Maximum Rates, which are for the rate period ending June 30, 2025. The Initial Maximum Rates may be adjusted for inflation in accordance with the methodology and formulas set forth in the 2025 Franchise Agreement on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028, without the City holding additional public hearings pursuant to Proposition 218, provided that the City will provide, or cause to be provided, written notice each year to the record owners of parcels receiving Solid Waste Services and tenants who are directly responsible for paying the fee for Solid Waste Services at least 30 days in advance of each annual inflationary increase taking effect.
5. The City Manager is authorized to do all things necessary and proper to implement this resolution.
6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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

**ATTACHMENT C**

Resolution No. 2025-\_\_\_\_\_

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Blair Stewart, Mayor

ATTEST:

---

Lillian Harris-Neal, City Clerk

Attachment: Exhibit A (Initial Maximum Rates)

**SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF BREA**

**AND**

**REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

**DBA BREA DISPOSAL**

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**THIS SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT** ("Agreement") is dated \_\_\_\_\_, 2025 for reference purposes and is executed by the CITY OF BREA ("City"), a California municipal corporation, and Republic Waste Services of Southern California, LLC ("Contractor"), a Delaware limited liability company (formerly known as Taormina Industries, LLC ("Taormina LLC")), which is a wholly owned subsidiary of Republic Services, Inc. and does business as Brea Disposal.

### RECITALS

- A. City and Jaycox Disposal Company ("Jaycox") executed an April 1, 1986 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1986 Franchise Agreement"). The 1986 Franchise Agreement granted Jaycox an exclusive franchise for the picking up of trash, garbage, and construction debris.
- B. Taormina Industries Inc. ("Taormina Inc.") purchased Jaycox in 1988 and was assigned the 1986 Franchise Agreement.
- C. City and Taormina Inc. executed a December 19, 1989 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1989 Franchise Agreement"). The 1989 Franchise Agreement superseded the 1986 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of refuse, recyclables, and construction debris.
- D. City and Taormina Inc. executed a July 16, 1996 Agreement Between the City of Brea and Taormina Industries Incorporated for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("1996 Franchise Agreement"). The 1996 Franchise Agreement superseded the 1989 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- E. City and Taormina Inc. executed a March 4, 1997 Amendment to Agreement ("1997 Amendment"). The 1997 Amendment amended the 1996 Franchise Agreement and memorialized City's approval of a sale and transfer of Taormina Inc. to Republic Industries Inc.
- F. Taormina Inc. and Taormina LLC executed a June 22, 1998 Agreement and Plan of Merger ("Merger"). The Merger provided for Taormina Inc.'s merger with and into Taormina LLC.
- G. City and Taormina LLC executed a September 3, 2002 Restated and Amended Agreement Between the City of Brea and Taormina Industries, LLC for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2002 Franchise Agreement"). The 2002 Franchise Agreement superseded the 1996 Franchise Agreement and granted Taormina LLC an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- H. On July 3, 2008, Taormina LLC filed paperwork with the California Secretary of State to change its corporate name to Republic Waste Services of Southern California LLC.
- I. On December 10, 2018, City issued a Non-Extension Notice (a copy of which is set forth in Exhibit P) ending the automatic annual extension of the 2002 Franchise Agreement and setting a December 31, 2038 expiration date for such contract.
- J. City and Contractor executed a November 19, 2019 Commercial Organics Recycling Program Agreement ("2019 CORP Agreement"). The 2019 CORP Agreement supplemented the 2002

Franchise Agreement and provided for Contractor's implementation of a commercial organics recycling program in compliance with AB 1826 (2014).

- K. City and Contractor executed a January 21, 2020 Amendment No. 1 to Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2020 Amendment"). The 2020 Amendment amended the 2002 Franchise Agreement to: (i) increase the residential rate schedule based on green waste disposal cost at an Orange County landfill; (ii) grant City discretion to change the facility used for green waste disposal; and, (iii) provide for a further adjustment of the residential rate schedule in the event City exercises such discretion.
- L. The parties desire to amend and restate the 2002 Franchise Agreement (as amended by the 2020 Amendment), and to incorporate provisions of the 2019 CORP, in order to memorialize their respective rights and obligations in a single document that facilitates implementation of new programs mandated by state law.

**NOW, THEREFORE**, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **ARTICLE 1.**

### **INTRODUCTORY MATTERS**

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#### **1.1 Definitions**

Unless otherwise indicated or apparent from the context, the definitions set forth in the attached Exhibit A shall apply regardless of whether the defined term is capitalized. The meaning of terms not defined in Exhibit A shall be as commonly understood in the solid waste collection services industry.

#### **1.2 Exhibits**

The attached Exhibits A through \_\_ are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

#### **1.3 Cross-References**

Cross-references to "Article \_\_", "Section \_\_", "Paragraph \_\_," or "Page \_\_" refer to an Article, Section, Paragraph, or Page of this Agreement unless otherwise indicated or apparent from the context.

#### **1.4 External References**

References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

#### **1.5 Rules of Construction**

As the context may require, the singular tense includes the plural tense and vice versa; "shall" is mandatory and "may" is permissive; and "include," "includes," and "including" are illustrative and non-exhaustive.

## 1.6 City Manager Authority

The administration of this Agreement by City shall be under the supervision and direction of the City Manager. Unless otherwise stated, the City Manager is authorized to issue notices and grant approvals that may be allowed or required from City under this Agreement. City Council approval is required for amendments of this Agreement and for City's exercise of its extension option.

## ARTICLE 2. CONTRACT PERIOD

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### 2.1 Base Term

- A. Subject to satisfaction of the conditions precedent specified in Section 2.3 or waiver by City, this Agreement shall commence on \_\_\_\_\_, 2025 ("Effective Date") at 12:00 a.m.
- B. Unless extended or earlier terminated, this Agreement shall expire on December 31, 2038 at 11:59 p.m.
- C. **Commercial Organics Recycling Program Termination.** Notwithstanding any other provision of this Agreement, if there are changes to state law (including material amendment or repeal of SB 1383), or if there are technological advances that modify or eliminate the need for a commercial organics recycling program as currently structured, then City may terminate Contractor's SB 1383 commercial organics recycling program services upon 60 days' notice.
- D. **Evergreen Contract Invalidation Ruling.** Notwithstanding any other provision of this Agreement, if there is a binding federal or state published appellate court ruling upholding a constitutional amendment or statute that retroactively declares automatic contract renewal clauses to be invalid for all public agency contracts then in effect with a remaining term longer than 10 years, then City may terminate this Agreement upon 12 month's written notice. For purposes of this Paragraph, "binding" means a decision that is issued by the U.S. Supreme Court, the Ninth Circuit Court of Appeals, the California Supreme Court, or the California Court of Appeal and from which no further appeals may be taken or where further review is denied.

### 2.2 Extension Option

City shall have one option to extend the term of this Agreement on a month-to-month basis. To exercise this option, City shall give notice to Contractor on or before September 1, 2038. The extension period shall not exceed 36 months and may be terminated by City on 90 days' prior written notice without cause.

### 2.3 Conditions Precedent

Effectiveness of this Agreement is contingent upon satisfaction of the following conditions precedent unless waived by City.

- A. **Accuracy of Representations.** All representations and warranties made by Contractor set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date.
- B. **Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guarantee.** Contractor shall have furnished evidence of the insurance and surety required by Sections 10.2 and 10.3, and shall have provided the Corporate Guarantee required by Exhibit G.

- C. **Absence of Litigation.** There is no actual or threatened litigation involving Contractor or Republic Services, Inc. that would do any of the following:
1. Adversely impact Contractor's performance of this Agreement.
  2. Make this Agreement invalid or unenforceable.
  3. Adversely impact the financial condition of Contractor, Republic Services, Inc., or any other entity guaranteeing Contractor's performance under this Agreement.
- D. **Permits Furnished.** Contractor has provided City with copies of permits necessary for operation of approved facilities owned or operated by Contractor or any subcontractor for use under this Agreement.
- E. **Payment of Fees and Costs.** Contractor has paid City all fees, costs, and other payments due as of the Effective Date.

### ARTICLE 3. EXCLUSIVE FRANCHISE

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#### 3.1 Grant and Acceptance of Franchise

City grants to Contractor, and Contractor accepts, a wholly exclusive franchise for the scope of services specified in this Agreement. Such franchise is subject to the limitations specified in Section 3.2 and applicable law including Public Resources Code Section 49520.

#### 3.2 Limitations to Franchise

- A. This franchise does not preclude the categories of recyclable materials, organic materials, solid waste, or other materials listed below from being delivered to, and collected and transported by, other persons. City may permit such activity without seeking or obtaining approval of Contractor.
1. **Recyclable and Organic Materials.** Other persons may: (1) accept source separated recyclable materials and source separated organic materials; or, (2) sell, in a commercial transaction, source separated recyclable materials and source separated organic materials provided that there is no net payment made by a generator to such a third person.
  2. **Self-Hauled Materials.** Using its own vehicles, equipment, and employees, a commercial business or residential owner may transport recyclable materials and organic materials for processing if those materials are generated in or on its own premises. Self-hauler must deliver any recyclable materials or organic materials to a permitted facility and have proof of transactions, such as weight tickets, to document any self-haul transaction in compliance with the City Code.
  3. **Construction and Demolition Debris (C&D).** Using its own vehicles, equipment, and employees, a duly licensed construction or demolition company may remove construction and demolition debris that is part of a total construction and demolition service offered by it.
  4. **Donated or Sold Materials.** A generator may sell or donate to youth, civic, or charitable organizations items that are source separated at the premises. Materials will not be deemed donated if they are collected by a non-franchised solid waste enterprise that is not a 501(c)(3) organization.

5. **Edible Food.** A food recovery organization, food recovery service, and other persons may collect edible food from a generator for the purposes of food recovery. Additionally, a generator may self-haul edible food to a food recovery organization, food recovery service, or other person for the purposes of food recovery. This category applies regardless of whether the generator donates, sells, or pays a fee to the other person for collection or receipt of the edible food.
6. **Food Scraps.** A generator may separate food scraps for use by the generator or distribution to other persons for animal feed in accordance with 14 CCR Section 18983.1(b)(7). Food scraps intended for animal feed may be self-hauled by a generator or hauled by another person.
7. **Beverage Containers.** Containers delivered for recycling under the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code Section 14500 et seq.).
8. **Incidental Material Removal Services.** A gardener, landscaper, tree-trimming service, construction firm, residential clean-out service, or similar entity may remove recyclable materials, organic materials, solid waste, and bulky goods from a premises as an incidental part of a service being performed at the premises.
9. **On-site or Community Composting.** A generator may compost organic materials at the site where they are generated (e.g., backyard composting or on-site anaerobic digestion) or at a community composting site.
10. **Animal Waste, Grease, and Used Cooking Oil.** Animal waste and remains from slaughterhouses or butcher shops, grease, or used cooking oil.
11. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
12. **Excluded Waste.** Excluded waste regardless of its source.
13. **Materials Generated by Agency Facilities.** Materials generated by state, county, school district, or other public agency facilities provided that the generator has arranged services with other persons or has arranged services with Contractor through a separate agreement. School district services shall continue consistent with the practice under the 2002 Franchise Agreement. However, nothing in this Agreement will prevent the Brea Olinda Unified School District from contracting with Contractor separate from this Agreement.
14. **Manure.** A generator may contract with other persons for removal of manure from the premises. Contractor may provide customers whose premises are zoned in a manner authorizing equestrian or other large animals to be kept on site, and who so request, with containers for the collection of manure at rates that do not exceed the maximum rates set forth in Exhibit D.
15. **Agricultural or Industrial Sources.** The hauling of byproducts from agricultural or industrial sources in accordance with Public Resources Code Section 40059.4.
16. **Junk Removal.** Solid waste removed by cleanup services whose primary business is the cleanup of solid waste on the property of another person and, incidental to such business, where all of the following apply: (i) the cleanup service hauls only the solid waste that it is contracted to clean up and no other solid waste; (ii) performs onsite cleanup services that includes removing junk from commercial premises, garages, and residential premises as part of the overall cleanup service, but does not remove solid waste or construction and

demolition debris from construction and demolition sites; (iii) uses their own vehicle to haul the solid waste that is contracted for clean up; and, (iv) does not use a bin, roll-off box, or other container to accomplish the cleanup, collection, or transportation of the solid waste.

- B. If a law or court decision after the Effective Date limits City's ability to award a franchise for the scope of services and materials covered by this Agreement, then this Agreement shall be limited to those services and materials that lawfully may be included. City shall not be liable for any lost profits claimed by Contractor to result from new laws or court decisions.

### **3.3 Obligations of Parties**

In addition to the specific performance required under this Agreement, the parties shall:

- A. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating such failure.
- B. Provide timely access to the City Manager and the Contract Administrator in accordance with the terms of this Agreement.
- C. Provide complete and timely responses to requests of the other party.
- D. Provide timely notice of matters that may affect either party's ability to perform under the Agreement.

### **3.4 Prior Contracts**

- A. Contractor waives any right or claim to serve City or any part of Brea under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity. This Agreement supersedes the 1986 Franchise Agreement, the 1989 Franchise Agreement, the 1996 Franchise Agreement (as amended by the 1997 Amendment), the 2002 Franchise Agreement (as amended by the 2020 Amendment), and the 2019 CORP Agreement. Subject to Paragraph B below, to the extent not already void all such contracts shall be of no further force or effect as of the Effective Date.
- B. This Section does not excuse any prior breach of, or liability arising under, the 2002 Franchise Agreement or the 2019 CORP Agreement; provided, however, that this Section does not allow either party to pursue a breach or liability claim that is barred by the statute of limitations. Nor does this Section relieve Contractor from such contracts' insurance obligations, indemnity obligations, and obligations that are designated as surviving expiration or termination.

### **3.5 Mutual Determinations**

The parties jointly acknowledge that Public Resources Code Section 40059 authorizes City to determine whether the services covered by this Agreement will be provided by partially exclusive franchise, wholly exclusive franchise, or otherwise. The parties have mutually and independently determined that: (i) the exclusive franchise conferred by this Agreement provides Contractor a specific benefit or privilege that is not provided to other persons; and, (ii) the fees and charges imposed on Contractor by this Agreement do not exceed the reasonable costs to City of conferring such benefit or granting such privilege. The parties also have mutually and independently determined that this Agreement imposes fees and charges on Contractor for the use of City property, negotiated at arm's length.

## ARTICLE 4. SCOPE OF AGREEMENT

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### 4.1 Summary Scope of Services

- A. This Agreement applies to recyclable materials, organic materials, and solid waste collected by Contractor within Brea. Contractor shall be responsible for the following:
1. Providing a program for the separate collection of recyclable materials, organic materials, and solid waste generated by and placed for collection by customers.
  2. Transporting collected materials to the appropriate approved facilities or designated disposal facilities.
  3. Processing collected recyclable materials and organic materials at the appropriate approved facilities.
  4. Performing all other services required by this Agreement including commercial customer billing, public education, customer service, contamination monitoring, record keeping, and reporting.
  5. Furnishing all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
  6. Paying all expenses related to provision of the services including taxes, regulatory fees (including City fees and reimbursements), and utilities.
  7. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
  8. Complying with applicable laws.
- B. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement.

### 4.2 Flow Control Option

- A. **Solid Waste Disposal Flow Control Option.** City shall have the absolute right to choose the location for the delivery and disposal of all solid waste destined for landfill collected pursuant to this Agreement ("Flow Control Option"). Contractor waives the right to challenge City's ability to do so including any rights under the Commerce Clause of the United States Constitution. As used herein, "County Agreement" means that certain waste disposal agreement, as the same may be amended from time to time, entered into among various County municipalities, including specifically City and the County relating to the use of County landfills for the disposal of solid waste collected in such municipalities, and which is on file in the office of City's City Clerk. Exhibit K contains the County waste disposal agreement, which was current as of the Effective Date. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all solid waste to the County landfill system in a manner consistent with its obligations under the County Agreement (including its obligations related to solid waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all solid waste in a manner consistent with City's exercise of its Flow Control Option. At any time City



may notify Contractor that City no longer desires to exercise its Flow Control Option. In such event, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to dispose of solid waste generated within Brea provided that the use of such facility by Contractor enables it to meet all other requirements of this Agreement and applicable law.

**B. Organic Materials.**

**1. Residential Organic Materials.**

- a. Contractor will deliver residential source separated organic materials collected from City's residential customers to the approved organic materials processing facilities included in Exhibit L.
- b. City shall retain the right to choose the location for the delivery of residential source separated organic materials, and that the rate paid by the customer will be reduced or increased accordingly if the transfer, transportation, and processing costs of using such facility are lower or higher than the costs of using the approved organic materials processing facilities included in Exhibit L. The parties acknowledge and agree that the designated facilities in Exhibit L are approved at the time of entering into this Agreement and that Contractor's rates are premised on the use of the designated facilities as set forth in Exhibit L.
- c. The current residential contractor rates to divert residential organic materials are based on the organic materials transfer, transportation, and processing cost of \$136.98 per ton as documented in Exhibit M. The total cost of \$136.98 is based on transfer, transportation, and processing costs per ton originating at the approved transfer facility [CVT Facility] for the approved organic materials processing facilities to process residential organic materials as shown in Exhibit L.
- d. Contractor will notify City in connection with Contractor's regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available to divert the residential organic materials to initiate a cost reduction to City's residential customers. Additionally, at any time, City can notify Contractor of the availability of a lower cost option to divert the residential organic materials to initiate a cost reduction to City's residential customers.

**2. Commercial Organics Materials.** ~~Contractor~~City shall have the absolute right to choose the location for the delivery and processing of source separated organic materials generated at multi-family or commercial premises collected pursuant to this Agreement to the approved organic processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected multi-family and commercial organic materials to the approved organics materials processing facilities listed in Exhibit L.

- a. Contractor will deliver multi-family or commercial source separated organic materials collected from City's multi-family or commercial customers to the approved organic materials processing facilities included in Exhibit L.
- b. The current multi-family and commercial contractor rates to divert multi-family and commercial organic materials are based on the organic materials transfer, transportation, and processing cost of \$136.98 per ton as documented in Exhibit M. The total cost of \$136.98 is based on transfer, transportation, and processing costs per ton originating at the approved transfer facility [CVT Facility] for the approved organic

materials processing facilities to process multi-family and commercial organic materials as shown in Exhibit L.

- c. Contractor will notify City in connection with Contractor's regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available to divert the multi-family and commercial organic materials to initiate a cost reduction to City's multi-family and commercial customers. Additionally, at any time, City can notify Contractor of the availability of a lower cost option to divert the multi-family and commercial organic materials to initiate a cost reduction to City's multi-family and commercial customers.

- C. **Recyclable Materials.** Contractor shall have the absolute right to choose the location for the delivery and processing of all source separated recyclable materials collected pursuant to this Agreement to the approved recyclable materials processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected recyclable materials to the approved recyclable materials processing facilities listed in Exhibit L.
- D. **County Agreement.** Contractor expressly acknowledges its awareness of the County Agreement, which has been adopted and entered into by City. Moreover, Contractor acknowledges that it is aware that all solid waste collected within Brea is to be disposed of in the County landfill system. Contractor further acknowledges that the County is an intended third-party beneficiary of Contractor's obligations relating in any way to the disposal of solid waste pursuant to this Agreement and the County Agreement.

#### 4.3 Use of Approved and Designated Facilities

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the approved and designated facilities for the purposes of transferring, processing, and disposal of all recyclable materials, organic materials, and other materials collected in Brea.

#### 4.4 Subcontracting

Contractor shall not engage any subcontractors for collection, transportation, or processing of recyclable materials, organic materials, or solid waste services without the prior written consent of City, which consent shall not be unreasonably withheld. If Contractor plans to engage subcontractors in the provision of services, Contractor shall provide City with 30 days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services. Contractor shall require that all subcontractors comply with the insurance provisions in this Agreement, file insurance endorsements with City, name City as an additional insured, and comply with all other material terms of this Agreement.

#### 4.5 Responsibility for Materials

- A. Once recyclable materials, organic materials, or solid waste are placed in Contractor's containers and at the collection location, the responsibility for their proper handling shall transfer from the generator to Contractor, with the exception of excluded waste that is identified and responded to pursuant to Section 6.8.B. Once recyclable materials, organic materials, or solid waste are deposited by Contractor at the appropriate approved facility, such materials shall become the responsibility of the owner or operator of the approved facility except for excluded waste pursuant to Section 6.8.C.

- B. Title to and liability for excluded waste shall at no time pass to Contractor. If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container that contains the excluded waste. In such situations, Contractor shall contact City and City shall promptly undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the excluded waste. In the event excluded waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a facility authorized to accept such excluded waste in accordance with applicable law and charge the depositor or generator of such excluded waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the excluded waste and to collect the costs incurred by Contractor in connection with such excluded waste.

#### 4.6 City-Directed Changes to Scope

- A. City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of approved facilities) or additional services to be provided under this Agreement. In such case, Contractor shall present, within 30 calendar days of City's request unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review Contractor's proposal for the change in scope of services. The parties may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the parties are unable to agree on terms and conditions within 180 calendar days from City's receipt of Contractor's proposal for such services, then City may permit other persons to provide such services. Nothing herein shall prevent City from soliciting cost and operating information from other persons in order to inform the evaluation of Contractor's proposal.
- B. Upon CalRecycle's final adoption of regulations to implement SB 54, the parties shall meet and confer in good faith to negotiate revisions to Contractor's services and costs that are necessary or appropriate to ensure compliance with such regulations. The final adoption of SB 54 regulations by CalRecycle, with approval by the Office of Administrative Law ("OAL"), shall be considered a change in law in this Agreement.

### ARTICLE 5. SCOPE OF SERVICES

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#### 5.1 Recyclable and Organic Materials

- A. **Collection.** Contractor shall provide recyclable materials and organic materials collection services as described in Exhibit B.
- B. **Transfer.** Contractor shall transport recyclable materials and organic materials to the approved transfer facility where the materials will be unloaded from collection vehicles, loaded into large-capacity vehicles, and transported to the approved processing facilities. Contractor shall keep all permits necessary for use of the approved transfer facility in full regulatory compliance. Upon request, Contractor shall provide City with copies of facility permits and/or notices of violations (obtained from its transfer facility subcontractor if necessary). If Contractor is unable to use the approved transfer facility, then Contractor shall be responsible for making other transportation

arrangements. In such event, Contractor shall not be compensated for any additional costs. Contractor shall obtain written approval from City prior to changing the transfer method.

- C. **Processing.** Contractor shall transport and deliver customer-generated source separated recyclable materials to the approved recyclable materials processing facility. Contractor shall transport and deliver customer-generated source separated organic materials to the approved organic materials processing facility. All tipping fees and other costs associated with transportation and processing of such materials at the approved processing facilities and disposing of the residue shall be paid by Contractor.
- D. **Capacity Guarantee.** Contractor guarantees sufficient capacity at the approved processing facilities to process all source separated recyclable materials and organic materials collected by Contractor under this Agreement throughout the term of the Agreement; provided, however, that Contractor makes no guaranty with respect to the capacity of any County facilities to the extent organic materials are handled at County facilities.
- E. **Notification of Emergency Conditions.** Within 48 hours of discovery, Contractor shall notify City whenever (i) any unforeseen operational restrictions have been imposed upon an approved facility or the designated disposal facility by a regulatory agency; or, (ii) any unforeseen equipment or operational failure temporarily prevents the facility from processing the discarded materials collected under this Agreement.
- F. **Approved Facility Unavailable/Use of Alternative Facility.**
  - 1. If Contractor is unable to use an approved processing facility due to an event specified in Section 12.7, Contractor shall use an alternative processing facility provided that Contractor provides written notice to City. Within 48 hours of an emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the approved processing facility is not feasible and the period of time Contractor proposes to use the alternative processing facility. Such a change in processing facility shall be temporarily permitted until such time as City is able to consider and respond to the use of the proposed alternative processing facility. If the use of the proposed alternative processing facility is anticipated to or actually does exceed 30 days in a consecutive 12-month period, the use of such processing facility shall be subject to approval by City. City may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative processing facility. If City disapproves the use of the proposed alternative processing facility, the parties shall meet and confer to determine an acceptable processing facility.
  - 2. If the use of an alternative processing facility is for reasons within Contractor's control, then Contractor's compensation shall not be adjusted for any change in transportation and processing costs associated with use of the alternative processing facility. However, if the use of an alternative processing facility is due to an uncontrollable circumstance, including events of force majeure, then Contractor's compensation shall be increased or decreased for changes in transportation and processing costs associated with the use of the alternative processing facility. In the event that the change in the processing facility results in increased costs, City may identify and direct Contractor to an alternative processing facility, at Contractor's expense, that results in less cost than the Contractor-identified alternative.
  - 3. Except for the emergency conditions described in this Section, Contractor shall not change its selection of the approved processing facilities without City's written approval, which may not be unreasonably withheld. If Contractor elects to use a processing facility that is different than the initial approved processing facilities, it shall request written approval from City 30

calendar days prior to use of the site and obtain such approval no later than 10 calendar days prior to use of the site. Failure to meet the requirements of this Section may result in liquidated damages in accordance with Section 12.6 of this Agreement.

4. Contractor shall observe and comply with all regulations in effect at the approved processing facilities and cooperate with respect to delivery of recyclable materials and organic materials. Contractor shall actively work with the approved processing facility operators to ensure that contamination of the recyclable materials and organic materials remains below the limits established by applicable law including SB 1383.
- G. **Marketing.** Contractor shall be responsible for marketing recyclable materials and organic materials that it collects and delivers for processing at the approved processing facilities. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy in accordance with AB 939. Where practical, the marketing strategy shall include use of local markets for recyclable materials and organic materials.
- H. **Residue Disposal.** Residue from the processing of recyclable materials and organic materials collected under this Agreement at the approved processing facilities that cannot be marketed shall be disposed of by Contractor or the processing facility subcontractor. Residue delivered for disposal shall not include any excluded waste.
- I. **Compostable Plastics.** Contractor may allow customers to place compostable plastics in the organic materials container for collection. Contractor may collect and transport such materials for processing at the approved organic materials processing facility. Within 10 calendar days of the Effective Date, and annually thereafter, Contractor shall provide a written notification to City confirming that the facility has the capability to process and recover the compostable plastics. Contractor shall not revoke this confirmation at any time. If Contractor does not submit such notification, or if at any time the approved organic materials processing facility can no longer accept and process compostable plastics, then City may assess liquidated damages in accordance with Section 12.6. Contractor shall notify City within seven days of the facility's inability to accept the compostable plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the facility is not able to process and recover the compostable plastics; the period of time the facility will not process and recover these materials; and, Contractor's proposed plan to find an alternative facility or arrangement to process the compostable plastics, subject to City approval. Upon execution of this Agreement, City may prohibit or restrict the use of compostable plastics, with a six month notice to Contractor. This shall not constitute a City-directed change in scope or change in law.

## 5.2 Solid Waste

- A. Contractor shall offer and provide solid waste collection services as described in Exhibit B.
- B. Contractor acknowledges that City is committed to diverting materials from disposal through the implementation of source reduction, reuse, recycling, composting, and other programs, and that City may implement new programs other than discarded materials collection programs. Examples of new programs City may implement include reuse programs, drop-off programs, community composting, and other diversion programs, with or without the involvement of Contractor, that may impact the overall quantity or composition of solid waste to be collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in solid waste volumes or tonnage or from a change in the composition of solid waste.

- C. Contractor shall transport all solid waste to the designated disposal facility. Contractor shall pay all costs associated with transportation and disposal of solid waste including payment of any gate fees charged at the designated disposal facility. Contractor shall observe and comply with all regulations and posted rules in effect at the designated disposal facility and cooperate with respect to delivery of solid waste.

### 5.3 Miscellaneous Service Provisions

#### 5.3.1 Bin Pullout Service

- A. Upon customer request and approval by the City Manager, Contractor shall provide bin pullout service in accordance with the approved rate schedule, whereby Contractor will access bins using a small vehicle either to move bins to street or other public right-of-way for collection or retrieve a bin when operationally required in order to safely position the bin for collection. Pullout service charge shall only be assessed for bins and not assessed for carts. In the event of a dispute between Contractor and a customer as to whether bin pullout service will be used, City will make the final determination.
- B. Customers requiring bin pushout service shall only be charged for bin pullout service in accordance with the approved rate schedule.
- C. If Contractor must place a container in the public right-of-way to facilitate collection, Contractor shall not permit the bin to remain in the public right-of-way over four hours. City and Contractor will annually review the customer list that identifies areas of high traffic where bins cannot remain in the public right-of-way for more than two hours, and City will make the final determination for removing or placing customers on the list. If the bin is stored under a chute for collection, the customer shall have a spare or standby bin to be in place while the primary bin is being serviced in the event the chute cannot be closed to prevent discarded materials from spilling.
- D. Any changes to the customer bin pullout service list shall be approved by City prior to Contractor adding or removing this service for any customer.

#### 5.3.2 Container Over-Filling

- A. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of the container's lid and or when discarded materials are placed outside the container or allowed to accumulate, making access to the container unsafe for collection.
- B. In the event that a multi-family premise or bin commercial customer overfills its bin(s), Contractor shall implement the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and, if necessary, increase service levels. For any over-fill occurrences, Contractor shall document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notify the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.
- C. Effective July 1, 2026, Contractor may charge commercial, multi-family, and industrial customers for bin overage special services a per-occurrence charge of \$79.95 in accordance with Paragraph B above. Beginning with rate period three (July 1, 2027 to June 30, 2028) and for all subsequent rate



periods, Contractor may make an inflationary adjustment to the per-occurrence charge for bin overage special services for commercial, multi-family, and industrial customers, subject to review and approval by City in accordance with Article 9.

## 5.4 Bulky Goods and Reusable Materials

Contractor shall offer bulky goods and reusable materials collection services as described in Exhibit B. On-call bulky goods and reusable materials collection services shall be offered to customers within a reasonable time but not longer than seven calendar days of Contractor's receipt of such a request for service. Contractor shall make reasonable efforts to schedule on-call bulky goods and reusable materials collections on a day that is convenient to the customer. Contractor shall transport all bulky goods or reusable materials to the approved reusable materials processing facility. Contractor shall pay all costs associated with transporting and processing bulky goods and reusable materials. Contractor shall observe and comply with all regulations in effect at the approved reusable materials processing facility and cooperate with respect to delivery of bulky goods and reusable materials.

## 5.5 City Sponsored Events

- A. Contractor shall provide recyclable materials, organic materials, and solid waste collection services to City-sponsored events at no cost to the event organizer or City. City shall provide Contractor with a minimum of 10 business days' notice prior to any City-sponsored event where Contractor is requested to provide collection services. Special event services include all of the following.
1. **Event Collection Stations.** Contractor shall provide and set-up event collection stations for collection of recyclable materials, organic materials, and solid waste at City-sponsored events. Each event collection station shall include a separate collection area for recyclable materials, organic materials, and solid waste, as appropriate. Contractor shall provide a sufficient number of event collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with City and the event organizer. Collection stations shall utilize cardboard boxes for solid waste and recyclable materials and shall use carts for organic materials unless alternative containers are approved by City. Contractor shall provide liners/bags for the containers at the collection stations. Collection stations shall include adequate signs and labeling.
  2. **Roll-Off Boxes.** Upon request, Contractor shall provide up to eight containers annually (or monthly) for the aggregation of material removed from event collection stations during the course of the event. Contractor shall provide containers in sufficient number of appropriate types, subject to the cap, for the needs of the event as determined by Contractor in cooperation with City and the event organizer. Contractor shall service containers, as agreed-upon with City and the event organizer, and deliver collected materials to the appropriate approved facility for processing and disposal.
  3. **Public Education Booth.** Upon request of either City or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor and the benefits of source reduction, reuse, recycling, and composting.
  4. **Reporting.** Within 14 calendar days of the end of the event, Contractor shall submit a report to City and the event organizer. The report shall include: the number of collection stations deployed at the event; the tonnage of each material type (i.e., recyclable materials, organic materials, and solid waste) collected; the landfilled and diverted tonnage from each stream;

the name and address of disposal site utilized; and, a description of the public education provided at the event. Weight receipts shall be made available to City upon request.

- B. Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the customer in a professional and timely manner.
- C. For special events that are not identified in Exhibit B4 or otherwise hosted or sponsored by City, Contractor shall provide the above-described special event services and may negotiate the charges for such services with the event organizer based on the specific needs of the event, or provide the services at its sole expense, at no cost to City or ratepayers.

## 5.6 Public Education and Outreach

- A. Contractor shall perform the public education and outreach activities specified in Exhibit C.
- B. **Program Objectives.** City's public education and outreach strategy shall focus on improving generator understanding of the benefits of, and opportunities for, source reduction, reuse, and landfill disposal reduction and supporting compliance with applicable laws including AB 939, AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include: (i) informing generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, recycling, and composting; (ii) instructing generators on the proper method for placing materials in containers for collection and setting containers out for collection, with specific focus on minimizing contamination of recyclable materials and organic materials; (iii) clearly defining excluded waste and educating generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) informing generators subject to food recovery requirements under SB 1383 of their obligation to recover edible food and actions they can take to prevent the creation of food waste; (vi) encouraging the use of compost and recovered organic waste products; and, (vii) encouraging generators to purchase products/packaging made with recycled content materials. The cumulative intended effect of these efforts is to reduce generation of solid waste and, ultimately, disposal of solid waste by each generator. Contractor shall support and not undermine or interfere with such efforts.
- C. **Contractor Public Education Requirements.** Contractor shall print, produce, and distribute education materials and conduct outreach detailed in Exhibit C at no additional cost to ratepayers or City. Contractor shall obtain approval from City on all Contractor-provided promotional and service-related materials used within Brea before publication, distribution, or release. City shall have final approval of any materials or content distributed or made available to customers. Upon City's request, Contractor shall include City identification and contact information on such materials.
- D. **Non-English Language Requirements.** Contractor shall make all public education and outreach materials in English, Spanish, Korean, and Traditional Chinese. Contractor may use Quick Response ("QR") codes to assist customers with specific languages and for specific programs. Upon City's request, Contractor shall provide materials in additional languages in response to shifting demographics, changes in applicable law, or any other reason reasonably deemed appropriate by City.



## 5.7 Billing

### 5.7.1 General

- A. Contractor shall develop, maintain, and regularly update a customer account information database, which shall include:
  - 1. Customer name.
  - 2. Phone number.
  - 3. Service address.
  - 4. E-mail address.
  - 5. Customer service levels, including:
    - a. Customer service levels exceptions.
    - b. Customer service waivers.
- B. Contractor shall make access to such database available, upon no more than five working days' request from City, in accordance with this Section and Section 7.1. Contractor shall additionally, on an annual basis, reconcile all customer accounts with City's billing information (i.e., via GIS and parcel data). Failure to maintain a database in accordance with this Section shall result in liquidated damages in accordance with Section 12.6.
- C. Contractor shall provide direct-billed customers the option to receive invoices electronically using paperless invoices or by standard mail using standard (paper) invoices. Contractor shall allow customers to pay bills through an electronic check or credit card and shall include the ability for customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such customers to pay bills by check, electronic check, money order, and credit card.
- D. Up to once per month, City may direct Contractor to include a billing note directly onto the customer invoices. Contractor shall provide electronic bill inserts to customers who are billed electronically, and paper bill inserts to customers who receive paper bills. Electronic bill inserts must be readily available for the customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted customer group. Contractor shall perform this service with no additional requirement for compensation.
- E. Contractor shall maintain copies of all billings and receipts, each in chronological order for inspection and verification by City.
- F. If Contractor fails to invoice a customer, or otherwise undercharges a customer for services provided for more than six months, Contractor may not subsequently attempt to collect the undercharged amount for more than six months of service. If Contractor overcharges a customer for a period of more than six months, Contractor shall reimburse or credit the customer for six months of the overcharged service. Contractor is not prohibited from reimbursing or crediting a customer for more than six months of overcharges.
- G. If a customer reduces or cancels service during a billing cycle, the customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of

cancellations or reductions in the customer's bill, or the date the service change was fulfilled, in the case of increases in the customer's bill.

### **5.7.2 City's Billing Responsibility**

- A. Contractor shall accept as full compensation from City for the complete collection and disposal of single-family waste, organic materials, and recyclable materials the amount specified in Exhibit D less the franchise fee specified in Section 8.1 below. City shall bill single-family customers. Such compensation for single-family services shall be based on the number of single-family customers in each residential category reflected in Exhibit D. The number of single-family customers shall be established by City as of the Effective Date and shall be reviewed monthly by the parties. In the event such a review results in an increase or decrease in the number of single-family customers, the subsequent payments to Contractor shall be adjusted accordingly.
- B. City shall pay Contractor for single-family disposal charges on or before the 20<sup>th</sup> of the month following the close of each month. City shall pay Contractor for single-family collection services on or before the 15<sup>th</sup> of the month following the close of each month. Separate checks for disposal charges and collection services shall be payable to Brea Disposal and shall be mailed or otherwise delivered as agreed to by City and Contractor to Accounting Manager, 1131 North Blue Gum Street, Anaheim, CA 92806.

### **5.7.3 Contractor's Billing Responsibility**

Contractor shall direct bill customers that are not billed by City pursuant to Section 5.7.2 above (i.e., commercial customers, residential customers with bin service, and residential customers with five or more dwelling units). Contractor's billing shall be on a monthly basis, except as may be otherwise specified, in writing, by City. Contractor may charge the rates specified in Exhibit D for commercial and industrial services, as such rates may be amended from time to time pursuant to the provisions of Article 9 and any AB 939 fees imposed by City.

### **5.7.4 Vacant Premises**

#### **5.7.4.1 City Billed**

Contractor shall discontinue service to customers billed by City if instructed to do so by City and will resume service upon instruction from City. Contractor shall not invoice City for periods during which service is not provided to a customer. Contractor shall cooperate with all reasonable requests of City that relate to the collection of accounts receivable. Bad debt from City-billed customers will be assumed by City.

#### **5.7.4.2 Contractor Billed**

Contractor shall not provide collection services to a premises, and shall not bill such premises, during any time when Contractor has actual notice such premises is vacant and the customer has provided Contractor written notice of the vacancy. The customer at any such premises shall be responsible for providing reasonable evidence to Contractor, pursuant to such guidelines as Contractor shall develop and City shall approve, demonstrating the premises is vacant. Any customer grievance regarding a claim that a premises was vacant and received no service, and hence should not be billed for a given period, may be appealed by the customer to City. The City Manager's decision, following an opportunity for the parties to present information, shall be final. It is the intent of the parties that Contractor shall not be entitled to charge for services that are not needed or used. Notwithstanding the foregoing, it is the intent of the parties that

premises shall not be deemed vacant due only to a temporary absence of the owner(s) or occupant(s), such as a period during which the owner(s) or occupant(s) are merely on vacation.

### 5.7.5 Delinquent Accounts

- A. **Customers Billed by City.** Residential customers billed directly by City with delinquent amounts will be handled in accordance with City's internal billing procedures for delinquent accounts.
- B. **Customers Billed by Contractor.**
1. Any service account unpaid by the due date listed on the billing statement shall be deemed delinquent. Except to the extent otherwise provided herein, it shall be the sole responsibility of Contractor to take any authorized measures to collect any delinquent sums owed for commercial customers.
  2. Any delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City review.
  3. Contractor may discontinue service to any customer whose account is delinquent in the manner set forth in this Section. Customers who have not remitted required payments within 30 days after the date of billing shall be notified on forms approved by City. Such forms shall contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. If payment is not made by the expiration of such 15-day period, Contractor may discontinue service 48 hours thereafter.
  4. Contractor shall resume collection services on the next regularly scheduled collection day for any customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges, or at such sooner time as directed to do so by City.
  5. A deposit as set forth in the approved rate schedule, as such rates may be amended from time to time, may be required of accounts that have been discontinued for non-payment prior to re-instituting service at such accounts.
  6. Contractor shall make all reasonable efforts to diligently pursue and collect all delinquent sums owed by customers. Following exhaustion of all such reasonable efforts by Contractor, Contractor may request City's assistance in collecting any remaining delinquent sums owed, and City shall endeavor, in good faith, to assist Contractor with its collection efforts. Notwithstanding the foregoing, City shall have no liability to Contractor for failure to collect any such delinquent sums from customers. Contractor shall reimburse City for any and all costs incurred by City in assisting Contractor in the collection of delinquent sums owed.

### 5.7.6 Collection and Processing of Payments.

- A. **Accounting and Deposit of Funds.** All payments received by Contractor shall be appropriately credited to customer accounts, deposited in a bank account, and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping, Contractor shall make all withdrawals from its bank accounts by check, ACH debit/credit, or wire, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor, vendor, or supplier of Contractor.
- B. **Allocation of Funds.** With respect to payments received from each customer, unless a customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for collection services, then to any related delinquency fees or other administrative charges, up to the

amount of any outstanding balance. Any overpayment shall be credited to future bills in the same sequence or returned to customers, as appropriate.

## 5.8 Customer Service Program

### A. Program Requirements.

#### 1. Office Locations.

- a. Customer Service Office. Contractor maintains an office located at 1131 North Blue Gum Street, Anaheim. No change in this location shall occur without City's approval if such change would result in Contractor not having an office within 25 miles of the Brea Civic and Cultural Center. Such office shall be open, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during office hours, for personal communication with the public. A similarly qualified person(s) capable of communicating in Korean, Traditional Chinese, and other languages by way of translation services shall be available for communication with the public by phone during any times other than office hours when collection is occurring.
- b. Principal Office. In the event that the principal office of Contractor is not maintained in the County of Orange, State of California, City may terminate this Agreement upon the giving of 365 calendar days' notice.

#### 2. Telephone Customer Service Requirements.

- a. Contractor shall maintain either a local or toll-free telephone number that rings at an office within North Orange County at all times during office hours, except during periods of high call volume when calls may be routed to Contractor's available southwest area regional call centers. English and Spanish speaking personnel shall be available during office hours to assist customers with telephone inquiries. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced, subject to high call volume events when southwest area regional call centers may be utilized to manage call volume. Contractor shall provide City with a 24-hour emergency number to a live person. Contractor shall provide and maintain a current emergency list of responsible personnel to be contacted in the event of an emergency.
- b. Contractor shall make reasonable attempts to answer all phone calls within five rings. If a call has been placed on hold for three minutes, the caller will either be switched to a message center that shall be responsible to obtain the caller's address and phone number or a customer service representative will obtain the customer's address and a number at which the call can be returned. Contractor shall make at least one attempt within the next 24-hour period to return the call and will leave a voicemail with the customer. If Contractor is unsuccessful in contacting the customer after following this procedure, Contractor shall maintain a record of the unsuccessful attempts.
- c. Contractor shall maintain an emergency telephone number for use outside office hours. Contractor shall have a representative, or an answering service to contact such

representative, available at such emergency telephone number during all hours other than normal office hours.

- d. Contractor shall be able to respond to inquiries in English, Spanish, Korean, Traditional Chinese, and other languages as reasonably directed by City. Customer may subscribe to a telecommunications device for the deaf ("TDD") service for use by persons with hearing or speech difficulties.

**3. Complaint Documentation.**

- a. Contractor shall retain daily logs of complaints for 24 months.
- b. Contractor shall log all complaints received by telephone, mail, and e-mail, and such log shall include the date and time the complaint was received, name, address, and telephone number of callers, description of complaint, employee recording complaint, and the action taken by Contractor to respond to and remedy complaint. Missed pick-ups shall be included in this log.
- c. Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within the same day for a customer complaint received before 12:00 p.m. and the following business day for a complaint received after 12:00 p.m. (excluding Saturday, Sunday, and holidays) of receipt. Contractor shall log its actions taken to respond to and remedy the complaint.
- d. All customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular business hours, have access to Contractor's City Liaison for purposes that may include monitoring the quality of customer service or researching customer complaints.

**4. Resolution of Customer Complaints.**

- a. Disputes between Contractor and customers regarding the services may be resolved by City, except for customer claims for personal injury or damages to property. Contractor shall have the right to present evidence in connection with any customer claim. City's decision shall be final and binding. Contractor shall reimburse City's legal and consultant costs for each City intervention in a dispute between Contractor and a customer if City reasonably deems intervention is required and the customer's dispute is valid.
- b. Should Contractor and customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by City, and City's decision shall be final.
- c. Intervention by City is not a condition precedent to any rights or remedies customers or third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor or to customer claims for personal injury or property damage.

- 5. **Website and E-mail Access.** Contractor shall develop and maintain a website with Brea specific links that is accessible by the public and solely dedicated to the operations under this Agreement. Contractor's website shall include all public education and outreach materials produced and distributed under this Agreement and provide the public the ability to e-mail Contractor questions, service requests, or complaints. Contractor shall respond within 24

hours to all customers who leave e-mail messages on any given business day. Contractor may respond to customer e-mails via e-mail or phone.

**B. Missed Collections.**

1. **Missed Collection Complaints.** In the event that a customer has placed its container for collection during the established or designated collection time and reports a missed or incomplete collection directly to the customer service line, Contractor's customer service representative shall not question or contest the customer's claim that the collection was missed or incomplete. In cases where the route driver recorded the container(s) in question as already "collected" or "not out," Contractor shall resolve the complaint as noted in the below subsections.
  2. **Schedule for Resolution.**
    - a. Contractor shall resolve every customer complaint of a missed or incomplete collection by returning to the customer address and completing the collection. For all complaints related to missed collections that are received by 12:00 p.m. on a business day, Contractor shall return to the customer address and collect the missed materials on the same business day on which the missed collection was reported. For those complaints related to missed collections that are received after 12:00 p.m. on a business day, Contractor shall have until the end of the following business day to resolve the complaint. Contractor's failure to comply with this Section may be subject to liquidated damages in accordance with Section 12.6.
    - b. Contractor shall not be required to return and complete a collection in response to a complaint if Contractor's driver has left a non-collection notice in accordance with Section 5.11.A.4.
  3. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a customer: (i) reports that its container(s) were placed for collection after Contractor's collection vehicle had already passed the premises for regularly scheduled collection; (ii) does not claim that Contractor missed the collection; and, (iii) requests that Contractor return and collect the containers, Contractor shall return to the customer's premises and provide a courtesy collection at no charge to the customer. Contractor is not required to provide more than one courtesy collection for admitted late set-outs per customer per calendar year. For residential customers, one courtesy collection represents collection of up to three carts (recyclable materials, organic materials, solid waste) per incident. Contractor shall complete the courtesy collection by the end of the following business day. The provisions of this Section shall only apply if the customer acknowledges during the initial call to the customer service line that the event did not constitute a missed or incomplete collection event by Contractor.
- C. SB 1383 Non-Compliance Complaints.** For complaints received directly by Contractor in which the person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit F. Contractor shall provide this information in a brief complaint report to City for each SB 1383 non-compliance complaint within seven days of receipt of such complaint and a monthly summary report of SB 1383 non-compliance complaints in accordance with Exhibit F. Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity and shall document the information in the reports provided pursuant to Exhibit F.

## 5.9 Access to Customer Service and Billing Systems

Contractor shall provide access to customer contact information (including e-mail addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Manager and any other City staff, as requested by City, have read-only access to all service order, billing, and customer service records in Contractor's internal information systems. Such read-only access is intended to provide City the ability to review notes related to customer service and billing issues.

## 5.10 Service Exemptions

- A. **General Exemptions.** Upon customer request, and with written approval from City, Contractor shall cease providing and collecting payment for collection services to a premises that is anticipated to be vacant for no less than 30 days based on verified information from the customer. In addition, upon written direction from City, Contractor shall modify or otherwise cease providing collection services to customers requesting other service exemptions, provided that such customers consistently demonstrate the ability to responsibly manage discarded materials generated at the premises in question, in a manner consistent with applicable law.
- B. **Commercial and Multi-Family Customer Waivers.**
1. **General.** City may grant waivers described in this Section 5.10.B to commercial or multi-family generators that impact the scope of Contractor's provision of service for those customers, provided the generator shall continue to subscribe with Contractor for franchised collection services to the extent such services are not waived by City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by City in compliance with applicable law.
  2. **Types of Generator Waivers.**
    - a. De Minimis Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation or City has evidence demonstrating one of the following de minimis conditions:
      - i. The generator's total discarded materials collection service is two cubic yards or more per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 20 gallons per week, per applicable container, of the commercial business' total waste.
      - ii. The generator's total discarded materials collection service is less than two cubic yards per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 10 gallons per week, per applicable container, of the generator's total waste.
    - b. Physical Space Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation, or City has evidence from its staff, Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the premises lacks



adequate space for recyclable materials containers and/or organic materials containers.

3. **Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers and physical space waivers to City or Contractor. Within seven days of being notified by City of a waiver request, Contractor shall inspect the generator's premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, customer name and address, a description of the premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City within three days after the inspection date. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit F.
4. **Service Level Updates.** When City grants a waiver to a customer, or the customer's waiver status changes after a re-verification determination, City shall notify Contractor within seven days with information on the customer and any changes to service level or collection service requirements for the customer. Contractor shall have seven days to modify the customer's service level, customer account data, and billing statement, as needed.
5. **Waiver Re-verification.** City shall be responsible for re-verification of waivers. Upon request, Contractor shall support City in this re-verification process by providing requested customer information as per customer database requirements in Section 5.7. In the event that a waiver status changes, Contractor shall update the customer's information and service level in accordance with Section 5.10.B.4.

C. **Contractor Service Exemptions.**

1. **Disaster Waivers.** In the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR 18984 et seq. in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.
2. **Quarantined Waste.** If approved by City, Contractor may dispose of, rather than process, specific types of organic materials and/or recyclable materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to the approved facilities for such material.

In accordance with Exhibit F, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined organic materials and recyclable materials that are disposed of pursuant to this Section 5.10.C.

## 5.11 Contamination Monitoring

A. **Annual Route Reviews.**

1. **Methodology.**



- a. Contractor shall conduct route reviews of containers for prohibited container contaminants in a manner that is approved by City and results in all routes being reviewed at least annually.
  - b. Contractor's route review shall include all container types in service (recyclable materials, organic materials, and solid waste containers) for all customer types. The containers shall be selected prior to beginning the route review.
  - c. Contractor shall ensure that a minimum of 1% of accounts or 25 accounts, whichever is larger, on each and every hauler route are inspected annually to ensure the requirements of SB 1383 contamination minimization route reviews are met.
  - d. Contractor shall develop a specific route review methodology to accomplish the above container inspection requirements, and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to City no later than January 15 of each year. Contractor's proposed methodology shall include the schedule for performance of each route's annual review and Contractor's plan for prioritizing the inspection of customers that are more likely to be out of compliance. Contractor may commence with the proposed methodology upon approval by City or CalRecycle.
  - e. If City or CalRecycle notifies Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional route reviews, increased container inspections, or implement other changes using the revised procedure. If Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by City, then Contractor shall, at the expense of City, revise the methodology and implement the necessary changes using the revised procedure.
  - f. City may require modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall provide an e-mail notice to City no less than 10 working days prior to each scheduled route review that includes the specific time(s), which shall be within City's normal business hours, and location(s).
2. **Contamination Notification.** Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer with a notice of contamination in the form of either a courtesy pick-up notice or a non-collection notice.
  3. **Courtesy Pick-Up Notice.**
    - a. Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer a courtesy pick-up notice at the customer's door or gate or, subject to City's approval, may deliver the notice by mail, e-mail, or phone. Contractor may also attach courtesy pick-up notices if verified visually while conducting the collection service to the contaminated containers.
    - b. The courtesy pick-up notice shall:
      - i. Inform the customer of the observed presence of prohibited container contaminants.
      - ii. Include the date and time the prohibited container contaminants were observed.

- iii. Include information on the customer's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for collection in each container.
- iv. Inform the customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination fees following one instance of contaminated materials for commercial customers (provided that the foregoing shall not apply to excluded waste identified and responded to pursuant to Section 6.8.B).
- v. Include photographic evidence via mail or e-mail.
- c. The format of the courtesy pick-up notice shall be approved by City.
- d. Contractor shall collect the contaminated recyclable materials and organic materials and either transport the material to the appropriate approved facility for processing or Contractor may collect the contaminated materials with solid waste and transport the contaminated materials to the designated disposal facility. A courtesy collection of contaminated recyclable materials or organic materials where the materials are sent to the designated disposal facility may be made with a solid waste collection vehicle, provided that the contaminants may safely and lawfully be collected as solid waste.

**4. Non-Collection Notices.**

- a. Non-Collection Notice. Upon identification of prohibited container contaminants in a container in excess of 10% or more, by volume, or that contain excluded waste, Contractor shall provide a non-collection notice to the generator.
- b. The non-collection notice shall, at a minimum:
  - i. Inform the customer of the reason(s) for non-collection.
  - ii. Include the date and time the notice was left or issued.
  - iii. Describe the premium (extra pick-up) charge to customer for Contractor to return and collect the container after the customer removes the prohibited container contaminants to the extent safe to do so.
  - iv. Provide a warning statement that a contamination processing fee may be assessed for commercial and multi-family bin customers.
  - v. Document photographic evidence of the violation(s).
- c. Communications with Customer. Whenever a container at the premises of a commercial or multi-family customer is not collected, Contractor shall contact the customer on the scheduled collection day or within 24 hours of the scheduled collection day by telephone, e-mail, text message, or other verbal or electronic message to explain why the container was not collected. Whenever a container is not collected because of prohibited container contaminants, a customer service representative shall contact the customer to discuss and encourage the customer to adopt proper discarded materials preparation and separation procedures.
- d. Contractor Return for Collection. Upon request from a customer, Contractor shall collect containers that received non-collection notices within one working day of the customer's request if the request is made at least two working days prior to the

regularly scheduled collection day. Contractor shall bill the customer for the extra collection service event ("extra pick-up") at the applicable rates only if Contractor notifies the customer of the premium rate for this service at the time the request is made.

**5. Assessment of Contamination Processing Fees.**

- a. For commercial and multi-family bin customers, if Contractor observes 10% or more, by volume, of prohibited container contaminants on more than one occasion and issues a prior courtesy pick-up notice on that initial instance of contamination, then Contractor may impose a contamination fee for that customer's service level. The intent of commercial contamination fees is to provide a behavioral tool to educate and prevent customers from placing source separated discarded materials into the improper designated container(s), as well as to cover the increased costs to dispose of the contaminated loads. To ensure that the assessment of fees is to be used for the intended purposes and not as a form of revenue generation, contamination fees shall not exceed the following percent of Contractor's gross receipts in any calendar quarter: 1% for the first two years after the Effective Date; 3% for the following three years; and 5% for the remainder of the term of this Agreement. In the event that contamination fees exceed the applicable limit in any calendar quarter, the assessment of contamination fees shall be suspended immediately and indefinitely pending a program assessment by the parties. Upon program suspension or at the request of City, the parties shall meet and confer regarding the application and effectiveness of contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: (i) modify the program parameters; (ii) modify the amount of the contamination fee; or, (iii) return to City any funds generated by the contamination fee that exceed the thresholds noted above of Contractor's gross receipts for a given period of time, with such funds to be used for customer education and outreach and/or related programs to reduce contamination. The foregoing limitations on the contamination fee shall not apply to excluded waste for which the customer (once identified in accordance with this Agreement) shall pay Contractor for all costs and fees associated with the inclusion of such excluded waste.
- b. Failure to comply with the requirements of this Section 5 may be subject to liquated damages in accordance with Section 12.6.
- c. Contractor shall provide a notice of the contamination fee as required by 3.a above prior to assessing the contamination fee.
- d. Contamination Processing Fee Notice. Contamination processing fee notices shall be in a format approved by City. Contractor shall notify City in its monthly report of customers for which contamination processing fees were assessed per this Section. Each contamination processing fee notice shall:
  - i. Describe the specific material(s) of issue.
  - ii. Explain how to correct future set-outs.
  - iii. Indicate that the customer will be charged a contamination processing fee on the next bill.

**6. Reporting Requirements.**

- a. Container Contaminant Log. The driver or other Contractor representative shall record each event of identification of prohibited container contaminants in a written log or in the on-board computer system including date, time, customer's address, type of container, and photographic evidence. Photographic evidence by the driver or other Contractor representative shall be provided to City if requested by the customer or City for identified occurrences.
- b. Contaminant Fees Assessment Report. Contractor's contract administrator or their designee shall update the customer's account records to note the contaminant event(s) as identified by driver(s) and/or other Contractor personnel upon identification. Contractor shall maintain records and report to City monthly on contamination monitoring activities and actions taken, consistent with the submittal timing and content requirements of Exhibit F. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.
- c. Monthly Report. The monthly report shall include: list of customers that were assessed charges; photographic evidence of each contamination event where a fee was assessed if requested by the customer or City for identified occurrences; verification processes to assure accurate fee assessment; date of notification, form(s) of notification given to customer; list of efforts made in educating the customer that was assessed a fee; list of customer complaints in response to fee assessment; Contractor's response and actions taken in response to customer complaints; and, the dollar amount of contamination fees assessed during the reporting period. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.

## 5.12 Route Audit

- A. Upon City's request (but not more than once every four years), Contractor shall conduct an audit of its collection routes in Brea. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses provided that City provides Contractor with reasonable notice of such audit. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate customer service information for a new service provider to use in establishing service with customers. In setting these audit dates, City will reasonably establish deadlines for Contractor to provide routing and account information, and later the report, to City.
- B. The route audit, at minimum, shall consist of an independent physical observation by a City-approved person other than the route driver, or observation by onboard technology, if available, and if approved by City, which approval shall not be unreasonably withheld. The route audit information shall include, as a minimum, the following information for each account:
  1. For cart customers:
    - a. Route number.
    - b. Truck number.
    - c. Number and size of carts by waste stream (solid waste, recyclable materials, and organic materials).
    - d. Cart condition.

2. For bin and roll-off customers:
  - a. Route number.
  - b. Truck number.
  - c. Account name.
  - d. Account number.
  - e. Account service address.
  - f. Account type (residential, commercial, roll-off box).
  - g. Service level per contractor billing system (quantity, size, frequency, waste stream).
  - h. Observed containers (quantity, size, frequency, waste stream).
  - i. Container condition.
  - j. Proper signage.
  - k. Graffiti.
3. Within 30 days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:
  - a. Identification of the routes.
  - b. Route map.
  - c. Truck numbers.
  - d. Number of accounts, by route and in total (residential, commercial, and roll-off box).
  - e. Confirmation that all routes are dedicated exclusively to Brea customers.
  - f. Number and type of exceptions observed.
  - g. Name and addresses of customers that do not have source separated recyclable materials collection services and documentation of waivers if any for each account.
  - h. Name and addresses of customers that do not have source separated organic materials collection services and documentation of waivers, if any, for each account.
  - i. Total monthly service charge (residential, commercial, and roll-off box), pre-audit for each customer.
  - j. Total monthly service charge (residential, commercial, and roll-off box), post-audit (subsequent to corrections of identified exceptions) for each customer.
4. The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit and supporting back-up data shall be available for review by City.

### 5.13 Preparation of CalRecycle Electronic Annual Report (EAR)

Contractor shall prepare, and submit to City for review and approval, the draft EAR by July 1 of each calendar year. Contractor shall revise the EAR upon receipt of revisions made by City, and City will submit the final draft EAR to CalRecycle.

## ARTICLE 6. STANDARD OF PERFORMANCE

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### 6.1 General

Contractor shall at all times comply with applicable law and provide services in a manner that is safe to its employees and the public. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with recyclable materials, organic materials, and solid waste management practices common to the County area.

### 6.2 Operating Hours and Schedules

A. **Hours of Collection.** Unless otherwise authorized by City, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Collection from residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection at residential premises shall not occur on Saturdays; excepting temporary bin services and collection occurring on Saturdays following such holidays as may be approved by City, or as required for special collections or to address a missed collection or failure to set out event. No collection services shall occur on Sundays at residential premises, except in exceptional circumstances for which specific approval is given by City.
2. **Commercial Premises.** Collection from commercial premises in close proximity to residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection from commercial premises otherwise may occur between the hours of 5:00 a.m. and 8:00 p.m. Collection services may occur at commercial premises on Sundays; provided, however, no such service shall occur on Sundays in connection with any premises at which City determines such service would be contrary to the public interest. City may require Contractor to comply with time frames applicable to residential premises in connection with collection services for customers at commercial premises whose premises are in close proximity to residential premises.
3. **City Facilities.** The collection schedule for City facilities shall be the same as commercial premises.

B. **Changes in Collection Routes.** Contractor shall establish collection routes and a collection schedule that shall be approved by City such that customers at all residential and commercial premises will have not less than one established collection day each week. Contractor shall provide City with route maps identifying at a minimum the type of route (e.g., single-family, multi-family, commercial) and the service day. Contractor may propose changes or additional routes for City approval, which shall not be unreasonably withheld. If a standard collection route change is

approved, Contractor shall notify all affected customers 14 days prior to implementing the new route. Failure to obtain City approval on route changes resulting in service day changes for customers shall be subject to liquidated damages in accordance with Section 12.6 of this Agreement.

**C. Commingling of Routes.**

1. During its collection process, Contractor shall not commingle solid waste collected within Brea with solid waste collected in other jurisdictions based on Contractor's methodology to account for solid waste collected within Brea, any other jurisdiction, or on behalf of any other entity operating or existing within Brea that is not subject to this Agreement, and Contractor is specifically prohibited from combining collection routes related to services provided pursuant to this Agreement with collection routes for other jurisdictions. Notwithstanding the forgoing, if written consent of CalRecycle and City is obtained, then Contractor may commingle such solid waste collected within Brea in a collection vehicle with solid waste collected from premises in other jurisdictions.
2. City may grant consent for such commingling in its absolute and sole discretion if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City being in compliance with applicable laws. City may withdraw consent if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City not being in compliance with applicable laws. As of the Effective Date, commingling of routes for the collection of recyclable materials and organic materials from customers at commercial premises and multi-family dwellings is approved by City, using a methodology for tracking such types of solid waste generated in Brea and in other jurisdictions that is premised upon container capacity.

- D. Holiday Collection.** Contractor, at its sole discretion, may choose not to provide collection services on a holiday. In such event, Contractor shall provide single-family collection services on the day following the holiday thereby adjusting subsequent work that week with normally scheduled Friday collection services being performed on Saturday; however, customer service days shall be returned to the normal schedule within one week of the holiday. Multi-family, commercial, and City collection services shall be adjusted as agreed between Contractor and the customer but must meet the minimum frequency requirement of one time per week. Contractor shall provide customers notice of holiday-related changes in collection schedules at least two weeks prior to the change.

### **6.3 Collection Standards**

- A. Servicing Containers.** Contractor shall collect and return each container to the approximate location where the occupant placed the container for collection. Contractor shall place the containers upright with lids properly secured. For customers other than single-family residential customers, Contractor may provide scout service, pullout service, accessing container enclosures with a key or access code, or locking bin service as described in Exhibit B3.

**B. Non-Collection, Courtesy Pick-Up Noticing.**

1. Within 30 days of the Effective Date, Contractor shall develop and submit to City for review and approval:
  - a. A template non-collection notice, for use in instances of acceptable non-collection of discarded materials.



- b. A template courtesy pick-up notice, for use in instances of improper set-out of discarded materials, which Contractor, at its sole option, elects to collect as a courtesy to the customer.
2. In the event that Contractor is prevented from collecting discarded materials that have been placed for collection, Contractor shall leave a non-collection notice at the customer premises clearly explaining Contractor's refusal to collect the discarded materials. Contractor shall not be required to collect discarded materials that are reasonably believed to contain excluded waste. Contractor may propose an alternative to a paper non-collection notice left at customer premises (e.g., customer notification via a phone call or e-mail) subject to City approval. Such an alternative must involve pro-active communication with the customer, initiated by Contractor.
3. In the event that Contractor encounters circumstances at a premises that allow for safe collection of discarded materials but do not otherwise reflect proper set-out procedures (including spills not caused by Contractor, carts placed too close together, carts placed in front of one another, and carts placed too close to parked cars), Contractor shall collect the material and leave a courtesy pick-up notice clearly explaining how the customer failed to comply with proper set-out procedures.
4. Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of collection (e.g., carts spaced three feet apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the customer to follow such procedures does not constitute a reason for non-collection if the discarded materials may be safely and reasonably serviced. Contractor's route drivers shall dismount their collection vehicles and reposition containers as necessary to provide collection service. Contractor may not require a customer to set out the customer's containers in such a manner that would block vehicle access to the customer's driveway. Contractor and customers may mutually agree to uncommon service locations if necessary for collection in specific areas (e.g., setting out all of the carts in a court in a line down the middle of the court as opposed to curbside.)
5. Contractor may refuse to collect recyclable materials or organic materials containers that are contaminated and shall leave an approved non-collection notice informing customer how to properly separate materials.

**C. Litter Abatement.**

1. Contractor shall use due care to prevent spills or leaks of material placed for collection, fuel, and other vehicle fluids while providing services. If any materials are spilled or leaked during collection and transportation by Contractor, then Contractor shall clean up all spills or leaks before leaving the site of the spill.
2. Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.
3. Contractor shall cover all open roll-off boxes at the pick-up location before transporting materials to an approved facility or the designated disposal facility.
4. Contractor shall conduct public outreach and staff training to customers on best management practices for litter abatement at no extra charge. Such best management practices include:



- a. Closing container lids and right-sizing service: Contractor shall tag overfilled containers with courtesy pick-up notices, which will serve as outreach and education to the customer. Photographs of the container shall be taken by drivers, attached to the customer's account, and will be available to outreach and customer service staff in order to demonstrate to the customer where a problem exists.
  - b. Outreach to customers on the importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
  - c. Driver training on litter reduction techniques and litter removal best management practices.
  - d. Affixing to the back of Contractor trucks signage that provides a phone number for residents to report material spills.
- D. **Development and Review of Collection Specifications.** Contractor shall work with City to develop standard specifications for collection container enclosures at commercial and multi-family premises in compliance with the City Code. These specifications shall be developed to ensure that the container enclosures are built to provide adequate space and suitable configuration to allow Contractor to safely and efficiently service the containers. Contractor's operations manager or other appropriately qualified staff shall, upon request by City, provide a review of plans for new multi-family and commercial development or project design drawings. Contractor shall provide comments and recommendations in writing within 10 working days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of the: (i) adequacy of space for recyclable materials, organic materials, and solid waste containers; (ii) accessibility of the containers for collection, including whether additional charges (e.g., pullout or scout service) would apply; and, (iii) ease of use by tenants.
- E. **No Commingling of Materials.** Contractor shall not commingle materials that have been properly source separated with other material types (for example, source separated recyclable materials that have been properly placed for collection shall not be combined with solid waste or source separated organic materials).

## 6.4 Transfer and Processing Standards

### A. Equipment and Supplies.

1. Contractor shall equip and operate the approved processing facilities in a manner to fulfill its obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the approved processing facilities. Contractor shall modify the approved processing facilities as needed to perform this Agreement.
2. Contractor or its approved processing facility subcontractors, as applicable, shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, transfer, transport, processing equipment, and other consumables as appropriate and necessary to operate the approved processing facilities and provide all services required by this Agreement. Contractor or its approved processing facility subcontractors shall place the equipment in the charge of competent operators and shall repair and maintain all equipment at its own cost and expense.

### B. Scales and Weighing.

1. **Accurate Weighing.** Contractor is solely responsible for ensuring accurate weighing of all materials delivered pursuant to this Agreement as they are entering and/or leaving the approved processing facilities.
2. **Facility Scales.** Contractor shall maintain state-certified motor vehicle scales in accordance with applicable law. All scales shall be linked to a centralized computer recording system at the approved processing facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generators capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales be unavailable. Pending substitution of portable scales, Contractor shall, as necessary, estimate the tonnages of materials delivered to and transported from the approved processing facilities on the basis of delivery vehicle and transfer trailer volumes, unloaded ("tare") weights, and other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting. The requirements in this Section shall apply only to scales at facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement.
3. **Tare Weights.** Within 30 calendar days of the Effective Date, Contractor shall ensure that all vehicles used by Contractor to deliver recyclable materials, organic materials, and solid waste to the approved processing facilities are weighed to determine tare weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor-owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights annually and within 14 calendar days of a City request. Contractor shall re-tare vehicles immediately after any major maintenance or service event.
4. **Testing.** At any facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement, Contractor shall test and calibrate all scales in accordance with applicable law but at least one test and recalibration per scale every 12 months or upon City request.
5. **Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.
6. **Upon-Request Reporting.** If vehicles receiving and unloading operations are recorded on video cameras at the approved processing facilities, Contractor shall (to the extent Contractor owns or operates such facilities) make those videos available for City review during the approved processing facility's operating hours, upon request of City, and shall provide the name of the driver of any particular load if available.

## 6.5 Collection Vehicle Requirements

### A. Vehicle Requirements.

1. Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall have available

sufficient back-up vehicles for each type of collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies.

2. All vehicles used by Contractor shall be of size, weight, nature, and type to be minimally intrusive on the community with respect to noise, emissions, maneuverability, safety, fuel efficiency, and other factors necessary to minimize impacts of Contractor's services. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow and shall comply with applicable laws. In the event a particular vehicle used by Contractor causes complaints as a result of fluid spills or leakage, Contractor will remove the vehicle immediately (same day) from service and repair the vehicle before returning to service or replace the vehicle in the fleet as necessary. Each piece of equipment used by Contractor shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Contractor's vehicles shall utilize recycled motor oil to the extent practicable.
3. Contractor shall annually investigate the ability to procure qualified RNG with its fueling provider and shall implement the use of such fuel to the maximum available extent provided that the premium cost of qualified RNG does not cause Contractor's total fuel expense to increase by more than 10%. Contractor shall make commercially best efforts to seek and utilize RNG that is purchased through a wheeling agreement, provided that the wheeling agreement is for purchase of gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted to recycle organic waste and meets SB 1383 requirements. Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit F. Contractor shall allow City to report this RNG usage toward City's fulfillment of its annual recovered organic waste product procurement target.
4. Collection vehicles shall have the capacity to collect and transport loose cardboard overages to ensure that Contractor is capable of complying with Exhibit B.
5. Collection vehicles shall present a clean appearance while providing service. Solid waste collection vehicles shall be washed at least once every seven days.
6. The body of each truck of Contractor shall have a metal cover covering at least 50% of the truck body at all times and the remaining 50% shall be covered by a tight fitting, waterproof tarpaulin, which shall be securely tied in order to cover discarded materials when the vehicle is being used to transport its contents to the place of disposal or otherwise of a design and construction approved by the City Manager.
7. All collection vehicles shall comply at all times with applicable laws including CARB's truck and bus regulation (13 CCR 2025) and advanced clean trucks regulation (13 CCR 1963-1963.5 and 2012-2012.2). The parties acknowledge the requirements of the advanced clean fleets regulation, and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the advanced clean fleets regulation. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer. Contractor is aware that the advanced clean fleets regulation is a current state law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment pursuant to Section 9.5. The parties agree to meet and confer regarding Contractor's

obligation to transition to zero-emission fleet and to incur costs associated with such transition in order to not burden City disproportionately relative to other jurisdictions or agencies serviced by Contractor or its affiliates. The parties understand and agree that each municipality served by Contractor is a unique service model based on the specific contractual requirements and service requirements of the particular municipality.

- B. **Vehicle Display.** Contractor's name and a vehicle number shall be visibly printed or painted in letters not less than five inches in height on both sides and the rear of each collection vehicle, including vehicles rented from a subcontractor that are being utilized to provide collection services in Brea. Additionally, the words "Serving the City of Brea" shall be displayed on both sides of every residential collection vehicle in letters not less than three inches in height.
- C. **Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. City may inspect vehicles at any reasonable time to determine compliance with sanitation requirements.
- D. **Vehicle Operations.** All collection operations shall be conducted as quietly as possible and shall conform to applicable noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 60 decibels with the exception of 65 decibels for one minute duration. All decibel readings shall be based on a distance of 10 feet from the vehicle. City may request Contractor to check any piece of equipment for conformance with the noise limits in response to complaints and when City deems necessary.
- E. **Leaks and Spill Mitigation.** Contractor shall clean up any leaks or spills from its vehicles per the NPDES permit. Contractor shall notify City of any leaks or spills reported to Contractor or observed by any employee of Contractor. Contractor shall ensure that it initiates remediation of leaks or spills within two hours of notification or observation. Contractor shall notify City immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any Contractor vehicle shall be allowed to enter a storm drain. All NPDES dry-cleaning measures shall be complied with. All collection vehicles shall be equipped with absorbent for such cleanup efforts. Contractor shall provide photographic evidence to City for each clean up. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe, or for failure to follow the cleanup procedures, does not excuse Contractor from the clean-up requirements.
- F. **Costs of Operation and Damages.** Contractor shall be responsible for any costs incurred in connection with ensuring all collection vehicles comply with applicable laws including laws relating to noise, fuels, emission standards, or weight limits.

## 6.6 Container Requirements

- A. **Containers Provided to Customers.** Contractor shall provide containers to new customers within three working days of Contractor's first receipt of a service initiation request. Containers shall be new or fully refurbished in as-new condition and shall comply with the container standards set forth in this Section. All containers shall display Contractor's name, logo, telephone number, website, capacity (yards or gallons), and an identifying inventory or serial number.
- B. **Container Standards.**

1. All carts shall be manufactured by injection or rotational molding methods. The cart handles and handle mounts may be an integrally molded part of the cart body or molded as part of the lid. The cart handles shall provide comfortable gripping area for pulling or pushing the cart or lifting the lid. Pinch points are unacceptable. Carts shall have a useful life of 10 or more years as evidenced by a manufacturer's warranty or other documentation acceptable to City.
2. Carts shall meet the following durability requirements: maintain original shape and appearance; be resistant to kicks and blows; require no routine maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with intended use; resist degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats); have bottoms that remain impervious to damage that would interfere with the cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface; and, have wheel and axle assemblies to provide continuous maneuverability and mobility as originally designed and intended.
3. Carts shall be resistant to: common household or residential products and chemicals; human and animal urine and feces; and, airborne gases or particulate matter present in the ambient air.
4. All bins with a capacity of one cubic yard or more shall meet applicable safety laws and be covered with attached lids.
5. Contractor shall obtain City's written approval of container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.
6. When purchasing plastic collection containers, Contractor shall purchase containers that contain a minimum of 10% post-consumer recycled plastic content, unless such requirement is waived by City.
7. Container lids shall be designed such that the following requirements are met when properly utilized by the customer:
  - a. Prevents the intrusion of rainwater and vectors.
  - b. Prevents the emissions of odors.
  - c. Enables the free and complete flow of material from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.
  - d. Permits users of the cart to conveniently and easily open and shut the lid throughout the serviceable life of the cart.
  - e. Hinges to the cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the cart body.
  - f. Prevents damage to the container body, the lid itself, or any component parts through repeated opening and closing of the lid by generators or in the dumping process.
  - g. Remains closed in 25 miles per hour winds. All lid hinges shall remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes.

- h. Designed and constructed such that it prevents physical injury to the user while opening and closing the cart.
- 8. Containers shall be stable and self-balancing in the upright position, when either empty or loaded to maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. Containers shall be capable of maintaining upright position in 25 miles per hour winds.
- 9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.
- 10. Containers shall be recyclable at the end of their useful life.
- 11. Containers shall be designed and constructed to be watertight and prevent the leakage of liquids.

**C. Container Colors.**

- 1. Contractor shall provide customers with collection containers that comply with the color requirements specified in this Section, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other applicable law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows:
  - a. Recyclable materials container lids shall be blue.
  - b. Organic materials container lids shall be green.
  - c. Solid waste container lids shall be black or grey.
  - d. Source separated food waste container lids shall be brown.
- 2. Hardware such as hinges and wheels on the containers may be a different color than specified above. All containers, including split-bins, shall comply with these color requirements. Each section of the split-bin shall be painted in accordance with the color requirements in this Section for the applicable discarded material type intended for that segregated section of the bin (e.g., a split-bin for solid waste and recyclable materials shall be half gray and half blue, respectively).

**D. Container Labeling.**

- 1. Solid waste, recyclable materials, and organic materials carts shall carry stickers, labels, or other identifying markings indicating the materials that can and cannot be placed in each container.
- 2. All containers that are not currently in Contractor's inventory shall include a label with the following: primary materials accepted; a clear indication of prohibited container contaminants; and, notification forbidding hazardous waste and describing proper disposal thereof. Design for the labels shall be approved by City prior to Contractor's ordering of labels. Lids shall be replaced when current in-mold labels or other container markings become worn but no later than 90 days of request from City or customer. Information on the containers shall include the telephone number to call Contractor for bulky item pick-ups and for general customer service. Contractor may also add to the required label information a QR code that can be scanned by the customer's personal digital devices, including cell phones, to allow the customer to review information including container materials accepted,

prohibited container contaminants, and other information concerning SB 1383 programs that can be updated over time to reflect new information or program changes. All containers shall be labeled in accordance with CalRecycle requirements and applicable law. Labels shall be designed to include English, Spanish, and Korean, and Traditional Chinese. If utilized, container labeling shall be on the top of the lid and/or on the body of the cart and shall be reviewed and approved by City.

**E. Repair and Replacement of Containers; Inventory.**

1. Contractor shall be responsible for repairing or replacing containers when Contractor determines the container is no longer suitable for service or when City or the customer requests replacement of a container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement containers. Contractor shall repair or replace all damaged or broken containers within three working days of a customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Contractor personnel. All repairs shall restore the cart to its full functionality.
2. Contractor shall maintain a sufficient inventory of containers to accommodate new customer requests for service, requests for change in service levels (size, type, or number of containers) from current customers, and requests for replacement due to damage. All replacement containers requested by customers and any newly deployed containers for new services shall be new and SB 1383 color compliant.
3. Contractor shall provide to single-family residential customers at least one free cart replacement for the 12-month period July 1 – June 30 of any contract year for any reason, upon customer request. If a customer requests more than one cart replacement during the period July 1 to June 30 of any contract year, then Contractor shall make carts available at the City-approved rate for such services. In addition, single-family residential customers may also request one cart size exchange per rate period at no charge. All such containers shall be provided within three working days of request. Contractor's failure to comply with the container requirements may result in assessment of liquidated damages in accordance with Section 12.6.
4. Bins shall be replaced on Contractor's normal replacement schedule and any new bins placed into service shall comply with the color and labeling requirements of SB 1383. All refuse, source separated recyclable materials, and/or organic materials bins at a customer location shall be uniform in color.

**F. Maintenance, Cleaning, Painting.**

1. Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all customer containers damaged by collection operations in accordance with standards specified in this Section unless damage is caused by the customer's gross negligence, in which case, the customer may be billed for repair or replacement of container at the City-approved rate. All containers shall be maintained in a functional condition.
2. Contractor shall steam clean and/or repaint all customer containers as needed to present a clean appearance. Contractor shall offer steam cleaning service (or clean container exchange) to customers requesting such service and may charge customers for such cleaning (or container exchange).



3. Contractor shall remove graffiti from all customer containers within two working days or notification at no additional charge.

**G. Monitoring of Container Enclosures.**

1. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of a container's lid and/or when discarded materials are placed outside the container and/or allowed to accumulate, making access to the container unsafe for collection.
2. In the event that a multi-family dwelling or bin commercial customer overfills its bin(s), Contractor shall follow the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and/or, if necessary, increase service levels. For any over-fill occurrences, Contractor will document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notifying the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document in its records the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.

## **6.7 Personnel**

- A. **General.** Contractor shall furnish such qualified personnel as may be necessary to perform this Agreement in a safe and efficient manner. Contractor shall assure that its employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from customers or members of the public.
- B. **Driver Qualifications.** Drivers shall have in effect a valid license, of the appropriate class, issued by the DMV. Contractor shall use the DMV's Class II employer "Pull Notice Program" to monitor its drivers for safety.
- C. **Safety Training.** Contractor shall provide suitable operational and safety training for all employees who operate collection vehicles or equipment. Contractor shall train its employees to identify, and not to collect, excluded waste. Upon request, Contractor shall provide City a copy of Contractor's safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.
- D. **Designated Staff.**
  1. **Contractor's Contract Administrator.** Contractor shall designate at least one qualified employee as City's primary point of contact with Contractor who is principally responsible for collection operations and resolution of service requests and complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters. Such individual is defined as Contractor's Contract Administrator. The City Manager shall be made aware of the name, position, e-mail, and telephone number of this individual, and in the event the Contractor's Contract Administrator is changed, Contractor shall notify the City Manager within 48 hours of the change.



2. **Field Supervisor.** Contractor shall designate one qualified full-time employee as supervisor of field operations. At least 50% of the field supervisor's time shall be dedicated to field checking on collection operations, including responding to customer requests, inquiries, and complaints.
3. **Recycling Coordinator/Sustainability Advisors; Route Auditors.** Contractor shall dedicate the equivalent of one full-time recycling coordinator/sustainability advisor and the equivalent of one-half of a full-time route auditor or compliance monitor to City to complete outreach to customers and develop and implement all public education and outreach activities required under this Agreement. The recycling coordinator/sustainability advisor and route auditors shall conduct outreach, promote waste reduction, recycling, diversion programs, provide technical assistance to multi-family and commercial customers, and upon City request, assist with the distribution of City purchased kitchen pails.
  - a. The recycling coordinator/sustainability advisor shall work exclusively on City programs and services and shall not have other non-City responsibilities or other City responsibilities not related to recycling coordinator/sustainability advisor responsibilities in Brea.
  - b. The recycling coordinator/sustainability advisor shall visit each school located within Brea each rate period to discuss environmental issues with students, read books, and facilitate craft activities.
  - c. Contractor shall provide a fully trained and experienced recycling coordinator/sustainability advisor. In the event of a resignation, Contractor shall have 90 calendar days to provide a replacement.
  - d. At any time, City may, for good cause, request that a Recycling Coordinator/Sustainability Advisor be reassigned to no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining agreement. As used herein, "good cause" means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, that is agreed by the parties to be socially unacceptable.
  - e. Contractor shall afford City a reasonable opportunity to review, request modifications to, and approve all outreach and educational materials including print, radio, television, or internet media before publication, distribution, and/or release. The recycling coordinator/sustainability advisor shall also work cooperatively with any City-appointed outreach and education consultant.

**E. Key Personnel.**

1. Contractor shall make every reasonable effort to maintain the stability and continuity of its staff assigned to perform this Agreement. Contractor shall notify City of any changes in Contractor's key staff assigned to perform this Agreement.
2. Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work performed under this Agreement, nor shall

Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like.

3. At any time, City may, for good cause, request that any of Contractor's non-management employees be reassigned such that they no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining agreement. The vacated position(s) shall be filled by Contractor with a suitable replacement within 10 calendar days or as soon thereafter as practicable. As used herein, "good cause" means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, conduct that is agreed by the parties to be socially unacceptable.

## **6.8 Hazardous Waste Inspection and Handling**

### **A. Inspection Program and Training.**

1. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.
2. Contractor's load checking personnel, including its collection vehicle drivers, shall be trained in: (i) the effects of hazardous substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect containers before collection when practical.

### **B. Response to Excluded Waste Identified During Collection.**

1. If Contractor determines that material placed in any container is excluded waste or presents a hazard to Contractor's employees, then Contractor may refuse to accept such material. The generator shall be contacted by Contractor and requested to arrange proper disposal. If the generator cannot be reached immediately, then Contractor shall, before leaving the premises, leave a non-collection notice that indicates the reason for refusing to collect the material and lists the phone number of a facility that accepts the excluded waste or a phone number of an entity that can provide information on proper disposal of the excluded waste. Under no circumstances shall Contractor's employees knowingly collect excluded waste or remove unsafe or poorly containerized excluded waste from a container.
2. If excluded waste is found in a container or collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Brea Fire Department.

- C. Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials collected by Contractor shall be delivered to the approved facilities for purposes of processing or disposal. In the event that load checkers or equipment operators at such facility identify excluded waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, excluded waste storage container(s). Contractor shall arrange for removal of the excluded wastes at its cost by permitted haulers in accordance with applicable laws. Contractor may at its sole expense attempt to identify and recover the cost of disposal from the generator. If the

generator can be successfully identified, the cost of this effort, as well as the cost of disposal shall be chargeable to the generator.

## **6.9 Contract Management**

- A. Contractor's Contract Administrator shall be responsible for working closely with the City Manager in the monitoring and administration of this Agreement.
- B. Contractor's Contract Administrator shall meet and confer with the City Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives.
- C. The City Manager and Contractor's Contract Administrator shall hold contract management meetings monthly or at such other frequency as designated by the City Manager. This meeting is intended to review the status of Contractor's implementation of programs and services, coordinate shared efforts, and such other agenda items as are deemed appropriate.
- D. From time to time the City Manager may designate other agents of City to work with Contractor on specific matters. In the event of a dispute between the City Manager's designee and Contractor, the City Manager's determination shall be conclusive.
- E. The City Manager shall have the right to observe and review Contractor operations and Contractor's processing facilities and enter premises for the purposes of such observation and review, including review of Contractor's operations, maintenance, and safety records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such premises for a period of more than three calendar days after receiving such a request.

## **6.10 Minimum Diversion Requirements**

### **A. General.**

- 1. Contractor warrants and represents that it is aware of and familiar with City's current Source Reduction and Recycling Element, that it is familiar with City's waste stream, and that it has the ability to provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including amounts of discarded materials to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341, AB 1826, and SB 1383, and that it shall do so without imposing any costs or fees other than those set forth in the attached Exhibit D, subject to changes in applicable laws. Contractor acknowledges that it is responsible for ensuring that its various programs achieve the applicable CalRecycle 50% per capita diversion requirements at the Effective Date and that in the absence of a change in applicable laws it may be required to modify its programs from time to time, at no additional cost to City or customers, to meet such diversion requirements. Contractor specifically acknowledges that City's current mandated diversion goal upon the Effective Date as set forth pursuant to the applicable laws is 50% of all solid waste (currently set per AB 939) and that this diversion rate is subject to modification by the Legislature. In the event of a change in applicable laws, including that new programs are required to meet a diversion goal in excess of 50% of all solid waste, the parties shall meet and confer in good faith in advance to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit D in order to compensate Contractor for implementing such new programs.
- 2. Contractor shall divert from landfilling the state-mandated construction and demolition debris diversion percentage of all construction and demolition debris loads. Contractor shall

provide a diversion report for each construction and demolition project performed by Contractor.

- B. **Implementation of Additional Diversion Services.** In the event City does not meet the CalRecycle 50% per capita of all solid waste generated diversion goal, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor shall do so and may request a compensation adjustment under Section 4.6. Pilot programs and innovative services that may entail new collection methods, and use of new or alternative waste processing and disposal technologies, are included among the kinds of changes that City may direct.

## 6.11 Customer Participation Compliance Requirements

**General.** The minimum required level of customer participation that must be achieved by Contractor on or before May 1, 2025 for residential customers and July 1, 2025 for commercial customers and annually thereafter includes the following:

### 6.11.1 SB 1383 Programs

- A. **Residential Premises.** Contractor shall fully implement a residential organic materials diversion program where all residential premises are provided the required containers to comply with SB 1383.
- B. **Commercial Premises.** Contractor shall implement and maintain an SB 1383 compliant commercial recycling and organic materials diversion program with the goal of providing recycling and organic materials containers to all customers required to have such containers under CalRecycle requirements, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

### 6.11.2 Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs

Contractor shall implement and maintain AB 341 and AB 1826 diversion programs such that all commercial customers required to have such programs are subscribed to the Contractor-provided program, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

### 6.11.3 Non-Compliant Customers

Contractor shall document any customers that are not in compliance with the required mandatory programs per AB 341, AB 1826, and SB 1383, and forward the list of non-compliant customers to City.

## ARTICLE 7. RECORD KEEPING AND REPORTING

### 7.1 Record Keeping

- A. Contractor shall maintain customer contact data, customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement and to demonstrate compliance with this Agreement and applicable law. Unless otherwise required in this Article, Contractor shall retain all such records and data for four years after expiration or

termination of this Agreement or such longer period as required by applicable law. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one on site central location, physical or electronic, or at such off-site storage location that can be readily accessed by Contractor. Upon request, and subject to limitations on non-disclosure of confidential and proprietary customer information of Contractor, any such non-confidential records shall be made available to City within five working days for City to review at Contractor's office. As used herein, "confidential and proprietary information" means customer identifying information and service or credit history and other customer financial information that is subject to state or federal privacy laws protecting customers.

- B. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. City may require Contractor to maintain customer service and compliance records using a City-approved web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City.
- C. At a mutually agreed upon time during normal business hours, but within five working days of a request from City, Contractor shall provide access to City at its offices its data and records with respect to the matters covered by this Agreement and applicable law. Contractor shall permit City to audit, examine, and make excerpts or transcripts from such data and records and make copies of all data relating to all matters covered by this Agreement and applicable law, all at City's expense.
- D. If City receives a CPRA request seeking disclosure of information Contractor has designated as confidential and proprietary, then City shall promptly notify Contractor of the request and provide Contractor a reasonable opportunity to comment on the pending request before City acts upon it. Contractor may seek a court order to limit or enjoin disclosure of such records. In the event City is subject to an action seeking to enforce the CPRA for any Contractor information designated confidential and proprietary and withheld from disclosure, Contractor shall defend and indemnify City in such litigation, which indemnity shall cover all of City's costs and expenses including attorney's fees.
- E. City views its ability to defend itself against CERCLA and related litigation as a matter of great importance. Contractor shall maintain records that can establish where recyclable materials, organic materials, and solid waste collected were transferred, processed, or disposed. This provision shall survive the expiration or termination of this Agreement. Contractor shall maintain these records for a minimum of five years beyond expiration or termination of this Agreement or such longer period as required by applicable law. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

## 7.2 Report Submittal Requirements

- A. The parties acknowledge that City will require reporting by Contractor at various intervals by which information important to City can be compiled and analyzed. The parties shall work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point to have established an objective baseline for reporting, but the frequency and content of the reports may be changed by consensus of the

parties, which shall be memorialized in a writing signed by the City Manager and Contractor's Contract Administrator. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor shall submit all reports in an electronic format compatible with City's software/computers at no charge to City. Monthly reports shall be submitted within 20 calendar days after the end of the report month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. Annual reports shall be submitted within 45 calendar days after the end of the calendar year.

- B. Monthly, quarterly, and annual reports shall include all data and information described in Exhibit F, unless otherwise specified under this Agreement.
- C. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City in its sole discretion. City may review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.
- D. Contractor shall submit all reports to City electronically via e-mail using software acceptable to City. City may require Contractor to maintain records and submit the reports through use of a City-selected web-based software platform, at Contractor's expense.
- E. City reserves the right to require Contractor to provide additional reports or documents as required for the administration of this Agreement or compliance with applicable law.
- F. Upon request of either of the parties, but no more than two times per year, City and Contractor will meet and confer about the current reporting requirements and templates utilized for the prior calendar year to discuss updates or modifications to the formatting or additional information as required by applicable law.

### 7.3 System and Services Review

- A. **Hearing.** City may hold an administrative hearing each year at which Contractor shall be present and shall participate to review the solid waste collection, processing, and recycling system and services. It is City's intent to conduct any system and services review concurrently with any performance review.
- B. **Contractor Report.** Sixty days after receiving notice from City, Contractor shall submit a report to City regarding the solid waste collection, processing, and recycling system.
- C. **Review; Scope.** Topics for discussion and review at the system and services review hearing shall include services provided, Contractor's performance, cost and economic and technological feasibility of providing new services, application of new technologies, customer complaints, rights of privacy, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939 and SB 1383, or goals and regulatory constraints of other applicable law.
- D. **Additional Topics.** Each party may select additional topics for discussion at any systems and services review hearing.
- E. **City Report.** Not later than 60 days after the conclusion of each system and service review hearing, City shall issue a report. The report shall include a listing of any solid waste, processing, and recycling services not then being provided to City that are considered technically and economically

feasible by City, together with the anticipated costs associated with such services and proposals for generating program revenue to pay for such services in alignment with Sections 4.6 and 9.3.

## **7.4 Biennial Audit**

### **A. General.**

1. Contractor shall fund biennial audits as described below. The scope of the audit, and auditing party, will be determined by City and the scope may include:
  - a. Compliance with this Agreement.
  - b. Customer service levels and billing.
  - c. Fee payments.
  - d. Receipts.
  - e. Tonnage.
  - f. Complaint log.
  - g. Compliance with mandatory commercial recycling, mandatory commercial organics recycling, and SB 1383.
  - h. Verification of diversion rate.
2. The first audit is to be performed during the fourth quarter of 2025, and every two years thereafter. Contractor shall reimburse City the cost of such audits up to \$50,000 for the first audit and up to \$50,000 for each subsequent biennial audit. The up to \$50,000 amount in subsequent years shall be adjusted annually by 3% per year.
3. Should an audit by City disclose that franchise or other fees payable by Contractor were underpaid by 3% or more, or that more than 2% of customers were inaccurately billed, Contractor shall reimburse City for the actual cost of the audit to the extent it exceeded \$50,000.

- B. Payments and Refunds.** Should an audit by City disclose that the franchise fees payable by Contractor were underpaid or that customers were overcharged for the period under review, Contractor shall pay to City any underpayment of franchise fees and/or refund to customers any overcharges within 30 calendar days following the date of the audit. In the event customers were undercharged, single-family customers may be billed for up to 12 months of services not previously billed and all other customers may be billed for up to 24 months of services not previously billed. In the event customers were overcharged, Contractor shall provide a refund for up to 24 months of overcharged services.

## **7.5 SB 1383 Record Keeping Software**

Contractor shall utilize the City provided SB 1383 software that allows access to both parties, to integrate outreach efforts to customers within Brea, store certain reports required by this Article and Exhibit F, and monitor additional data required to be made available to CalRecycle. City shall provide Contractor on-line access to the database for real-time uploading and monitoring of data.



## ARTICLE 8.

### CONTRACTOR'S CONSIDERATION

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#### 8.1 Franchise Fee

- A. **General.** Contractor acknowledges that it, and not customers, is to pay a 10% franchise fee to City as consideration for this Agreement. Accordingly, neither Contractor's bills nor City's bills shall include separate itemization of a "franchise fee" or other similar designation. Finally, Contractor acknowledges the franchise fee is a cost paid solely by Contractor from its profits.
- B. **Contractor Franchise Fee.** Contractor shall pay City an amount equal to 10% of all gross receipts, excluding compactor rental charges, as and for a franchise fee for services directly billed by Contractor pursuant to Section 5.7.3 above. The payment of a franchise fee by an end user shall not be considered payment for franchised services. Contractor shall remit the franchise fee to City pursuant to the provisions of Exhibit D, and without invoice from City. For the avoidance of doubt, the franchise fee shall be based on Contractor's actual receipts from Contractor's billings to its Customers.
- C. **Contractor Billed Fee Remittance.** The franchise fee for customers billed directly by Contractor shall be paid to City monthly on or before the 20<sup>th</sup> day of each month. Should any such due date fall on a weekend or holiday in which City's business offices are closed, payment shall be due on the first day thereafter in which City's business offices are open.
- D. **City Billed Fee Retention.** City will deduct the 10% franchise fee from its payments to Contractor for customers billed directly by City pursuant to Section 5.7.2 above.
- E. **Fee Remittance After Term.** The franchise fee shall apply to gross receipts of Contractor actually collected after expiration or termination of this Agreement and relating to Contractor's performance of this Agreement. Franchise fee payments shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid and setting forth the basis for their calculation in a manner acceptable to City.

#### 8.2 AB 939 Administrative Fees

Pursuant to Public Resources Code Section 41902, Contractor shall pay or collect, as the case may be, an AB 939 administrative fee as may be established by City Council resolution. Following 30 days' prior written notice by City to Contractor, any fee established pursuant to this Section shall be payable by Contractor to City concurrent with the payment of franchise fees.

#### 8.3 Recyclable Materials Revenues

Contractor shall provide to City residential customers 50% of the Contractor revenues from the sales of recovered residential recyclable materials by calculating a residential customer rebate as shown in Exhibit E, Page 5, together with supporting data. This rebate shall be applied annually to the rate adjustment calculations as shown in Exhibit E, Page 1.

#### 8.4 Edible Food Recovery Funding

On or before June 30, 2025, and annually thereafter during the term, Contractor shall provide City with funding (the "Edible Food Recovery Payment") to assist City with contracting with third parties that will facilitate compliance with City's obligations under 14 CCR Chapter 12, Article 10. The Edible Food Recovery



Payment due on or before June 30, 2025, shall be \$45,000. Thereafter, the amount of the Edible Food Recovery Payment shall be increased based on the percentage change in the applicable published index as specifically set forth in Exhibit E herein for commercial rate adjustments.

## **8.5 Payment Schedule and Late Fees**

- A. Checks for franchise fee and recyclable revenue shall be payable to the City of Brea and shall be mailed or otherwise delivered to City's Finance Department.
- B. Contractor payments are due on the 20<sup>th</sup> day of the month and shall be considered late if they are received after the 25<sup>th</sup> day of any month. In the event Contractor fails to timely make any of the payments required by this Agreement by the 25<sup>th</sup> day of any month, Contractor shall pay to City an additional sum of money equal to 5% of the amount due. This amount is required to defray those additional expenses and costs incurred by City by reason of the late payment including the cost of administering, accounting for, and collecting the late payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition to any other remedy provided by law, any amounts not paid to City by Contractor within 60 days of the due date shall be subject to interest in the amount of 10% per annum, calculated on a daily basis for each day such sums remain past due.

## **8.6 Other Fees**

City shall reserve the right to establish other fees, or negotiate changes to fees beyond the regular annual adjustments described above as it deems necessary, to the extent that such further adjustments are also included in the adjustments to the approved rates.

# **ARTICLE 9.**

## **CONTRACTOR'S COMPENSATION AND RATE SETTING**

### **9.1 General**

Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Compensation provided for in this Article shall be the complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, disposal, recycling, processing, transfer, profit, and all other things necessary to perform all the services required by this Agreement.

### **9.2 Initial Rates**

The rates for the rate period ending June 30, 2025<sup>56</sup>, shall not exceed those set forth in Exhibit D. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate compensation. Unless and until the maximum rates set forth in Exhibit D are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit D, except as provided herein in this Article.

### **9.3 Schedule of Future Adjustments**

Beginning with rate period two (July 1, 2025<sup>56</sup> to June 30, 2026<sup>67</sup>) and for all subsequent rate periods, either party may request an annual adjustment to the maximum rates shown in Exhibit D, excepting that

Contractor shall be entitled to those adjustments in rates as provided in Section 9.4. For all inflationary adjustments, Contractor shall submit notice in writing by March 1 of the same year based on the method of adjustment described in Section 9.4. Failure to submit a written request by March 1 shall be conclusive as to Contractor's decision not to proceed with an increase for the subsequent year. If any rates would decline based upon Section 9.4 calculations and a rate decrease is not implemented, the subsequent rate adjustment shall be based upon the changes in indices since the previous rate adjustment instead of the change over the prior year.

## 9.4 Method of Adjustments

### 9.4.1 General

Pursuant to Section 9.3, the Contractor may request an adjustment to the maximum rates according to the method described below and the formulas shown in Exhibit E, subject to review and approval of City. All future adjustments are to be effective July 1. The rate adjustment calculations shall be separately performed for all rates (Exhibit E).

### 9.4.2 Cost Component and Rate Adjustment Indexes

The approved rates consist of the following cost components, followed by the initial weightings of each component. Each cost component may be adjusted by the change in the corresponding index as provided below. See Section 9.4.3 for detailed rate adjustment procedures and Exhibit E for examples of rate adjustment calculations.

RESIDENTIAL AND COMMERCIAL/INDUSTRIAL SERVICES COST COMPONENTS				
	Cost Component	% of Costs		Rate Adjustment Index
		Residential	Commercial/ Industrial	
A.	Collection	85.0%	85.0%	Stair step collection component from CPI to GTCI as shown in Exhibit E, Page 3.
B.	Disposal	15.0%	15.0%	Gate rate at the County landfills as of July 1 (as established under the County Waste and Recycling WDA).
	Total	100.0%	100.0%	

### Annual Adjustments to Landfill Disposal Component of Rates

It is the intention of the parties that the landfill disposal component associated with any of the maximum rates as set forth in Exhibit D shall be a pass-through component included in the rates subject to City and Contractor agreeing on the allocation of the landfill disposal component of the rate across residential, commercial, industrial, and multifamily sectors. After the effective date of this Agreement, rates shall be adjusted annually on each adjustment date as adjusted by the County pursuant to the County Agreement or any successor agreement then in effect to reflect the direct increase or decrease in the actual landfill disposal (tipping) fees incurred by Contractor for disposal of solid waste collected pursuant to this Agreement. On the effective date of this Agreement, the County Agreement rate is \$42.55 per ton

delivered to the County system. In the event an increase occurs in applicable landfill tipping fees at a time other than an annual adjustment date, Contractor shall receive an adjustment to the maximum rates applicable to the landfill disposal component pursuant to this section.

### 9.4.3 Rate Adjustment Calculations

- A. Residential services rates and commercial/industrial services rates will be adjusted using the same method but will be calculated separately due to the differences in the weightings of the collection and disposal components, as well as the collection component stair step for each customer type, as listed in Section 9.4.2 and Exhibit E, Page 3.

1. **Step One.** Calculate the percentage increase or decrease in collection and disposal component indices listed in Section 9.4.2. The increase or decrease in the collection indices will be for the change in the average annual published indices as shown in Exhibit E, Pages 3 and 4. The average annual change for the CPI or GTCI (as shown in Exhibit E, Pages 3 and 4) will be calculated based on the 12 months ended December prior to the rate adjustment date, and the 12 months ended the prior December.

The disposal component will be based on the actual percentage change in the gate rate at the County landfills.

2. **Step Two.** For the first-rate adjustment, cost components are weighted as listed in Section 9.4.2. For subsequent rate adjustments, the relative weights of the collection and disposal cost components will be determined in Step Four of the prior year's rate adjustment.

Multiply the percentage changes for the collection and disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

3. **Step Three.** Multiply the total weighted percent change from Step Two by the existing maximum residential services rates and commercial/industrial services rates to determine the increase or decrease in maximum rates. Then add (subtract) the changes in rates to (from) the existing maximum rates to determine the new maximum rates.

Apply any City maintenance service costs and the residential recycling rebate per Section 8.3.

4. **Step Four.** Recalculate weightings for the following year based on these changes.

### 9.5 Extraordinary Adjustments

- A. Either party may request an adjustment to maximum rates at reasonable times other than that allowed under Section 9.3 in the event of extraordinary changes in the cost of providing service under this Agreement, including requests related to change in law. Such changes shall not include changes in recyclable materials or organic waste processing costs, changes in the market value of recyclable materials, inaccurate estimates by Contractor of its proposed cost of operations, unionization of Contractor's work force, or change in wage rates or employee benefits. Extraordinary rate adjustments may not be applied retroactively.
- B. For each request for an adjustment to the maximum rates Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

- C. Contractor shall provide to City a report of its annual revenues and expenses for the services provided in Brea, and City shall have right to audit this information in connection with City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request and City's determination will be final. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 4.6.

## 9.6 Limitations on Rate Adjustments

At least 45 days prior to adjusting any rate(s) charged to customers, Contractor shall provide written notice to City of its intent to adjust such rate(s) and the amount of such adjustment. Contractor shall be entitled to implement the intended adjustment to such rate(s) unless City determines that the adjusted rates will exceed the then-current maximum rates as set forth in Exhibit D.

## ARTICLE 10.

### INDEMNITY, INSURANCE, AND PERFORMANCE BOND

#### 10.1 Indemnification

- A. **General.** To the maximum extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including costs and fees of litigation, including reasonable attorney's and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any subcontractor or agent of Contractor, under this Agreement or Contractor's failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights.
- B. **Excluded Waste.**
1. Contractor acknowledges that it is responsible for compliance with applicable law. Contractor shall not knowingly store, transport, use, or dispose of any excluded waste except in strict compliance with applicable law.
  2. If Contractor negligently or willfully mishandles excluded waste, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within 30 calendar days of being billed for those expenses. These obligations are in addition to Contractor's indemnity, defense, and hold harmless obligations.
  3. Notwithstanding the foregoing, Contractor's duties under this Paragraph shall not extend to any claims arising from the disposal of solid waste at the designated disposal facility, including claims arising under CERCLA, unless such claim is a direct result of Contractor's negligence or willful misconduct.

- C. **Related to AB 939, AB 341, and SB 1383.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by Contractor with respect to Contractor's obligations under this Agreement, and such failure is: (i) solely due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) solely due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner. This indemnity is subject to the provisions of Public Resources Code Section 40059.1.
- D. **Related to Proposition 218.**
1. Should there be a change in law or a new judicial interpretation of applicable law, including California Constitution Articles XIII C and XIII D, that impacts the rates for the collection services, the parties shall meet to discuss the impact of such change in law on this Agreement.
  2. If a rate adjustment determined by the parties to be appropriate to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, then Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the rate adjustment that cannot be implemented. If the parties are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon one year's prior written notice to City. In such event the parties shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another unless this Agreement specifically states otherwise, after the date of such termination. Should a court of competent jurisdiction determine that Contractor cannot charge and/or increase its rates for charges related to franchise fees and governmental fees and charges, Contractor shall reduce the rates it charges customers a corresponding amount, providing such fees, reimbursements, rates and/or charges disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the rates charged by Contractor.
  3. Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the rates established for services provided under this Agreement. Rather this Section 10.1.D is provided merely to allocate risk of an adverse judicial interpretation between the parties.
  4. The cost of all printing, copying, and mailing notices related to such procedural requirements shall be Contractor's sole responsibility.
  5. In the event that any rate adjustments provided for in Section 9.3, 9.4, or 9.5 are not implemented by City solely by reason of a 50% protest lawfully lodged with City in accordance with the requirements of Proposition 218, Contractor may, in its sole discretion, either: (i) accept that the rates will remain at the rates in effect prior to the scheduled adjustment or the requested rate increase; (ii) request in writing that City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement to accommodate any materially adverse financial impact on Contractor's ability to provide any collection services under the Agreement that has been caused by the failure to approve the adjustment; or, (iii) terminate this Agreement by providing City with 180 days' prior written notice.
- E. **CalPERS Eligibility Indemnification.**
1. Contractor's employees, agents, or subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS; (ii) be entitled to any

benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or, (v) be entitled to any other CalPERS-related benefit by reason of the services provided under this Agreement that would accrue to a City employee. Contractor's employees, agents, or subcontractors waive any claims to benefits or compensation described in this Section. This Section applies to Contractor notwithstanding any other law to the contrary.

2. If Contractor's employees, agents, or subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the CalPERS to be eligible for enrollment in CalPERS, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of City.
3. Contractor's compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor its officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to City employees. City shall not make any federal or state tax withholdings on behalf of Contractor. City is not required to pay any workers' compensation insurance on behalf of Contractor.
4. Contractor shall defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment that City may be required to make on behalf of Contractor, any employee of Contractor, or any employee of Contractor construed to be an employee of City for work performed under this Agreement.

## 10.2 Insurance

- A. **Coverages and Requirements.** Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance and public liability insurance.

1. **Minimum Coverages.** Insurance coverage shall be with limits not less than the following:
  - a. Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
  - b. Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).
  - c. Workers' Compensation – Statutory Limits/Employers' Liability – \$1,000,000/accident for bodily injury or disease.
  - d. Contractor's Pollution Liability – \$10,000,000 per contamination incident and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first-party cleanup of City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and, defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising

out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving non-owned deposit sites. Coverage is preferred by City to be occurrence based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date and that continuous coverage shall be maintained or an extended discovery period will be exercised through expiration or termination of this Agreement for a minimum of five years. This provision does not limit or alter any rights or remedies to City allowable under this Agreement or applicable law in perpetuity.

2. **Additional Insured.** City, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and coverage via blanket-form endorsement.
  3. Such policies shall remain in force through the term of this Agreement and shall be payable on a "per occurrence" basis unless City's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, if Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the term of this Agreement and not less than three years thereafter, except for the five-year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  4. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of Contractor.
  5. Each insurance policy, except Workers' Compensation/Employer's Liability shall be endorsed via blanket-form endorsement to state that coverage shall not be canceled, non-renewed, or materially changed limits except after 30 calendar days' prior written notice has been given to City (10 calendar days for delinquent insurance premium payments) via e-mail to an e-mail address provided by City.
  6. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-VII, or with a surplus line carrier with a Best's Key Rating Guide of at least "B."
  7. The policies shall cover all activities of Contractor, its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.
  8. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects City, its officers, agents, employees, and volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
  9. Contractor shall waive all rights of subrogation against City, its officers, employees, agents, and volunteers via blanket-form endorsement.
- B. **Certificates of Insurance/Endorsements.** Within five calendar days of the Effective Date, Contractor shall furnish City with an ACORD 25 Certificate of Insurance reflecting coverage required by this Agreement and supplemented with all applicable blanket-form endorsements as required herein. The certificate and blanket-form endorsements shall be signed by an authorized representative of the insurer.



- C. **Renewals.** Contractor shall furnish City with certificate(s) of insurance reflecting renewals, changes in insurance companies, and any other information affecting. The endorsements shall be signed by an authorized representative of the insurer.
- D. **No Cap on Indemnity.** The minimum amounts of coverage described in this Section shall not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.
- E. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by state law and shall comply with Labor Code Section 3700.

### 10.3 Faithful Performance Bond or Irrevocable Letter of Credit

- A. Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism ("Surety") as more fully defined below in the amount of \$822,000. The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement it shall be drawn upon a financial institution with an office within 50 miles of the Brea Civic and Cultural Center and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, in a form reasonably acceptable to the City Attorney, and in full compliance with the provisions of Code of Civil Procedure Section 995.610 et seq. The cost of the Surety shall be the sole obligation of Contractor. The Surety shall be released within 30 days after both: (i) expiration of this Agreement; and, (ii) Contractor's satisfactory performance of all obligations hereunder.
- B. In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole City, forfeited to City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within 30 days of City's notice to do so.
- C. Upon City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including:
  - 1. Payment of sums due under this Agreement that Contractor has failed to timely pay to City including liquidated damages.
  - 2. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.
- D. City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration.

### 10.4 Performance Security Beyond Service Term

Contractor shall not terminate the performance bond or letter of credit and will renew them to ensure continuous availability to City, until receiving a written release from City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met; provided, however, in no event may City require that the Surety continue more than one year after the termination of this Agreement. However, permission from City to discontinue holding these performance securities does not relieve Contractor of payments to City that may be due or may become due.



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## **ARTICLE 11.**

### **CITY'S RIGHT TO PERFORM SERVICE**

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#### **11.1 General**

- A. Subject to events of force majeure, in the event that Contractor fails, refuses, or is unable to collect, recycle, process, transport, or dispose of any or all discarded materials for a period of more than two working days, and if, as a result thereof, discarded materials should accumulate in Brea to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety, or welfare, then City shall have the right, but not the obligation, upon 24 hours' prior written notice to Contractor to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor.
- B. Notwithstanding Section 14.13, notice of Contractor's failure, refusal, or neglect to collect, transport, and dispose of or process discarded materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one working day of the oral notification.

#### **11.2 Billing and Compensation to City During City's Possession**

During such time that City is providing discarded materials services, as above provided, Contractor shall bill and collect payment from all users of the above-mentioned services as described in Section 5. In such event, Contractor shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in such manner and to an extent as would otherwise be required of Contractor under this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses but in no event later than five working days from and after each such submission.

#### **11.3 Disaster Preparedness Plan**

- A. Within 12 months of the Effective Date, Contractor shall, with City assistance, prepare a written plan detailing how discarded materials services will be delivered in a time of emergency or natural disaster. For the plan, City shall provide Contractor with a written list of critical facilities that City deems in need of special consideration in a time of emergency. Contractor's written plan shall contain a protocol for contacting Contractor management in the event of an emergency, an overview of Contractor's resources available for emergency response, a plan for collection, disposal, and recycling of discarded materials generated by critical facilities until the time of emergency passes and a plan for resuming normal operations following an emergency.
- B. In the event of a disaster, City may grant Contractor a waiver of some or all collection requirements under this Agreement and 14 CCR Section 18984 et seq. in the disaster-affected areas for the duration of the waiver. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.

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## ARTICLE 12. DEFAULT AND REMEDIES

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### 12.1 Events of Default

A. The following are Category 1 events of default:

1. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
2. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
3. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.
4. **Criminal Activity.** Contractor or its officers, managers, or employees are found guilty of criminal activity in connection with the performance of this Agreement or any other contract with City.
5. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the prior written approval of City.

B. The following are Category 2 events of default, however, subject to events of force majeure:

1. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation and insurance coverage required by this Agreement.
2. **Violations of Regulation.** Contractor violates a regulatory agency order in connection with the performance of this Agreement. If Contractor contests any such order by appropriate proceedings conducted in good faith, and the regulatory agency determines no violation occurred, then no default of this Agreement shall be deemed to have occurred.
3. **Violations of Applicable Law.** Contractor violates applicable law in connection with the performance of this Agreement.
4. **Failure to Perform Direct Services.** Contractor ceases to provide collection, transportation, or processing services as required under this Agreement for a period of two consecutive calendar days or more for any reason within the control of Contractor.
5. **Failure to Pay.** Contractor fails to make a required payment to City by the applicable deadline.
6. **Failure to Report.** Contractor fails to provide City with required information, reports, or records by the applicable deadline.
7. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on some or all of Contractor's equipment or facilities other than standard liens in connection with any bank financing.

8. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than seven calendar days for residential customers and three calendar days for commercial customers.
9. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by City.
10. **Failure to Implement Collection Program.** Contractor fails to implement a collection program that complies with the requirements of Article 5 and Exhibit B.
11. **Failure to Provide Processing Capacity.** Contractor fails to provide processing capacity in accordance with Articles 5 and 6.
12. **Failure to Achieve Processing Standards.** Contractor fails to achieve the processing standards specified in Articles 4 and 5 including achievement of minimum organic waste recovery rates.
13. **Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other SB 1383 requirements including public education, reporting, contamination monitoring, record keeping and reporting, or other obligations of this Agreement that delegate City's responsibility and authority under SB 1383 to Contractor, which results in a final judgment against City pursuant to an enforcement action brought by CalRecycle for failing to achieve SB 1383 compliance pursuant to CCR title 14 § 18997. 5.
14. **Failure to Dispose of Solid Waste at the Designated Disposal Facility.** Contractor fails to dispose of solid waste collected within Brea at the designated disposal facility unless use of facility is no longer required or available.
15. **Acts or Omissions.** Any other act or omission by Contractor that violates this Agreement or applicable law. All provisions of this Agreement are considered material.

## 12.2 Contractor's Right to Cure; Right to Terminate Upon Event of Default

- A. If City issues a notice of default for a Category 1 event of default, then Contractor shall not be entitled to an opportunity to cure the default. Subject to this Paragraph and Section 12.2.C below, Contractor has a right to cure for Category 2 events of default. City shall afford Contractor 30 days or a reasonable period of time under the circumstances to cure the default unless City reasonably determines the default presents an immediate threat to public health or safety. In such event, Contractor shall not be entitled to an opportunity to cure the default.
- B. If a Category 2 default does not present an immediate threat to public health or safety and cannot reasonably be cured within 30 calendar days, then City may not terminate this Agreement based upon such default if Contractor promptly commences and diligently pursues the cure to completion.
- C. After the initial five years of the term of this Agreement, subject to events of force majeure, Contractor shall not be entitled to an opportunity to cure the default in the instance where Contractor has within a 24-month period twice committed the same item 1, 5, 7, 9, or 11 Category 2 default in Section 12.1 B above. City may determine to allow Contractor to cure the default as set forth in Section 12.2.A above.

### 12.3 City's Remedies in the Event of Default

Upon Contractor's default, City has the following remedies in the event of Contractor default:

- A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 12.2 until such time Contractor can provide assurance of performance in accordance with Section 12.8.
- C. **Liquidated Damages.** City may assess liquidated damages for Contractor's failure to meet specific performance standards in accordance with Section 12.6.
- D. **Termination.** Subject to the provisions of Section 12.2 above,
  - 1. City may, in its discretion, set a public hearing for the City Council to determine whether to terminate this Agreement.
  - 2. If City terminates this Agreement for default, Contractor shall be given 30 calendar days' notice. Contractor shall thereafter be relieved on a going-forward basis of all liabilities and obligations required by this Agreement, except for Section 10.1 and any other provisions specifically identified to survive termination of this Agreement. Upon expiration of the 30 day notice, City may, in its sole discretion, do any of the following:
    - a. Directly undertake performance of the services.
    - b. Arrange with other persons to perform the services with or without a written agreement.
    - c. Permit Contractor to continue operating under this Agreement including Contractor's compensation until such time that City is able to find substitute services.
  - 3. This right of termination is in addition to any other rights upon a failure of Contractor to perform this Agreement.
  - 4. Contractor shall not be entitled to any further revenues from collection operations after the termination date.

### 12.4 Possession of Records Upon Termination

In the event of termination for an event of default, Contractor shall furnish City with immediate access to its business records that are required to be maintained pursuant to this Agreement in a format compatible with City's computer systems, including customer information, collection routes, compliance records, and billing of accounts for collection services.

### 12.5 City's Remedies Cumulative; Specific Performance

- A. City's rights to terminate this Agreement under Section 12.2 and to take possession of the Contractor's records under Section 12.4 are not exclusive, and City's termination of this Agreement or imposition of liquidated damages shall not constitute an election of remedies. Instead, these

rights shall be in addition to any and all other legal and equitable rights and remedies that City may have.

- B. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including specific performance).

## 12.6 Performance Standards and Liquidated Damages

- A. **General.** The parties acknowledge that it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by City as a result of a breach by Contractor of this Agreement. The impracticability of ascertaining damages is due to multiple factors including that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.
- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.**
1. The parties further acknowledge that consistent, reliable collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding this Agreement. The parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, then City and Brea residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer.
  2. City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages, and accordingly City will endeavor to timely communicate to Contractor any information that City receives that might give rise to the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.
  3. Prior to assessing liquidated damages, City shall give Contractor a pre-assessment notice; however, Contractor will not be provided notice for those breaches identified under Sections 12.6.C.1.b, 12.6.C.1.c, 12.6.C.3.a, 12.6.C.3.b, and 12.6.C.3.d because it would not be possible to rectify these breaches in a timely manner after the stated period for correction has passed. Such notice will include a brief description of the incident(s)/non-performance(s) for which liquidated damages are to be assessed. Contractor may review (and make copies at its own expense) all information in the possession of City relating to the identified incident(s)/non-performance(s). Contractor may, within 10 days after receiving the pre-assessment notice,

request a hearing before the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance(s). City will provide Contractor with a written explanation of the City Manager's determination on each incident/non-performance prior to assessing liquidated damages. The decision of the City Manager shall be final.

Therefore, without prejudice to City's right to treat such non-performance as an event of default, and Contractor's right to cure outlined above, the parties agree that the liquidated damages amounts established in this Section 12.6 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor

City

Initial Here

Initial Here

C. Contractor shall pay as liquidated damages, and not as a penalty, the amounts set forth below:

<b>1. Collection Reliability</b>		
a	For each failure to commence service to a new customer account within seven days after order.	\$100 per occurrence
b	For each failure to collect discarded materials, which has been properly set out for collection.	\$100 per occurrence
c	For each failure to correct and collect a missed service within the timeframe set forth in Section 5.8.B.2.	\$100 per occurrence; Each additional 24-hour period: \$50 per occurrence
d	For each failure to comply with the provisions in Section 12.7 Contractor's actions during a work stoppage.	\$1,000 per day
e	For each failure to collect illegally dumped bulky goods within two days of notification by City per Exhibit B4, Item 7.	\$100 per day illegally dumped bulky goods remains uncollected.

<b>2. Collection Quality</b>		
a	For failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place containers upright, which exceeds 10 containers annually.	\$50 per container
b	For each occurrence of excessive noise or discourteous behavior, which exceed 10 occurrences annually.	\$100 per occurrence
c	For each occurrence of collecting discarded materials during unauthorized hours, which exceeds 10 such occurrences annually.	\$100 per occurrence
d	For each occurrence of damage to private property, which exceeds five such occurrences annually.	\$100 per occurrence
e	For each failure to clean up discarded materials spilled from collection containers within 90 minutes that exceeds 10 such failures annually.	\$100 per occurrence

f	For each failure to clean up vehicle leaks or spills within the timeframe required by Section 6.5.E.	\$500 per occurrence
g	For each failure to follow the cleanup procedures included in Section 6.5.E.	\$500 per square foot of affected area
h	For each incidence of commingling of solid waste with recyclable materials and/or green waste/food scraps in collection vehicles except as provided in the event of contamination (when contaminated materials may be placed in truck with solid waste).	\$1,000 per incident

### **3. Customer Responsiveness**

a	For each failure to initially respond to a customer complaint within one working day, and for each additional day in which the complaint is not addressed, which exceed five annually.	\$50 per day
b	For each failure to process customer complaints as required by Article 5, which exceed five annually.	\$50 per occurrence
c	For each failure to record a response to a customer complaint or request within 24 hours of resolution. Each additional 24-hour period.	\$100 per occurrence \$50 per occurrence
d	For each failure to respond to a written inquiry from City's solid waste contract manager regarding service requests or requests for information within two working days, and for each additional day in which the inquiry is not addressed, which exceed five occurrences annually.	\$100 per occurrence
e	For each failure to remove graffiti from containers, or to replace with containers bearing no graffiti, within two working days of request from City or customer. Each additional day problem not resolved.	\$50 per day \$25 per day
f	For each failure to repair or replace a damaged or missing container within two working days of request from City or a customer.	\$50 per day
g	For each failure to process a claim for damages within 30 days from the date submitted to Contractor.	\$100 per occurrence
h	For each failure to issue a warning notice to a container or materials not collected due to improper set-out, which exceeds 10 such occurrences annually.	\$100 per day per occurrence

### **4. Failure to Submit Reports or Allow Access to Records**

For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines a report to be errant or incomplete more than 10 working days after submittal by Contractor, Contractor shall be given 10 working days to complete and correct and any pending liquidated damages shall be tolled during that period.

a	Monthly Reports	\$100 per day
b	Quarterly Reports	\$250 per day
c	Annual Reports	\$500 per day
d	All Other Reports	\$100 per day



<b>5. Accuracy of Billing</b>		
a	Each customer invoice that is not prepared in accordance with the approved rate schedule, which exceeds 10 annually.	\$25 per invoice not to exceed \$2,500 per billing run
b	For each instance or invoice in which Contractor imposes a special service fee not in accordance with the approved rate schedule and not approved in advance in writing by City, or not requested by the service recipient, which exceeds 10 such occurrences annually.	\$50 per occurrence
c	Failure to provide a customer with a response, including an explanation and/or correction, to a billing complaint within seven working days from the complaint. Each additional day response not provided.	\$100 per occurrence \$50

<b>6. Public Education and Outreach</b>		
a	Failure to perform public education and outreach activities:	
	1st violation	\$50
	2nd violation	\$100
	3rd and subsequent violations	\$250 per occurrence

<b>7. Cooperation with Service Provider Transition</b>		
a	For each day routing information requested by City in accordance with Section 14.10 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service.	\$1,000 per day
b	For each day delivery of keys, access codes, remote controls, or other means of access to discarded materials containers is delayed beyond one day prior to new service provider servicing customers with access issues, as described in Section 14.10.	\$1,000 per day

<b>8. SB 1383 Requirements</b>		
a	Use of Unauthorized Facilities. For each individual occurrence of delivering discarded materials to a facility other than an approved facility for each discarded material type.	1 <sup>st</sup> violation - \$50 per ton 2 <sup>nd</sup> violation - \$100 per ton 3 <sup>rd</sup> and subsequent violations - \$250 per ton per offense
b	Failure to Implement Three- /Three-plus Container System. For each occurrence of failing to provide customers with the three- /three-plus container system required by with SB 1383 (excluding generators and customers that have been granted waivers or that demonstrate compliance with recycling and organic waste self-hauling requirements). Damages are per generator or customer per occurrence (minor, moderate, and major violations are as defined in 14 CCR Section 18997.3).	\$250 – Minor violation \$500 – Moderate violation \$1,000 – Major violation



<b>8. SB 1383 Requirements</b>		
c	Failure of Approved Facility to Meet Limits on Organic Waste in Materials Sent to Disposal. For each ton of mixed waste, source separate recyclable materials, source separated blue container organic waste, source separated green container organic waste, or organic materials received at the facility in a quarterly reporting period when organic waste in the materials sent to disposal exceeds the thresholds included in SB 1383 if limits on organic waste in materials sent to disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.	1 <sup>st</sup> violation - \$50 per ton per offense 2 <sup>nd</sup> violation - \$100 per ton per offense 3 <sup>rd</sup> and subsequent violations - \$250 per ton per offense
d	Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Section 5.11.	1 <sup>st</sup> violation - \$50 per route per occurrence 2 <sup>nd</sup> violation - \$100 per route per occurrence 3 <sup>rd</sup> and subsequent violations - \$250 per route per occurrence
e	Failure to Comply with Container Labeling and Colors. For each occurrence of failure to comply with container labeling and color requirements.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per container
f	Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, discarded materials evaluations pursuant to SB 1383, and/or other inspection required by this Agreement.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per occurrence
g	Failure to Issue Contamination Processing Fee Notices. For each failure to issue contamination notices and contamination processing fee notices and maintain documentation of issuance as required by Section 5.11.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per route per day
h	Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 5.8.C.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per occurrence
i	Failure to Provide non-confidential Customer Information Requested from Contractor's Information Systems within 3 business days.	\$250 per day
<b>9. General Contract Adherence</b>		
a	For each day that Contractor fails to provide services required under this Agreement, or comply with terms of this Agreement,	\$100 per day

	five working days after receipt of written notification from City that such services are not being provided or terms are not being met.	
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- D. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.
- E. **Timing of Payment.** Contractor shall pay any liquidated damages assessed by City within 30 calendar days of notice of assessment. If payment is not made by the deadline, then City may proceed against the performance bond, find Contractor in default and terminate this Agreement pursuant to Section 12.1, or both.
- F. **Payment.** City may deduct the amount of liquidated damages owed by Contractor from City's monthly payments to Contractor for services rendered pursuant to this Agreement or may invoice Contractor directly.
- G. **City's Right to Recover.** City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

## 12.7 Excuse from Performance

### A. Force Majeure.

1. A party shall be excused from performing its obligations and from any obligation to pay liquidated damages and Contractor shall not be in default under this Agreement if Contractor is prevented from performing the collection, transportation, and/or disposal services for any of the following reasons: riots; wars; sabotage; civil disturbances, pandemics; government restrictions and orders; insurrections; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts, and other labor disturbances by persons other than Contractor's employees; and, other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder. The party claiming excuse from performance shall, within two calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either party validly exercises its rights under this Section, the parties waive any claim against each other for any damages sustained thereby.
2. The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations for any of the causes listed in this Section for a period of 30 calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving 10 working days' notice to Contractor, in which case the provisions of Section 12.4 shall apply.
3. In the event of a labor disturbance that interrupts collection, transportation, and/or disposal of discarded materials by Contractor as required under this Agreement, the provisions of Section 12.7.B shall apply.

### B. Labor Disputes.

1. **Labor Unrest Directed at Third Party.** In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to container placement and point of delivery, time of collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing collection services at different times and in different locations.
2. **Contractor Labor Disruptions.**
  - a. Contractor shall advise City in writing at the time any negotiations are undertaken between Contractor and its employees relating to wages and benefits, and Contractor shall regularly report the status of such negotiations from time to time including any pending strike, lock out, walk out, boycott, or other labor dispute to City. Contractor agrees that in the event service is disrupted due to a labor dispute, Contractor shall place a minimum of five 40-yard roll-off boxes or other containers of equivalent capacity at locations designated by City to serve as collection points for customers within two days of such service interruption. Contractor also shall procure and distribute plastic bags for use by customers. City shall specify distribution locations, and may create the schedule for Contractor distribution. Contractor shall notify City within 24 hours of a notice from a labor union of a possible work stoppage. Containers shall be collected by Contractor for no additional charge as necessary to accommodate the waste volume disposed in such containers.
  - b. During labor unrest (including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action) conducted by Contractor's employees or directed at Contractor the following provisions shall apply.
    - i. Contractor shall be excused from performance only to the extent that the following requirements are met:
      - A. Within 90 days of the Effective Date, Contractor provides City a lawful and commercially reasonable contingency plan demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Contractor shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic collection and sanitary needs will be met to City's satisfaction.
      - B. Contractor shall meet all requirements of the approved contingency plan.
    - ii. Contractor shall reimburse City for direct third-party costs (including attorney's fees) incurred by City as a result of the labor unrest. Payment shall be made within 30 days following Contractor's receipt of an invoice from City for such costs.
    - iii. Contractor shall provide rebates to customers in accordance with the attached Exhibit N.

3. **Collection During Labor Disruption.** Contractor shall prioritize those collection activities it is able to perform during the pendency of the labor disruption, with hospitals, essential services, restaurants, and other six services days per week customers prioritized for collection on the basis of health and sanitation. In the event that a labor strike or disruption to collection services should last longer than seven consecutive days, City may contract with a third party to provide collection services for the period of time limited to the time Contractor is unable to provide such services until the labor strike or disruption has concluded. Contractor shall notify City when the labor disruption has ended and the date Contractor will resume collection services.

## 12.8 Right to Demand Assurances of Performance

- A. The parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within Brea who will be adversely affected by interrupted waste management service that there be no material interruption in services provided under this Agreement.
- B. If Contractor: (i) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (ii) is the subject of a civil or criminal judgment or order entered by a regulatory agency, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 12.1.

## 12.9 Dispute Resolution

- A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement that result in a material impact to the Contractor's revenue and/or cost of operations, the parties shall promptly meet and confer to attempt to resolve the matter between themselves.
- B. **Mediation.** If a dispute cannot be resolved satisfactorily through the meet and confer process, the dispute shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.
- C. **Period of Time.** To the extent permitted by law, the deadline for filing a claim against City shall be tolled during the period of time for which meet and confer or mediation procedures are pending.
- D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to this Section have failed and any necessary claim(s) have been denied.

## ARTICLE 13.

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

## 13.1 Contractor's Status

Contractor represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. It is qualified to transact business in the

State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **13.2 Contractor's Authorization**

Contractor represents and warrants that it has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the sole member, if necessary) has taken all actions required by law, its articles of organization, or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

### **13.3 Agreement Will Not Cause Breach**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either party of its obligations hereunder does not conflict with, violate, or result in a breach of: (i) any applicable law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument executed by such party or by which such party or any of its properties or assets are bound.

### **13.4 No Litigation**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against it wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by such party of its obligations hereunder.
- B. Adversely affect the validity or enforceability of this Agreement.
- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

### **13.5 No Adverse Judicial Decisions**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

### **13.6 No Legal Prohibition**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no law on the date that it signed this Agreement that would prohibit the performance of either party's obligations under this Agreement.

### **13.7 Contractor's Ability to Perform**

Contractor represents and warrants that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement. Contractor

possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

## **ARTICLE 14. MISCELLANEOUS**

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### **14.1 Relationship of Parties**

Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer nor employee of City, nor as a partner or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

### **14.2 Compliance with Law**

Contractor shall at all times, at its sole cost, comply with applicable law in force as of the Effective Date and as may subsequently be enacted.

### **14.3 Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

### **14.4 Jurisdiction**

Any lawsuits between the parties arising out of this Agreement shall be filed exclusively in a court of competent jurisdiction in the County of Orange, California. The parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

### **14.5 Binding on Successors**

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

### **14.6 Assignment**

- A. Contractor shall not assign its rights, nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of City. Any such assignment made without City's consent shall be void and the attempted assignment shall constitute a material breach of this Agreement.
- B. For purposes of this Section, "assignment" shall include: (i) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of outstanding common stock of Contractor to a third party

provided such sale, exchange, or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of ownership, or change of control of Contractor.

- C. Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its discarded materials management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable laws pertaining to excluded waste, regulations, and best discarded materials management practices; and, (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.
- D. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met all of the following requirements:
1. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment.
  2. Contractor shall pay City a transfer fee to cover the cost of all direct and indirect administrative expenses (including consultants and attorneys) necessary for City to analyze the transfer application.
  3. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years.
  4. Contractor shall furnish City with a pro forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations.
  5. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least 10 years of discarded materials management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five years, the proposed assignee has not suffered any significant citations or other censure from any regulatory agency having jurisdiction over its discarded materials management operations due to any significant failure to comply with applicable laws pertaining to excluded waste and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed



assignee conducts its discarded materials management practices in accordance with sound discarded materials management practices in full compliance with applicable laws regulating the collection and disposal of discarded materials including hazardous waste; and, (v) of any other information required by City to ensure the proposed assignee can perform this Agreement in a timely, safe, and effective manner.

- E. Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

#### **14.7 No Third-Party Beneficiaries**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

#### **14.8 Waiver**

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

#### **14.9 Affiliated Companies**

- A. Contractor's accounting records with respect to this Agreement shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The financial records of costs and revenues associated with providing service to City shall not be combined, consolidated, or in any other way incorporated with those of other operations conducted by Contractor in other locations or with those of an affiliate.
- B. If Contractor enters into any financial transactions with a related party entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City and in the financial reports submitted to City. In such event, City's rights to inspect records and obtain financial data shall extend to such related party entity or entities.

#### **14.10 Transition to Next Contractor**

- A. At expiration or termination of this Agreement, Contractor shall cooperate fully with City and any successor franchisee to assure a smooth transition of discarded materials handling services. Contractor's cooperation shall include providing both City and the successor franchisee with route lists, billing information, lists of gate or other access codes and information needed for entry to service areas, container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all premises covered by this Agreement. In recognition of the impracticality of customers storing two sets of containers, Contractor shall remove its containers in coordination with the distribution of containers by the successor franchisee. Contractor shall cooperate with City and the successor franchisee on the timing of container removal; if the parties cannot agree on a phase-out schedule and Contractor does not remove containers in a timely manner that avoids customers having to



store two sets of containers, City, the successor franchisee, or another entity may remove Contractor's containers and seek cost reimbursement from Contractor through its performance bond, letter of credit, or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

- B. Contractor shall, to the maximum extent feasible, provide the successor franchisee with all keys, security codes, and remote controls used to access garages and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate, and service levels (quantity, material type, and size of containers and pick-up days) at least 90 days prior to the transition date and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the successor franchisee at least one full working day (excluding Saturday, Sunday, and holidays as defined in Exhibit A) prior to the first day of collection by the successor franchisee and always within sufficient time so as not to impede in any way the successor franchisee from easily servicing all containers.
- C. Contractor shall provide documentation of any customer declining request to provide keys, security codes, and/or remote controls used to access garages and container enclosures.

#### **14.11 Contractor's Investigation**

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

#### **14.12 Condemnation**

City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement by purchase or through the exercise of the right of eminent domain. This provision is additive and not intended to alter the rights of the parties set forth in Article 11.

#### **14.13 Notice Procedures**

Notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or, (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid, but such notice shall be deemed received on the day of e-mail delivery.

If to City:

City of Brea  
Attn: City Manager  
1 Civic Center Circle  
Brea, California 92821

[kristing@ci.brea.ca.us](mailto:kristing@ci.brea.ca.us)

Copy to:

Richards, Watson & Gershon  
1 Civic Center Circle  
Post Office Box 1059  
Brea, California 92822-1059  
Attention: City Attorney  
[tboga@rwglaw.com](mailto:tboga@rwglaw.com)

If to Contractor:

General Manager  
Republic Services  
1131 N. Blue Gum Street  
Anaheim, California 92806  
E-mail to be sent to the active General Manager at the time of such notice.

Copy to:

Republic Services, Inc.  
Attn: Legal Department  
18500 N. Allied Way  
Phoenix, Arizona 85054

#### **14.14 Compliance with City Code**

Contractor shall comply with those applicable provisions of the City Code, and with any and all amendments to such applicable provisions enacted after the Effective Date, that further constitute a change in applicable law within the meaning of this Agreement.

#### **14.15 Compliance with Immigration Laws**

Contractor shall be knowledgeable of and comply with applicable laws. Contractor warrants and represents that all of its employees, including any and all prospective employees hired to perform services under this Agreement and the employees of any subcontractor retained by Contractor to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable laws including the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code) and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code). Contractor shall verify the legal status of all of its employees and provide confirmation of such verification whenever requested by City. If Contractor discovers that any employee it has retained is not in compliance with immigration laws, Contractor shall not allow such employee to provide services under this Agreement.

#### **14.16 Guarantee of Contractor's Performance**

Pursuant to a guarantee in substantially the form attached as Exhibit G, Republic Services, Inc., a Delaware corporation that is the sole member of Contractor, has agreed to guarantee Contractor's performance of this Agreement. The guarantee shall be provided within 10 calendar days of the Effective Date.

#### **14.17 Incorporation of Mandatory Language**

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

#### **14.18 Interpretation**

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

#### **14.19 Severability**

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

#### **14.20 Attorney's Fees**

If either party is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows that are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **14.21 Non-Discrimination**

- A. Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap. Such action shall include to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training.
- B. Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by City, as provided for in Section 12, and further that Contractor

shall be barred from performing any services for City now or in the future, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that a recurrence of such action is unlikely.

#### **14.22 Integration**

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by each of the parties hereto.

#### **14.23 Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in the County of Orange, California on the day and year first above written.

**City of Brea,**  
A Municipal Corporation

Republic Waste Services of Southern  
California, LLC

Blair Stewart  
Mayor

Signature	Date
-----------	------

Print Name of Signatory

Title of Signatory

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Signatory

Title of Signatory

**APPROVED AS TO FORM:**

Terence Boga	Date
City Attorney	

City Business License #

**ATTEST:**

Lillian Harris-Neal  
City Clerk

**SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF BREA**

**AND**

**REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

**DBA BREA DISPOSAL**

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- B. Direct Services
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  - B4. City And Community Services and Data
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- K. County Waste Disposal Agreement
- L. Facilities List
- M. Documentation of Residential Organics Cost Per Ton
- N. Customer Credit for Missed Pick-Ups During a Work Stoppage
- O. City Non-Extension Notice

**THIS SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT** ("Agreement") is dated \_\_\_\_\_, 2025 for reference purposes and is executed by the CITY OF BREA ("City"), a California municipal corporation, and Republic Waste Services of Southern California, LLC ("Contractor"), a Delaware limited liability company (formerly known as Taormina Industries, LLC ("Taormina LLC")), which is a wholly owned subsidiary of Republic Services, Inc. and does business as Brea Disposal.

### RECITALS

- A. City and Jaycox Disposal Company ("Jaycox") executed an April 1, 1986 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1986 Franchise Agreement"). The 1986 Franchise Agreement granted Jaycox an exclusive franchise for the picking up of trash, garbage, and construction debris.
- B. Taormina Industries Inc. ("Taormina Inc.") purchased Jaycox in 1988 and was assigned the 1986 Franchise Agreement.
- C. City and Taormina Inc. executed a December 19, 1989 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1989 Franchise Agreement"). The 1989 Franchise Agreement superseded the 1986 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of refuse, recyclables, and construction debris.
- D. City and Taormina Inc. executed a July 16, 1996 Agreement Between the City of Brea and Taormina Industries Incorporated for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("1996 Franchise Agreement"). The 1996 Franchise Agreement superseded the 1989 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- E. City and Taormina Inc. executed a March 4, 1997 Amendment to Agreement ("1997 Amendment"). The 1997 Amendment amended the 1996 Franchise Agreement and memorialized City's approval of a sale and transfer of Taormina Inc. to Republic Industries Inc.
- F. Taormina Inc. and Taormina LLC executed a June 22, 1998 Agreement and Plan of Merger ("Merger"). The Merger provided for Taormina Inc.'s merger with and into Taormina LLC.
- G. City and Taormina LLC executed a September 3, 2002 Restated and Amended Agreement Between the City of Brea and Taormina Industries, LLC for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2002 Franchise Agreement"). The 2002 Franchise Agreement superseded the 1996 Franchise Agreement and granted Taormina LLC an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- H. On July 3, 2008, Taormina LLC filed paperwork with the California Secretary of State to change its corporate name to Republic Waste Services of Southern California LLC.
- I. On December 10, 2018, City issued a Non-Extension Notice (a copy of which is set forth in Exhibit P) ending the automatic annual extension of the 2002 Franchise Agreement and setting a December 31, 2038 expiration date for such contract.
- J. City and Contractor executed a November 19, 2019 Commercial Organics Recycling Program Agreement ("2019 CORP Agreement"). The 2019 CORP Agreement supplemented the 2002

Franchise Agreement and provided for Contractor's implementation of a commercial organics recycling program in compliance with AB 1826 (2014).

- K. City and Contractor executed a January 21, 2020 Amendment No. 1 to Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2020 Amendment"). The 2020 Amendment amended the 2002 Franchise Agreement to: (i) increase the residential rate schedule based on green waste disposal cost at an Orange County landfill; (ii) grant City discretion to change the facility used for green waste disposal; and, (iii) provide for a further adjustment of the residential rate schedule in the event City exercises such discretion.
- L. The parties desire to amend and restate the 2002 Franchise Agreement (as amended by the 2020 Amendment), and to incorporate provisions of the 2019 CORP, in order to memorialize their respective rights and obligations in a single document that facilitates implementation of new programs mandated by state law.

**NOW, THEREFORE**, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

## **ARTICLE 1.**

### **INTRODUCTORY MATTERS**

---

#### **1.1 Definitions**

Unless otherwise indicated or apparent from the context, the definitions set forth in the attached Exhibit A shall apply regardless of whether the defined term is capitalized. The meaning of terms not defined in Exhibit A shall be as commonly understood in the solid waste collection services industry.

#### **1.2 Exhibits**

The attached Exhibits A through \_\_ are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

#### **1.3 Cross-References**

Cross-references to "Article \_\_", "Section \_\_", "Paragraph \_\_," or "Page \_\_" refer to an Article, Section, Paragraph, or Page of this Agreement unless otherwise indicated or apparent from the context.

#### **1.4 External References**

References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

#### **1.5 Rules of Construction**

As the context may require, the singular tense includes the plural tense and vice versa; "shall" is mandatory and "may" is permissive; and "include," "includes," and "including" are illustrative and non-exhaustive.

## 1.6 City Manager Authority

The administration of this Agreement by City shall be under the supervision and direction of the City Manager. Unless otherwise stated, the City Manager is authorized to issue notices and grant approvals that may be allowed or required from City under this Agreement. City Council approval is required for amendments of this Agreement and for City's exercise of its extension option.

## ARTICLE 2. CONTRACT PERIOD

---

### 2.1 Base Term

- A. Subject to satisfaction of the conditions precedent specified in Section 2.3 or waiver by City, this Agreement shall commence on \_\_\_\_\_, 2025 ("Effective Date") at 12:00 a.m.
- B. Unless extended or earlier terminated, this Agreement shall expire on December 31, 2038 at 11:59 p.m.
- C. **Commercial Organics Recycling Program Termination.** Notwithstanding any other provision of this Agreement, if there are changes to state law (including material amendment or repeal of SB 1383), or if there are technological advances that modify or eliminate the need for a commercial organics recycling program as currently structured, then City may terminate Contractor's SB 1383 commercial organics recycling program services upon 60 days' notice.
- D. **Evergreen Contract Invalidation Ruling.** Notwithstanding any other provision of this Agreement, if there is a binding federal or state published appellate court ruling upholding a constitutional amendment or statute that retroactively declares automatic contract renewal clauses to be invalid for all public agency contracts then in effect with a remaining term longer than 10 years, then City may terminate this Agreement upon 12 month's written notice. For purposes of this Paragraph, "binding" means a decision that is issued by the U.S. Supreme Court, the Ninth Circuit Court of Appeals, the California Supreme Court, or the California Court of Appeal and from which no further appeals may be taken or where further review is denied.

### 2.2 Extension Option

City shall have one option to extend the term of this Agreement on a month-to-month basis. To exercise this option, City shall give notice to Contractor on or before September 1, 2038. The extension period shall not exceed 36 months and may be terminated by City on 90 days' prior written notice without cause.

### 2.3 Conditions Precedent

Effectiveness of this Agreement is contingent upon satisfaction of the following conditions precedent unless waived by City.

- A. **Accuracy of Representations.** All representations and warranties made by Contractor set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date.
- B. **Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guarantee.** Contractor shall have furnished evidence of the insurance and surety required by Sections 10.2 and 10.3, and shall have provided the Corporate Guarantee required by Exhibit G.

- C. **Absence of Litigation.** There is no actual or threatened litigation involving Contractor or Republic Services, Inc. that would do any of the following:
1. Adversely impact Contractor's performance of this Agreement.
  2. Make this Agreement invalid or unenforceable.
  3. Adversely impact the financial condition of Contractor, Republic Services, Inc., or any other entity guaranteeing Contractor's performance under this Agreement.
- D. **Permits Furnished.** Contractor has provided City with copies of permits necessary for operation of approved facilities owned or operated by Contractor or any subcontractor for use under this Agreement.
- E. **Payment of Fees and Costs.** Contractor has paid City all fees, costs, and other payments due as of the Effective Date.

### ARTICLE 3. EXCLUSIVE FRANCHISE

---

#### 3.1 Grant and Acceptance of Franchise

City grants to Contractor, and Contractor accepts, a wholly exclusive franchise for the scope of services specified in this Agreement. Such franchise is subject to the limitations specified in Section 3.2 and applicable law including Public Resources Code Section 49520.

#### 3.2 Limitations to Franchise

- A. This franchise does not preclude the categories of recyclable materials, organic materials, solid waste, or other materials listed below from being delivered to, and collected and transported by, other persons. City may permit such activity without seeking or obtaining approval of Contractor.
1. **Recyclable and Organic Materials.** Other persons may: (1) accept source separated recyclable materials and source separated organic materials; or, (2) sell, in a commercial transaction, source separated recyclable materials and source separated organic materials provided that there is no net payment made by a generator to such a third person.
  2. **Self-Hauled Materials.** Using its own vehicles, equipment, and employees, a commercial business or residential owner may transport recyclable materials and organic materials for processing if those materials are generated in or on its own premises. Self-hauler must deliver any recyclable materials or organic materials to a permitted facility and have proof of transactions, such as weight tickets, to document any self-haul transaction in compliance with the City Code.
  3. **Construction and Demolition Debris (C&D).** Using its own vehicles, equipment, and employees, a duly licensed construction or demolition company may remove construction and demolition debris that is part of a total construction and demolition service offered by it.
  4. **Donated or Sold Materials.** A generator may sell or donate to youth, civic, or charitable organizations items that are source separated at the premises. Materials will not be deemed donated if they are collected by a non-franchised solid waste enterprise that is not a 501(c)(3) organization.

5. **Edible Food.** A food recovery organization, food recovery service, and other persons may collect edible food from a generator for the purposes of food recovery. Additionally, a generator may self-haul edible food to a food recovery organization, food recovery service, or other person for the purposes of food recovery. This category applies regardless of whether the generator donates, sells, or pays a fee to the other person for collection or receipt of the edible food.
6. **Food Scraps.** A generator may separate food scraps for use by the generator or distribution to other persons for animal feed in accordance with 14 CCR Section 18983.1(b)(7). Food scraps intended for animal feed may be self-hauled by a generator or hauled by another person.
7. **Beverage Containers.** Containers delivered for recycling under the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code Section 14500 et seq.).
8. **Incidental Material Removal Services.** A gardener, landscaper, tree-trimming service, construction firm, residential clean-out service, or similar entity may remove recyclable materials, organic materials, solid waste, and bulky goods from a premises as an incidental part of a service being performed at the premises.
9. **On-site or Community Composting.** A generator may compost organic materials at the site where they are generated (e.g., backyard composting or on-site anaerobic digestion) or at a community composting site.
10. **Animal Waste, Grease, and Used Cooking Oil.** Animal waste and remains from slaughterhouses or butcher shops, grease, or used cooking oil.
11. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
12. **Excluded Waste.** Excluded waste regardless of its source.
13. **Materials Generated by Agency Facilities.** Materials generated by state, county, school district, or other public agency facilities provided that the generator has arranged services with other persons or has arranged services with Contractor through a separate agreement. School district services shall continue consistent with the practice under the 2002 Franchise Agreement. However, nothing in this Agreement will prevent the Brea Olinda Unified School District from contracting with Contractor separate from this Agreement.
14. **Manure.** A generator may contract with other persons for removal of manure from the premises. Contractor may provide customers whose premises are zoned in a manner authorizing equestrian or other large animals to be kept on site, and who so request, with containers for the collection of manure at rates that do not exceed the maximum rates set forth in Exhibit D.
15. **Agricultural or Industrial Sources.** The hauling of byproducts from agricultural or industrial sources in accordance with Public Resources Code Section 40059.4.
16. **Junk Removal.** Solid waste removed by cleanup services whose primary business is the cleanup of solid waste on the property of another person and, incidental to such business, where all of the following apply: (i) the cleanup service hauls only the solid waste that it is contracted to clean up and no other solid waste; (ii) performs onsite cleanup services that includes removing junk from commercial premises, garages, and residential premises as part of the overall cleanup service, but does not remove solid waste or construction and



demolition debris from construction and demolition sites; (iii) uses their own vehicle to haul the solid waste that is contracted for clean up; and, (iv) does not use a bin, roll-off box, or other container to accomplish the cleanup, collection, or transportation of the solid waste.

- B. If a law or court decision after the Effective Date limits City's ability to award a franchise for the scope of services and materials covered by this Agreement, then this Agreement shall be limited to those services and materials that lawfully may be included. City shall not be liable for any lost profits claimed by Contractor to result from new laws or court decisions.

### **3.3 Obligations of Parties**

In addition to the specific performance required under this Agreement, the parties shall:

- A. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating such failure.
- B. Provide timely access to the City Manager and the Contract Administrator in accordance with the terms of this Agreement.
- C. Provide complete and timely responses to requests of the other party.
- D. Provide timely notice of matters that may affect either party's ability to perform under the Agreement.

### **3.4 Prior Contracts**

- A. Contractor waives any right or claim to serve City or any part of Brea under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity. This Agreement supersedes the 1986 Franchise Agreement, the 1989 Franchise Agreement, the 1996 Franchise Agreement (as amended by the 1997 Amendment), the 2002 Franchise Agreement (as amended by the 2020 Amendment), and the 2019 CORP Agreement. Subject to Paragraph B below, to the extent not already void all such contracts shall be of no further force or effect as of the Effective Date.
- B. This Section does not excuse any prior breach of, or liability arising under, the 2002 Franchise Agreement or the 2019 CORP Agreement; provided, however, that this Section does not allow either party to pursue a breach or liability claim that is barred by the statute of limitations. Nor does this Section relieve Contractor from such contracts' insurance obligations, indemnity obligations, and obligations that are designated as surviving expiration or termination.

### **3.5 Mutual Determinations**

The parties jointly acknowledge that Public Resources Code Section 40059 authorizes City to determine whether the services covered by this Agreement will be provided by partially exclusive franchise, wholly exclusive franchise, or otherwise. The parties have mutually and independently determined that: (i) the exclusive franchise conferred by this Agreement provides Contractor a specific benefit or privilege that is not provided to other persons; and, (ii) the fees and charges imposed on Contractor by this Agreement do not exceed the reasonable costs to City of conferring such benefit or granting such privilege. The parties also have mutually and independently determined that this Agreement imposes fees and charges on Contractor for the use of City property, negotiated at arm's length.

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## ARTICLE 4. SCOPE OF AGREEMENT

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### 4.1 Summary Scope of Services

- A. This Agreement applies to recyclable materials, organic materials, and solid waste collected by Contractor within Brea. Contractor shall be responsible for the following:
1. Providing a program for the separate collection of recyclable materials, organic materials, and solid waste generated by and placed for collection by customers.
  2. Transporting collected materials to the appropriate approved facilities or designated disposal facilities.
  3. Processing collected recyclable materials and organic materials at the appropriate approved facilities.
  4. Performing all other services required by this Agreement including commercial customer billing, public education, customer service, contamination monitoring, record keeping, and reporting.
  5. Furnishing all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
  6. Paying all expenses related to provision of the services including taxes, regulatory fees (including City fees and reimbursements), and utilities.
  7. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
  8. Complying with applicable laws.
- B. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement.

### 4.2 Flow Control Option

- A. **Solid Waste Disposal Flow Control Option.** City shall have the absolute right to choose the location for the delivery and disposal of all solid waste destined for landfill collected pursuant to this Agreement ("Flow Control Option"). Contractor waives the right to challenge City's ability to do so including any rights under the Commerce Clause of the United States Constitution. As used herein, "County Agreement" means that certain waste disposal agreement, as the same may be amended from time to time, entered into among various County municipalities, including specifically City and the County relating to the use of County landfills for the disposal of solid waste collected in such municipalities, and which is on file in the office of City's City Clerk. Exhibit K contains the County waste disposal agreement, which was current as of the Effective Date. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all solid waste to the County landfill system in a manner consistent with its obligations under the County Agreement (including its obligations related to solid waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all solid waste in a manner consistent with City's exercise of its Flow Control Option. At any time City

may notify Contractor that City no longer desires to exercise its Flow Control Option. In such event, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to dispose of solid waste generated within Brea provided that the use of such facility by Contractor enables it to meet all other requirements of this Agreement and applicable law.

**B. Organic Materials.**

**1. Residential Organic Materials.**

- a. Contractor will deliver residential source separated organic materials collected from City's residential customers to the approved organic materials processing facilities included in Exhibit L.
- b. City shall retain the right to choose the location for the delivery of residential source separated organic materials, and that the rate paid by the customer will be reduced or increased accordingly if the transfer, transportation, and processing costs of using such facility are lower or higher than the costs of using the approved organic materials processing facilities included in Exhibit L. The parties acknowledge and agree that the designated facilities in Exhibit L are approved at the time of entering into this Agreement and that Contractor's rates are premised on the use of the designated facilities as set forth in Exhibit L.
- c. The current residential contractor rates to divert residential organic materials are based on the organic materials transfer, transportation, and processing cost of \$136.98 per ton as documented in Exhibit M. The total cost of \$136.98 is based on transfer, transportation, and processing costs per ton originating at the approved transfer facility [CVT Facility] for the approved organic materials processing facilities to process residential organic materials as shown in Exhibit L.
- d. Contractor will notify City in connection with Contractor's regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available to divert the residential organic materials to initiate a cost reduction to City's residential customers. Additionally, at any time, City can notify Contractor of the availability of a lower cost option to divert the residential organic materials to initiate a cost reduction to City's residential customers.

**2. Commercial Organics Materials.** City shall have the absolute right to choose the location for the delivery and processing of source separated organic materials generated at multi-family or commercial premises collected pursuant to this Agreement to the approved organic processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected multi-family and commercial organic materials to the approved organics materials processing facilities listed in Exhibit L.

- a. Contractor will deliver multi-family or commercial source separated organic materials collected from City's multi-family or commercial customers to the approved organic materials processing facilities included in Exhibit L.
- b. The current multi-family and commercial contractor rates to divert multi-family and commercial organic materials are based on the organic materials transfer, transportation, and processing cost of \$136.98 per ton as documented in Exhibit M. The total cost of \$136.98 is based on transfer, transportation, and processing costs per ton originating at the approved transfer facility [CVT Facility] for the approved organic

materials processing facilities to process multi-family and commercial organic materials as shown in Exhibit L.

- c. Contractor will notify City in connection with Contractor's regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available to divert the multi-family and commercial organic materials to initiate a cost reduction to City's multi-family and commercial customers. Additionally, at any time, City can notify Contractor of the availability of a lower cost option to divert the multi-family and commercial organic materials to initiate a cost reduction to City's multi-family and commercial customers.
- C. **Recyclable Materials.** Contractor shall have the absolute right to choose the location for the delivery and processing of all source separated recyclable materials collected pursuant to this Agreement to the approved recyclable materials processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected recyclable materials to the approved recyclable materials processing facilities listed in Exhibit L.
- D. **County Agreement.** Contractor expressly acknowledges its awareness of the County Agreement, which has been adopted and entered into by City. Moreover, Contractor acknowledges that it is aware that all solid waste collected within Brea is to be disposed of in the County landfill system. Contractor further acknowledges that the County is an intended third-party beneficiary of Contractor's obligations relating in any way to the disposal of solid waste pursuant to this Agreement and the County Agreement.

#### 4.3 Use of Approved and Designated Facilities

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the approved and designated facilities for the purposes of transferring, processing, and disposal of all recyclable materials, organic materials, and other materials collected in Brea.

#### 4.4 Subcontracting

Contractor shall not engage any subcontractors for collection, transportation, or processing of recyclable materials, organic materials, or solid waste services without the prior written consent of City, which consent shall not be unreasonably withheld. If Contractor plans to engage subcontractors in the provision of services, Contractor shall provide City with 30 days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services. Contractor shall require that all subcontractors comply with the insurance provisions in this Agreement, file insurance endorsements with City, name City as an additional insured, and comply with all other material terms of this Agreement.

#### 4.5 Responsibility for Materials

- A. Once recyclable materials, organic materials, or solid waste are placed in Contractor's containers and at the collection location, the responsibility for their proper handling shall transfer from the generator to Contractor, with the exception of excluded waste that is identified and responded to pursuant to Section 6.8.B. Once recyclable materials, organic materials, or solid waste are deposited by Contractor at the appropriate approved facility, such materials shall become the responsibility of the owner or operator of the approved facility except for excluded waste pursuant to Section 6.8.C.

- B. Title to and liability for excluded waste shall at no time pass to Contractor. If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container that contains the excluded waste. In such situations, Contractor shall contact City and City shall promptly undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the excluded waste. In the event excluded waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a facility authorized to accept such excluded waste in accordance with applicable law and charge the depositor or generator of such excluded waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the excluded waste and to collect the costs incurred by Contractor in connection with such excluded waste.

#### 4.6 City-Directed Changes to Scope

- A. City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of approved facilities) or additional services to be provided under this Agreement. In such case, Contractor shall present, within 30 calendar days of City's request unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review Contractor's proposal for the change in scope of services. The parties may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the parties are unable to agree on terms and conditions within 180 calendar days from City's receipt of Contractor's proposal for such services, then City may permit other persons to provide such services. Nothing herein shall prevent City from soliciting cost and operating information from other persons in order to inform the evaluation of Contractor's proposal.
- B. Upon CalRecycle's final adoption of regulations to implement SB 54, the parties shall meet and confer in good faith to negotiate revisions to Contractor's services and costs that are necessary or appropriate to ensure compliance with such regulations. The final adoption of SB 54 regulations by CalRecycle, with approval by the Office of Administrative Law ("OAL"), shall be considered a change in law in this Agreement.

### ARTICLE 5. SCOPE OF SERVICES

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#### 5.1 Recyclable and Organic Materials

- A. **Collection.** Contractor shall provide recyclable materials and organic materials collection services as described in Exhibit B.
- B. **Transfer.** Contractor shall transport recyclable materials and organic materials to the approved transfer facility where the materials will be unloaded from collection vehicles, loaded into large-capacity vehicles, and transported to the approved processing facilities. Contractor shall keep all permits necessary for use of the approved transfer facility in full regulatory compliance. Upon request, Contractor shall provide City with copies of facility permits and/or notices of violations (obtained from its transfer facility subcontractor if necessary). If Contractor is unable to use the approved transfer facility, then Contractor shall be responsible for making other transportation

arrangements. In such event, Contractor shall not be compensated for any additional costs. Contractor shall obtain written approval from City prior to changing the transfer method.

- C. **Processing.** Contractor shall transport and deliver customer-generated source separated recyclable materials to the approved recyclable materials processing facility. Contractor shall transport and deliver customer-generated source separated organic materials to the approved organic materials processing facility. All tipping fees and other costs associated with transportation and processing of such materials at the approved processing facilities and disposing of the residue shall be paid by Contractor.
- D. **Capacity Guarantee.** Contractor guarantees sufficient capacity at the approved processing facilities to process all source separated recyclable materials and organic materials collected by Contractor under this Agreement throughout the term of the Agreement; provided, however, that Contractor makes no guaranty with respect to the capacity of any County facilities to the extent organic materials are handled at County facilities.
- E. **Notification of Emergency Conditions.** Within 48 hours of discovery, Contractor shall notify City whenever (i) any unforeseen operational restrictions have been imposed upon an approved facility or the designated disposal facility by a regulatory agency; or, (ii) any unforeseen equipment or operational failure temporarily prevents the facility from processing the discarded materials collected under this Agreement.
- F. **Approved Facility Unavailable/Use of Alternative Facility.**
  - 1. If Contractor is unable to use an approved processing facility due to an event specified in Section 12.7, Contractor shall use an alternative processing facility provided that Contractor provides written notice to City. Within 48 hours of an emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the approved processing facility is not feasible and the period of time Contractor proposes to use the alternative processing facility. Such a change in processing facility shall be temporarily permitted until such time as City is able to consider and respond to the use of the proposed alternative processing facility. If the use of the proposed alternative processing facility is anticipated to or actually does exceed 30 days in a consecutive 12-month period, the use of such processing facility shall be subject to approval by City. City may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative processing facility. If City disapproves the use of the proposed alternative processing facility, the parties shall meet and confer to determine an acceptable processing facility.
  - 2. If the use of an alternative processing facility is for reasons within Contractor's control, then Contractor's compensation shall not be adjusted for any change in transportation and processing costs associated with use of the alternative processing facility. However, if the use of an alternative processing facility is due to an uncontrollable circumstance, including events of force majeure, then Contractor's compensation shall be increased or decreased for changes in transportation and processing costs associated with the use of the alternative processing facility. In the event that the change in the processing facility results in increased costs, City may identify and direct Contractor to an alternative processing facility, at Contractor's expense, that results in less cost than the Contractor-identified alternative.
  - 3. Except for the emergency conditions described in this Section, Contractor shall not change its selection of the approved processing facilities without City's written approval, which may not be unreasonably withheld. If Contractor elects to use a processing facility that is different than the initial approved processing facilities, it shall request written approval from City 30

calendar days prior to use of the site and obtain such approval no later than 10 calendar days prior to use of the site. Failure to meet the requirements of this Section may result in liquidated damages in accordance with Section 12.6 of this Agreement.

4. Contractor shall observe and comply with all regulations in effect at the approved processing facilities and cooperate with respect to delivery of recyclable materials and organic materials. Contractor shall actively work with the approved processing facility operators to ensure that contamination of the recyclable materials and organic materials remains below the limits established by applicable law including SB 1383.
- G. **Marketing.** Contractor shall be responsible for marketing recyclable materials and organic materials that it collects and delivers for processing at the approved processing facilities. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy in accordance with AB 939. Where practical, the marketing strategy shall include use of local markets for recyclable materials and organic materials.
- H. **Residue Disposal.** Residue from the processing of recyclable materials and organic materials collected under this Agreement at the approved processing facilities that cannot be marketed shall be disposed of by Contractor or the processing facility subcontractor. Residue delivered for disposal shall not include any excluded waste.
- I. **Compostable Plastics.** Contractor may allow customers to place compostable plastics in the organic materials container for collection. Contractor may collect and transport such materials for processing at the approved organic materials processing facility. Within 10 calendar days of the Effective Date, and annually thereafter, Contractor shall provide a written notification to City confirming that the facility has the capability to process and recover the compostable plastics. Contractor shall not revoke this confirmation at any time. If Contractor does not submit such notification, or if at any time the approved organic materials processing facility can no longer accept and process compostable plastics, then City may assess liquidated damages in accordance with Section 12.6. Contractor shall notify City within seven days of the facility's inability to accept the compostable plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the facility is not able to process and recover the compostable plastics; the period of time the facility will not process and recover these materials; and, Contractor's proposed plan to find an alternative facility or arrangement to process the compostable plastics, subject to City approval. Upon execution of this Agreement, City may prohibit or restrict the use of compostable plastics, with a six month notice to Contractor. This shall not constitute a City-directed change in scope or change in law.

## 5.2 Solid Waste

- A. Contractor shall offer and provide solid waste collection services as described in Exhibit B.
- B. Contractor acknowledges that City is committed to diverting materials from disposal through the implementation of source reduction, reuse, recycling, composting, and other programs, and that City may implement new programs other than discarded materials collection programs. Examples of new programs City may implement include reuse programs, drop-off programs, community composting, and other diversion programs, with or without the involvement of Contractor, that may impact the overall quantity or composition of solid waste to be collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in solid waste volumes or tonnage or from a change in the composition of solid waste.

- C. Contractor shall transport all solid waste to the designated disposal facility. Contractor shall pay all costs associated with transportation and disposal of solid waste including payment of any gate fees charged at the designated disposal facility. Contractor shall observe and comply with all regulations and posted rules in effect at the designated disposal facility and cooperate with respect to delivery of solid waste.

### **5.3 Miscellaneous Service Provisions**

#### **5.3.1 Bin Pullout Service**

- A. Upon customer request and approval by the City Manager, Contractor shall provide bin pullout service in accordance with the approved rate schedule, whereby Contractor will access bins using a small vehicle either to move bins to street or other public right-of-way for collection or retrieve a bin when operationally required in order to safely position the bin for collection. Pullout service charge shall only be assessed for bins and not assessed for carts. In the event of a dispute between Contractor and a customer as to whether bin pullout service will be used, City will make the final determination.
- B. Customers requiring bin pushout service shall only be charged for bin pullout service in accordance with the approved rate schedule.
- C. If Contractor must place a container in the public right-of-way to facilitate collection, Contractor shall not permit the bin to remain in the public right-of-way over four hours. City and Contractor will annually review the customer list that identifies areas of high traffic where bins cannot remain in the public right-of-way for more than two hours, and City will make the final determination for removing or placing customers on the list. If the bin is stored under a chute for collection, the customer shall have a spare or standby bin to be in place while the primary bin is being serviced in the event the chute cannot be closed to prevent discarded materials from spilling.
- D. Any changes to the customer bin pullout service list shall be approved by City prior to Contractor adding or removing this service for any customer.

#### **5.3.2 Container Over-Filling**

- A. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of the container's lid and/or when discarded materials are placed outside the container or allowed to accumulate, making access to the container unsafe for collection.
- B. In the event that a multi-family premise or bin commercial customer overfills its bin(s), Contractor shall implement the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and, if necessary, increase service levels. For any over-fill occurrences, Contractor shall document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notify the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.
- C. Effective July 1, 2026, Contractor may charge commercial, multi-family, and industrial customers for bin overage special services a per-occurrence charge of \$79.95 in accordance with Paragraph B above. Beginning with rate period three (July 1, 2027 to June 30, 2028) and for all subsequent rate



periods, Contractor may make an inflationary adjustment to the per-occurrence charge for bin overage special services for commercial, multi-family, and industrial customers, subject to review and approval by City in accordance with Article 9.

#### 5.4 Bulky Goods and Reusable Materials

Contractor shall offer bulky goods and reusable materials collection services as described in Exhibit B. On-call bulky goods and reusable materials collection services shall be offered to customers within a reasonable time but not longer than seven calendar days of Contractor's receipt of such a request for service. Contractor shall make reasonable efforts to schedule on-call bulky goods and reusable materials collections on a day that is convenient to the customer. Contractor shall transport all bulky goods or reusable materials to the approved reusable materials processing facility. Contractor shall pay all costs associated with transporting and processing bulky goods and reusable materials. Contractor shall observe and comply with all regulations in effect at the approved reusable materials processing facility and cooperate with respect to delivery of bulky goods and reusable materials.

#### 5.5 City Sponsored Events

- A. Contractor shall provide recyclable materials, organic materials, and solid waste collection services to City-sponsored events at no cost to the event organizer or City. City shall provide Contractor with a minimum of 10 business days' notice prior to any City-sponsored event where Contractor is requested to provide collection services. Special event services include all of the following.
1. **Event Collection Stations.** Contractor shall provide and set-up event collection stations for collection of recyclable materials, organic materials, and solid waste at City-sponsored events. Each event collection station shall include a separate collection area for recyclable materials, organic materials, and solid waste, as appropriate. Contractor shall provide a sufficient number of event collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with City and the event organizer. Collection stations shall utilize cardboard boxes for solid waste and recyclable materials and shall use carts for organic materials unless alternative containers are approved by City. Contractor shall provide liners/bags for the containers at the collection stations. Collection stations shall include adequate signs and labeling.
  2. **Roll-Off Boxes.** Upon request, Contractor shall provide up to eight containers annually (or monthly) for the aggregation of material removed from event collection stations during the course of the event. Contractor shall provide containers in sufficient number of appropriate types, subject to the cap, for the needs of the event as determined by Contractor in cooperation with City and the event organizer. Contractor shall service containers, as agreed-upon with City and the event organizer, and deliver collected materials to the appropriate approved facility for processing and disposal.
  3. **Public Education Booth.** Upon request of either City or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor and the benefits of source reduction, reuse, recycling, and composting.
  4. **Reporting.** Within 14 calendar days of the end of the event, Contractor shall submit a report to City and the event organizer. The report shall include: the number of collection stations deployed at the event; the tonnage of each material type (i.e., recyclable materials, organic materials, and solid waste) collected; the landfilled and diverted tonnage from each stream;

the name and address of disposal site utilized; and, a description of the public education provided at the event. Weight receipts shall be made available to City upon request.

- B. Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the customer in a professional and timely manner.
- C. For special events that are not identified in Exhibit B4 or otherwise hosted or sponsored by City, Contractor shall provide the above-described special event services and may negotiate the charges for such services with the event organizer based on the specific needs of the event, or provide the services at its sole expense, at no cost to City or ratepayers.

## 5.6 Public Education and Outreach

- A. Contractor shall perform the public education and outreach activities specified in Exhibit C.
- B. **Program Objectives.** City's public education and outreach strategy shall focus on improving generator understanding of the benefits of, and opportunities for, source reduction, reuse, and landfill disposal reduction and supporting compliance with applicable laws including AB 939, AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include: (i) informing generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, recycling, and composting; (ii) instructing generators on the proper method for placing materials in containers for collection and setting containers out for collection, with specific focus on minimizing contamination of recyclable materials and organic materials; (iii) clearly defining excluded waste and educating generators about the hazards of such materials and their opportunities for proper handling; (iv) discouraging generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) informing generators subject to food recovery requirements under SB 1383 of their obligation to recover edible food and actions they can take to prevent the creation of food waste; (vi) encouraging the use of compost and recovered organic waste products; and, (vii) encouraging generators to purchase products/packaging made with recycled content materials. The cumulative intended effect of these efforts is to reduce generation of solid waste and, ultimately, disposal of solid waste by each generator. Contractor shall support and not undermine or interfere with such efforts.
- C. **Contractor Public Education Requirements.** Contractor shall print, produce, and distribute education materials and conduct outreach detailed in Exhibit C at no additional cost to ratepayers or City. Contractor shall obtain approval from City on all Contractor-provided promotional and service-related materials used within Brea before publication, distribution, or release. City shall have final approval of any materials or content distributed or made available to customers. Upon City's request, Contractor shall include City identification and contact information on such materials.
- D. **Non-English Language Requirements.** Contractor shall make all public education and outreach materials in English, Spanish, Korean, and Traditional Chinese. Contractor may use Quick Response ("QR") codes to assist customers with specific languages and for specific programs. Upon City's request, Contractor shall provide materials in additional languages in response to shifting demographics, changes in applicable law, or any other reason reasonably deemed appropriate by City.

## 5.7 Billing

### 5.7.1 General

- A. Contractor shall develop, maintain, and regularly update a customer account information database, which shall include:
  - 1. Customer name.
  - 2. Phone number.
  - 3. Service address.
  - 4. E-mail address.
  - 5. Customer service levels, including:
    - a. Customer service levels exceptions.
    - b. Customer service waivers.
- B. Contractor shall make access to such database available, upon no more than five working days' request from City, in accordance with this Section and Section 7.1. Contractor shall additionally, on an annual basis, reconcile all customer accounts with City's billing information (i.e., via GIS and parcel data). Failure to maintain a database in accordance with this Section shall result in liquidated damages in accordance with Section 12.6.
- C. Contractor shall provide direct-billed customers the option to receive invoices electronically using paperless invoices or by standard mail using standard (paper) invoices. Contractor shall allow customers to pay bills through an electronic check or credit card and shall include the ability for customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail, and collect bills from customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such customers to pay bills by check, electronic check, money order, and credit card.
- D. Up to once per month, City may direct Contractor to include a billing note directly onto the customer invoices. Contractor shall provide electronic bill inserts to customers who are billed electronically, and paper bill inserts to customers who receive paper bills. Electronic bill inserts must be readily available for the customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted customer group. Contractor shall perform this service with no additional requirement for compensation.
- E. Contractor shall maintain copies of all billings and receipts, each in chronological order for inspection and verification by City.
- F. If Contractor fails to invoice a customer, or otherwise undercharges a customer for services provided for more than six months, Contractor may not subsequently attempt to collect the undercharged amount for more than six months of service. If Contractor overcharges a customer for a period of more than six months, Contractor shall reimburse or credit the customer for six months of the overcharged service. Contractor is not prohibited from reimbursing or crediting a customer for more than six months of overcharges.
- G. If a customer reduces or cancels service during a billing cycle, the customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of

cancellations or reductions in the customer's bill, or the date the service change was fulfilled, in the case of increases in the customer's bill.

### **5.7.2 City's Billing Responsibility**

- A. Contractor shall accept as full compensation from City for the complete collection and disposal of single-family waste, organic materials, and recyclable materials the amount specified in Exhibit D less the franchise fee specified in Section 8.1 below. City shall bill single-family customers. Such compensation for single-family services shall be based on the number of single-family customers in each residential category reflected in Exhibit D. The number of single-family customers shall be established by City as of the Effective Date and shall be reviewed monthly by the parties. In the event such a review results in an increase or decrease in the number of single-family customers, the subsequent payments to Contractor shall be adjusted accordingly.
- B. City shall pay Contractor for single-family disposal charges on or before the 20<sup>th</sup> of the month following the close of each month. City shall pay Contractor for single-family collection services on or before the 15<sup>th</sup> of the month following the close of each month. Separate checks for disposal charges and collection services shall be payable to Brea Disposal and shall be mailed or otherwise delivered as agreed to by City and Contractor to Accounting Manager, 1131 North Blue Gum Street, Anaheim, CA 92806.

### **5.7.3 Contractor's Billing Responsibility**

Contractor shall direct bill customers that are not billed by City pursuant to Section 5.7.2 above (i.e., commercial customers, residential customers with bin service, and residential customers with five or more dwelling units). Contractor's billing shall be on a monthly basis, except as may be otherwise specified, in writing, by City. Contractor may charge the rates specified in Exhibit D for commercial and industrial services, as such rates may be amended from time to time pursuant to the provisions of Article 9 and any AB 939 fees imposed by City.

### **5.7.4 Vacant Premises**

#### **5.7.4.1 City Billed**

Contractor shall discontinue service to customers billed by City if instructed to do so by City and will resume service upon instruction from City. Contractor shall not invoice City for periods during which service is not provided to a customer. Contractor shall cooperate with all reasonable requests of City that relate to the collection of accounts receivable. Bad debt from City-billed customers will be assumed by City.

#### **5.7.4.2 Contractor Billed**

Contractor shall not provide collection services to a premises, and shall not bill such premises, during any time when Contractor has actual notice such premises is vacant and the customer has provided Contractor written notice of the vacancy. The customer at any such premises shall be responsible for providing reasonable evidence to Contractor, pursuant to such guidelines as Contractor shall develop and City shall approve, demonstrating the premises is vacant. Any customer grievance regarding a claim that a premises was vacant and received no service, and hence should not be billed for a given period, may be appealed by the customer to City. The City Manager's decision, following an opportunity for the parties to present information, shall be final. It is the intent of the parties that Contractor shall not be entitled to charge for services that are not needed or used. Notwithstanding the foregoing, it is the intent of the parties that

premises shall not be deemed vacant due only to a temporary absence of the owner(s) or occupant(s), such as a period during which the owner(s) or occupant(s) are merely on vacation.

### 5.7.5 Delinquent Accounts

- A. **Customers Billed by City.** Residential customers billed directly by City with delinquent amounts will be handled in accordance with City's internal billing procedures for delinquent accounts.
- B. **Customers Billed by Contractor.**
1. Any service account unpaid by the due date listed on the billing statement shall be deemed delinquent. Except to the extent otherwise provided herein, it shall be the sole responsibility of Contractor to take any authorized measures to collect any delinquent sums owed for commercial customers.
  2. Any delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City review.
  3. Contractor may discontinue service to any customer whose account is delinquent in the manner set forth in this Section. Customers who have not remitted required payments within 30 days after the date of billing shall be notified on forms approved by City. Such forms shall contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. If payment is not made by the expiration of such 15-day period, Contractor may discontinue service 48 hours thereafter.
  4. Contractor shall resume collection services on the next regularly scheduled collection day for any customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges, or at such sooner time as directed to do so by City.
  5. A deposit as set forth in the approved rate schedule, as such rates may be amended from time to time, may be required of accounts that have been discontinued for non-payment prior to re-instituting service at such accounts.
  6. Contractor shall make all reasonable efforts to diligently pursue and collect all delinquent sums owed by customers. Following exhaustion of all such reasonable efforts by Contractor, Contractor may request City's assistance in collecting any remaining delinquent sums owed, and City shall endeavor, in good faith, to assist Contractor with its collection efforts. Notwithstanding the foregoing, City shall have no liability to Contractor for failure to collect any such delinquent sums from customers. Contractor shall reimburse City for any and all costs incurred by City in assisting Contractor in the collection of delinquent sums owed.

### 5.7.6 Collection and Processing of Payments.

- A. **Accounting and Deposit of Funds.** All payments received by Contractor shall be appropriately credited to customer accounts, deposited in a bank account, and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping, Contractor shall make all withdrawals from its bank accounts by check, ACH debit/credit, or wire, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor, vendor, or supplier of Contractor.
- B. **Allocation of Funds.** With respect to payments received from each customer, unless a customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for collection services, then to any related delinquency fees or other administrative charges, up to the

amount of any outstanding balance. Any overpayment shall be credited to future bills in the same sequence or returned to customers, as appropriate.

## **5.8 Customer Service Program**

### **A. Program Requirements.**

#### **1. Office Locations.**

- a. Customer Service Office. Contractor maintains an office located at 1131 North Blue Gum Street, Anaheim. No change in this location shall occur without City's approval if such change would result in Contractor not having an office within 25 miles of the Brea Civic and Cultural Center. Such office shall be open, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during office hours, for personal communication with the public. A similarly qualified person(s) capable of communicating in Korean, Traditional Chinese, and other languages by way of translation services shall be available for communication with the public by phone during any times other than office hours when collection is occurring.
- b. Principal Office. In the event that the principal office of Contractor is not maintained in the County of Orange, State of California, City may terminate this Agreement upon the giving of 365 calendar days' notice.

#### **2. Telephone Customer Service Requirements.**

- a. Contractor shall maintain either a local or toll-free telephone number that rings at an office within North Orange County at all times during office hours, except during periods of high call volume when calls may be routed to Contractor's available southwest area regional call centers. English and Spanish speaking personnel shall be available during office hours to assist customers with telephone inquiries. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced, subject to high call volume events when southwest area regional call centers may be utilized to manage call volume. Contractor shall provide City with a 24-hour emergency number to a live person. Contractor shall provide and maintain a current emergency list of responsible personnel to be contacted in the event of an emergency.
- b. Contractor shall make reasonable attempts to answer all phone calls within five rings. If a call has been placed on hold for three minutes, the caller will either be switched to a message center that shall be responsible to obtain the caller's address and phone number or a customer service representative will obtain the customer's address and a number at which the call can be returned. Contractor shall make at least one attempt within the next 24-hour period to return the call and will leave a voicemail with the customer. If Contractor is unsuccessful in contacting the customer after following this procedure, Contractor shall maintain a record of the unsuccessful attempts.
- c. Contractor shall maintain an emergency telephone number for use outside office hours. Contractor shall have a representative, or an answering service to contact such

representative, available at such emergency telephone number during all hours other than normal office hours.

- d. Contractor shall be able to respond to inquiries in English, Spanish, Korean, Traditional Chinese, and other languages as reasonably directed by City. Customer may subscribe to a telecommunications device for the deaf ("TDD") service for use by persons with hearing or speech difficulties.

**3. Complaint Documentation.**

- a. Contractor shall retain daily logs of complaints for 24 months.
- b. Contractor shall log all complaints received by telephone, mail, and e-mail, and such log shall include the date and time the complaint was received, name, address, and telephone number of callers, description of complaint, employee recording complaint, and the action taken by Contractor to respond to and remedy complaint. Missed pick-ups shall be included in this log.
- c. Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within the same day for a customer complaint received before 12:00 p.m. and the following business day for a complaint received after 12:00 p.m. (excluding Saturday, Sunday, and holidays) of receipt. Contractor shall log its actions taken to respond to and remedy the complaint.
- d. All customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular business hours, have access to Contractor's City Liaison for purposes that may include monitoring the quality of customer service or researching customer complaints.

**4. Resolution of Customer Complaints.**

- a. Disputes between Contractor and customers regarding the services may be resolved by City, except for customer claims for personal injury or damages to property. Contractor shall have the right to present evidence in connection with any customer claim. City's decision shall be final and binding. Contractor shall reimburse City's legal and consultant costs for each City intervention in a dispute between Contractor and a customer if City reasonably deems intervention is required and the customer's dispute is valid.
- b. Should Contractor and customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by City, and City's decision shall be final.
- c. Intervention by City is not a condition precedent to any rights or remedies customers or third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor or to customer claims for personal injury or property damage.

- 5. **Website and E-mail Access.** Contractor shall develop and maintain a website with Brea specific links that is accessible by the public and solely dedicated to the operations under this Agreement. Contractor's website shall include all public education and outreach materials produced and distributed under this Agreement and provide the public the ability to e-mail Contractor questions, service requests, or complaints. Contractor shall respond within 24

hours to all customers who leave e-mail messages on any given business day. Contractor may respond to customer e-mails via e-mail or phone.

**B. Missed Collections.**

1. **Missed Collection Complaints.** In the event that a customer has placed its container for collection during the established or designated collection time and reports a missed or incomplete collection directly to the customer service line, Contractor's customer service representative shall not question or contest the customer's claim that the collection was missed or incomplete. In cases where the route driver recorded the container(s) in question as already "collected" or "not out," Contractor shall resolve the complaint as noted in the below subsections.
  2. **Schedule for Resolution.**
    - a. Contractor shall resolve every customer complaint of a missed or incomplete collection by returning to the customer address and completing the collection. For all complaints related to missed collections that are received by 12:00 p.m. on a business day, Contractor shall return to the customer address and collect the missed materials on the same business day on which the missed collection was reported. For those complaints related to missed collections that are received after 12:00 p.m. on a business day, Contractor shall have until the end of the following business day to resolve the complaint. Contractor's failure to comply with this Section may be subject to liquidated damages in accordance with Section 12.6.
    - b. Contractor shall not be required to return and complete a collection in response to a complaint if Contractor's driver has left a non-collection notice in accordance with Section 5.11.A.4.
  3. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a customer: (i) reports that its container(s) were placed for collection after Contractor's collection vehicle had already passed the premises for regularly scheduled collection; (ii) does not claim that Contractor missed the collection; and, (iii) requests that Contractor return and collect the containers, Contractor shall return to the customer's premises and provide a courtesy collection at no charge to the customer. Contractor is not required to provide more than one courtesy collection for admitted late set-outs per customer per calendar year. For residential customers, one courtesy collection represents collection of up to three carts (recyclable materials, organic materials, solid waste) per incident. Contractor shall complete the courtesy collection by the end of the following business day. The provisions of this Section shall only apply if the customer acknowledges during the initial call to the customer service line that the event did not constitute a missed or incomplete collection event by Contractor.
- C. SB 1383 Non-Compliance Complaints.** For complaints received directly by Contractor in which the person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit F. Contractor shall provide this information in a brief complaint report to City for each SB 1383 non-compliance complaint within seven days of receipt of such complaint and a monthly summary report of SB 1383 non-compliance complaints in accordance with Exhibit F. Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity and shall document the information in the reports provided pursuant to Exhibit F.



## 5.9 Access to Customer Service and Billing Systems

Contractor shall provide access to customer contact information (including e-mail addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Manager and any other City staff, as requested by City, have read-only access to all service order, billing, and customer service records in Contractor's internal information systems. Such read-only access is intended to provide City the ability to review notes related to customer service and billing issues.

## 5.10 Service Exemptions

- A. **General Exemptions.** Upon customer request, and with written approval from City, Contractor shall cease providing and collecting payment for collection services to a premises that is anticipated to be vacant for no less than 30 days based on verified information from the customer. In addition, upon written direction from City, Contractor shall modify or otherwise cease providing collection services to customers requesting other service exemptions, provided that such customers consistently demonstrate the ability to responsibly manage discarded materials generated at the premises in question, in a manner consistent with applicable law.
- B. **Commercial and Multi-Family Customer Waivers.**
1. **General.** City may grant waivers described in this Section 5.10.B to commercial or multi-family generators that impact the scope of Contractor's provision of service for those customers, provided the generator shall continue to subscribe with Contractor for franchised collection services to the extent such services are not waived by City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by City in compliance with applicable law.
  2. **Types of Generator Waivers.**
    - a. De Minimis Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation or City has evidence demonstrating one of the following de minimis conditions:
      - i. The generator's total discarded materials collection service is two cubic yards or more per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 20 gallons per week, per applicable container, of the commercial business' total waste.
      - ii. The generator's total discarded materials collection service is less than two cubic yards per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 10 gallons per week, per applicable container, of the generator's total waste.
    - b. Physical Space Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation, or City has evidence from its staff, Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the premises lacks

adequate space for recyclable materials containers and/or organic materials containers.

3. **Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers and physical space waivers to City or Contractor. Within seven days of being notified by City of a waiver request, Contractor shall inspect the generator's premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, customer name and address, a description of the premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City within three days after the inspection date. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit F.
4. **Service Level Updates.** When City grants a waiver to a customer, or the customer's waiver status changes after a re-verification determination, City shall notify Contractor within seven days with information on the customer and any changes to service level or collection service requirements for the customer. Contractor shall have seven days to modify the customer's service level, customer account data, and billing statement, as needed.
5. **Waiver Re-verification.** City shall be responsible for re-verification of waivers. Upon request, Contractor shall support City in this re-verification process by providing requested customer information as per customer database requirements in Section 5.7. In the event that a waiver status changes, Contractor shall update the customer's information and service level in accordance with Section 5.10.B.4.

C. **Contractor Service Exemptions.**

1. **Disaster Waivers.** In the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR 18984 et seq. in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.
2. **Quarantined Waste.** If approved by City, Contractor may dispose of, rather than process, specific types of organic materials and/or recyclable materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to the approved facilities for such material.

In accordance with Exhibit F, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined organic materials and recyclable materials that are disposed of pursuant to this Section 5.10.C.

## 5.11 Contamination Monitoring

A. **Annual Route Reviews.**

1. **Methodology.**

- a. Contractor shall conduct route reviews of containers for prohibited container contaminants in a manner that is approved by City and results in all routes being reviewed at least annually.
  - b. Contractor's route review shall include all container types in service (recyclable materials, organic materials, and solid waste containers) for all customer types. The containers shall be selected prior to beginning the route review.
  - c. Contractor shall ensure that a minimum of 1% of accounts or 25 accounts, whichever is larger, on each and every hauler route are inspected annually to ensure the requirements of SB 1383 contamination minimization route reviews are met.
  - d. Contractor shall develop a specific route review methodology to accomplish the above container inspection requirements, and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to City no later than January 15 of each year. Contractor's proposed methodology shall include the schedule for performance of each route's annual review and Contractor's plan for prioritizing the inspection of customers that are more likely to be out of compliance. Contractor may commence with the proposed methodology upon approval by City or CalRecycle.
  - e. If City or CalRecycle notifies Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional route reviews, increased container inspections, or implement other changes using the revised procedure. If Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by City, then Contractor shall, at the expense of City, revise the methodology and implement the necessary changes using the revised procedure.
  - f. City may require modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall provide an e-mail notice to City no less than 10 working days prior to each scheduled route review that includes the specific time(s), which shall be within City's normal business hours, and location(s).
2. **Contamination Notification.** Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer with a notice of contamination in the form of either a courtesy pick-up notice or a non-collection notice.
  3. **Courtesy Pick-Up Notice.**
    - a. Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer a courtesy pick-up notice at the customer's door or gate or, subject to City's approval, may deliver the notice by mail, e-mail, or phone. Contractor may also attach courtesy pick-up notices if verified visually while conducting the collection service to the contaminated containers.
    - b. The courtesy pick-up notice shall:
      - i. Inform the customer of the observed presence of prohibited container contaminants.
      - ii. Include the date and time the prohibited container contaminants were observed.

- iii. Include information on the customer's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for collection in each container.
- iv. Inform the customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination fees following one instance of contaminated materials for commercial customers (provided that the foregoing shall not apply to excluded waste identified and responded to pursuant to Section 6.8.B).
- v. Include photographic evidence via mail or e-mail.
- c. The format of the courtesy pick-up notice shall be approved by City.
- d. Contractor shall collect the contaminated recyclable materials and organic materials and either transport the material to the appropriate approved facility for processing or Contractor may collect the contaminated materials with solid waste and transport the contaminated materials to the designated disposal facility. A courtesy collection of contaminated recyclable materials or organic materials where the materials are sent to the designated disposal facility may be made with a solid waste collection vehicle, provided that the contaminants may safely and lawfully be collected as solid waste.

**4. Non-Collection Notices.**

- a. Non-Collection Notice. Upon identification of prohibited container contaminants in a container in excess of 10% or more, by volume, or that contain excluded waste, Contractor shall provide a non-collection notice to the generator.
- b. The non-collection notice shall, at a minimum:
  - i. Inform the customer of the reason(s) for non-collection.
  - ii. Include the date and time the notice was left or issued.
  - iii. Describe the premium (extra pick-up) charge to customer for Contractor to return and collect the container after the customer removes the prohibited container contaminants to the extent safe to do so.
  - iv. Provide a warning statement that a contamination processing fee may be assessed for commercial and multi-family bin customers.
  - v. Document photographic evidence of the violation(s).
- c. Communications with Customer. Whenever a container at the premises of a commercial or multi-family customer is not collected, Contractor shall contact the customer on the scheduled collection day or within 24 hours of the scheduled collection day by telephone, e-mail, text message, or other verbal or electronic message to explain why the container was not collected. Whenever a container is not collected because of prohibited container contaminants, a customer service representative shall contact the customer to discuss and encourage the customer to adopt proper discarded materials preparation and separation procedures.
- d. Contractor Return for Collection. Upon request from a customer, Contractor shall collect containers that received non-collection notices within one working day of the customer's request if the request is made at least two working days prior to the

regularly scheduled collection day. Contractor shall bill the customer for the extra collection service event ("extra pick-up") at the applicable rates only if Contractor notifies the customer of the premium rate for this service at the time the request is made.

**5. Assessment of Contamination Processing Fees.**

- a. For commercial and multi-family bin customers, if Contractor observes 10% or more, by volume, of prohibited container contaminants on more than one occasion and issues a prior courtesy pick-up notice on that initial instance of contamination, then Contractor may impose a contamination fee for that customer's service level. The intent of commercial contamination fees is to provide a behavioral tool to educate and prevent customers from placing source separated discarded materials into the improper designated container(s), as well as to cover the increased costs to dispose of the contaminated loads. To ensure that the assessment of fees is to be used for the intended purposes and not as a form of revenue generation, contamination fees shall not exceed the following percent of Contractor's gross receipts in any calendar quarter: 1% for the first two years after the Effective Date; 3% for the following three years; and 5% for the remainder of the term of this Agreement. In the event that contamination fees exceed the applicable limit in any calendar quarter, the assessment of contamination fees shall be suspended immediately and indefinitely pending a program assessment by the parties. Upon program suspension or at the request of City, the parties shall meet and confer regarding the application and effectiveness of contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: (i) modify the program parameters; (ii) modify the amount of the contamination fee; or, (iii) return to City any funds generated by the contamination fee that exceed the thresholds noted above of Contractor's gross receipts for a given period of time, with such funds to be used for customer education and outreach and/or related programs to reduce contamination. The foregoing limitations on the contamination fee shall not apply to excluded waste for which the customer (once identified in accordance with this Agreement) shall pay Contractor for all costs and fees associated with the inclusion of such excluded waste.
- b. Failure to comply with the requirements of this Section 5 may be subject to liquated damages in accordance with Section 12.6.
- c. Contractor shall provide a notice of the contamination fee as required by 3.a above prior to assessing the contamination fee.
- d. Contamination Processing Fee Notice. Contamination processing fee notices shall be in a format approved by City. Contractor shall notify City in its monthly report of customers for which contamination processing fees were assessed per this Section. Each contamination processing fee notice shall:
  - i. Describe the specific material(s) of issue.
  - ii. Explain how to correct future set-outs.
  - iii. Indicate that the customer will be charged a contamination processing fee on the next bill.

**6. Reporting Requirements.**

- a. Container Contaminant Log. The driver or other Contractor representative shall record each event of identification of prohibited container contaminants in a written log or in the on-board computer system including date, time, customer's address, type of container, and photographic evidence. Photographic evidence by the driver or other Contractor representative shall be provided to City if requested by the customer or City for identified occurrences.
- b. Contaminant Fees Assessment Report. Contractor's contract administrator or their designee shall update the customer's account records to note the contaminant event(s) as identified by driver(s) and/or other Contractor personnel upon identification. Contractor shall maintain records and report to City monthly on contamination monitoring activities and actions taken, consistent with the submittal timing and content requirements of Exhibit F. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.
- c. Monthly Report. The monthly report shall include: list of customers that were assessed charges; photographic evidence of each contamination event where a fee was assessed if requested by the customer or City for identified occurrences; verification processes to assure accurate fee assessment; date of notification, form(s) of notification given to customer; list of efforts made in educating the customer that was assessed a fee; list of customer complaints in response to fee assessment; Contractor's response and actions taken in response to customer complaints; and, the dollar amount of contamination fees assessed during the reporting period. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.

## 5.12 Route Audit

- A. Upon City's request (but not more than once every four years), Contractor shall conduct an audit of its collection routes in Brea. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses provided that City provides Contractor with reasonable notice of such audit. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate customer service information for a new service provider to use in establishing service with customers. In setting these audit dates, City will reasonably establish deadlines for Contractor to provide routing and account information, and later the report, to City.
- B. The route audit, at minimum, shall consist of an independent physical observation by a City-approved person other than the route driver, or observation by onboard technology, if available, and if approved by City, which approval shall not be unreasonably withheld. The route audit information shall include, as a minimum, the following information for each account:
  1. For cart customers:
    - a. Route number.
    - b. Truck number.
    - c. Number and size of carts by waste stream (solid waste, recyclable materials, and organic materials).
    - d. Cart condition.

2. For bin and roll-off customers:
  - a. Route number.
  - b. Truck number.
  - c. Account name.
  - d. Account number.
  - e. Account service address.
  - f. Account type (residential, commercial, roll-off box).
  - g. Service level per contractor billing system (quantity, size, frequency, waste stream).
  - h. Observed containers (quantity, size, frequency, waste stream).
  - i. Container condition.
  - j. Proper signage.
  - k. Graffiti.
3. Within 30 days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:
  - a. Identification of the routes.
  - b. Route map.
  - c. Truck numbers.
  - d. Number of accounts, by route and in total (residential, commercial, and roll-off box).
  - e. Confirmation that all routes are dedicated exclusively to Brea customers.
  - f. Number and type of exceptions observed.
  - g. Name and addresses of customers that do not have source separated recyclable materials collection services and documentation of waivers if any for each account.
  - h. Name and addresses of customers that do not have source separated organic materials collection services and documentation of waivers, if any, for each account.
  - i. Total monthly service charge (residential, commercial, and roll-off box), pre-audit for each customer.
  - j. Total monthly service charge (residential, commercial, and roll-off box), post-audit (subsequent to corrections of identified exceptions) for each customer.
4. The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit and supporting back-up data shall be available for review by City.

### 5.13 Preparation of CalRecycle Electronic Annual Report (EAR)

Contractor shall prepare, and submit to City for review and approval, the draft EAR by July 1 of each calendar year. Contractor shall revise the EAR upon receipt of revisions made by City, and City will submit the final draft EAR to CalRecycle.

## ARTICLE 6. STANDARD OF PERFORMANCE

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### 6.1 General

Contractor shall at all times comply with applicable law and provide services in a manner that is safe to its employees and the public. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with recyclable materials, organic materials, and solid waste management practices common to the County area.

### 6.2 Operating Hours and Schedules

A. **Hours of Collection.** Unless otherwise authorized by City, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Collection from residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection at residential premises shall not occur on Saturdays; excepting temporary bin services and collection occurring on Saturdays following such holidays as may be approved by City, or as required for special collections or to address a missed collection or failure to set out event. No collection services shall occur on Sundays at residential premises, except in exceptional circumstances for which specific approval is given by City.
2. **Commercial Premises.** Collection from commercial premises in close proximity to residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection from commercial premises otherwise may occur between the hours of 5:00 a.m. and 8:00 p.m. Collection services may occur at commercial premises on Sundays; provided, however, no such service shall occur on Sundays in connection with any premises at which City determines such service would be contrary to the public interest. City may require Contractor to comply with time frames applicable to residential premises in connection with collection services for customers at commercial premises whose premises are in close proximity to residential premises.
3. **City Facilities.** The collection schedule for City facilities shall be the same as commercial premises.

B. **Changes in Collection Routes.** Contractor shall establish collection routes and a collection schedule that shall be approved by City such that customers at all residential and commercial premises will have not less than one established collection day each week. Contractor shall provide City with route maps identifying at a minimum the type of route (e.g., single-family, multi-family, commercial) and the service day. Contractor may propose changes or additional routes for City approval, which shall not be unreasonably withheld. If a standard collection route change is



approved, Contractor shall notify all affected customers 14 days prior to implementing the new route. Failure to obtain City approval on route changes resulting in service day changes for customers shall be subject to liquidated damages in accordance with Section 12.6 of this Agreement.

**C. Commingling of Routes.**

1. During its collection process, Contractor shall not commingle solid waste collected within Brea with solid waste collected in other jurisdictions based on Contractor's methodology to account for solid waste collected within Brea, any other jurisdiction, or on behalf of any other entity operating or existing within Brea that is not subject to this Agreement, and Contractor is specifically prohibited from combining collection routes related to services provided pursuant to this Agreement with collection routes for other jurisdictions. Notwithstanding the forgoing, if written consent of CalRecycle and City is obtained, then Contractor may commingle such solid waste collected within Brea in a collection vehicle with solid waste collected from premises in other jurisdictions.
2. City may grant consent for such commingling in its absolute and sole discretion if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City being in compliance with applicable laws. City may withdraw consent if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City not being in compliance with applicable laws. As of the Effective Date, commingling of routes for the collection of recyclable materials and organic materials from customers at commercial premises and multi-family dwellings is approved by City, using a methodology for tracking such types of solid waste generated in Brea and in other jurisdictions that is premised upon container capacity.

- D. Holiday Collection.** Contractor, at its sole discretion, may choose not to provide collection services on a holiday. In such event, Contractor shall provide single-family collection services on the day following the holiday thereby adjusting subsequent work that week with normally scheduled Friday collection services being performed on Saturday; however, customer service days shall be returned to the normal schedule within one week of the holiday. Multi-family, commercial, and City collection services shall be adjusted as agreed between Contractor and the customer but must meet the minimum frequency requirement of one time per week. Contractor shall provide customers notice of holiday-related changes in collection schedules at least two weeks prior to the change.

### **6.3 Collection Standards**

- A. Servicing Containers.** Contractor shall collect and return each container to the approximate location where the occupant placed the container for collection. Contractor shall place the containers upright with lids properly secured. For customers other than single-family residential customers, Contractor may provide scout service, pullout service, accessing container enclosures with a key or access code, or locking bin service as described in Exhibit B3.
- B. Non-Collection, Courtesy Pick-Up Noticing.**
1. Within 30 days of the Effective Date, Contractor shall develop and submit to City for review and approval:
    - a. A template non-collection notice, for use in instances of acceptable non-collection of discarded materials.

- b. A template courtesy pick-up notice, for use in instances of improper set-out of discarded materials, which Contractor, at its sole option, elects to collect as a courtesy to the customer.
2. In the event that Contractor is prevented from collecting discarded materials that have been placed for collection, Contractor shall leave a non-collection notice at the customer premises clearly explaining Contractor's refusal to collect the discarded materials. Contractor shall not be required to collect discarded materials that are reasonably believed to contain excluded waste. Contractor may propose an alternative to a paper non-collection notice left at customer premises (e.g., customer notification via a phone call or e-mail) subject to City approval. Such an alternative must involve pro-active communication with the customer, initiated by Contractor.
3. In the event that Contractor encounters circumstances at a premises that allow for safe collection of discarded materials but do not otherwise reflect proper set-out procedures (including spills not caused by Contractor, carts placed too close together, carts placed in front of one another, and carts placed too close to parked cars), Contractor shall collect the material and leave a courtesy pick-up notice clearly explaining how the customer failed to comply with proper set-out procedures.
4. Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of collection (e.g., carts spaced three feet apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the customer to follow such procedures does not constitute a reason for non-collection if the discarded materials may be safely and reasonably serviced. Contractor's route drivers shall dismount their collection vehicles and reposition containers as necessary to provide collection service. Contractor may not require a customer to set out the customer's containers in such a manner that would block vehicle access to the customer's driveway. Contractor and customers may mutually agree to uncommon service locations if necessary for collection in specific areas (e.g., setting out all of the carts in a court in a line down the middle of the court as opposed to curbside.)
5. Contractor may refuse to collect recyclable materials or organic materials containers that are contaminated and shall leave an approved non-collection notice informing customer how to properly separate materials.

**C. Litter Abatement.**

1. Contractor shall use due care to prevent spills or leaks of material placed for collection, fuel, and other vehicle fluids while providing services. If any materials are spilled or leaked during collection and transportation by Contractor, then Contractor shall clean up all spills or leaks before leaving the site of the spill.
2. Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.
3. Contractor shall cover all open roll-off boxes at the pick-up location before transporting materials to an approved facility or the designated disposal facility.
4. Contractor shall conduct public outreach and staff training to customers on best management practices for litter abatement at no extra charge. Such best management practices include:

- a. Closing container lids and right-sizing service: Contractor shall tag overfilled containers with courtesy pick-up notices, which will serve as outreach and education to the customer. Photographs of the container shall be taken by drivers, attached to the customer's account, and will be available to outreach and customer service staff in order to demonstrate to the customer where a problem exists.
  - b. Outreach to customers on the importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
  - c. Driver training on litter reduction techniques and litter removal best management practices.
  - d. Affixing to the back of Contractor trucks signage that provides a phone number for residents to report material spills.
- D. **Development and Review of Collection Specifications.** Contractor shall work with City to develop standard specifications for collection container enclosures at commercial and multi-family premises in compliance with the City Code. These specifications shall be developed to ensure that the container enclosures are built to provide adequate space and suitable configuration to allow Contractor to safely and efficiently service the containers. Contractor's operations manager or other appropriately qualified staff shall, upon request by City, provide a review of plans for new multi-family and commercial development or project design drawings. Contractor shall provide comments and recommendations in writing within 10 working days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of the: (i) adequacy of space for recyclable materials, organic materials, and solid waste containers; (ii) accessibility of the containers for collection, including whether additional charges (e.g., pullout or scout service) would apply; and, (iii) ease of use by tenants.
- E. **No Commingling of Materials.** Contractor shall not commingle materials that have been properly source separated with other material types (for example, source separated recyclable materials that have been properly placed for collection shall not be combined with solid waste or source separated organic materials).

## 6.4 Transfer and Processing Standards

### A. Equipment and Supplies.

1. Contractor shall equip and operate the approved processing facilities in a manner to fulfill its obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the approved processing facilities. Contractor shall modify the approved processing facilities as needed to perform this Agreement.
2. Contractor or its approved processing facility subcontractors, as applicable, shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, transfer, transport, processing equipment, and other consumables as appropriate and necessary to operate the approved processing facilities and provide all services required by this Agreement. Contractor or its approved processing facility subcontractors shall place the equipment in the charge of competent operators and shall repair and maintain all equipment at its own cost and expense.

### B. Scales and Weighing.

1. **Accurate Weighing.** Contractor is solely responsible for ensuring accurate weighing of all materials delivered pursuant to this Agreement as they are entering and/or leaving the approved processing facilities.
2. **Facility Scales.** Contractor shall maintain state-certified motor vehicle scales in accordance with applicable law. All scales shall be linked to a centralized computer recording system at the approved processing facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generators capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales be unavailable. Pending substitution of portable scales, Contractor shall, as necessary, estimate the tonnages of materials delivered to and transported from the approved processing facilities on the basis of delivery vehicle and transfer trailer volumes, unloaded ("tare") weights, and other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting. The requirements in this Section shall apply only to scales at facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement.
3. **Tare Weights.** Within 30 calendar days of the Effective Date, Contractor shall ensure that all vehicles used by Contractor to deliver recyclable materials, organic materials, and solid waste to the approved processing facilities are weighed to determine tare weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor-owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights annually and within 14 calendar days of a City request. Contractor shall re-tare vehicles immediately after any major maintenance or service event.
4. **Testing.** At any facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement, Contractor shall test and calibrate all scales in accordance with applicable law but at least one test and recalibration per scale every 12 months or upon City request.
5. **Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.
6. **Upon-Request Reporting.** If vehicles receiving and unloading operations are recorded on video cameras at the approved processing facilities, Contractor shall (to the extent Contractor owns or operates such facilities) make those videos available for City review during the approved processing facility's operating hours, upon request of City, and shall provide the name of the driver of any particular load if available.

## 6.5 Collection Vehicle Requirements

### A. Vehicle Requirements.

1. Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall have available

sufficient back-up vehicles for each type of collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies.

2. All vehicles used by Contractor shall be of size, weight, nature, and type to be minimally intrusive on the community with respect to noise, emissions, maneuverability, safety, fuel efficiency, and other factors necessary to minimize impacts of Contractor's services. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow and shall comply with applicable laws. In the event a particular vehicle used by Contractor causes complaints as a result of fluid spills or leakage, Contractor will remove the vehicle immediately (same day) from service and repair the vehicle before returning to service or replace the vehicle in the fleet as necessary. Each piece of equipment used by Contractor shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Contractor's vehicles shall utilize recycled motor oil to the extent practicable.
3. Contractor shall annually investigate the ability to procure qualified RNG with its fueling provider and shall implement the use of such fuel to the maximum available extent provided that the premium cost of qualified RNG does not cause Contractor's total fuel expense to increase by more than 10%. Contractor shall make commercially best efforts to seek and utilize RNG that is purchased through a wheeling agreement, provided that the wheeling agreement is for purchase of gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted to recycle organic waste and meets SB 1383 requirements. Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit F. Contractor shall allow City to report this RNG usage toward City's fulfillment of its annual recovered organic waste product procurement target.
4. Collection vehicles shall have the capacity to collect and transport loose cardboard overages to ensure that Contractor is capable of complying with Exhibit B.
5. Collection vehicles shall present a clean appearance while providing service. Solid waste collection vehicles shall be washed at least once every seven days.
6. The body of each truck of Contractor shall have a metal cover covering at least 50% of the truck body at all times and the remaining 50% shall be covered by a tight fitting, waterproof tarpaulin, which shall be securely tied in order to cover discarded materials when the vehicle is being used to transport its contents to the place of disposal or otherwise of a design and construction approved by the City Manager.
7. All collection vehicles shall comply at all times with applicable laws including CARB's truck and bus regulation (13 CCR 2025) and advanced clean trucks regulation (13 CCR 1963-1963.5 and 2012-2012.2). The parties acknowledge the requirements of the advanced clean fleets regulation, and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the advanced clean fleets regulation. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer. Contractor is aware that the advanced clean fleets regulation is a current state law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment pursuant to Section 9.5. The parties agree to meet and confer regarding Contractor's

obligation to transition to zero-emission fleet and to incur costs associated with such transition in order to not burden City disproportionately relative to other jurisdictions or agencies serviced by Contractor or its affiliates. The parties understand and agree that each municipality served by Contractor is a unique service model based on the specific contractual requirements and service requirements of the particular municipality.

- B. **Vehicle Display.** Contractor's name and a vehicle number shall be visibly printed or painted in letters not less than five inches in height on both sides and the rear of each collection vehicle, including vehicles rented from a subcontractor that are being utilized to provide collection services in Brea. Additionally, the words "Serving the City of Brea" shall be displayed on both sides of every residential collection vehicle in letters not less than three inches in height.
- C. **Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. City may inspect vehicles at any reasonable time to determine compliance with sanitation requirements.
- D. **Vehicle Operations.** All collection operations shall be conducted as quietly as possible and shall conform to applicable noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 60 decibels with the exception of 65 decibels for one minute duration. All decibel readings shall be based on a distance of 10 feet from the vehicle. City may request Contractor to check any piece of equipment for conformance with the noise limits in response to complaints and when City deems necessary.
- E. **Leaks and Spill Mitigation.** Contractor shall clean up any leaks or spills from its vehicles per the NPDES permit. Contractor shall notify City of any leaks or spills reported to Contractor or observed by any employee of Contractor. Contractor shall ensure that it initiates remediation of leaks or spills within two hours of notification or observation. Contractor shall notify City immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any Contractor vehicle shall be allowed to enter a storm drain. All NPDES dry-cleaning measures shall be complied with. All collection vehicles shall be equipped with absorbent for such cleanup efforts. Contractor shall provide photographic evidence to City for each clean up. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe, or for failure to follow the cleanup procedures, does not excuse Contractor from the clean-up requirements.
- F. **Costs of Operation and Damages.** Contractor shall be responsible for any costs incurred in connection with ensuring all collection vehicles comply with applicable laws including laws relating to noise, fuels, emission standards, or weight limits.

## 6.6 Container Requirements

- A. **Containers Provided to Customers.** Contractor shall provide containers to new customers within three working days of Contractor's first receipt of a service initiation request. Containers shall be new or fully refurbished in as-new condition and shall comply with the container standards set forth in this Section. All containers shall display Contractor's name, logo, telephone number, website, capacity (yards or gallons), and an identifying inventory or serial number.
- B. **Container Standards.**

1. All carts shall be manufactured by injection or rotational molding methods. The cart handles and handle mounts may be an integrally molded part of the cart body or molded as part of the lid. The cart handles shall provide comfortable gripping area for pulling or pushing the cart or lifting the lid. Pinch points are unacceptable. Carts shall have a useful life of 10 or more years as evidenced by a manufacturer's warranty or other documentation acceptable to City.
2. Carts shall meet the following durability requirements: maintain original shape and appearance; be resistant to kicks and blows; require no routine maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with intended use; resist degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats); have bottoms that remain impervious to damage that would interfere with the cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface; and, have wheel and axle assemblies to provide continuous maneuverability and mobility as originally designed and intended.
3. Carts shall be resistant to: common household or residential products and chemicals; human and animal urine and feces; and, airborne gases or particulate matter present in the ambient air.
4. All bins with a capacity of one cubic yard or more shall meet applicable safety laws and be covered with attached lids.
5. Contractor shall obtain City's written approval of container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.
6. When purchasing plastic collection containers, Contractor shall purchase containers that contain a minimum of 10% post-consumer recycled plastic content, unless such requirement is waived by City.
7. Container lids shall be designed such that the following requirements are met when properly utilized by the customer:
  - a. Prevents the intrusion of rainwater and vectors.
  - b. Prevents the emissions of odors.
  - c. Enables the free and complete flow of material from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.
  - d. Permits users of the cart to conveniently and easily open and shut the lid throughout the serviceable life of the cart.
  - e. Hinges to the cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the cart body.
  - f. Prevents damage to the container body, the lid itself, or any component parts through repeated opening and closing of the lid by generators or in the dumping process.
  - g. Remains closed in 25 miles per hour winds. All lid hinges shall remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes.

- h. Designed and constructed such that it prevents physical injury to the user while opening and closing the cart.
- 8. Containers shall be stable and self-balancing in the upright position, when either empty or loaded to maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. Containers shall be capable of maintaining upright position in 25 miles per hour winds.
- 9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.
- 10. Containers shall be recyclable at the end of their useful life.
- 11. Containers shall be designed and constructed to be watertight and prevent the leakage of liquids.

**C. Container Colors.**

- 1. Contractor shall provide customers with collection containers that comply with the color requirements specified in this Section, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other applicable law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows:
  - a. Recyclable materials container lids shall be blue.
  - b. Organic materials container lids shall be green.
  - c. Solid waste container lids shall be black or grey.
  - d. Source separated food waste container lids shall be brown.
- 2. Hardware such as hinges and wheels on the containers may be a different color than specified above. All containers, including split-bins, shall comply with these color requirements. Each section of the split-bin shall be painted in accordance with the color requirements in this Section for the applicable discarded material type intended for that segregated section of the bin (e.g., a split-bin for solid waste and recyclable materials shall be half gray and half blue, respectively).

**D. Container Labeling.**

- 1. Solid waste, recyclable materials, and organic materials carts shall carry stickers, labels, or other identifying markings indicating the materials that can and cannot be placed in each container.
- 2. All containers that are not currently in Contractor's inventory shall include a label with the following: primary materials accepted; a clear indication of prohibited container contaminants; and, notification forbidding hazardous waste and describing proper disposal thereof. Design for the labels shall be approved by City prior to Contractor's ordering of labels. Lids shall be replaced when current in-mold labels or other container markings become worn but no later than 90 days of request from City or customer. Information on the containers shall include the telephone number to call Contractor for bulky item pick-ups and for general customer service. Contractor may also add to the required label information a QR code that can be scanned by the customer's personal digital devices, including cell phones, to allow the customer to review information including container materials accepted,



prohibited container contaminants, and other information concerning SB 1383 programs that can be updated over time to reflect new information or program changes. All containers shall be labeled in accordance with CalRecycle requirements and applicable law. Labels shall be designed to include English, Spanish, and Korean, and Traditional Chinese. If utilized, container labeling shall be on the top of the lid and/or on the body of the cart and shall be reviewed and approved by City.

**E. Repair and Replacement of Containers; Inventory.**

1. Contractor shall be responsible for repairing or replacing containers when Contractor determines the container is no longer suitable for service or when City or the customer requests replacement of a container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement containers. Contractor shall repair or replace all damaged or broken containers within three working days of a customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Contractor personnel. All repairs shall restore the cart to its full functionality.
2. Contractor shall maintain a sufficient inventory of containers to accommodate new customer requests for service, requests for change in service levels (size, type, or number of containers) from current customers, and requests for replacement due to damage. All replacement containers requested by customers and any newly deployed containers for new services shall be new and SB 1383 color compliant.
3. Contractor shall provide to single-family residential customers at least one free cart replacement for the 12-month period July 1 – June 30 of any contract year for any reason, upon customer request. If a customer requests more than one cart replacement during the period July 1 to June 30 of any contract year, then Contractor shall make carts available at the City-approved rate for such services. In addition, single-family residential customers may also request one cart size exchange per rate period at no charge. All such containers shall be provided within three working days of request. Contractor's failure to comply with the container requirements may result in assessment of liquidated damages in accordance with Section 12.6.
4. Bins shall be replaced on Contractor's normal replacement schedule and any new bins placed into service shall comply with the color and labeling requirements of SB 1383. All refuse, source separated recyclable materials, and/or organic materials bins at a customer location shall be uniform in color.

**F. Maintenance, Cleaning, Painting.**

1. Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all customer containers damaged by collection operations in accordance with standards specified in this Section unless damage is caused by the customer's gross negligence, in which case, the customer may be billed for repair or replacement of container at the City-approved rate. All containers shall be maintained in a functional condition.
2. Contractor shall steam clean and/or repaint all customer containers as needed to present a clean appearance. Contractor shall offer steam cleaning service (or clean container exchange) to customers requesting such service and may charge customers for such cleaning (or container exchange).

3. Contractor shall remove graffiti from all customer containers within two working days or notification at no additional charge.

**G. Monitoring of Container Enclosures.**

1. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of a container's lid and/or when discarded materials are placed outside the container and/or allowed to accumulate, making access to the container unsafe for collection.
2. In the event that a multi-family dwelling or bin commercial customer overfills its bin(s), Contractor shall follow the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and/or, if necessary, increase service levels. For any over-fill occurrences, Contractor will document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notifying the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document in its records the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.

## **6.7 Personnel**

- A. **General.** Contractor shall furnish such qualified personnel as may be necessary to perform this Agreement in a safe and efficient manner. Contractor shall assure that its employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from customers or members of the public.
- B. **Driver Qualifications.** Drivers shall have in effect a valid license, of the appropriate class, issued by the DMV. Contractor shall use the DMV's Class II employer "Pull Notice Program" to monitor its drivers for safety.
- C. **Safety Training.** Contractor shall provide suitable operational and safety training for all employees who operate collection vehicles or equipment. Contractor shall train its employees to identify, and not to collect, excluded waste. Upon request, Contractor shall provide City a copy of Contractor's safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.
- D. **Designated Staff.**
  1. **Contractor's Contract Administrator.** Contractor shall designate at least one qualified employee as City's primary point of contact with Contractor who is principally responsible for collection operations and resolution of service requests and complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters. Such individual is defined as Contractor's Contract Administrator. The City Manager shall be made aware of the name, position, e-mail, and telephone number of this individual, and in the event the Contractor's Contract Administrator is changed, Contractor shall notify the City Manager within 48 hours of the change.

2. **Field Supervisor.** Contractor shall designate one qualified full-time employee as supervisor of field operations. At least 50% of the field supervisor's time shall be dedicated to field checking on collection operations, including responding to customer requests, inquiries, and complaints.
3. **Recycling Coordinator/Sustainability Advisors; Route Auditors.** Contractor shall dedicate the equivalent of one full-time recycling coordinator/sustainability advisor and the equivalent of one-half of a full-time route auditor or compliance monitor to City to complete outreach to customers and develop and implement all public education and outreach activities required under this Agreement. The recycling coordinator/sustainability advisor and route auditors shall conduct outreach, promote waste reduction, recycling, diversion programs, provide technical assistance to multi-family and commercial customers, and upon City request, assist with the distribution of City purchased kitchen pails.
  - a. The recycling coordinator/sustainability advisor shall work exclusively on City programs and services and shall not have other non-City responsibilities or other City responsibilities not related to recycling coordinator/sustainability advisor responsibilities in Brea.
  - b. The recycling coordinator/sustainability advisor shall visit each school located within Brea each rate period to discuss environmental issues with students, read books, and facilitate craft activities.
  - c. Contractor shall provide a fully trained and experienced recycling coordinator/sustainability advisor. In the event of a resignation, Contractor shall have 90 calendar days to provide a replacement.
  - d. At any time, City may, for good cause, request that a Recycling Coordinator/Sustainability Advisor be reassigned to no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining agreement. As used herein, "good cause" means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, that is agreed by the parties to be socially unacceptable.
  - e. Contractor shall afford City a reasonable opportunity to review, request modifications to, and approve all outreach and educational materials including print, radio, television, or internet media before publication, distribution, and/or release. The recycling coordinator/sustainability advisor shall also work cooperatively with any City-appointed outreach and education consultant.

**E. Key Personnel.**

1. Contractor shall make every reasonable effort to maintain the stability and continuity of its staff assigned to perform this Agreement. Contractor shall notify City of any changes in Contractor's key staff assigned to perform this Agreement.
2. Notwithstanding City's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work performed under this Agreement, nor shall

Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like.

3. At any time, City may, for good cause, request that any of Contractor's non-management employees be reassigned such that they no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining agreement. The vacated position(s) shall be filled by Contractor with a suitable replacement within 10 calendar days or as soon thereafter as practicable. As used herein, "good cause" means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, conduct that is agreed by the parties to be socially unacceptable.

## **6.8 Hazardous Waste Inspection and Handling**

### **A. Inspection Program and Training.**

1. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.
2. Contractor's load checking personnel, including its collection vehicle drivers, shall be trained in: (i) the effects of hazardous substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect containers before collection when practical.

### **B. Response to Excluded Waste Identified During Collection.**

1. If Contractor determines that material placed in any container is excluded waste or presents a hazard to Contractor's employees, then Contractor may refuse to accept such material. The generator shall be contacted by Contractor and requested to arrange proper disposal. If the generator cannot be reached immediately, then Contractor shall, before leaving the premises, leave a non-collection notice that indicates the reason for refusing to collect the material and lists the phone number of a facility that accepts the excluded waste or a phone number of an entity that can provide information on proper disposal of the excluded waste. Under no circumstances shall Contractor's employees knowingly collect excluded waste or remove unsafe or poorly containerized excluded waste from a container.
2. If excluded waste is found in a container or collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Brea Fire Department.

- C. Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials collected by Contractor shall be delivered to the approved facilities for purposes of processing or disposal. In the event that load checkers or equipment operators at such facility identify excluded waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, excluded waste storage container(s). Contractor shall arrange for removal of the excluded wastes at its cost by permitted haulers in accordance with applicable laws. Contractor may at its sole expense attempt to identify and recover the cost of disposal from the generator. If the

generator can be successfully identified, the cost of this effort, as well as the cost of disposal shall be chargeable to the generator.

## **6.9 Contract Management**

- A. Contractor's Contract Administrator shall be responsible for working closely with the City Manager in the monitoring and administration of this Agreement.
- B. Contractor's Contract Administrator shall meet and confer with the City Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives.
- C. The City Manager and Contractor's Contract Administrator shall hold contract management meetings monthly or at such other frequency as designated by the City Manager. This meeting is intended to review the status of Contractor's implementation of programs and services, coordinate shared efforts, and such other agenda items as are deemed appropriate.
- D. From time to time the City Manager may designate other agents of City to work with Contractor on specific matters. In the event of a dispute between the City Manager's designee and Contractor, the City Manager's determination shall be conclusive.
- E. The City Manager shall have the right to observe and review Contractor operations and Contractor's processing facilities and enter premises for the purposes of such observation and review, including review of Contractor's operations, maintenance, and safety records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such premises for a period of more than three calendar days after receiving such a request.

## **6.10 Minimum Diversion Requirements**

### **A. General.**

- 1. Contractor warrants and represents that it is aware of and familiar with City's current Source Reduction and Recycling Element, that it is familiar with City's waste stream, and that it has the ability to provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including amounts of discarded materials to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341, AB 1826, and SB 1383, and that it shall do so without imposing any costs or fees other than those set forth in the attached Exhibit D, subject to changes in applicable laws. Contractor acknowledges that it is responsible for ensuring that its various programs achieve the applicable CalRecycle 50% per capita diversion requirements at the Effective Date and that in the absence of a change in applicable laws it may be required to modify its programs from time to time, at no additional cost to City or customers, to meet such diversion requirements. Contractor specifically acknowledges that City's current mandated diversion goal upon the Effective Date as set forth pursuant to the applicable laws is 50% of all solid waste (currently set per AB 939) and that this diversion rate is subject to modification by the Legislature. In the event of a change in applicable laws, including that new programs are required to meet a diversion goal in excess of 50% of all solid waste, the parties shall meet and confer in good faith in advance to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit D in order to compensate Contractor for implementing such new programs.
- 2. Contractor shall divert from landfilling the state-mandated construction and demolition debris diversion percentage of all construction and demolition debris loads. Contractor shall

provide a diversion report for each construction and demolition project performed by Contractor.

- B. **Implementation of Additional Diversion Services.** In the event City does not meet the CalRecycle 50% per capita of all solid waste generated diversion goal, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor shall do so and may request a compensation adjustment under Section 4.6. Pilot programs and innovative services that may entail new collection methods, and use of new or alternative waste processing and disposal technologies, are included among the kinds of changes that City may direct.

## **6.11 Customer Participation Compliance Requirements**

**General.** The minimum required level of customer participation that must be achieved by Contractor on or before May 1, 2025 for residential customers and July 1, 2025 for commercial customers and annually thereafter includes the following:

### **6.11.1 SB 1383 Programs**

- A. **Residential Premises.** Contractor shall fully implement a residential organic materials diversion program where all residential premises are provided the required containers to comply with SB 1383.
- B. **Commercial Premises.** Contractor shall implement and maintain an SB 1383 compliant commercial recycling and organic materials diversion program with the goal of providing recycling and organic materials containers to all customers required to have such containers under CalRecycle requirements, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

### **6.11.2 Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs**

Contractor shall implement and maintain AB 341 and AB 1826 diversion programs such that all commercial customers required to have such programs are subscribed to the Contractor-provided program, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

### **6.11.3 Non-Compliant Customers**

Contractor shall document any customers that are not in compliance with the required mandatory programs per AB 341, AB 1826, and SB 1383, and forward the list of non-compliant customers to City.

## **ARTICLE 7. RECORD KEEPING AND REPORTING**

### **7.1 Record Keeping**

- A. Contractor shall maintain customer contact data, customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement and to demonstrate compliance with this Agreement and applicable law. Unless otherwise required in this Article, Contractor shall retain all such records and data for four years after expiration or

termination of this Agreement or such longer period as required by applicable law. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one on site central location, physical or electronic, or at such off-site storage location that can be readily accessed by Contractor. Upon request, and subject to limitations on non-disclosure of confidential and proprietary customer information of Contractor, any such non-confidential records shall be made available to City within five working days for City to review at Contractor's office. As used herein, "confidential and proprietary information" means customer identifying information and service or credit history and other customer financial information that is subject to state or federal privacy laws protecting customers.

- B. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. City may require Contractor to maintain customer service and compliance records using a City-approved web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City.
- C. At a mutually agreed upon time during normal business hours, but within five working days of a request from City, Contractor shall provide access to City at its offices its data and records with respect to the matters covered by this Agreement and applicable law. Contractor shall permit City to audit, examine, and make excerpts or transcripts from such data and records and make copies of all data relating to all matters covered by this Agreement and applicable law, all at City's expense.
- D. If City receives a CPRA request seeking disclosure of information Contractor has designated as confidential and proprietary, then City shall promptly notify Contractor of the request and provide Contractor a reasonable opportunity to comment on the pending request before City acts upon it. Contractor may seek a court order to limit or enjoin disclosure of such records. In the event City is subject to an action seeking to enforce the CPRA for any Contractor information designated confidential and proprietary and withheld from disclosure, Contractor shall defend and indemnify City in such litigation, which indemnity shall cover all of City's costs and expenses including attorney's fees.
- E. City views its ability to defend itself against CERCLA and related litigation as a matter of great importance. Contractor shall maintain records that can establish where recyclable materials, organic materials, and solid waste collected were transferred, processed, or disposed. This provision shall survive the expiration or termination of this Agreement. Contractor shall maintain these records for a minimum of five years beyond expiration or termination of this Agreement or such longer period as required by applicable law. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

## **7.2 Report Submittal Requirements**

- A. The parties acknowledge that City will require reporting by Contractor at various intervals by which information important to City can be compiled and analyzed. The parties shall work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point to have established an objective baseline for reporting, but the frequency and content of the reports may be changed by consensus of the

parties, which shall be memorialized in a writing signed by the City Manager and Contractor's Contract Administrator. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor shall submit all reports in an electronic format compatible with City's software/computers at no charge to City. Monthly reports shall be submitted within 20 calendar days after the end of the report month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. Annual reports shall be submitted within 45 calendar days after the end of the calendar year.

- B. Monthly, quarterly, and annual reports shall include all data and information described in Exhibit F, unless otherwise specified under this Agreement.
- C. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City in its sole discretion. City may review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.
- D. Contractor shall submit all reports to City electronically via e-mail using software acceptable to City. City may require Contractor to maintain records and submit the reports through use of a City-selected web-based software platform, at Contractor's expense.
- E. City reserves the right to require Contractor to provide additional reports or documents as required for the administration of this Agreement or compliance with applicable law.
- F. Upon request of either of the parties, but no more than two times per year, City and Contractor will meet and confer about the current reporting requirements and templates utilized for the prior calendar year to discuss updates or modifications to the formatting or additional information as required by applicable law.

### 7.3 System and Services Review

- A. **Hearing.** City may hold an administrative hearing each year at which Contractor shall be present and shall participate to review the solid waste collection, processing, and recycling system and services. It is City's intent to conduct any system and services review concurrently with any performance review.
- B. **Contractor Report.** Sixty days after receiving notice from City, Contractor shall submit a report to City regarding the solid waste collection, processing, and recycling system.
- C. **Review; Scope.** Topics for discussion and review at the system and services review hearing shall include services provided, Contractor's performance, cost and economic and technological feasibility of providing new services, application of new technologies, customer complaints, rights of privacy, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939 and SB 1383, or goals and regulatory constraints of other applicable law.
- D. **Additional Topics.** Each party may select additional topics for discussion at any systems and services review hearing.
- E. **City Report.** Not later than 60 days after the conclusion of each system and service review hearing, City shall issue a report. The report shall include a listing of any solid waste, processing, and recycling services not then being provided to City that are considered technically and economically



feasible by City, together with the anticipated costs associated with such services and proposals for generating program revenue to pay for such services in alignment with Sections 4.6 and 9.3.

## **7.4 Biennial Audit**

### **A. General.**

1. Contractor shall fund biennial audits as described below. The scope of the audit, and auditing party, will be determined by City and the scope may include:
  - a. Compliance with this Agreement.
  - b. Customer service levels and billing.
  - c. Fee payments.
  - d. Receipts.
  - e. Tonnage.
  - f. Complaint log.
  - g. Compliance with mandatory commercial recycling, mandatory commercial organics recycling, and SB 1383.
  - h. Verification of diversion rate.
2. The first audit is to be performed during the fourth quarter of 2025, and every two years thereafter. Contractor shall reimburse City the cost of such audits up to \$50,000 for the first audit and up to \$50,000 for each subsequent biennial audit. The up to \$50,000 amount in subsequent years shall be adjusted annually by 3% per year.
3. Should an audit by City disclose that franchise or other fees payable by Contractor were underpaid by 3% or more, or that more than 2% of customers were inaccurately billed, Contractor shall reimburse City for the actual cost of the audit to the extent it exceeded \$50,000.

- B. Payments and Refunds.** Should an audit by City disclose that the franchise fees payable by Contractor were underpaid or that customers were overcharged for the period under review, Contractor shall pay to City any underpayment of franchise fees and/or refund to customers any overcharges within 30 calendar days following the date of the audit. In the event customers were undercharged, single-family customers may be billed for up to 12 months of services not previously billed and all other customers may be billed for up to 24 months of services not previously billed. In the event customers were overcharged, Contractor shall provide a refund for up to 24 months of overcharged services.

## **7.5 SB 1383 Record Keeping Software**

Contractor shall utilize the City provided SB 1383 software that allows access to both parties, to integrate outreach efforts to customers within Brea, store certain reports required by this Article and Exhibit F, and monitor additional data required to be made available to CalRecycle. City shall provide Contractor on-line access to the database for real-time uploading and monitoring of data.

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## ARTICLE 8. CONTRACTOR'S CONSIDERATION

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### 8.1 Franchise Fee

- A. **General.** Contractor acknowledges that it, and not customers, is to pay a 10% franchise fee to City as consideration for this Agreement. Accordingly, neither Contractor's bills nor City's bills shall include separate itemization of a "franchise fee" or other similar designation. Finally, Contractor acknowledges the franchise fee is a cost paid solely by Contractor from its profits.
- B. **Contractor Franchise Fee.** Contractor shall pay City an amount equal to 10% of all gross receipts, excluding compactor rental charges, as and for a franchise fee for services directly billed by Contractor pursuant to Section 5.7.3 above. The payment of a franchise fee by an end user shall not be considered payment for franchised services. Contractor shall remit the franchise fee to City pursuant to the provisions of Exhibit D, and without invoice from City. For the avoidance of doubt, the franchise fee shall be based on Contractor's actual receipts from Contractor's billings to its Customers.
- C. **Contractor Billed Fee Remittance.** The franchise fee for customers billed directly by Contractor shall be paid to City monthly on or before the 20<sup>th</sup> day of each month. Should any such due date fall on a weekend or holiday in which City's business offices are closed, payment shall be due on the first day thereafter in which City's business offices are open.
- D. **City Billed Fee Retention.** City will deduct the 10% franchise fee from its payments to Contractor for customers billed directly by City pursuant to Section 5.7.2 above.
- E. **Fee Remittance After Term.** The franchise fee shall apply to gross receipts of Contractor actually collected after expiration or termination of this Agreement and relating to Contractor's performance of this Agreement. Franchise fee payments shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid and setting forth the basis for their calculation in a manner acceptable to City.

### 8.2 AB 939 Administrative Fees

Pursuant to Public Resources Code Section 41902, Contractor shall pay or collect, as the case may be, an AB 939 administrative fee as may be established by City Council resolution. Following 30 days' prior written notice by City to Contractor, any fee established pursuant to this Section shall be payable by Contractor to City concurrent with the payment of franchise fees.

### 8.3 Recyclable Materials Revenues

Contractor shall provide to City residential customers 50% of the Contractor revenues from the sales of recovered residential recyclable materials by calculating a residential customer rebate as shown in Exhibit E, Page 5, together with supporting data. This rebate shall be applied annually to the rate adjustment calculations as shown in Exhibit E, Page 1.

### 8.4 Edible Food Recovery Funding

On or before June 30, 2025, and annually thereafter during the term, Contractor shall provide City with funding (the "Edible Food Recovery Payment") to assist City with contracting with third parties that will facilitate compliance with City's obligations under 14 CCR Chapter 12, Article 10. The Edible Food Recovery

Payment due on or before June 30, 2025, shall be \$45,000. Thereafter, the amount of the Edible Food Recovery Payment shall be increased based on the percentage change in the applicable published index as specifically set forth in Exhibit E herein for commercial rate adjustments.

### **8.5 Payment Schedule and Late Fees**

- A. Checks for franchise fee and recyclable revenue shall be payable to the City of Brea and shall be mailed or otherwise delivered to City's Finance Department.
- B. Contractor payments are due on the 20<sup>th</sup> day of the month and shall be considered late if they are received after the 25<sup>th</sup> day of any month. In the event Contractor fails to timely make any of the payments required by this Agreement by the 25<sup>th</sup> day of any month, Contractor shall pay to City an additional sum of money equal to 5% of the amount due. This amount is required to defray those additional expenses and costs incurred by City by reason of the late payment including the cost of administering, accounting for, and collecting the late payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition to any other remedy provided by law, any amounts not paid to City by Contractor within 60 days of the due date shall be subject to interest in the amount of 10% per annum, calculated on a daily basis for each day such sums remain past due.

### **8.6 Other Fees**

City shall reserve the right to establish other fees, or negotiate changes to fees beyond the regular annual adjustments described above as it deems necessary, to the extent that such further adjustments are also included in the adjustments to the approved rates.

## **ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING**

### **9.1 General**

Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Compensation provided for in this Article shall be the complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, disposal, recycling, processing, transfer, profit, and all other things necessary to perform all the services required by this Agreement.

### **9.2 Initial Rates**

The rates for the rate period ending June 30, 2026, shall not exceed those set forth in Exhibit D. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate compensation. Unless and until the maximum rates set forth in Exhibit D are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit D, except as provided herein in this Article.

### **9.3 Schedule of Future Adjustments**

Beginning with rate period two (July 1, 2026 to June 30, 2027) and for all subsequent rate periods, either party may request an annual adjustment to the maximum rates shown in Exhibit D, excepting that

Contractor shall be entitled to those adjustments in rates as provided in Section 9.4. For all inflationary adjustments, Contractor shall submit notice in writing by March 1 of the same year based on the method of adjustment described in Section 9.4. Failure to submit a written request by March 1 shall be conclusive as to Contractor's decision not to proceed with an increase for the subsequent year. If any rates would decline based upon Section 9.4 calculations and a rate decrease is not implemented, the subsequent rate adjustment shall be based upon the changes in indices since the previous rate adjustment instead of the change over the prior year.

## 9.4 Method of Adjustments

### 9.4.1 General

Pursuant to Section 9.3, the Contractor may request an adjustment to the maximum rates according to the method described below and the formulas shown in Exhibit E, subject to review and approval of City. All future adjustments are to be effective July 1. The rate adjustment calculations shall be separately performed for all rates (Exhibit E).

### 9.4.2 Cost Component and Rate Adjustment Indexes

The approved rates consist of the following cost components, followed by the initial weightings of each component. Each cost component may be adjusted by the change in the corresponding index as provided below. See Section 9.4.3 for detailed rate adjustment procedures and Exhibit E for examples of rate adjustment calculations.

RESIDENTIAL AND COMMERCIAL/INDUSTRIAL SERVICES COST COMPONENTS				
	Cost Component	% of Costs		Rate Adjustment Index
		Residential	Commercial/ Industrial	
A.	Collection	85.0%	85.0%	Stair step collection component from CPI to GTCI as shown in Exhibit E, Page 3.
B.	Disposal	15.0%	15.0%	Gate rate at the County landfills as of July 1 (as established under the County Waste and Recycling WDA).
	Total	100.0%	100.0%	

### Annual Adjustments to Landfill Disposal Component of Rates

It is the intention of the parties that the landfill disposal component associated with any of the maximum rates as set forth in Exhibit D shall be a pass-through component included in the rates subject to City and Contractor agreeing on the allocation of the landfill disposal component of the rate across residential, commercial, industrial, and multifamily sectors. After the effective date of this Agreement, rates shall be adjusted annually on each adjustment date as adjusted by the County pursuant to the County Agreement or any successor agreement then in effect to reflect the direct increase or decrease in the actual landfill disposal (tipping) fees incurred by Contractor for disposal of solid waste collected pursuant to this Agreement. On the effective date of this Agreement, the County Agreement rate is \$42.55 per ton

delivered to the County system. In the event an increase occurs in applicable landfill tipping fees at a time other than an annual adjustment date, Contractor shall receive an adjustment to the maximum rates applicable to the landfill disposal component pursuant to this section.

#### 9.4.3 Rate Adjustment Calculations

- A. Residential services rates and commercial/industrial services rates will be adjusted using the same method but will be calculated separately due to the differences in the weightings of the collection and disposal components, as well as the collection component stair step for each customer type, as listed in Section 9.4.2 and Exhibit E, Page 3.

1. **Step One.** Calculate the percentage increase or decrease in collection and disposal component indices listed in Section 9.4.2. The increase or decrease in the collection indices will be for the change in the average annual published indices as shown in Exhibit E, Pages 3 and 4. The average annual change for the CPI or GTCI (as shown in Exhibit E, Pages 3 and 4) will be calculated based on the 12 months ended December prior to the rate adjustment date, and the 12 months ended the prior December.

The disposal component will be based on the actual percentage change in the gate rate at the County landfills.

2. **Step Two.** For the first-rate adjustment, cost components are weighted as listed in Section 9.4.2. For subsequent rate adjustments, the relative weights of the collection and disposal cost components will be determined in Step Four of the prior year's rate adjustment.

Multiply the percentage changes for the collection and disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

3. **Step Three.** Multiply the total weighted percent change from Step Two by the existing maximum residential services rates and commercial/industrial services rates to determine the increase or decrease in maximum rates. Then add (subtract) the changes in rates to (from) the existing maximum rates to determine the new maximum rates.

Apply any City maintenance service costs and the residential recycling rebate per Section 8.3.

4. **Step Four.** Recalculate weightings for the following year based on these changes.

#### 9.5 Extraordinary Adjustments

- A. Either party may request an adjustment to maximum rates at reasonable times other than that allowed under Section 9.3 in the event of extraordinary changes in the cost of providing service under this Agreement, including requests related to change in law. Such changes shall not include changes in recyclable materials or organic waste processing costs, changes in the market value of recyclable materials, inaccurate estimates by Contractor of its proposed cost of operations, unionization of Contractor's work force, or change in wage rates or employee benefits. Extraordinary rate adjustments may not be applied retroactively.
- B. For each request for an adjustment to the maximum rates Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

- C. Contractor shall provide to City a report of its annual revenues and expenses for the services provided in Brea, and City shall have right to audit this information in connection with City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request and City's determination will be final. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 4.6.

## **9.6 Limitations on Rate Adjustments**

At least 45 days prior to adjusting any rate(s) charged to customers, Contractor shall provide written notice to City of its intent to adjust such rate(s) and the amount of such adjustment. Contractor shall be entitled to implement the intended adjustment to such rate(s) unless City determines that the adjusted rates will exceed the then-current maximum rates as set forth in Exhibit D.

## **ARTICLE 10.**

### **INDEMNITY, INSURANCE, AND PERFORMANCE BOND**

#### **10.1 Indemnification**

- A. **General.** To the maximum extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including costs and fees of litigation, including reasonable attorney's and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any subcontractor or agent of Contractor, under this Agreement or Contractor's failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights.
- B. **Excluded Waste.**
1. Contractor acknowledges that it is responsible for compliance with applicable law. Contractor shall not knowingly store, transport, use, or dispose of any excluded waste except in strict compliance with applicable law.
  2. If Contractor negligently or willfully mishandles excluded waste, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within 30 calendar days of being billed for those expenses. These obligations are in addition to Contractor's indemnity, defense, and hold harmless obligations.
  3. Notwithstanding the foregoing, Contractor's duties under this Paragraph shall not extend to any claims arising from the disposal of solid waste at the designated disposal facility, including claims arising under CERCLA, unless such claim is a direct result of Contractor's negligence or willful misconduct.

- C. **Related to AB 939, AB 341, and SB 1383.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by Contractor with respect to Contractor's obligations under this Agreement, and such failure is: (i) solely due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) solely due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner. This indemnity is subject to the provisions of Public Resources Code Section 40059.1.
- D. **Related to Proposition 218.**
1. Should there be a change in law or a new judicial interpretation of applicable law, including California Constitution Articles XIII C and XIII D, that impacts the rates for the collection services, the parties shall meet to discuss the impact of such change in law on this Agreement.
  2. If a rate adjustment determined by the parties to be appropriate to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, then Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the rate adjustment that cannot be implemented. If the parties are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon one year's prior written notice to City. In such event the parties shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another unless this Agreement specifically states otherwise, after the date of such termination. Should a court of competent jurisdiction determine that Contractor cannot charge and/or increase its rates for charges related to franchise fees and governmental fees and charges, Contractor shall reduce the rates it charges customers a corresponding amount, providing such fees, reimbursements, rates and/or charges disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the rates charged by Contractor.
  3. Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the rates established for services provided under this Agreement. Rather this Section 10.1.D is provided merely to allocate risk of an adverse judicial interpretation between the parties.
  4. The cost of all printing, copying, and mailing notices related to such procedural requirements shall be Contractor's sole responsibility.
  5. In the event that any rate adjustments provided for in Section 9.3, 9.4, or 9.5 are not implemented by City solely by reason of a 50% protest lawfully lodged with City in accordance with the requirements of Proposition 218, Contractor may, in its sole discretion, either: (i) accept that the rates will remain at the rates in effect prior to the scheduled adjustment or the requested rate increase; (ii) request in writing that City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement to accommodate any materially adverse financial impact on Contractor's ability to provide any collection services under the Agreement that has been caused by the failure to approve the adjustment; or, (iii) terminate this Agreement by providing City with 180 days' prior written notice.
- E. **CalPERS Eligibility Indemnification.**
1. Contractor's employees, agents, or subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS; (ii) be entitled to any

benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or, (v) be entitled to any other CalPERS-related benefit by reason of the services provided under this Agreement that would accrue to a City employee. Contractor's employees, agents, or subcontractors waive any claims to benefits or compensation described in this Section. This Section applies to Contractor notwithstanding any other law to the contrary.

2. If Contractor's employees, agents, or subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the CalPERS to be eligible for enrollment in CalPERS, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of City.
3. Contractor's compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor its officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to City employees. City shall not make any federal or state tax withholdings on behalf of Contractor. City is not required to pay any workers' compensation insurance on behalf of Contractor.
4. Contractor shall defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment that City may be required to make on behalf of Contractor, any employee of Contractor, or any employee of Contractor construed to be an employee of City for work performed under this Agreement.

## 10.2 Insurance

- A. **Coverages and Requirements.** Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance and public liability insurance.

1. **Minimum Coverages.** Insurance coverage shall be with limits not less than the following:
  - a. Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
  - b. Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).
  - c. Workers' Compensation – Statutory Limits/Employers' Liability – \$1,000,000/accident for bodily injury or disease.
  - d. Contractor's Pollution Liability – \$10,000,000 per contamination incident and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first-party cleanup of City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and, defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising



out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving non-owned deposit sites. Coverage is preferred by City to be occurrence based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date and that continuous coverage shall be maintained or an extended discovery period will be exercised through expiration or termination of this Agreement for a minimum of five years. This provision does not limit or alter any rights or remedies to City allowable under this Agreement or applicable law in perpetuity.

2. **Additional Insured.** City, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and coverage via blanket-form endorsement.
  3. Such policies shall remain in force through the term of this Agreement and shall be payable on a "per occurrence" basis unless City's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, if Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the term of this Agreement and not less than three years thereafter, except for the five-year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  4. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of Contractor.
  5. Each insurance policy, except Workers' Compensation/Employer's Liability shall be endorsed via blanket-form endorsement to state that coverage shall not be canceled, non-renewed, or materially changed limits except after 30 calendar days' prior written notice has been given to City (10 calendar days for delinquent insurance premium payments) via e-mail to an e-mail address provided by City.
  6. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-VII, or with a surplus line carrier with a Best's Key Rating Guide of at least "B."
  7. The policies shall cover all activities of Contractor, its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.
  8. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects City, its officers, agents, employees, and volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
  9. Contractor shall waive all rights of subrogation against City, its officers, employees, agents, and volunteers via blanket-form endorsement.
- B. **Certificates of Insurance/Endorsements.** Within five calendar days of the Effective Date, Contractor shall furnish City with an ACORD 25 Certificate of Insurance reflecting coverage required by this Agreement and supplemented with all applicable blanket-form endorsements as required herein. The certificate and blanket-form endorsements shall be signed by an authorized representative of the insurer.

- C. **Renewals.** Contractor shall furnish City with certificate(s) of insurance reflecting renewals, changes in insurance companies, and any other information affecting. The endorsements shall be signed by an authorized representative of the insurer.
- D. **No Cap on Indemnity.** The minimum amounts of coverage described in this Section shall not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.
- E. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by state law and shall comply with Labor Code Section 3700.

### 10.3 Faithful Performance Bond or Irrevocable Letter of Credit

- A. Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism ("Surety") as more fully defined below in the amount of \$822,000. The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement it shall be drawn upon a financial institution with an office within 50 miles of the Brea Civic and Cultural Center and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, in a form reasonably acceptable to the City Attorney, and in full compliance with the provisions of Code of Civil Procedure Section 995.610 et seq. The cost of the Surety shall be the sole obligation of Contractor. The Surety shall be released within 30 days after both: (i) expiration of this Agreement; and, (ii) Contractor's satisfactory performance of all obligations hereunder.
- B. In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole City, forfeited to City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within 30 days of City's notice to do so.
- C. Upon City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including:
  - 1. Payment of sums due under this Agreement that Contractor has failed to timely pay to City including liquidated damages.
  - 2. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.
- D. City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration.

### 10.4 Performance Security Beyond Service Term

Contractor shall not terminate the performance bond or letter of credit and will renew them to ensure continuous availability to City, until receiving a written release from City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met; provided, however, in no event may City require that the Surety continue more than one year after the termination of this Agreement. However, permission from City to discontinue holding these performance securities does not relieve Contractor of payments to City that may be due or may become due.

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## **ARTICLE 11.**

### **CITY'S RIGHT TO PERFORM SERVICE**

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#### **11.1 General**

- A. Subject to events of force majeure, in the event that Contractor fails, refuses, or is unable to collect, recycle, process, transport, or dispose of any or all discarded materials for a period of more than two working days, and if, as a result thereof, discarded materials should accumulate in Brea to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety, or welfare, then City shall have the right, but not the obligation, upon 24 hours' prior written notice to Contractor to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor.
- B. Notwithstanding Section 14.13, notice of Contractor's failure, refusal, or neglect to collect, transport, and dispose of or process discarded materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one working day of the oral notification.

#### **11.2 Billing and Compensation to City During City's Possession**

During such time that City is providing discarded materials services, as above provided, Contractor shall bill and collect payment from all users of the above-mentioned services as described in Section 5. In such event, Contractor shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in such manner and to an extent as would otherwise be required of Contractor under this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses but in no event later than five working days from and after each such submission.

#### **11.3 Disaster Preparedness Plan**

- A. Within 12 months of the Effective Date, Contractor shall, with City assistance, prepare a written plan detailing how discarded materials services will be delivered in a time of emergency or natural disaster. For the plan, City shall provide Contractor with a written list of critical facilities that City deems in need of special consideration in a time of emergency. Contractor's written plan shall contain a protocol for contacting Contractor management in the event of an emergency, an overview of Contractor's resources available for emergency response, a plan for collection, disposal, and recycling of discarded materials generated by critical facilities until the time of emergency passes and a plan for resuming normal operations following an emergency.
- B. In the event of a disaster, City may grant Contractor a waiver of some or all collection requirements under this Agreement and 14 CCR Section 18984 et seq. in the disaster-affected areas for the duration of the waiver. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.

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## ARTICLE 12. DEFAULT AND REMEDIES

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### 12.1 Events of Default

A. The following are Category 1 events of default:

1. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
2. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
3. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.
4. **Criminal Activity.** Contractor or its officers, managers, or employees are found guilty of criminal activity in connection with the performance of this Agreement or any other contract with City.
5. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the prior written approval of City.

B. The following are Category 2 events of default, however, subject to events of force majeure:

1. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation and insurance coverage required by this Agreement.
2. **Violations of Regulation.** Contractor violates a regulatory agency order in connection with the performance of this Agreement. If Contractor contests any such order by appropriate proceedings conducted in good faith, and the regulatory agency determines no violation occurred, then no default of this Agreement shall be deemed to have occurred.
3. **Violations of Applicable Law.** Contractor violates applicable law in connection with the performance of this Agreement.
4. **Failure to Perform Direct Services.** Contractor ceases to provide collection, transportation, or processing services as required under this Agreement for a period of two consecutive calendar days or more for any reason within the control of Contractor.
5. **Failure to Pay.** Contractor fails to make a required payment to City by the applicable deadline.
6. **Failure to Report.** Contractor fails to provide City with required information, reports, or records by the applicable deadline.
7. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on some or all of Contractor's equipment or facilities other than standard liens in connection with any bank financing.

8. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than seven calendar days for residential customers and three calendar days for commercial customers.
9. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by City.
10. **Failure to Implement Collection Program.** Contractor fails to implement a collection program that complies with the requirements of Article 5 and Exhibit B.
11. **Failure to Provide Processing Capacity.** Contractor fails to provide processing capacity in accordance with Articles 5 and 6.
12. **Failure to Achieve Processing Standards.** Contractor fails to achieve the processing standards specified in Articles 4 and 5 including achievement of minimum organic waste recovery rates.
13. **Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other SB 1383 requirements including public education, reporting, contamination monitoring, record keeping and reporting, or other obligations of this Agreement that delegate City's responsibility and authority under SB 1383 to Contractor, which results in a final judgment against City pursuant to an enforcement action brought by CalRecycle for failing to achieve SB 1383 compliance pursuant to CCR title 14 § 18997. 5.
14. **Failure to Dispose of Solid Waste at the Designated Disposal Facility.** Contractor fails to dispose of solid waste collected within Brea at the designated disposal facility unless use of facility is no longer required or available.
15. **Acts or Omissions.** Any other act or omission by Contractor that violates this Agreement or applicable law. All provisions of this Agreement are considered material.

## 12.2 Contractor's Right to Cure; Right to Terminate Upon Event of Default

- A. If City issues a notice of default for a Category 1 event of default, then Contractor shall not be entitled to an opportunity to cure the default. Subject to this Paragraph and Section 12.2.C below, Contractor has a right to cure for Category 2 events of default. City shall afford Contractor 30 days or a reasonable period of time under the circumstances to cure the default unless City reasonably determines the default presents an immediate threat to public health or safety. In such event, Contractor shall not be entitled to an opportunity to cure the default.
- B. If a Category 2 default does not present an immediate threat to public health or safety and cannot reasonably be cured within 30 calendar days, then City may not terminate this Agreement based upon such default if Contractor promptly commences and diligently pursues the cure to completion.
- C. After the initial five years of the term of this Agreement, subject to events of force majeure, Contractor shall not be entitled to an opportunity to cure the default in the instance where Contractor has within a 24-month period twice committed the same item 1, 5, 7, 9, or 11 Category 2 default in Section 12.1 B above. City may determine to allow Contractor to cure the default as set forth in Section 12.2.A above.

### 12.3 City's Remedies in the Event of Default

Upon Contractor's default, City has the following remedies in the event of Contractor default:

- A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 12.2 until such time Contractor can provide assurance of performance in accordance with Section 12.8.
- C. **Liquidated Damages.** City may assess liquidated damages for Contractor's failure to meet specific performance standards in accordance with Section 12.6.
- D. **Termination.** Subject to the provisions of Section 12.2 above,
  - 1. City may, in its discretion, set a public hearing for the City Council to determine whether to terminate this Agreement.
  - 2. If City terminates this Agreement for default, Contractor shall be given 30 calendar days' notice. Contractor shall thereafter be relieved on a going-forward basis of all liabilities and obligations required by this Agreement, except for Section 10.1 and any other provisions specifically identified to survive termination of this Agreement. Upon expiration of the 30 day notice, City may, in its sole discretion, do any of the following:
    - a. Directly undertake performance of the services.
    - b. Arrange with other persons to perform the services with or without a written agreement.
    - c. Permit Contractor to continue operating under this Agreement including Contractor's compensation until such time that City is able to find substitute services.
  - 3. This right of termination is in addition to any other rights upon a failure of Contractor to perform this Agreement.
  - 4. Contractor shall not be entitled to any further revenues from collection operations after the termination date.

### 12.4 Possession of Records Upon Termination

In the event of termination for an event of default, Contractor shall furnish City with immediate access to its business records that are required to be maintained pursuant to this Agreement in a format compatible with City's computer systems, including customer information, collection routes, compliance records, and billing of accounts for collection services.

### 12.5 City's Remedies Cumulative; Specific Performance

- A. City's rights to terminate this Agreement under Section 12.2 and to take possession of the Contractor's records under Section 12.4 are not exclusive, and City's termination of this Agreement or imposition of liquidated damages shall not constitute an election of remedies. Instead, these

rights shall be in addition to any and all other legal and equitable rights and remedies that City may have.

- B. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including specific performance).

## **12.6 Performance Standards and Liquidated Damages**

- A. **General.** The parties acknowledge that it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by City as a result of a breach by Contractor of this Agreement. The impracticability of ascertaining damages is due to multiple factors including that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.
- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.**
1. The parties further acknowledge that consistent, reliable collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding this Agreement. The parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, then City and Brea residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer.
  2. City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages, and accordingly City will endeavor to timely communicate to Contractor any information that City receives that might give rise to the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.
  3. Prior to assessing liquidated damages, City shall give Contractor a pre-assessment notice; however, Contractor will not be provided notice for those breaches identified under Sections 12.6.C.1.b, 12.6.C.1.c, 12.6.C.3.a, 12.6.C.3.b, and 12.6.C.3.d because it would not be possible to rectify these breaches in a timely manner after the stated period for correction has passed. Such notice will include a brief description of the incident(s)/non-performance(s) for which liquidated damages are to be assessed. Contractor may review (and make copies at its own expense) all information in the possession of City relating to the identified incident(s)/non-performance(s). Contractor may, within 10 days after receiving the pre-assessment notice,

request a hearing before the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance(s). City will provide Contractor with a written explanation of the City Manager's determination on each incident/non-performance prior to assessing liquidated damages. The decision of the City Manager shall be final.

Therefore, without prejudice to City's right to treat such non-performance as an event of default, and Contractor's right to cure outlined above, the parties agree that the liquidated damages amounts established in this Section 12.6 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor

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C. Contractor shall pay as liquidated damages, and not as a penalty, the amounts set forth below:

<b>1. Collection Reliability</b>		
a	For each failure to commence service to a new customer account within seven days after order.	\$100 per occurrence
b	For each failure to collect discarded materials, which has been properly set out for collection.	\$100 per occurrence
c	For each failure to correct and collect a missed service within the timeframe set forth in Section 5.8.B.2.	\$100 per occurrence; Each additional 24-hour period: \$50 per occurrence
d	For each failure to comply with the provisions in Section 12.7 Contractor's actions during a work stoppage.	\$1,000 per day
e	For each failure to collect illegally dumped bulky goods within two days of notification by City per Exhibit B4, Item 7.	\$100 per day illegally dumped bulky goods remains uncollected.

<b>2. Collection Quality</b>		
a	For failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place containers upright, which exceeds 10 containers annually.	\$50 per container
b	For each occurrence of excessive noise or discourteous behavior, which exceed 10 occurrences annually.	\$100 per occurrence
c	For each occurrence of collecting discarded materials during unauthorized hours, which exceeds 10 such occurrences annually.	\$100 per occurrence
d	For each occurrence of damage to private property, which exceeds five such occurrences annually.	\$100 per occurrence
e	For each failure to clean up discarded materials spilled from collection containers within 90 minutes that exceeds 10 such failures annually.	\$100 per occurrence



f	For each failure to clean up vehicle leaks or spills within the timeframe required by Section 6.5.E.	\$500 per occurrence
g	For each failure to follow the cleanup procedures included in Section 6.5.E.	\$500 per square foot of affected area
h	For each incidence of commingling of solid waste with recyclable materials and/or green waste/food scraps in collection vehicles except as provided in the event of contamination (when contaminated materials may be placed in truck with solid waste).	\$1,000 per incident

### **3. Customer Responsiveness**

a	For each failure to initially respond to a customer complaint within one working day, and for each additional day in which the complaint is not addressed, which exceed five annually.	\$50 per day
b	For each failure to process customer complaints as required by Article 5, which exceed five annually.	\$50 per occurrence
c	For each failure to record a response to a customer complaint or request within 24 hours of resolution. Each additional 24-hour period.	\$100 per occurrence \$50 per occurrence
d	For each failure to respond to a written inquiry from City's solid waste contract manager regarding service requests or requests for information within two working days, and for each additional day in which the inquiry is not addressed, which exceed five occurrences annually.	\$100 per occurrence
e	For each failure to remove graffiti from containers, or to replace with containers bearing no graffiti, within two working days of request from City or customer. Each additional day problem not resolved.	\$50 per day \$25 per day
f	For each failure to repair or replace a damaged or missing container within two working days of request from City or a customer.	\$50 per day
g	For each failure to process a claim for damages within 30 days from the date submitted to Contractor.	\$100 per occurrence
h	For each failure to issue a warning notice to a container or materials not collected due to improper set-out, which exceeds 10 such occurrences annually.	\$100 per day per occurrence

### **4. Failure to Submit Reports or Allow Access to Records**

For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines a report to be errant or incomplete more than 10 working days after submittal by Contractor, Contractor shall be given 10 working days to complete and correct and any pending liquidated damages shall be tolled during that period.

a	Monthly Reports	\$100 per day
b	Quarterly Reports	\$250 per day
c	Annual Reports	\$500 per day
d	All Other Reports	\$100 per day

<b>5. Accuracy of Billing</b>		
a	Each customer invoice that is not prepared in accordance with the approved rate schedule, which exceeds 10 annually.	\$25 per invoice not to exceed \$2,500 per billing run
b	For each instance or invoice in which Contractor imposes a special service fee not in accordance with the approved rate schedule and not approved in advance in writing by City, or not requested by the service recipient, which exceeds 10 such occurrences annually.	\$50 per occurrence
c	Failure to provide a customer with a response, including an explanation and/or correction, to a billing complaint within seven working days from the complaint. Each additional day response not provided.	\$100 per occurrence \$50

<b>6. Public Education and Outreach</b>		
a	Failure to perform public education and outreach activities:	
	1st violation	\$50
	2nd violation	\$100
	3rd and subsequent violations	\$250 per occurrence

<b>7. Cooperation with Service Provider Transition</b>		
a	For each day routing information requested by City in accordance with Section 14.10 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service.	\$1,000 per day
b	For each day delivery of keys, access codes, remote controls, or other means of access to discarded materials containers is delayed beyond one day prior to new service provider servicing customers with access issues, as described in Section 14.10.	\$1,000 per day

<b>8. SB 1383 Requirements</b>		
a	Use of Unauthorized Facilities. For each individual occurrence of delivering discarded materials to a facility other than an approved facility for each discarded material type.	1 <sup>st</sup> violation - \$50 per ton 2 <sup>nd</sup> violation - \$100 per ton 3 <sup>rd</sup> and subsequent violations - \$250 per ton per offense
b	Failure to Implement Three- /Three-plus Container System. For each occurrence of failing to provide customers with the three- /three-plus container system required by with SB 1383 (excluding generators and customers that have been granted waivers or that demonstrate compliance with recycling and organic waste self-hauling requirements). Damages are per generator or customer per occurrence (minor, moderate, and major violations are as defined in 14 CCR Section 18997.3).	\$250 – Minor violation \$500 – Moderate violation \$1,000 – Major violation

<b>8. SB 1383 Requirements</b>		
c	Failure of Approved Facility to Meet Limits on Organic Waste in Materials Sent to Disposal. For each ton of mixed waste, source separate recyclable materials, source separated blue container organic waste, source separated green container organic waste, or organic materials received at the facility in a quarterly reporting period when organic waste in the materials sent to disposal exceeds the thresholds included in SB 1383 if limits on organic waste in materials sent to disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.	1 <sup>st</sup> violation - \$50 per ton per offense 2 <sup>nd</sup> violation - \$100 per ton per offense 3 <sup>rd</sup> and subsequent violations - \$250 per ton per offense
d	Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Section 5.11.	1 <sup>st</sup> violation - \$50 per route per occurrence 2 <sup>nd</sup> violation - \$100 per route per occurrence 3 <sup>rd</sup> and subsequent violations - \$250 per route per occurrence
e	Failure to Comply with Container Labeling and Colors. For each occurrence of failure to comply with container labeling and color requirements.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per container
f	Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, discarded materials evaluations pursuant to SB 1383, and/or other inspection required by this Agreement.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per occurrence
g	Failure to Issue Contamination Processing Fee Notices. For each failure to issue contamination notices and contamination processing fee notices and maintain documentation of issuance as required by Section 5.11.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per route per day
h	Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 5.8.C.	1 <sup>st</sup> violation - \$50 2 <sup>nd</sup> violation - \$100 3 <sup>rd</sup> and subsequent violations - \$250 per occurrence
i	Failure to Provide non-confidential Customer Information Requested from Contractor's Information Systems within 3 business days.	\$250 per day
<b>9. General Contract Adherence</b>		
a	For each day that Contractor fails to provide services required under this Agreement, or comply with terms of this Agreement,	\$100 per day

	five working days after receipt of written notification from City that such services are not being provided or terms are not being met.	
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- D. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.
- E. **Timing of Payment.** Contractor shall pay any liquidated damages assessed by City within 30 calendar days of notice of assessment. If payment is not made by the deadline, then City may proceed against the performance bond, find Contractor in default and terminate this Agreement pursuant to Section 12.1, or both.
- F. **Payment.** City may deduct the amount of liquidated damages owed by Contractor from City's monthly payments to Contractor for services rendered pursuant to this Agreement or may invoice Contractor directly.
- G. **City's Right to Recover.** City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

## 12.7 Excuse from Performance

### A. Force Majeure.

1. A party shall be excused from performing its obligations and from any obligation to pay liquidated damages and Contractor shall not be in default under this Agreement if Contractor is prevented from performing the collection, transportation, and/or disposal services for any of the following reasons: riots; wars; sabotage; civil disturbances, pandemics; government restrictions and orders; insurrections; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts, and other labor disturbances by persons other than Contractor's employees; and, other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder. The party claiming excuse from performance shall, within two calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either party validly exercises its rights under this Section, the parties waive any claim against each other for any damages sustained thereby.
2. The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations for any of the causes listed in this Section for a period of 30 calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving 10 working days' notice to Contractor, in which case the provisions of Section 12.4 shall apply.
3. In the event of a labor disturbance that interrupts collection, transportation, and/or disposal of discarded materials by Contractor as required under this Agreement, the provisions of Section 12.7.B shall apply.

### B. Labor Disputes.

1. **Labor Unrest Directed at Third Party.** In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to container placement and point of delivery, time of collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing collection services at different times and in different locations.
2. **Contractor Labor Disruptions.**
  - a. Contractor shall advise City in writing at the time any negotiations are undertaken between Contractor and its employees relating to wages and benefits, and Contractor shall regularly report the status of such negotiations from time to time including any pending strike, lock out, walk out, boycott, or other labor dispute to City. Contractor agrees that in the event service is disrupted due to a labor dispute, Contractor shall place a minimum of five 40-yard roll-off boxes or other containers of equivalent capacity at locations designated by City to serve as collection points for customers within two days of such service interruption. Contractor also shall procure and distribute plastic bags for use by customers. City shall specify distribution locations, and may create the schedule for Contractor distribution. Contractor shall notify City within 24 hours of a notice from a labor union of a possible work stoppage. Containers shall be collected by Contractor for no additional charge as necessary to accommodate the waste volume disposed in such containers.
  - b. During labor unrest (including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action) conducted by Contractor's employees or directed at Contractor the following provisions shall apply.
    - i. Contractor shall be excused from performance only to the extent that the following requirements are met:
      - A. Within 90 days of the Effective Date, Contractor provides City a lawful and commercially reasonable contingency plan demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Contractor shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic collection and sanitary needs will be met to City's satisfaction.
      - B. Contractor shall meet all requirements of the approved contingency plan.
    - ii. Contractor shall reimburse City for direct third-party costs (including attorney's fees) incurred by City as a result of the labor unrest. Payment shall be made within 30 days following Contractor's receipt of an invoice from City for such costs.
    - iii. Contractor shall provide rebates to customers in accordance with the attached Exhibit N.

3. **Collection During Labor Disruption.** Contractor shall prioritize those collection activities it is able to perform during the pendency of the labor disruption, with hospitals, essential services, restaurants, and other six services days per week customers prioritized for collection on the basis of health and sanitation. In the event that a labor strike or disruption to collection services should last longer than seven consecutive days, City may contract with a third party to provide collection services for the period of time limited to the time Contractor is unable to provide such services until the labor strike or disruption has concluded. Contractor shall notify City when the labor disruption has ended and the date Contractor will resume collection services.

## 12.8 Right to Demand Assurances of Performance

- A. The parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within Brea who will be adversely affected by interrupted waste management service that there be no material interruption in services provided under this Agreement.
- B. If Contractor: (i) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (ii) is the subject of a civil or criminal judgment or order entered by a regulatory agency, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 12.1.

## 12.9 Dispute Resolution

- A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement that result in a material impact to the Contractor's revenue and/or cost of operations, the parties shall promptly meet and confer to attempt to resolve the matter between themselves.
- B. **Mediation.** If a dispute cannot be resolved satisfactorily through the meet and confer process, the dispute shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.
- C. **Period of Time.** To the extent permitted by law, the deadline for filing a claim against City shall be tolled during the period of time for which meet and confer or mediation procedures are pending.
- D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to this Section have failed and any necessary claim(s) have been denied.

## ARTICLE 13.

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

#### 13.1 Contractor's Status

Contractor represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. It is qualified to transact business in the

State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **13.2 Contractor's Authorization**

Contractor represents and warrants that it has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the sole member, if necessary) has taken all actions required by law, its articles of organization, or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

### **13.3 Agreement Will Not Cause Breach**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either party of its obligations hereunder does not conflict with, violate, or result in a breach of: (i) any applicable law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument executed by such party or by which such party or any of its properties or assets are bound.

### **13.4 No Litigation**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against it wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by such party of its obligations hereunder.
- B. Adversely affect the validity or enforceability of this Agreement.
- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

### **13.5 No Adverse Judicial Decisions**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

### **13.6 No Legal Prohibition**

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no law on the date that it signed this Agreement that would prohibit the performance of either party's obligations under this Agreement.

### **13.7 Contractor's Ability to Perform**

Contractor represents and warrants that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement. Contractor

possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

## **ARTICLE 14. MISCELLANEOUS**

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### **14.1 Relationship of Parties**

Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer nor employee of City, nor as a partner or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

### **14.2 Compliance with Law**

Contractor shall at all times, at its sole cost, comply with applicable law in force as of the Effective Date and as may subsequently be enacted.

### **14.3 Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

### **14.4 Jurisdiction**

Any lawsuits between the parties arising out of this Agreement shall be filed exclusively in a court of competent jurisdiction in the County of Orange, California. The parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

### **14.5 Binding on Successors**

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

### **14.6 Assignment**

- A. Contractor shall not assign its rights, nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of City. Any such assignment made without City's consent shall be void and the attempted assignment shall constitute a material breach of this Agreement.
- B. For purposes of this Section, "assignment" shall include: (i) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of outstanding common stock of Contractor to a third party



provided such sale, exchange, or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of ownership, or change of control of Contractor.

- C. Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its discarded materials management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable laws pertaining to excluded waste, regulations, and best discarded materials management practices; and, (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.
- D. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met all of the following requirements:
1. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment.
  2. Contractor shall pay City a transfer fee to cover the cost of all direct and indirect administrative expenses (including consultants and attorneys) necessary for City to analyze the transfer application.
  3. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years.
  4. Contractor shall furnish City with a pro forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations.
  5. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least 10 years of discarded materials management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five years, the proposed assignee has not suffered any significant citations or other censure from any regulatory agency having jurisdiction over its discarded materials management operations due to any significant failure to comply with applicable laws pertaining to excluded waste and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed

assignee conducts its discarded materials management practices in accordance with sound discarded materials management practices in full compliance with applicable laws regulating the collection and disposal of discarded materials including hazardous waste; and, (v) of any other information required by City to ensure the proposed assignee can perform this Agreement in a timely, safe, and effective manner.

- E. Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

#### **14.7 No Third-Party Beneficiaries**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

#### **14.8 Waiver**

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

#### **14.9 Affiliated Companies**

- A. Contractor's accounting records with respect to this Agreement shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The financial records of costs and revenues associated with providing service to City shall not be combined, consolidated, or in any other way incorporated with those of other operations conducted by Contractor in other locations or with those of an affiliate.
- B. If Contractor enters into any financial transactions with a related party entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City and in the financial reports submitted to City. In such event, City's rights to inspect records and obtain financial data shall extend to such related party entity or entities.

#### **14.10 Transition to Next Contractor**

- A. At expiration or termination of this Agreement, Contractor shall cooperate fully with City and any successor franchisee to assure a smooth transition of discarded materials handling services. Contractor's cooperation shall include providing both City and the successor franchisee with route lists, billing information, lists of gate or other access codes and information needed for entry to service areas, container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all premises covered by this Agreement. In recognition of the impracticality of customers storing two sets of containers, Contractor shall remove its containers in coordination with the distribution of containers by the successor franchisee. Contractor shall cooperate with City and the successor franchisee on the timing of container removal; if the parties cannot agree on a phase-out schedule and Contractor does not remove containers in a timely manner that avoids customers having to

store two sets of containers, City, the successor franchisee, or another entity may remove Contractor's containers and seek cost reimbursement from Contractor through its performance bond, letter of credit, or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

- B. Contractor shall, to the maximum extent feasible, provide the successor franchisee with all keys, security codes, and remote controls used to access garages and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate, and service levels (quantity, material type, and size of containers and pick-up days) at least 90 days prior to the transition date and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the successor franchisee at least one full working day (excluding Saturday, Sunday, and holidays as defined in Exhibit A) prior to the first day of collection by the successor franchisee and always within sufficient time so as not to impede in any way the successor franchisee from easily servicing all containers.
- C. Contractor shall provide documentation of any customer declining request to provide keys, security codes, and/or remote controls used to access garages and container enclosures.

#### **14.11 Contractor's Investigation**

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

#### **14.12 Condemnation**

City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement by purchase or through the exercise of the right of eminent domain. This provision is additive and not intended to alter the rights of the parties set forth in Article 11.

#### **14.13 Notice Procedures**

Notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or, (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid, but such notice shall be deemed received on the day of e-mail delivery.

If to City:

City of Brea  
Attn: City Manager  
1 Civic Center Circle  
Brea, California 92821

[kristing@ci.brea.ca.us](mailto:kristing@ci.brea.ca.us)

Copy to:

Richards, Watson & Gershon  
1 Civic Center Circle  
Post Office Box 1059  
Brea, California 92822-1059  
Attention: City Attorney  
[tboga@rwglaw.com](mailto:tboga@rwglaw.com)

If to Contractor:

General Manager  
Republic Services  
1131 N. Blue Gum Street  
Anaheim, California 92806  
E-mail to be sent to the active General Manager at the time of such notice.

Copy to:

Republic Services, Inc.  
Attn: Legal Department  
18500 N. Allied Way  
Phoenix, Arizona 85054

#### **14.14 Compliance with City Code**

Contractor shall comply with those applicable provisions of the City Code, and with any and all amendments to such applicable provisions enacted after the Effective Date, that further constitute a change in applicable law within the meaning of this Agreement.

#### **14.15 Compliance with Immigration Laws**

Contractor shall be knowledgeable of and comply with applicable laws. Contractor warrants and represents that all of its employees, including any and all prospective employees hired to perform services under this Agreement and the employees of any subcontractor retained by Contractor to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable laws including the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code) and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code). Contractor shall verify the legal status of all of its employees and provide confirmation of such verification whenever requested by City. If Contractor discovers that any employee it has retained is not in compliance with immigration laws, Contractor shall not allow such employee to provide services under this Agreement.

#### **14.16 Guarantee of Contractor's Performance**

Pursuant to a guarantee in substantially the form attached as Exhibit G, Republic Services, Inc., a Delaware corporation that is the sole member of Contractor, has agreed to guarantee Contractor's performance of this Agreement. The guarantee shall be provided within 10 calendar days of the Effective Date.

#### **14.17 Incorporation of Mandatory Language**

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

#### **14.18 Interpretation**

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

#### **14.19 Severability**

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

#### **14.20 Attorney's Fees**

If either party is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows that are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### **14.21 Non-Discrimination**

- A. Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap. Such action shall include to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training.
- B. Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by City, as provided for in Section 12, and further that Contractor

shall be barred from performing any services for City now or in the future, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that a recurrence of such action is unlikely.

#### **14.22 Integration**

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by each of the parties hereto.

#### **14.23 Counterparts**

This Agreement may be executed in counterparts, each of which shall be considered an original.

**City of Brea,**  
A Municipal Corporation

Republic Waste Services of Southern  
California, LLC

Lillian Harris-Neal  
City Clerk

## **EXHIBIT A: DEFINITIONS**

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## **EXHIBIT A DEFINITIONS**

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For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit (which words may not be capitalized but still have the meanings set forth below). In the event of a material discrepancy between a definition in this Exhibit and a definition specified in an applicable state statute or regulation, the definition in the state statute or regulation shall control.

**"AB 341"** means Assembly Bill 341 (2011).

**"AB 1826"** means Assembly Bill 1826 (2014).

**"AB 2176"** means Assembly Bill 2176 (2004).

**"Abandoned Waste"** means recyclable materials, organic materials, solid waste, C&D, excluded waste, bulky goods, or other materials that have been abandoned, littered, or illegally dumped in the public right-of-way or on public property.

**"Advanced Clean Fleets Regulation"** means 13 CCR Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016.

**"Agreement"** means this Second Amended and Restated Franchise Agreement.

**"Approved C&D Facility"** means a C&D facility identified in Exhibit L.

**"Approved Facility"** means (as appropriate for the context) any one of or any combination of: approved recyclable materials processing facility; approved organic materials processing facility; approved transfer facility; approved C&D facility; and, approved reusable materials processing facility.

**"Approved Organic Materials Processing Facility"** means an organic materials processing facility identified in Exhibit L.

**"Approved Processing Facility"** means (as appropriate for the context) any one of or any combination of: approved recyclable materials processing facility; approved organic materials processing facility; approved C&D facility; and, approved reusable materials processing facility.

**"Approved Recyclable Materials Processing Facility"** means a recyclable materials processing facility identified in Exhibit L.

**"Approved Reusable Materials Processing Facility"** means a reusable materials processing facility identified in Exhibit L.

**"Approved Transfer Facility"** means a transfer facility identified in Exhibit L.

**"Bin"** means a container with capacity of approximately one to eight cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading collection vehicle, including bins with compactors attached to increase the capacity of the bin.

## **EXHIBIT A DEFINITIONS**

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**"Blue Container"** means a container where either: (a) the lid of the container is blue in color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue containers shall be used for the purpose of storage and collection of source separated recyclable materials, which includes non-putrescible and non-hazardous recyclable wastes such as cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

**"Brown Container"** means a container for the purpose of storage and collection of source separated food waste and has the same meaning as in 14 CCR Section 18982.2(a).

**"Bulky Goods"** means discarded appliances (including non-industrial refrigerators that can be handled by two people), furniture, tires, rolled and secured rugs and carpets less than six feet long, mattresses, e-waste, bundled and tied yard trimmings and/or wood waste exceeding 18 inches in diameter or four feet in length, and similar large items that can be handled by two people, and require special collection due to their size or nature but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky goods must have been generated at the service address where they are collected. Bulky goods do not include abandoned automobiles, large auto parts, trees, construction and demolition debris, or items herein defined as excluded waste.

**"Business Days"** mean days during which City offices are open to do business with the public.

**"CalPERS"** means California Public Employee Retirement System.

**"CalRecycle"** means California Department of Resources Recycling and Recovery.

**"CARB"** means California Air Resources Board.

**"Cardboard"** means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of recyclable materials.

**"Cart"** means a plastic container with a hinged lid and wheels that is serviced by an automated or semi-automated collection vehicle. A cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

**"CCR"** means California Code of Regulations.

**"CERCLA"** means Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9600 et seq.).

**"Change in Law"** means any of the following events or conditions that occurs after the Effective Date and has a material and adverse effect on the performance of this Agreement except for payment obligations:

- A. The enactment, adoption, promulgation, issuance, modification, or change in administrative or judicial interpretation of any applicable law.

## **EXHIBIT A DEFINITIONS**

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B. The order or judgment of any public agency, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of the party asserting the occurrence of a change in law.

**"City"** means the City of Brea, a California municipal corporation.

**"City Code"** means the Brea City Code.

**"City Council"** means the Brea City Council.

**"City Fees"** means all fees payable to City.

**"City Manager"** means the Brea City Manager or such person's designee.

**"Collect" or "Collection"** means the act of taking possession of recyclable materials, organic materials, solid waste, bulky goods, and other material at the place of generation.

**"Commercial Business," "Commercial Customer," "Commercial Subscriber," or "Commercial"** shall mean a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling. A multi-family dwelling that consists of fewer than five units is not a commercial business.

**"Commercial Edible Food Generator"** includes tier one commercial edible food generators and tier two commercial edible food generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators.

**"Commercial Premises"** includes premises upon which business activity is conducted including retail sales, services, wholesale operations, manufacturing and industrial operations, and multi-family residential facilities, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Premises upon which multi-family facilities, hotels, and motels are operated shall be deemed to be commercial premises.

**"Community Composting"** means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

**"Compactor"** means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two to eight cubic yard bin compactors serviced by front-end loader collection vehicles and 10 to 40 cubic yard roll-off box compactors serviced by roll-off collection vehicles.

**"Complaint"** shall mean each written or orally communicated statement made to City or Contractor alleging: (1) non-performance or deficiencies in Contractor's performance of this Agreement; (2) a violation by Contractor of this Agreement; or, (3) a non-compliance with SB 1383.

## **EXHIBIT A DEFINITIONS**

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**“Compostable Plastics” or “Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for compostability.

**“Composting” or “Compost”** means a controlled biological decomposition of organic materials yielding a safe and nuisance free compost product.

**“Construction and Demolition Debris (C&D)”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste. Construction and demolition debris includes rocks, soils, tree remains, and other yard trimmings that result from land clearing or land development operations in preparation for construction.

**“Consumer Price Index” or “CPI”** means the Consumer Price Index for all Urban Consumers (CPI-U) CUURS49ASA0, Los Angeles-Long Beach-Anaheim, All Items.

**“Containers”** mean bins, carts, compactors, and roll-off boxes.

**“Contractor”** means Republic Waste Services of Southern California, LLC, a Delaware limited liability company (formerly known as Taormina Industries, LLC), which is a wholly owned subsidiary of Republic Services, Inc. and does business as Brea Disposal.

**“County”** means the County of Orange, a political subdivision of the State of California.

**“County Agreement”** means the Waste Disposal Agreement set forth in Exhibit K.

**“CPRA”** means California Public Records Act (Government Code Section 7920.000 et seq.).

**“Curb” or “Curbside”** means the cornered edging between the street and sidewalk. Curb or curbside also means and describes the location of a collection container for pick-up, where such container is placed on the street or alley against the face of the curb, or where no curb exists, the container is placed not more than five feet from the outside edge of the street or alley nearest the property’s entrance.

**“Customer”** means the person whom Contractor or City submits its billing invoice to and collects payment from for collection services provided to a premises. The customer may be either the occupant or owner of the premises.

**“Customer Type”** means the customer’s sector category. Customer type includes single-family, multi-family, commercial, roll-off box, and City.

**“Designated Disposal Facility”** means a landfill disposal facility owned and operated by the County.

**“Designated Waste”** means either of the following:

- A. Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Health and Safety Code Section 25143.
- B. Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable

## **EXHIBIT A DEFINITIONS**

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water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

**"Director"** means the Brea Director of Maintenance Services or such person's designee.

**"Discarded Materials"** means recyclable materials, organic materials, and solid waste placed by a generator in a receptacle and/or at a location for the purposes of collection by Contractor, excluding excluded waste.

**"Disposal" or "Dispose"** means the final disposition of solid waste or processing residue at a disposal facility.

**"Disposal Facility"** means a landfill or other facility for ultimate disposal of solid waste.

**"Divert" or "Diversion"** means to prevent discarded materials from disposal at landfill or transformation facilities (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, recycling, composting, anaerobic digestion, or other method of processing. Diversion is a broad concept that is to be inclusive of material handling and processing changes that may occur during the term of this Agreement including changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce disposal risk, decrease costs, and/or are for other reasons deemed desirable by City.

**"DMV"** means California Department of Motor Vehicles.

**"Dwelling Unit"** means any individual living unit in a single-family dwelling or multi-family dwelling structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

**"Edible Food"** means food intended for human consumption. Edible food is not solid waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code (Health & Safety Code § 11700 et seq.).

**"E-Waste"** means discarded electronic equipment including televisions, computer monitors, CPUs, laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some e-waste or components thereof may be hazardous waste or include hazardous substances and thus require special handling, processing, or disposal.

**"Excluded Waste"** means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of applicable law, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; and, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise expose Contractor or City to potential liability. Excluded waste does not include de minimis volumes or concentrations of waste of a type and amount normally

## **EXHIBIT A DEFINITIONS**

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found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of batteries and paint in compliance with Public Resources Code Sections 41500 and 41802. Excluded Waste also does not include used motor oil and filters or household batteries when properly placed for collection by Contractor.

**“Flow Control”** means City’s right to direct discarded materials to a facility of its choosing.

**“Food Recovery”** means actions to collect and distribute food for human consumption that otherwise would be disposed.

**“Food Recovery Organization”** means an entity that primarily engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities. Food recovery organization includes:

- A. A food bank as defined in Health and Safety Code Section 113783.
- B. A nonprofit charitable organization as defined in Health and Safety Code Section 113841.
- C. A nonprofit charitable temporary food facility as defined in Health and Safety Code Section 113842.

**“Food Recovery Service”** means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

**“Food Scraps”** means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, and other compostable organic waste common to the occupancy of residential dwellings. Food scraps are a subset of food waste.

**“Food-Soiled Paper”** means compostable paper material that has come in contact with food scraps or liquid. Food-soiled paper includes compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

**“Food Waste”** means source separated food scraps, food-soiled paper, and compostable plastics. Food waste is a subset of organic materials.

**“Generator”** means any person whose act or process produces discarded materials, or whose act first causes discarded materials to become subject to regulation.

**“Gray Container”** means a container where either: (a) the lid of the container is gray or black in color; or, (b) the body of the container is entirely gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a gray container may be any color. Gray containers shall be used for the purpose of storage and collection of gray container waste.

**“Gray Container Waste”** means solid waste that is collected in a gray container that is part of a three- or four-container organic waste collection service that prohibits the placement of organic waste in the gray container.

## **EXHIBIT A DEFINITIONS**

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**"Green Container"** means a container where either: (a) the lid of the container is green in color; or, (b) the body of the container is green in color and the lid is green, gray, or black in color. Hardware such as hinges and wheels on a green container may be any color. Green containers shall be used for the purpose of storage and collection of source separated green container organic waste, which includes green waste and organic waste.

**"Gross Receipts"** shall mean and include all monies, fees, charges, consideration, and revenue received by Contractor in connection with the performance of this Agreement except as noted below. Except as provided in the following sentences, in calculating the total amount of gross receipts, no deductions or subtractions of any kind shall be made by Contractor in determining gross receipts pursuant to this Agreement such as: fines, penalties, claims, settlements, and judgments; or, any other cost of doing business. Gross receipts do not include the City residential maintenance fee or revenue received from the sale of recyclables

**"GTCL"** means the Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02).

**"Hazardous Substance"** means any of the following: (a) any substances defined, regulated, or listed (directly or by reference) as "hazardous substances," "hazardous materials," hazardous wastes," "toxic waste," "pollutant," or "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) CERCLA; (ii) the Hazardous Materials Transportation Act (49 USC § 1802 et seq.); (iii) the Resource Conservation and Recovery Act (42 USC § 6901 et seq.); (iv) the Clean Water Act (33 USC § 1251 et seq.); (v) Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act (42 USC § 7901 et seq.); and, (vii) Water Code Section 13050; and, (b) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable law including friable asbestos, PCBs, petroleum, natural gas, and synthetic fuel products, and by-products.

**"Hazardous Waste"** means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Health and Safety Code Sections 25110.02, 25115, and 25117 or identified and listed as hazardous waste by the U.S. Environmental Protection Agency. Hazardous waste includes household hazardous waste and medical waste. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "hazardous waste" shall be construed to have the broader, more encompassing definition.

**"Holiday"** means any of the following: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, Christmas Day.

**"Household Hazardous Waste" or "HHW"** means hazardous waste generated at residential premises. HHW includes paint, stain, varnish, thinner, adhesives, auto products (such as old fuel, used motor oil and filter), batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

**"Infectious Waste"** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5.



## **EXHIBIT A DEFINITIONS**

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**“Mulch”** means a layer of material that is applied on top of soil and that satisfies all of the following criteria:

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of facilities:
  - 1. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10). This criteria disallows mulch produced from chipping and grinding operations to count toward fulfillment of City’s annual organic waste product procurement target.
  - 2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12.
  - 3. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR, Division 2.

**“Multi-Family,” “Multi-Family Dwelling,” or “MFD”** means any residential premises, other than a single-family premises, with five or more dwelling units used for residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with commercial establishments, that receive centralized, shared, collection service for all units on the premises that are billed to one customer at one address. Customers residing in townhouses, mobile homes, condominiums, or other structures with five or more dwelling units who receive curbside cart service for refuse, recycling, and organic materials shall not be considered multi-family.

**“OAL”** means California Office of Administrative Law.

**“Occupant”** means a person who lawfully occupies a premises.

**“Organic Material” or “Organics”** means yard trimmings and food waste. No discarded material shall be considered to be organic material, however, unless it is separated from recyclable material and solid waste. Organic material is a subset of organic waste.

**“Organic Waste”** means wastes containing material originated from living organisms and their metabolic waste products including food, yard trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46).

**“Owner”** means the person(s) holding legal title to real property. Owner includes the person(s) listed on the latest equalized assessment roll of the County Assessor.

**“Party” or “Parties”** means the City and Contractor, individually or together.

**“Person”** means an individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, commercial entity, public agency, or other legal entity.

## **EXHIBIT A DEFINITIONS**

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**“Premises”** means any land or building where recyclable material, organic material, or solid waste is generated or accumulated.

**“Processing” or “Process”** means to prepare, treat, or convert through some special method.

**“Processing Facility”** means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting recyclable material or reusable material for the purpose of making such material available for recycling or reuse or the facility for the processing and/or composting of organic material.

**“Prohibited Container Contaminants”** means the following: (i) discarded materials placed in the blue container that are not identified as acceptable recyclable material for City’s collection program; (ii) discarded materials placed in the green container or brown container that are not identified as acceptable organic materials for City’s collection program; (iii) discarded materials placed in the gray container that are acceptable recyclable material and/or organic materials to be placed in the blue container, green container, or brown containers or otherwise managed under City’s collection program; and, (iv) special waste and excluded waste placed in any container.

**“Proprietary Information” or “Proprietary” or “Confidential”** means that information provided by Contractor to City that is exempt from disclosure under the CPRA as a trade secret. Proprietary information does not include Contractor’s customer lists or information required for reporting purposes to be submitted to City in any report specified in this Agreement.

**“Public Street”** means all City-owned and maintained paved areas between the normal curb line of a roadway, including public parking lots, roadway dividers, and medians.

**“Putrescible Waste”** means material capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gasses, or other offensive conditions, and include materials such as food wastes and offal.

**“Rate”** means the maximum amount, expressed as a dollar unit, approved by City that Contractor may bill a customer for providing services under this Agreement. A rate has been established for each individual service level and the initial rates for Rate Period Zero and Rate Period One are set forth in Exhibit D.

**“Rate Period”** means a 12-month period commencing July 1 and concluding the following June 30.

**“Recyclable Material” or “Recyclables”** means those discarded materials that the generators set out in recyclables containers for collection for the purpose of recycling by Contractor and that exclude excluded waste. Discarded materials shall not be considered recyclable material unless such material is separated from organic material and solid waste. Recyclable material includes: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, and Tyvex non-tearing paper envelopes); chipboard; corrugated cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or

## **EXHIBIT A DEFINITIONS**

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bi-metal cans; mixed plastics such as plastic containers (numbers one to seven), plastic six and EPS; bottles including containers made of HDPE, LDPE, or PET; and, those materials added by Contractor from time to time.

**“Recycle” or “Recycling”** means the process of sorting, cleansing, treating, and reconstituting at a recyclable materials processing facility, materials that would otherwise be disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

**“Related-Party Entity”** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are related to Contractor by virtue of ownership interests or common management. Related-party entities shall be limited to those businesses that are directly or indirectly involved in the Contractor’s performance of this Agreement. Related-party entity includes a business in which Contractor has an ownership interest, a business that has an ownership interest in Contractor, and a business that is also owned, controlled, or managed by any person that has an ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of 26 U.S.C. Section 318(a) shall apply; provided, however, (i) “ten percent” shall be substituted for “fifty percent” in Section 318(a)(2)(C) and in Section 318(a)(3)(C); and, (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this Paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than 10% shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value that the ownership interest represents, whichever is greater.

**“Renewable Natural Gas” or “RNG”** means gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

**“Residential”** means of, from, or pertaining to a single-family premises or multi-family premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

**“Residue”** means those materials that, after processing, are disposed rather than recycled due to either the lack of markets for materials or the inability of the processing facility to capture and recover the materials.

**“Reusable Material”** means items that are capable of being used again after minimal processing. Reusable material may be collected, source separated, or recovered through a processing facility.

**“Roll-Off Box”** means an open-top container with a capacity of 10 to 40 cubic yards that is serviced by a roll-off collection vehicle.

**“SB 54”** means Senate Bill 54 (2022).

**“SB 1383”** means Senate Bill 1383 (2016).

## **EXHIBIT A DEFINITIONS**

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**“Self-Hauler” or “Self-Haul”** means a person who hauls discarded materials, recovered material, or any other material that such person generates at its own premises to another person. Self-Hauler also includes a person who back-hauls waste from premises it owns and operates.

**“Service Level”** refers to the size of a customer’s container(s) and the frequency of collection service.

**“Sharps”** means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

**“Single-Family” or “SFD”** means any detached or attached house or residence designed or used for occupancy by one family, provided that collection service feasibly can be provided to such premises as an independent unit. Single-family includes mobile homes, townhouses, and each independent unit of duplex, tri-plex, or four-plex residential structures, regardless of whether each unit is separately billed for its specific service level. Customers residing in townhouses, mobile homes, condominiums, or other structures with five or more dwelling units who receive curbside cart service for refuse, recycling, and organic materials shall not be considered single-family.

**“Solid Waste”** means solid waste as defined in Public Resources Code Section 40191. Solid waste does not include excluded waste, C&D, source separated recyclable material, source separated organic material, and radioactive waste. Solid waste may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Public Resources Code Sections 41500 and 41802. Solid waste includes salvageable materials only when such materials are included for collection in a solid waste container not source separated from solid waste at the site of generation.

**“Source Separated”** means the segregation, by the generator, of materials designated for separate collection for some form of recycling, composting, recovery, or reuse.

**“Special Waste”** shall mean solid waste that does not fit the collection criteria and specifications stated in this Agreement.

**“Split-Bin”** means a bin that is split or divided into two sections in order to segregate two source separated discarded material types in one container.

**“State”** means the State of California.

**“Subcontractor”** means a person who has entered into a contract with Contractor for the performance of an act that is necessary for Contractor’s fulfillment of its obligations under this Agreement. Subcontractor does not include vendors providing materials and supplies to Contractor.

**“Tier One Commercial Edible Food Generator”** means a commercial edible food generator that is one of the following:

- A. Supermarket.
- B. Grocery store with a total facility size equal to or greater than 10,000 square feet.

## **EXHIBIT A DEFINITIONS**

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- C. Food service provider.
- D. Food distributor.
- E. Wholesale food vendor.

**“Tier Two Commercial Edible Food Generator”** means a commercial edible food generator that is one of the following:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large venue.
- E. Large event.
- F. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to 2,000 standard pounds where each pound contains 16 ounces.

**“Townhouse”** means an attached or semi-attached single-family premises within a group of attached or semi-attached single-family premises, regardless of whether the premises is billed individually or through a central account (e.g., homeowner association, property manager), wherein each unit maintains an individual collection service subscription, as determined in writing by the City Manager.

**“Transfer”** means the act of transferring the materials collected by Contractor in its route vehicles into larger vehicles for transport to other facilities for the purpose of recycling or disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying collected materials from one location to another.

**“Universal Waste” or “U-Waste”** means all wastes as defined by Title 22 CCR Sections 66273.1 through 66273.9. Universal waste includes batteries, fluorescent light bulbs, mercury switches, and e-waste.

**“Working Days”** means days that Contractor is required to provide regularly scheduled collection services under this Agreement.

**“Yard Trimmings”** means green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic material resulting from normal yard and landscaping maintenance. Yard trimmings does not include excluded waste. Yard trimmings are a subset of organic material. Yard trimmings placed for collection may not exceed six inches in diameter and three feet in length and must fit within the Contractor-provided container.

**EXHIBIT B:**  
**DIRECT SERVICES**

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## **EXHIBIT B: DIRECT SERVICES**

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The following Exhibits (B1 through B4) describe the programs that, in aggregate, represent the direct services to be performed under this Agreement by Contractor.

Each of the following Exhibits (B1 through B4) present the programs to be provided to each customer type by Contractor. Within each program description are specific requirements for the:

- Type and size of containers or service level to be offered by Contractor under each program.
- Frequency of service to be offered by Contractor to customers.
- Location of service, including an indication of whether or not additional charges may apply if a customer selects a location that is more costly to serve (e.g., back-yard service).
- Materials that are acceptable or prohibited within the program.
- Provision of additional services to the customer if the standard service levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply.
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B4 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.



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**EXHIBIT B1:**  
**SINGLE-FAMILY RESIDENTIAL SERVICES**

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## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

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#### **1. Recyclable Materials Collection**

Contractor shall collect recyclable materials placed in Contractor-provided containers one time per week from single-family customers and transport all recyclable materials to the approved recyclable materials processing facility for processing.

<b>Containers:</b>	Carts
<b>Container Sizes:</b>	64- and 96-gallons (or comparable sizes approved by City). Standard container size is 96-gallon. 64-gallon service shall be made available for no reduction in charge, upon request by customer.
<b>Service Frequency:</b>	One time per week on the same day as organic materials and solid waste collection services
<b>Service Location:</b>	Curbside or alley
<b>Acceptable Materials:</b>	Recyclable materials
<b>Prohibited Materials:</b>	Solid waste, organic materials, special waste, and excluded waste
<b>Additional Service:</b>	Single-family customers shall receive one recyclable materials cart standard and may request an unlimited number of additional recyclable materials carts at no additional charge.
<b>Other Requirements:</b>	Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

#### **2. Organic Materials Collection**

Contractor shall collect organic materials placed in Contractor-provided carts one time per week from single-family customers and transport all organic materials to the approved organic materials processing facility for processing.

<b>Containers:</b>	Carts
<b>Container Sizes:</b>	32-, 64-, and 96-gallons (or comparable size approved by City). Standard container size is 96-gallon. 64- or 32-gallon service shall be made available for no reduction in charge, upon request by customer.
<b>Service Frequency:</b>	One time per week on the same day as recyclable materials and solid waste collection services
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Organic materials (including yard trimmings and food waste)
<b>Prohibited Materials:</b>	Recyclable materials, solid waste, special waste, and excluded waste
<b>Additional Service:</b>	Single-family customers shall receive one organic materials cart standard. Contractor shall provide additional organic materials carts to single-family customers upon request and may charge the appropriate rate approved by City.

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

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**Other Requirements:** Contractor shall make available, to all single-family customers, kitchen pails for customer purchase at the rate in the approved rate schedule. City shall approve kitchen pail specifications prior to ordering and distribution. Upon City request, Contractor will make available pails that are provided by City at Contractor's facilities located in Anaheim for pick-up by customers. Contractor may request identification to confirm City residency.

If the approved organic materials processing facility accepts compostable plastic bags, single-family customers may place organic materials in compostable plastic bags and then place the bagged organic materials into their organic materials carts for collection. Such bags must be labeled as "compostable" by the manufacturer and certified by BPI. Contractor shall submit the required compostable plastic processing notifications in accordance with Section 5.1.I and Exhibit F.

Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to Customers, recording at a minimum the date, customer address, and material type of the container in question.

#### **3. Solid Waste Collection**

Contractor shall collect solid waste placed in Contractor-provided carts one time per week from single-family customers and transport all solid waste to the designated disposal facility for disposal.

**Containers:** Carts

**Container Sizes:** 32-, 64-, and 96-gallons (or comparable sizes approved by City). Standard Container size is 96-gallon. 64- or 32-gallon service shall be made available for no reduction in charge, upon request by customer.

**Service Frequency:** One time per week on the same day as recyclable materials and organic materials collection services

**Service Location:** Curbside

**Acceptable Materials:** Solid waste

**Prohibited Materials:** Recyclable materials, organic materials, special waste, and excluded waste

**Additional Service:** Contractor shall provide additional solid waste carts to single-family customers upon request and may charge the appropriate rate approved by City.

**Other Requirements:** None

#### **4. On-Call Bulky Goods/Reusable Materials Collection**

Contractor shall collect bulky goods, reusable materials, and other materials described herein from single-family customers. Contractor shall transport all collected materials to the appropriate approved facility or designated disposal facility for reuse, processing, or disposal.

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

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<b>Containers:</b>	Not applicable
<b>Service Level:</b>	Up to 20 bulky goods/reusable materials
<b>Service Frequency:</b>	Three pick-ups per year per household. A customer is allowed up to three bulky item pick-up requests in a calendar year. Any request after a third pick-up is subject to additional pick-up charges outlined in Exhibit D.
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Reusable materials, bulky goods, recyclable materials, yard trimmings, e-waste, and solid waste
<b>Prohibited Materials:</b>	Food scraps, hazardous substances, abandoned automobiles, trees, excluded waste, electronic waste, construction and demolition waste including roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, or any single item (e.g., large auto parts, etc.) that two people cannot safely handle.
<b>Additional Service:</b>	Contractor shall collect additional acceptable materials (as described herein) that exceed the required service level (as requested by customer) and may charge the appropriate rates approved by City for such additional service.
<b>Other Requirements:</b>	Contractor shall provide the service to the customer within a reasonable time but not longer than seven days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and if none of the other options are practicable; then, (4) dispose.

#### **5. Holiday Tree Collection**

Annually, commencing the day after December 25 and three weeks thereafter, Contractor shall collect holiday trees from single-family customers. Customers are required to place the holiday trees curbside on the customer's regularly scheduled collection day. Holiday trees must be removed from stands; cut into lengths no longer than four feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. Contractor shall not be required to collect holiday trees that do not meet such criteria. Contractor shall affix a non-collection notice to any non-collected tree informing the customer of the reason(s) for non-collection. Contractor may charge City-approved rates to return and collect a previously non-collected holiday tree that has been corrected and set out. Contractor shall deliver all collected holiday trees to the approved organic materials processing facility for processing.

Holiday tree collection services shall be provided at no additional cost to City or the customer.

#### **6. Alternative Service Location for Disabled Single-Family Customers**

Contractor shall allow for persons that have a disability as defined by the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213 and 27 U.S.C. §§ 225 and 611, and all regulations relating thereto) that are occupants of single-family premises to receive collection services at a location other than curbside at no extra charge to the customer. Contractor shall review all applications (which shall include statements from

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

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physicians) made by customers to determine conformance with this exemption provision and shall grant exemptions, if applicable. Contractor shall make reasonable accommodations with regard to provision of and servicing of containers (e.g., container size and type, placement of containers for collection) at no additional cost to the customer. In the event of a dispute as to whether or not a customer is entitled to this service, City shall make the final determination. Upon customer request, Contractor may make such alternative service locations available to single-family customers that do not have a disability (as defined herein) for an additional, City-approved rate.

#### **7. Sharps Collection Program**

Contractor shall assist City in promoting the County's Sharps Collection Program, including advertising the event on Contractor's website.

#### **8. Temporary Bin Service**

Contractor shall provide exclusive temporary bin service to customers upon request for collection of solid waste, recyclable materials, and organic materials. Contractor shall deliver a temporary bin to a customer by the following business day, if requested by 12:00 p.m.; otherwise, delivery shall be no later than the second business day. Rates for temporary bin service are listed separately in the approved rate schedule.

#### **9. Curbside Grease Collection Program**

If ever required by the applicable sanitation district or other regulatory agency, Contractor shall design a program for the collection of grease, fat, oils, and similar waste generated from household cooking activities (the "Curbside Grease Collection Program") that the City Manager approves. Contractor shall be responsible to ensure the Curbside Grease Collection Program complies with all applicable laws. At such time as a Curbside Grease Collection Program is implemented and in order to ensure that Contractor is fairly compensated for any additional costs incurred in implementing such a program, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit D in order to compensate Contractor for implementing such a program.

#### **10. Residential Non-Controlled Medication Collection Program**

Contractor shall assist City in increasing awareness of medication takeback programs provided by local pharmacies or programs offered by other government entities, including the Brea Police Department's annual medication take-back day. Promotional activities shall include posting on Contractor's website, inclusion in the annual brochures/mailings mailed to each residential premises customer, and press releases to local news outlets.

#### **11. Household Hazardous Contaminant Program**

Contractor shall assist City in increasing awareness of the County's drop-off locations for HHW, including drop-off at Contractor's Anaheim (CVT) and Huntington Beach facilities. Promotional activities shall include posting on Contractor's website, inclusion in the annual brochures/mailings mailed to each residential premises customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

#### **12. Solid Waste Extra Collection**

Upon customer request and prepayment of the rate included in the rate schedule, Contractor shall return to service and collect all three residential carts (organics materials, recycling, and refuse carts).

**EXHIBIT B2:**  
**MULTI-FAMILY RESIDENTIAL SERVICES**

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## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

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#### **1. Recyclable Materials Collection**

Contractor shall collect recyclable materials placed in Contractor-provided containers from multi-family customers receiving solid waste bin service in accordance with the approved rate schedule and shall transport all recyclable materials to the approved recyclable materials processing facility for processing. Recyclable materials collection services shall be provided to multi-family customers in accordance with the approved rate schedule.

- Containers:** Container sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer, subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises.
- Acceptable Materials:** Recyclable materials
- Prohibited Materials:** Organic materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency. Contractor shall deliver recyclable materials containers to each multi-family customer at the same time that Contractor delivers solid waste containers.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and service containers (additional charge may apply).
- Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

#### **2. Organic Materials Collection**

Contractor shall collect organic materials in Contractor-provided containers not less than one time per week (unless a customer has a City-approved organic materials waiver) from multi-family customers and transport all organic materials to the approved organic materials processing facility for processing. Organic materials collection services shall be provided to multi-family customers receiving solid waste bin service in accordance with the approved rate schedule.

- Containers:** Container sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

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- Acceptable Materials:** Organic materials (including yard trimmings and food waste)
- Prohibited Materials:** Recyclable materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at an approved additional charge.
- Other Requirements:** Contractor shall make available for purchase kitchen pails designed to contain food scraps prior to placement in the customer's organic materials container to all multi-family dwelling units at rates in the approved rate schedule. City shall approve kitchen pail specifications prior to ordering and distribution.
- Upon City or customer request, Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency. Contractor shall deliver organic materials containers to each multi-family customer at the same time that Contractor delivers solid waste containers.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply).
- Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

### **3. Solid Waste Collection**

Contractor shall collect solid waste placed in Contractor-provided containers not less than one time per week from multi-family customers and transport all solid waste to the designated disposal facility for disposal.

- Containers:** Container sizes and service frequencies as defined in Exhibit D.
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises.
- Acceptable Materials:** Solid waste
- Prohibited Materials:** Recyclable materials, organic materials, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and service containers (additional charge may apply).

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

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#### **4. Bulky Good/Reusable Materials Collection**

Contractor shall collect bulky goods, reusable materials, and other materials described herein from multi-family customers. Contractor shall transport all collected materials to the appropriate approved facility for reuse, processing, or disposal.

<b>Containers:</b>	Not applicable
<b>Service Level:</b>	Multi-family premises with cart service receive the same service level as single-family, see Exhibit B1.4. Multi-family premises with bin service may request bulky good pick-ups at the rates identified in Exhibit D, see Exhibit B3.5.
<b>Service Frequency:</b>	Multi-family premises with cart services – same as single-family. Multi-family with bin service – by request at rates identified in Exhibit D. Twenty item limit per collection based on rates identified in Exhibit D.
<b>Service Location:</b>	Curbside for multi-family premises with cart services. For multi-family premises with bin service, after a confirmed acknowledgment by Contractor of the bulky item pick-up request by the customer, the item(s) to be removed shall be set out near the actively serviced location of the customers container(s) or enclosure. The item(s) placed near the container(s) or enclosure shall be set out in a manner that is unobstructed from objects unrelated to the bulky item requested to be removed and shall be placed in a manner that can safely be extracted from the set-out location by hand. Any bulky items set out that are obstructed or cannot be safely extracted may not be removed from the setout location.
<b>Acceptable Materials:</b>	Reusable materials, bulky goods, recyclable materials, yard trimmings, electronic waste, and solid waste
<b>Prohibited Materials:</b>	Food scraps, hazardous substances, abandoned automobiles, trees, excluded waste, electronic waste, construction and demolition waste including roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, or any single item (e.g., large auto parts, etc.) that two people cannot safely handle.
<b>Additional Service:</b>	N/A
<b>Other Requirements:</b>	Contractor shall provide the service to the customer within seven working days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Customer may request pick-up of a maximum of 20 bulky goods at each pick-up. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and, if none of the other options are practicable, (4) dispose.

#### **5. Holiday Tree Collection**

Annually, commencing the day after December 25 and three weeks thereafter, or as otherwise approved by the City Manager, Contractor shall provide collection services as needed to collect holiday trees from multi-family customers at a mutually agreed upon time, date, and designated collection location, as

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

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arranged by the Contractor and each multi-family property owner or manager. Contractor shall offer each multi-family property owner or manager the option to receive holiday tree collection service in bins or roll-off boxes, which Contractor shall provide for such service.

Holiday trees must be removed from stands; cut into lengths no longer than four feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. Contractor shall not be required to collect holiday trees that do not meet the aforementioned criteria and/or are not placed at the agreed upon collection location, container, and time period. Contractor shall affix a non-collection notice to any non-collected holiday tree informing the customer of the reason(s) for non-collection.

**EXHIBIT B3:**  
**COMMERCIAL SERVICES**

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## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

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#### **1. Recyclable Materials Collection**

Contractor shall collect recyclable materials placed in Contractor-provided containers from commercial customers subscribing to recyclable materials collection service and transport all recyclable materials to the approved recyclable materials processing facility for processing. Recyclable materials collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Upon City or customer request, Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency. Contractor shall deliver recyclable materials containers to each commercial customer at the same time that Contractor delivers solid waste containers, unless that commercial customer is exempted from recyclable materials services by City or has demonstrated to City that it is diverting recyclable materials through subscription with another City-approved hauler, or other City-approved method.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply as determined in Exhibit D).
- Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

#### **2. Organic Materials Collection**

Contractor shall collect organic materials placed in Contractor-provided containers not less than one time per week from commercial customers and transport all organic materials to the approved organic materials processing facility for processing. Organic materials collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D



## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

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- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises.
- Acceptable Materials:** Organic materials (including yard trimmings and food scraps)
- Prohibited Materials:** Recyclable materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency. Contractor shall deliver organic materials containers to each commercial customer at the same time that Contractor delivers solid waste containers, unless that commercial customer is exempted from organic materials services by City or has demonstrated to City that it is diverting organic materials through subscription with another City-approved hauler, or other City-approved method.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply as determined in Exhibit D).
- Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

### **3. Solid Waste Collection**

Contractor shall collect solid waste placed in Contractor-provided containers not less than one time per week from commercial customers and transport all solid waste to the designated disposal facility for disposal. Solid waste collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises.
- Acceptable Materials:** Solid waste
- Prohibited Materials:** Recyclable materials, organic materials, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.

## **EXHIBIT B3**

### **COMMERCIAL SERVICES**

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**Other Requirements:** Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency.

Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply).

#### **4. Temporary Bin Service**

Contractor shall provide exclusive temporary bin service to customers upon request for collection of solid waste, recyclable materials, and organic materials. Contractor shall deliver a temporary bin to a customer by the following business day, if requested by 12:00 pm; otherwise, delivery shall be no later than the second business day. Rates for temporary bin service are listed separately in the approved rate schedule.

#### **5. Bulky Good/Reusable Materials Collection**

Contractor shall collect bulky goods, reusable materials, and other materials described herein from commercial customers at the rates included in Exhibit D. Contractor shall transport all collected materials to the appropriate approved facility for reuse, processing, or disposal.

**Containers:** Not applicable

**Service Level:** Commercial premises may request bulky good pick-ups at the rates identified in Exhibit D. Twenty item limit, per collection, based on rates identified in Exhibit D.

**Service Frequency:** There is no limit on the amount of requests with collection provided at rates identified in Exhibit D.

**Service Location:** Default is curbside for commercial premises, or if curbside is not applicable or causes safety concerns location will be at mutually agreed upon location by customer and Contractor.

**Acceptable Materials:** Reusable materials, bulky goods, recyclable materials, yard trimmings, electronic waste, and solid waste

**Prohibited Materials:** Food scraps, hazardous waste, abandoned automobiles, trees, excluded waste, special waste, or any single item (e.g., large auto parts) that exceeds 200 pounds in weight

**Additional Service:** N/A

**Other Requirements:** Contractor shall provide the service to the customer within seven working days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Customer may request pick-up of a maximum of 20 bulky goods at each pick-up charged at rates in Exhibit D. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and, if none of the other options are practicable, (4) dispose.

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**EXHIBIT B4:**  
**CITY AND COMMUNITY SERVICES AND DATA**

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## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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#### **1. Services to City Facilities**

Contractor shall collect recyclable materials, organic materials, bulky goods, and solid waste from City facilities, including collection of street sweeping solid waste, in the same manner as those services are provided to commercial customers and shall provide designated personnel in accordance with Section 6.7.D. Contractor shall provide service to all existing City facilities identified in Exhibit B4 as well as any future City facilities established after the Effective Date. Contractor shall provide these services at no additional cost to City. City facility service as described by this Section shall include unlimited roll-off box collection service, including construction and demolition roll-off boxes to support City construction and demolition projects, and periodic bulky goods collection. Contractor shall deliver roll-off boxes within 24 hours of City request. Contractor shall collect, empty, and return roll-off boxes within 24 hours of City request. Contractor shall remove and not return roll-off boxes within 24 hour of City request.

#### **2. Emergency Services**

Contractor shall provide and maintain a current emergency list of responsible personnel to be contacted in the event of an emergency. Contractor shall provide emergency services (i.e., special collections, transport, processing, and disposal) at the request of the City Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within 24 hours of notification by the City Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services that exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service rates approved under this Agreement. City shall have discretion in the method of such compensation between direct payments by City and allowing such costs to be considered in the adjustment of rates for the following rate period.

#### **3. Shredding Event(s)**

Contractor shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one time per calendar year at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the City Manager and shall be for a minimum of three hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Contractor shall reschedule the Shredding Event to a date, time, and location designated and approved by the City Manager. The Shredding Event shall be conducted at Contractor's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the City Manager. Prior to each Shredding Event, Contractor shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event and shall procure all necessary insurance coverage. Contractor shall provide staff to assist with verifying residency, distributing educational materials, assisting with traffic control, and providing other opportunities of outreach/education to the community as determined by City staff. Each Shredding Event shall be designed to accommodate up to a maximum of five "Bankers" boxes of paper or other media suitable for shredding from each residential and multi-family premises customer that is participating in the Shredding Event. Participants are allowed to observe the shredding of their materials during the Shredding Event. Contractor shall publicize each Shredding Event through methods, and using materials, approved by the City Manager, at no cost to City.

## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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#### **4. Procurement of Organic Waste Products**

- A. **Annual Requirements.** Contractor shall assist City to procure sufficient California derived compost, mulch, and/or renewable natural gas to meet City's requirement for recovered organic waste products of 0.08 tons per capita per year as specified in SB 1383.

Contractor shall annually perform the following activities:

1. **Compost/Mulch Give-Away Events.** Contractor shall distribute an annual total of at least 20 tons (or a higher amount, if requested by the City) of compost and/or mulch to Brea residents at no additional cost to City or customers at one public compost/mulch give-away event per contract year (such that Contractor shall provide at least 500 bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the loose or bagged compost/mulch to the agreed-upon event location at no cost to City. Contractor shall provide at least one attendant for at least six hours per event. Any compost and or mulch given away to the community through this program shall count towards Contractor's obligations to provide City with the amount of organic waste products required under SB 1383.
  2. **Use of RNG.** Contractor shall use reasonable business efforts to use California-derived renewable natural gas in collection vehicles and provide City the necessary SB 1383 implementation record documentation if RNG is utilized.
- B. **Other Requirements.** City will notify Contractor by January 1 of each calendar year if any further assistance will be requested by the Contractor to support the City in achieving the City's SB 1383 organic waste procurement requirements in addition to the annual requirements in Section 4.A of this Exhibit B4 above. Possible support includes, but is not limited to the following:
1. **Bulk Compost and/or Mulch.** If requested by City, Contractor shall provide bulk compost, mulch, or both to assist City to achieve City's recovered organic waste product purchasing requirements. City will notify Contractor of City's needs for delivery of compost, mulch, or both, each calendar year by January 1 or with a minimum of two weeks' notice for sudden requests to allow Contractor time to make the necessary arrangements. City requests shall include the desired tonnage of each material type and location for delivery. Contractor shall deliver compost, mulch, or both, at an agreed upon date and time by the City Manager to any mutually agreed upon location within City limits. City will review the quality specifications provided by Contractor of the selected material type for any given application. Contractor shall be entitled to compensation for actual costs of providing compost and mulch. Contractor shall provide City with copies of supporting documentation, such as invoices from compost/mulch producers, for the purchase of compost/mulch, and transportation invoices from providers that deliver the compost/mulch. City shall remit compensation directly to Contractor through payment of monthly invoices submitted by Contractor.
  2. **Other SB 1383 Compliant Methods.** If requested by the City, Contractor, as part of the City's annual procurement support request, may utilize other methods approved by CalRecycle or applicable law to assist the City to achieve the procurement requirements including provision of organic material to third parties through direct service provider agreements, purchase of

## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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procurement compliance attributes, or other methods of compliance that are approved by CalRecycle. Contractor shall provide City with copies of supporting documentation, such as invoices from third parties, for these arrangements, and any other information required for inclusion in the City's SB 1383 implementation record. City shall remit compensation directly to Contractor through payment of monthly invoices submitted by Contractor.

- C. **SB 1383 Procurement.** All RNG, compost, mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California organic waste products, as defined by SB 1383 for each applicable material type.
- D. **Contractor Warranty of Recovered Organic Waste Products.** Contractor shall provide assurance through the execution of a liability waiver stating that all recovered organic waste products provided by Contractor and used within Brea are free from pathogens and inorganic waste material that may be harmful to the health and welfare of City and its constituents and also meet standards of CalRecycle and the United States Composting Council guidelines requiring testing demonstrating that fecal coliform levels of less than 1,000 MPN per gram of dry compost or Salmonella less than three MPN per four grams of dry compost. Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered organic waste products provided by Contractor, as set forth in Article 10.

#### **5. News Media Relations**

Contractor shall notify City by e-mail of requests for news media interviews specifically related to the City's collection services program within 24 hours of Contractor's receipt of the request. Whenever reasonably possible given time constraints and conditions, before responding to any media inquiries involving controversial City issues or any issues regarding City's services, Contractor shall contact City to discuss its proposed response with the City.

If reasonable and feasible under the circumstances, copies of draft news releases or proposed newspaper articles related to the provision of collection services under this Agreement shall be submitted to City for prior review and approval, except where Contractor is required by any law to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to City within five business days after publication.

#### **6. Waste Generation, Characterization, and Pilot Studies.**

Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor shall participate and cooperate with City and its agents and shall perform studies and data collection exercises on mutually agreeable terms and time frames, as needed, to determine weights, volumes, and composition of materials generated, disposed, diverted, or otherwise processed.

Contractor acknowledges that the County, in coordination with City, is required by SB 1383 to conduct organic waste and edible food capacity planning studies. Contractor shall provide information to City, as needed, for City's participation in such capacity planning studies. This information and/or participation



## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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may include: conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in Contractor's operations for the collection, transport, or processing of recyclable and organic materials; and, any other information deemed necessary by City or the County for purposes of the study. Contractor shall respond to any request for information from City within 30 days, unless another timeframe is otherwise specified or authorized by City.

Contractor acknowledges that City may wish to conduct and/or participate in pilot studies related to the customers and materials that are the subject of this Agreement. If City requires Contractor to participate in any such pilot study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way interfere with the collection and handling of the subject materials by other persons for such purposes.

#### **7. Illegally Dumped Bulky Goods.**

Contractor shall, at no additional charge, provide on-demand collection of illegally dumped bulky goods within two working days of City's request. The residential bulky goods collection vehicle may be used to collect illegally dumped bulky goods and the tonnage collected may be co-mingled with residential tonnage and charged to City at City's approved residential tonnage rate.

#### **8. Large Venue and Event Assistance, Event Recycling**

Contractor shall assist City planners of large venue events with reporting and planning needs to provide recycling and organics materials diversion, as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering disposal quantities generated at such events at no additional charge.

#### **9. Neighborhood and Other Community Cleanups**

Contractor shall supply the equivalent container capacity of up to seven 40-yard roll-off boxes and containers in additional sizes once per contract year for the collection of solid waste, recyclable materials, and organic waste for City-sponsored neighborhood cleanups, such as Love Brea cleanups or special cleanup details, at no additional charge to City or customers. Dates and locations of events shall be determined and approved by City. City staff shall inform Contractor of the date and location for each event. Additionally, Contractor shall supply two three-yard bins and cardboard event boxes for events throughout the year.

All material collected must be transferred, processed, and/or disposed of in accordance with SB 1383.

#### **10. City Sponsored Events**

Contractor shall provide solid waste, source separated recyclable materials, and source separated organic waste collection and disposal/processing service for City-sponsored events including the City-sponsored events included in this Exhibit B4 at no additional charge to City or customers. This shall include providing discarded material containers (carts, bins, roll-off boxes, and cardboard waste boxes with liners) to collect and dispose of, or process, all solid waste. Contractor shall provide containers for the collection of source separated recyclable materials, and source separated organic materials.

## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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#### **11. Bus Stop Public Litter Container Collection**

City collects discarded material from all public litter containers located at bus stops throughout Brea and delivers it to the City Yard. Contractor shall dispose of all discarded materials in the City Yard containers. Public litter containers are provided by City.

#### **12. Edible Food Recovery Programs**

##### **A. Food Recovery Assistance.**

1. Contractor shall assist City in identification of all commercial customers that meet the definition of tier one and tier two commercial edible food generators and provide a list of such customers to City, which shall include: customer name; service address; contact information; tier one or tier two classification; and, type of business (as it relates to the tier one and tier two commercial edible food generator definitions).
2. At least annually, Contractor shall provide commercial edible food generators with the following information:
  - a. Information about Contractor's and City's edible food recovery program.
  - b. Information about the commercial edible food generator requirements under 14 CCR Chapter 12 Article 10.
  - c. Information about food recovery organizations and food recovery services operating within Brea, and where a list of those food recovery organizations and food recovery services can be found.
  - d. Information about actions that commercial edible food generators can take to prevent the creation of food waste.
3. Contractor may provide the education information required by this Section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses.
4. Contractor shall cooperate with the implementation, expansion, or operation of food recovery efforts in Brea, food recovery organizations, and/or food recovery services.
5. Contractor shall provide collection and processing of organic materials at no additional cost to food recovery organizations.

## EXHIBIT B4

### CITY AND COMMUNITY SERVICES AND DATA

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#### Current City Facilities

Row	City Facility	Address
1	Brea Civic & Cultural Center	1 Civic Center Circle
2	Brea Community Center	695 E. Madison Way
3	Brea Museum and Heritage Center	495 S. Brea Blvd
4	Brea Plunge/City Hall Park	440 S. Walnut/401 S Brea Blvd
5	Brea Lions Scout Center	401 S. Brea Blvd
6	Fire Station #1	555 North Berry St
7	Fire Station #2	200 North Brea Blvd
8	Fire Station #3	2600 Santa Fe Rd
9	Fire Station #4	198 Olinda Pl
10	City Service Center	545 N Berry St
11	Olinda Oil Museum and Trail	4025 E Santa Fe Rd
12	Parking Structure #1	101 S Brea Blvd
13	Parking Structure #2	175 N Madrona Ave
14	Parking Structure #3	235 S Orange
15	Pioneer Hall	304 W Elm
16	Senior Center	500 Sievers Ave
17	Founders Park	777 Skyler Way
18	Arovista Park	500 W Imperial Hwy and 500 Sievers Ave
19	Greenbriar Park	Greenbriar Ln and S Associated Rd
20	Brea Sports Park	3333 E Birch St
21	Lagos de Moreno Park	322 E Birch St
22	Olinda Ranch Park	4001 Carbon Canyon Rd
23	Wildcatters Park	3301 E Santa Fe Rd
24	Wildcatters Dog Park	3450 E Santa Fe Rd
25	Tamarack Park	520 Tamarack Ave
26	Junior High Park	400 N Brea Blvd
27	City Hall Park	401 S Brea Blvd
28	Country Hills Park	180 N Associated
29	Birch Hills Golf Course	2250 E Birch St
30	Brea Creek Golf Course	501 W Fir St

## **EXHIBIT B4**

### **CITY AND COMMUNITY SERVICES AND DATA**

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#### **City Events List**

<b>Event Name</b>	<b>Attendance (People)</b>	<b>Frequency</b>
Nutcracker	Approximately 5,000	Annually, two consecutive days
Spring Craft Boutique	Approximately 3,000	Annually, two consecutive days
Public Works Open House	Approximately 1,000	Annually
Country Fair (4 <sup>th</sup> of July)	Approximately 5,000	Annually
Brea Fest	Approximately 5,000-7,000	Annually
Pet Expo	Approximately 2,000	Annually
Family Films	Approximately 1,000 between six films	Six / Year
Veterans Day	Approximately 700	Annually
Tree Lighting	Approximately 1,000	Annually
Love Brea/Go. Serve. Brea	Approximately 500	Annually
National Night Out	Approximately 2,000	Annually

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**EXHIBIT C:**  
**PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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## **EXHIBIT C**

### **PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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#### **1. General Administration**

City has placed the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for, and benefits of, source reduction, reuse, recycling, and composting. General provisions for public education and outreach are as follows:

- A. Within 30 days of the Effective Date and by December 15 of each following year during the term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by City and performed by Contractor under this Agreement. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, and identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, and a timeline for implementation. The City Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Manager. Contractor shall meet with the City Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to City reflect the needs of City staff and the City Council. The City Manager shall be allowed up to 60 calendar days after receipt to review and request modifications. The City Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to 15 business days to revise the plan in response to any requested changes by the City Manager. Any further delays may result in liquidated damages for failure to perform education and outreach activities as identified in this Exhibit C. Each business day that the plan is late shall count as a single occurrence.
- B. Upon request from the City Manager, the City Manager and the Contract Administrator shall meet at least one time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotional materials in advance of, and following, commencement of new or modified services. This shall entail, at a minimum, distributing program literature to all customers at the Effective Date as well as to any new customers. Contractor shall use multiple media sources including print, radio television, electronic/social media, and events to notify customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be distributed. Contractor shall submit all draft materials to the City Manager for review and approval. Contractor will supply all collateral or outreach to City upon request and for events where Contractor participation is requested for no additional charge.
- D. All City facilities shall receive any and all public education and outreach materials and services provided to the commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Manager.
- E. City or Contractor may design bill inserts. Bill inserts designed by Contractor shall be provided to the City Manager a minimum of 60 days prior to publication. The City Manager shall review bill inserts designed by Contractor, and Contractor shall be responsible for printing and distributing the billing inserts to all customers. Contractor shall provide electronic bill inserts (or separate email



## **EXHIBIT C**

### **PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

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attachments) to customers who are billed electronically and paper bill inserts to customers who receive paper bills. For customers receiving electronic bills, Contractor shall distribute brochures, newsletters, or other information as attachments to customer invoices. Electronic bill inserts/attachments must be readily available for the customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for billing inserts, Contractor shall comply with such request during its next billing cycle for the targeted customer group, if specified. Contractor shall perform this service with no additional requirement for compensation.

- F. Contractor has developed and shall maintain a website specific to its operations in Brea, with a section specific to City programs and customers, that will be used to post educational materials for download, highlight program successes, and provide diversion statistics, which can be located at <https://www.republicservices.com/municipality/brea-ca>. Contractor's Brea specific website shall also include links to relevant web pages of City's website where further information can be found. Content for the website shall be approved by the City Manager. Contractor shall review the website at a minimum annually to update information contained on website.

#### **2. Sector-Specific Activities**

The following tables present the public education and outreach activities to be performed by Contractor each rate period as minimum requirements under this Agreement. Each customer faces unique discarded materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each customer type.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

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#### Public Education and Outreach | All Sectors

*All printed materials also shall be posted to Contractor's website. All education and outreach materials shall be Brea-specific and available in English, Spanish, Korean, and Traditional Chinese languages.*

The following general public education and outreach materials shall each be produced for the benefit of all customer types.

Activity	Description	Distribution/Frequency
Newspaper Advertisement	Distribute a newspaper advertisement that explains all programs that will be offered under the new Agreement. Contractor shall also provide articles on recycling for local newsletters.	Within 30 days of the Effective Date  Annually thereafter
Direct Community Outreach	Contractor shall conduct school assemblies and promote recycling through presentations and educational materials to the Chamber of Commerce, homeowner associations, construction contractors, and other civic groups.	Annually
Website	Contractor to prepare a section of its website where it will present customers with educational and diversion programs, upcoming outreach events, services, and resources specific to City. Website shall include Contractor's customer service contact, material on source reduction of household solid waste, and relevant legislative requirements.	Updated as mutually agreed
Corrective Action Notices – "Contamination Tag"	Produce and distribute a notice for use in instances where the customer includes prohibited materials in a container or fails to properly prepare containers. This form shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages.	As needed

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Single-Family Education and Outreach Activities

*All printed materials also shall be posted to Contractor's website.*

Activity	Description	Distribution/Frequency
Initial Mailing	Produce and distribute a City-designed initial mailing to single-family customers, which may include content such as: explaining the program changes in this Agreement; changes from the existing collection programs to new programs; regulatory requirements, including SB 1383; and, the commencement of the change. Contractor shall include its holiday schedule and the residential recycling and expanded services guide.	Within 60 days of the Effective Date via direct mail
Annual Notice	Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services, including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean and Traditional Chinese languages.	Annually
Recycling Guide	Produce and distribute a "recycling guide" specific to single-family customers. This guide shall include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all single-family programs described in Exhibit B1. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes.	Affixed (inside plastic bag, zip-tied to handle) to every single-family recyclable materials cart delivered prior to the Effective Date, and thereafter to all new customers  By direct mail annually thereafter to each single-family customer

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Neighborhood Group & HOA Visits	Upon City or customer request, visit homeowner associations and other neighborhood groups and associations to promote and explain the recycling programs included in this Agreement.	At City or customer request
Quarterly Newsletter	Not less than four times per year during each rate period, Contractor shall be responsible for all costs incurred for the production and mailing of City's Quarterly Newsletter. City reserves the right to direct the production of the Quarterly Newsletter to a firm of its choosing. The Quarterly Newsletter will include information on current regulations and any additional regulations adopted during the term of this Agreement. Contractor shall be required to coordinate distribution via U.S. Mail of the Quarterly Newsletter with a local mailing house, including furnishing customer mailing addresses.	Quarterly
Corrective Action Notices	Produce and distribute a single-family customer oriented non-collection notice and courtesy pick-up notices for use in instances where the customer includes prohibited container contaminants in a container or fails to properly prepare or set-out containers.	As needed
Seasonal Program Notifications	Contractor shall prepare a brochure or postcard informing all single-family customers advertising holiday tree collections pursuant to Exhibit B1.5 and any other seasonal or periodic program(s). The notification shall inform customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program. Contractor shall submit a draft of the brochure or postcard to City for review and approval by October 1 each year.	At least 14 calendar days prior to event via direct mail
Website	Contractor shall prepare a "single-family customer" section of its website where it will present customers with "how-to" information for participating in Contractor-provided programs, including proper container setouts, and provide single-family customers with links to click on for additional resources. All other single-family educational materials specified in this Section shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current rates charged to single-family customers within Brea.	Within 60 calendar days of the Effective Date  Updated quarterly

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

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<b>Activity</b>	<b>Description</b>	<b>Distribution/Frequency</b>
Mandatory Recycling and Organics Outreach Activities	Produce and distribute outreach materials containing information to assist City with outreach compliance for applicable laws related to mandatory recycling and organics including SB 1383. Can be combined with annual notice requirements and quarterly newsletters.	Annually

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Multi-Family Education and Outreach Activities

*All printed materials also shall be posted to Contractor's website.*

Activity	Description	Distribution/Frequency
New Programs Mailing	Produce and distribute an initial mailing to all multi-family dwelling units explaining the program changes in this Agreement, changes from the existing collection programs to new programs, new regulatory requirements, including SB 1383, and the commencement of the change.	Within 60 days of Effective Date via direct mail
Annual Notice	Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages.	Annually
Recycling Guide	Produce and distribute a "Recycling Guide" specific to multi-family customers and updated versions of the guide as needed. This guide shall include information such as collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all multi-family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes.	Within 30 days of the Effective Date and as needed via direct mail
Technical Assistance: Diversion Opportunity Assessments	Provide diversion opportunity assessments to each multi-family customer to meet with the property manager or owner of multi-family premises to promote recyclable and organic materials collection.	Annually plus follow-up meetings with individual customers, as needed

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Workshops	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the recycling and organics program and will provide resources for additional information and support.	At Customer's request
Website	Contractor shall prepare a "multi-family customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs, including proper container setouts, and provide multi-family customers with links to click on for additional resources. All other multi-family educational materials specified in this Exhibit C shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current rates charged to multi-family customers. The website shall also provide property managers of multi-family premises with an opportunity to request "diversion opportunity assessments" or additional education materials to provide to tenants.	Within 60 days of the Effective Date  Updated <del>quarterly</del> <u>Quarterly</u>
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for applicable laws related to mandatory recycling and organics including AB 341, AB 1826, and SB 1383.	Annually
Educational Materials for Employees/Tenants	Contractor shall provide commercial and multi-family property managers/owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and customers of the property or business. The public education materials shall include information about organic waste recovery requirements and proper sorting of discarded materials. Multi-family property managers/owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	Annually; or more frequently upon Customer request

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

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#### Public Education and Outreach | Commercial Education and Outreach Activities

*All printed materials also shall be posted to Contractor's website.*

Activity	Description	Distribution/Frequency
New Programs Mailing	Prepare and distribute an initial mailing to all commercial customers explaining the program changes in this Agreement, changes from the existing collection programs to new programs, and the commencement date of the change.	Within 60 days of the Effective Date via direct mail
Annual Notice	Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services, including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages.	Annually
Newsletters (Three times per year)	Not less than three times per year during each rate period, Contractor shall be responsible for all costs incurred for the production and mailing of City's newsletter. City reserves the right to direct the production of the newsletter to a firm of its choosing. The newsletter will include information on current regulations and any additional regulations adopted during the term of this Agreement. Contractor shall be required to coordinate distribution via U.S. Mail of the newsletter with a local mailing house, including furnishing customer mailing addresses. The commercial newsletter may be combined with residential newsletter so long as all generator types receive the information, and the information is relevant to all generators. City must approve combining newsletters in advance.	Three times per year distributed to all commercial and multi-family customers



## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Recycling Guide	Contractor shall produce a “recycling guide” specific to commercial customers and update the guide as needed. This guide shall include information on collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all commercial programs described in Exhibit B3. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes.	Within 30 days of the Effective Date and as needed via direct mail  Distributed during diversion opportunity assessments
“How-to” Flyer: Recyclable Materials	Prepare and distribute a “how-to” brochure explaining the recycling materials collection programs for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses).	Within 30 days of the Effective Date via direct mail  Distributed during diversion opportunity assessments
“How-to” Flyer: Organic Materials	Prepare and distribute a flyer describing the organic materials collection services available and how to prepare organic materials for collection for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses).	Within 30 days of the Effective Date via direct mail  Distributed during diversion opportunity assessments
Technical Assistance: Diversion Opportunity Waste Assessments	Provide diversion opportunity assessments at least one time annually to each and every commercial customer to promote recyclable and organic materials collection and replenish recycling guides and recycling and organics posters as needed by each customer.	Annually plus follow-up meetings with individual customers, as required
Recycling and Organics Posters	Produce and distribute (during diversion opportunity assessments) laminated recycling and organics posters that provide graphic illustrations of acceptable and prohibited materials within each program.	Distributed during diversion opportunity assessments

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Activity	Description	Distribution/Frequency
Quarterly Bill Inserts	Prepare and distribute quarterly bill inserts that creatively inform commercial customers about such topics as: cost savings available from source reduction, reuse, and recycling; tips for overcoming common operational challenges businesses have with recycling and organics programs; the environmental benefits of buying recycled-content products; and, statistics, trends, and facts about programs performed under this Agreement (e.g., collected, tonnage, year over year increase/decrease, markets for material collected, what each material is recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert.	Quarterly via direct mail
Corrective Action Notices	Produce a commercial and multi-family customer oriented corrective action notice for use in instances where the customer includes prohibited container contaminants in a container or fails to properly prepare or set-out containers.	As needed
Mandatory Recycling and Organics Outreach Activities	Contractor shall disseminate outreach materials related to the mandatory nature of recyclable materials and organic materials collection services, upon request from City. Such outreach shall be designed to assist City in complying with the outreach requirements of applicable laws related to the mandatory provision of recyclable materials and organic materials collection and diversion services.	Annually
Educational Materials for Employees/Tenants	Contractor shall provide commercial and multi-family property managers owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and customers of the property or business. The public education materials shall include information about organic waste recovery requirements and proper sorting of discarded materials. Commercial customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy.	Annually; or more frequently upon Customer request  Can be provided electronically to property or business

**EXHIBIT C**  
**PUBLIC EDUCATION & OUTREACH PLAN**

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Activity	Description	Distribution/Frequency
Commercial Edible Food Generator Education	<p>Contractor shall provide customers that are commercial edible food generators with the following:</p> <ol style="list-style-type: none"><li>1. Information about City's edible food recovery program.</li><li>2. Information about the commercial edible food generator requirements under 14 CCR, Division 7, Chapter 12, Article 10.</li><li>3. Information about food recovery organizations and food recovery services operating within Brea and where a list of those food recovery organizations and food recovery services can be found.</li><li>4. Information about actions that commercial edible food generators can take to prevent the creation of food waste.</li></ol>	Annually

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

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#### Public Education and Outreach | Special Events

*All printed materials also shall be posted to Contractor's website as well as links to teacher resources.*

Activity	Description	Distribution/Frequency
Event Exhibit	Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on “green” and/or sustainable behaviors.	All special events listed in Exhibit B4  Other events at City’s request

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**EXHIBIT D:**  
**INITIAL MAXIMUM RATES**

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## **EXHIBIT D: INITIAL MAXIMUM RATES**

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Following are the rates for August 1, 2024 through June 30, 2025:



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**EXHIBIT E:**  
**EXAMPLE RATE ADJUSTMENT FORMULA**

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**EXHIBIT E:**  
**EXAMPLE RATE ADJUSTMENT FORMULA**

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**EXHIBIT F:**  
**REPORTING REQUIREMENTS**

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## EXHIBIT F

### REPORTING REQUIREMENTS

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Records shall be maintained in forms and by methods that ~~facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things~~ are agreed to by both the Contractor and the City. The objectives of reports should be to :

1. Determine and set rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving Contractor's diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under applicable law.
4. Determine needs for adjustment to programs.
5. Evaluate customer service and complaints.
6. Determine customer compliance with AB 341, SB 1383, and any subsequent state-mandated recycling requirements.

#### 1. Monthly Report Content

Monthly reports ~~shall to~~ be submitted by Contractor to City and ~~shall~~ include the following information pertaining to the most recently completed calendar month. ~~In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report.~~ Contractor shall report the information included in the following subsections.

##### A. Tonnage Report.

1. Tonnage delivered to each approved facility by customer type, subtotalling and clearly identifying those tons that are diverted and those that are disposed.
2. Bulky goods collected by customer type.
3. Solid waste tonnage disposed.
- ~~4. Recyclable materials tonnage marketed.~~
5. Bulky goods marketed and tonnage disposed from non-divertible materials and processing residue.
6. Monthly diversion rate by customer type and in aggregate for all customer types.

B. **Diversion Report.** Contractor ~~shall to~~ report the diversion level for each month and the cumulative year-to-date diversion level, where diversion level shall be calculated as: (Discarded Materials Collected – Solid Waste Collected – Processing Residue Disposed) / Discarded Materials Collected.

C. **Revenue Report.** Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement.

##### D. Customer Subscription and Collection Report.

1. ~~Summary of customer subscription data, including the number of accounts; the number of customers subscribing to each service level listed separately by customer type and discarded material~~



## EXHIBIT F

### REPORTING REQUIREMENTS

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~~type.~~ Summary of customer subscription data for Residential, Commercial, and Multi-Family customer types , shall include the following:

- a. Customer number
- b. Customer name
- c. Street address
- d. Billing address
- e. All service information, including
  - i. Line of service (i. e. MSW, Organics, Recyclable Materials)
  - ii. quantity of Containers on site, with
  - iii. Day(s) of service by line of service
  - iv. Container size
- f. Service Contact Address, if available
- g. Service Contact Number if available
- h. Billing Contact Information if available
  - i. Name
  - ii. Address
  - iii. Phone Number

- ~~2. Number of containers at each service level by customer type and program. Summarizing the total gallons of cart service, cubic yards of bin service, and pulls and cubic yards or tons of roll-off box and compactor service by customer type. Report shall calculate the average volume of service received per: single-family dwelling unit (separately identifying dwelling units in a duplex, triplex, or fourplex); multi family dwelling unit; and, commercial customer.~~
- ~~3. List of all commercial and multi-family customers with solid waste service. Such list shall include each such customer's service address and subscribed solid waste, recyclable materials, and organic materials service levels and other information as required by the Agreement. The list shall include all information in one line for each customer illustrating the service level for each material type and the total service level for all material types the customer has subscribed to.~~
- 4.2. Number of bulky good/reusable materials collection events by customer type.
- 53. —Number of customers subscribing to each City approved service exemption by customer type, including the total number of de minimis waivers and physical space constraint waivers

## EXHIBIT F

### REPORTING REQUIREMENTS

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granted in the month in accordance with Section 5.10 including the customer name and address for each waiver.

~~6. Number of waivers reviewed, and number of reverification inspections performed, by Contractor pursuant to Section 5.10.B in the month, if any, including a copy of documentation for each waiver review and reverification inspection.~~

~~E. City Services Report.~~

- ~~1. City facility diversion rate report (i.e., volume of service by service type received by each City facility).~~
- ~~2. Summary report on the programs offered to City as described in Exhibit B4 focused on when each service was provided and any issues/concerns identified.~~

F. Customer Service Report.

- ~~1. Number of events of discarded materials being tagged for non-collection summarized by the reason for tagging (e.g., inclusion of non-recyclable or non-compostable materials, improper set-out, hazardous waste).~~
- ~~2. Number of courtesy pick-up collections summarized by the reason for leaving a courtesy pick-up notice (e.g., inclusion of non-recyclable or non-compostable materials, improper set-out, hazardous waste).~~
13. List of customers for which Contractor has performed a courtesy pick-up collection, including the customer address and material type for which the courtesy pick-up collection was performed.
42. Record of general customer service complaints ~~and SB 1383 non-compliance complaints~~ received, including the following information:
  - a. Total number of complaints received ~~and total number of complaints investigated.~~
  - b. ~~Copies of documentation recorded for each complaint received, which shall include the following information: (i) the complaint as received; (ii) the name and contact information of the complainant, if the complaint is not submitted anonymously; (iii) the identity of the alleged violator, if known; (iv) a description of the alleged violation, including location(s) and all other relevant facts known to the complainant; (v) any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and, (vi) the identity of any witnesses, if known. When available, the information in the report should include: (i) a brief description of the complaint as received; (ii) the name and contact information of the complainant, if the complaint is not submitted anonymously; (iii) if complaint is regarding an SB 1383 violation and if the information is provided, the address of the alleged violator~~
  - c. Copies of all complaint reports submitted to City, pursuant to Article 7.
  - d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 5.8.C, which shall include: (i) the date Contractor investigated the complaint; (ii) documentation of the findings of the investigation; and, (iii) any photographic or other evidence collected during the investigation.

## **EXHIBIT F**

### **REPORTING REQUIREMENTS**

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#### **G. Contamination Monitoring Report.**

1. The number of route reviews conducted pursuant to Section 5.11.
2. Description of Contractor's process for determining the level of contamination or bin overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
3. A record of each inspection and contamination fee assessed, which shall include:
  - a. Name and address of the customer.
  - b. The date the contaminated container was observed.
  - c. The staff who conducted the inspection.
  - d. The total number of violations found and a description of what action was taken for each.
  - e. Copies of all notices to customers with prohibited container contaminants.
  - f. Photographic documentation.
4. Documentation of the total number of containers disposed of due to observation of prohibited container contaminants.
- ~~5. Summary report of courtesy pick-up notices, non-collection notices, and/or contamination processing fee notices issued, which for each notice shall include the date of issuance, customer name, and service address.~~
65. A list of all customers assessed contamination processing fees, reported separately by customer type, and including: the customer name, customer address, and reason for the assessment; the total number of instances contamination processing fees were assessed in the month; and, the total amount of fees collected in the month.
76. If performed, results of any waste characterization studies conducted pursuant to Exhibit B4, Section 6.
- ~~8. Any other information reasonably requested by City or specified in contamination monitoring provisions of this Agreement.~~

#### **2. Quarterly Report Content**

##### **A. Education and Outreach.**

1. A copy of all education and outreach materials provided to generators, or otherwise used for education and outreach efforts in accordance with Section 5.6 and Exhibit C, including flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes the generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.

## EXHIBIT F

### REPORTING REQUIREMENTS

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4. A copy of all electronic media, including the dates posted or sent of social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g., open and click-through rates for email marketing, engagement numbers for social media).
5. Summary of the results of the diversion opportunity assessments—, such as site visits and waste audits, provided to customers (reporting multi-family separate from commercial) by identifying the number of diversion opportunity assessments conducted each month in the most recently completed quarter and contact information including address, contact names, telephone number of persons contacted, number of dwelling units (for multi-family), and the recyclable materials, organic materials, and solid waste service level for each complex. Include any service level changes resulting from such visits.
6. Summary of the public education materials and activities provided to schools in the month, if any, including results from diversion opportunity assessments, as described in Exhibit C.
7. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

### 3. Annual Report Content

The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

~~A. **Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly Contractor's diversion goals. Provide recommendations and plans to improve and highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by Contactor in California.~~ Provide a brief summary assessment of the programs performed under this Agreement from the Contractor's perspective. The assessment should include how well the program is operating in terms of efficiency and effectiveness in meeting the goals and objectives of this Agreement as they relate to SB 1383 compliance, particularly Contractor's diversion goals. Provide recommendations and plans to improve and highlight significant accomplishments and problems as they relate to this assessment.

**B. Collection and Processing Report.**

- ~~1. The total tonnage of discarded materials removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each collection event separately by date, location, and tonnage collected, pursuant to Exhibit B4.~~
- ~~2. A record of all compliance agreements for quarantined organic waste that are disposed of, including the name of generator, date issued, location of final disposition, and the amount of quarantined organic waste that was required to be disposed at a landfill, pursuant to Section 5.10.C.2.~~

## EXHIBIT F

### REPORTING REQUIREMENTS

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3. Written notification that the approved organic materials processing facility has and will continue to have the capabilities to process and recover the compostable plastics, in accordance with Section 5.1.I.

**C. Education and Outreach Report.**

1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
2. The annual public education plan required by Section 5.6 and Exhibit C for the upcoming then-current calendar year. For example, Contractor submittal of a 2023 annual report in February 2024 shall include Contractor submittal of the annual public education plan for calendar year 2024.

**D. Commercial Edible Food Generator Report.** Commercial customer list including contact information requested by the City Manager and designation of each commercial customer as either “tier 1,” “tier 2,” or “non-covered” edible food generator.

**E. City Services Report.**

1. City facility volume report which reports on the cumulative volume by cubic yards for each service received at each City facility.

**EE. Vehicle Inventory.**

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage as of December 31.
2. The total amount of RNG procured by Contractor for use in Contractor vehicles, in diesel gallon equivalents, including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.
3. The name, physical location, and contact information of each entity, operation, or facility from whom Contractor procured RNG for collection vehicles.

**FG. AB 341/AB 1826 Compliance.** Provide a listing of commercial customers subscribing to four or more cubic yards of solid waste service per week who do not currently subscribe to recyclable materials collection service from Contractor.

Provide a listing of commercial customers subscribing to two or more cubic yards of solid waste service per week who do not currently subscribe to organic materials collection service from Contractor.

**GH. Other Reports.**

1. A revenue statement, setting forth quarterly AB 939 administrative fees, if any, and the basis for the calculation thereof, certified for accuracy by an officer of Contractor.
2. A list of Contractor’s officers and members of its board of directors.

## EXHIBIT F

### REPORTING REQUIREMENTS

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3. A list of stockholders or other equity investors holding 5% or more of the voting interest in Contractor and any subsidiaries.

#### 4. Additional Reports

- A. ~~Ad Hoc Reports.~~ Contractor shall provide up to six reports of varying detail and format, as specifically requested by City, to meet unforeseeable information queries of the CalRecycle, or other public agencies, including City. **Ad Hoc Reports.** Contractor shall provide up to six reports, in which each report shall be provided in a single format, of which the format type maybe either PDF a word processing format such as Microsoft Word; or a spreadsheet format such as Microsoft Excel.
- B. **Upon Incident Reporting.** ~~City reserves may the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon City. Contractor shall should provide the requested reports, documents, or information within 10 business days upon receipt of the request or within a timeframe determined agreed to by the City Manager and the Contractor, which shall not to exceed 10 days.~~ City may request additional reports or documents in the case of unforeseen events or additional requirements imposed upon City. Contractor should provide the requested reports, documents, or information within a timeframe agreed to between the City Manager and the Contractor.
- C. **AB 901 Reporting.** City may require that Contractor provide City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within 10 business days of the request.
- D. ~~**Customized Reports.** City may request Contractor to prepare and provide customized reports from records Contractor is required to maintain.~~

**EXHIBIT G:**  
**CORPORATE GUARANTY**

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## EXHIBIT G

### CORPORATE GUARANTY

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THIS GUARANTY ("Guaranty") is made as of \_\_\_\_\_, 2025, by **Republic Services, Inc.**, a Delaware corporation ("Guarantor"), located at 18500 N. Allied Way Phoenix, AZ 85054, for the benefit of the **CITY OF BREA**, a California municipal corporation ("City"), located at 1 Civic Center Circle, Brea, California, 92821. The purpose of this Guaranty is to assure performance of the obligations of Guarantor's wholly-owned subsidiary, Republic Waste Services of Southern California, LLC, a Delaware limited liability company ("Subsidiary"), under that certain Second Amended and Restated Franchise Agreement dated \_\_\_\_\_, 2025 ("Agreement"), by and between City and Subsidiary. Capitalized terms used herein without definition shall have the meanings given such terms in the Agreement.

1. **Guaranty.** Guarantor hereby unconditionally and irrevocably guarantees to City the full, prompt and faithful performance of the covenants and indemnities of Subsidiary under the Agreement and the full and timely payment of all amounts due or owing, now or in the future, by Subsidiary under the Agreement.

2. **Term.** This Guaranty shall continue in full force and effect throughout the term of the Agreement and until all covenants and indemnities of Subsidiary under the Agreement are fully performed, including any that survive termination or expiration of the term of the Agreement, and all amounts due or owing by Subsidiary under the Agreement are paid in full. Any termination of this Guaranty shall not affect nor apply to performance of any covenant or indemnity of Subsidiary performance of which is due prior to the effective date of such termination or which becomes due after the effective date of such termination based upon an act, omission, event or occurrence prior to the effective date of such termination.

3. **Rights Independent.** Guarantor agrees that the obligations under this Guaranty are independent of the obligations of Subsidiary under the Agreement and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought and prosecuted against Subsidiary or any other person, or any other guarantor, or whether any other person is joined in any such action or actions.

4. **Modification of Obligations.** Guarantor authorizes City without notice or demand to Guarantor and without affecting Guarantor's liability hereunder, from time to time to: (a) enter into with Subsidiary or, with the joinder or prior written approval of Subsidiary, to, amend, alter, modify, renew, extend, accelerate or otherwise change the Agreement or any provision thereof or otherwise change the terms of any documents, instruments or agreements to which Subsidiary is a party; (b) take and hold security or additional guaranties for the performance of this Guaranty or the obligations guaranteed hereunder, and amend, alter, exchange, substitute, transfer, enforce, waive, subordinate, terminate, modify and release in any manner any such security or guaranties; (c) apply such security and direct the order or manner of sale thereof as City in its discretion may determine; (d) release or substitute any other guarantor; and (e) settle, release on terms satisfactory to Subsidiary by operation of law or otherwise, compound, compromise, collect or otherwise liquidate any indebtedness or security in any manner, consent to the transfer of security and bid and purchase at any sale, without affecting or impairing the obligations of Guarantor hereunder.

5. **Waiver of Defenses.** Guarantor waives any right to require City to proceed against Subsidiary or any person other than Guarantor or to pursue any other remedy in City's powers whatsoever, except that, prior to proceeding against Guarantor under this Guaranty, (i) City shall first demand in writing performance or payment by Subsidiary and any cure period applicable to such performance or payment as set forth in the Agreement shall have expired without cure by Subsidiary, except that if Subsidiary shall decline or refuse such demand or shall be prevented by bankruptcy, insolvency, operation of law, legal

## **EXHIBIT G**

### **CORPORATE GUARANTY**

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process or legal incapacity from performing or paying, no such demand for performance or payment or expiration of such cure period shall be necessary prior to City proceeding against Guarantor under this Guaranty, and (ii) City shall give written notice, in the manner provided in the Agreement, to Guarantor of the non-performance or non-payment by Subsidiary, which notice requirement may be satisfied by City transmitting to Guarantor a copy of any written notice or demand given to Subsidiary in the manner provided in the Agreement. Guarantor waives any defense arising by reason of (a) any disability or other defense of Subsidiary or any other person; (b) the cessation from any cause whatsoever of the liability of Subsidiary; (c) any act or omission of Subsidiary or others that directly or indirectly results in or aids the discharge of any of the obligations guaranteed hereunder by operation of law or otherwise; (d) the amendment, modification, renewal, extension or other change in any of the obligations guaranteed hereunder; (e) the forbearance by the City from the strict and timely enforcement of any of City's rights under this Agreement; or (f) any defense to liability under this Guaranty based upon Guarantor's inability to exercise any right of subrogation to the rights of City against Subsidiary. Guarantor waives any right to enforce any remedy that Subsidiary now has or may hereafter have against any person, and waives any benefit of, and any right to participate in, any security, now or hereafter held by Subsidiary or City. Guarantor's obligations hereunder shall not be affected by any right or setoff or any counterclaim, and, except as provided in the first sentence of this Section 5, Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional obligations, and all other notices and demands of any kind and description now or hereafter provided for by any statute or rule of law. Guarantor specifically agrees that Guarantor shall not be released from liability hereunder by any action taken by Subsidiary or City. Guarantor further expressly waives all rights and benefits which might otherwise be available to Guarantor under California Civil Code Sections 2810, 2819, 2839, 2845, 2846, 2849, 2850, 2899 and 3433.

6. **Attorneys' Fees.** Guarantor shall pay to City, without demand, any and all costs and/or expenses, including, without limitation, reasonable attorneys' fees and costs and court costs that City expends or incurs in collecting or compromising the obligations guaranteed hereunder or in enforcing this Guaranty against Guarantor, whether or not suit is filed, expressly including all court costs and attorneys' fees incurred by City in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor as the insolvent or bankrupt party that in any way affects the exercise by City of any of its rights or remedies hereunder.

7. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to City that (a) the Agreement confers substantial and material benefits to Guarantor; (b) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened, against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor the obligations guaranteed hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, and Guarantor, to the best of its knowledge after due investigation, is not in default or in violation with respect to, or operating under or subject to, any order, writ, injunction, decree or demand of any court or any governmental authority; (c) the consummation of the transactions hereby contemplated and performance of this Guaranty will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which Guarantor or any of its assets may be bound or affected; (d) Guarantor is not insolvent (as such term is defined in the Bankruptcy Code of 1978, 11 U.S.C. Section 101, et seq., as amended) and will not be rendered insolvent by execution of this

## **EXHIBIT G**

### **CORPORATE GUARANTY**

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Guaranty or the consummation of the transactions contemplated hereby; and (d) Guarantor has no counterclaims, offsets or defenses with respect to the Guaranty.

8. **Subordination of Rights.** Guarantor hereby agrees that any claim it may have or may hereafter acquire against Subsidiary shall be subordinate to any claims that City may have against Guarantor and/or Subsidiary.

9. **Effect of Waivers.** Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

10. **Successors and Assigns.** This Guaranty shall bind the heirs, executors, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of City and its successors and assigns.

11. **Governing Law.** Guarantor acknowledges and agrees that the parties and transactions referred to herein have significant contacts with the State of California, and that therefore this Guaranty shall be governed by, and construed in accordance with, the laws of the State of California.

12. **Amendments.** Neither this Guaranty nor any provision hereof may be amended, modified, waived, discharged or terminated except by an instrument in writing duly signed by or on behalf of City and Guarantor.

13. **Delay Not a Defense; Rights Cumulative.** No delay or failure by City to exercise any right or remedy against Guarantor or any other person shall be construed as a waiver thereof. All of the City's respective rights under this Guaranty are cumulative and not exclusive.

14. **Severability.** In case any right of City under this Guaranty shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other right granted hereby.

15. **Miscellaneous.** All words used in this Guaranty in the singular shall be deemed to have been used in the plural and all words used in this Guaranty in the plural shall be deemed to have been used in the singular where the context and construction so require. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. The term "or" is not exclusive. The section headings in this Guaranty are for convenience of reference only and shall not limit or otherwise affect the provisions of this Guaranty.

16. **Assignment of Guaranty.** This Guaranty is assignable without notice by City, in whole or in part, to an affiliate of City or to any reorganized entity as to which an affiliate of City was changed into whether by merger, sale or other method of reorganization, where such affiliate or reorganized entity assumes the obligations that this Guaranty guarantees, and when so assigned, Guarantor shall be bound as above to such affiliate of City or to such reorganized entity as to which City or an affiliate of City was changed into whether by merger, sale or other method of reorganization. Guarantor agrees that nothing herein shall be deemed to in any manner negate or limit City's right to enforce this Guaranty in the absence of any such assignment.

## EXHIBIT G

### CORPORATE GUARANTY

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17. **Further Assurances.** Guarantor agrees, at its expense and without expense to City, to do such further acts, to execute and deliver such additional documents as City from time to time reasonably requires to assure and confirm all the rights of City created hereby or intended now or hereafter, or to carry out the intention of or facilitate the performance of the terms of this Guaranty.

18. **Complete Agreement.** Except as provided in any other written agreement now or at any time hereafter in force between City and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with City with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon City unless expressed in this Guaranty.

19. **Notices.** All notices that may be required or otherwise contemplated under the terms of this Guaranty shall be in writing and shall be addressed to Guarantor and to City as set forth above. Such addresses may be changed from time to time by written notice to the other party at such address.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guaranty as of the date and year stated above.

GUARANTOR:

**Republic Services, Inc.**

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☐ Chairman ☐ President ☐ Vice President

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☐ Secretary ☐ Asst. Secretary  
☐ Chief Finance Officer ☐ Asst. Treasurer

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

**EXHIBIT H:**  
**CONTRACTOR'S FAITHFUL PERFORMANCE BOND**

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## EXHIBIT H

### CONTRACTOR'S FAITHFUL PERFORMANCE BOND

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KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Brea"), has awarded to Republic Waste Services of Southern California, LLC, a Delaware limited liability company doing business as Brea Disposal and located at 2242 N. Blue Gum Street, Anaheim, California 92806 ("Principal"), a Second Amended and Restated Franchise Agreement ("Agreement") for the collection, transportation, processing, recycling, composting, and disposal of solid waste, organic material, and recyclable material ("Franchise").

WHEREAS, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Eight Hundred and Twenty-Two Thousand dollars (\$822,000), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Franchise and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Authority in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this bond.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Franchise to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Franchise or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth

## EXHIBIT H

### CONTRACTOR'S FAITHFUL PERFORMANCE BOND

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below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

"Principal"

"Surety"

Republic Waste Services of Southern California,  
LLC

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.*



**EXHIBIT I:**  
**NOTARY CERTIFICATION**

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**EXHIBIT J:**  
**CONTRACTOR'S SB 1383 IMPLEMENTATION PLAN AND SCHEDULE**

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**EXHIBIT J**  
**CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE**

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**EXHIBIT K:**  
**COUNTY WASTE DISPOSAL AGREEMENT**

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**EXHIBIT L:  
FACILITIES LIST**

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## EXHIBIT L: FACILITIES LIST

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### Facilities List

Approved or Designated Facility Type	Required Facility Information
Approved Transfer Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, Solid Waste</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Lane Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, Solid Waste</li> </ul>
Designated Disposal Facility(ies)	<p>Facility Name: Olinda Alpha Landfill</p> <ul style="list-style-type: none"> <li>• Address: 1942 N. Valencia Avenue, Brea, CA 92823</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: SWIS 30-AB-0035</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): Solid Waste</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow</li> </ul> <p>Facility Name: Frank R. Bowerman Sanitary Landfill</p> <ul style="list-style-type: none"> <li>• Address: 11002 Bee Canyon Access Road, Irvine, CA 92618</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0360</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): Solid Waste</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow</li> </ul> <p>Facility Name: Prima Deschecha Landfill</p> <ul style="list-style-type: none"> <li>• Address: 32250 Avenida La Pata San Juan Capistrano, CA 92675</li> <li>• Operator: OC Waste and Recycling</li> </ul>

## EXHIBIT L: FACILITIES LIST

Approved or Designated Facility Type	Required Facility Information
	<ul style="list-style-type: none"> <li>• SWIS Number: 30-AB-0019</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): Solid Waste</li> <li>• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow</li> </ul>
Approved C&D Facility(ies)	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D Debris, Solid Waste</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Lane Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D, Solid Waste</li> </ul>
Approved Organic Materials Processing Facility(ies)	<p>Facility Name: Valencia Greenery</p> <ul style="list-style-type: none"> <li>• Address: 1942 N. Valencia Avenue, Brea, CA 92823</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0470</li> <li>• Facility Type: Greenery</li> <li>• Material Type(s): Yard Waste, Food Waste, Manure</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Bee Canyon Greenery</p> <ul style="list-style-type: none"> <li>• Address: 11002 Bee Canyon Access Road, Irvine, CA 92618</li> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0470</li> <li>• Facility Type: Greenery</li> <li>• Material Type(s): Yard Waste, Food Waste, Manure</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Capistrano Greenery</p> <ul style="list-style-type: none"> <li>• Address: 32250 Avenida La Pata San Juan Capistrano, CA 92675</li> </ul>

## EXHIBIT L: FACILITIES LIST

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Approved or Designated Facility Type	Required Facility Information
	<ul style="list-style-type: none"> <li>• Operator: OC Waste and Recycling</li> <li>• SWIS Number: 30-AB-0468</li> <li>• Facility Type: Greenery</li> <li>• Material Type(s): Yard Waste, Food Waste, Manure</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Recology Blossom Valley Organics</p> <ul style="list-style-type: none"> <li>• Address: 6061 N Wheeler Ridge Rd. Lamont, CA 93242</li> <li>• Operator: Recology</li> <li>• SWIS Number: SWIS 15-AA-0307</li> <li>• Facility Type: Composting</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Agromin OC</p> <ul style="list-style-type: none"> <li>• Address: 8292 Edison Ave. Ontario, CA 91762</li> <li>• Operator: Agromin OC</li> <li>• SWIS Number: 36-AA-0509</li> <li>• Facility Type: Green Material Composting Operation</li> <li>• Material Type(s): Yard Waste, Food Waste</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Circle Green Tech Park</p> <ul style="list-style-type: none"> <li>• Address: 17900 Sheep Creek Rd. El Mirage, CA 92301</li> <li>• SWIS Number: 36-AA-0500</li> <li>• Facility Type: Aerated Static Pile Compost Facility</li> <li>• Material Type(s): Yard Waste, Food Waste, Manure</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul> <p>Facility Name: Republic Services Copper Mountain Landfill</p> <ul style="list-style-type: none"> <li>• Address: 34853 East County 12<sup>th</sup> Street, Wellton, AZ 85356</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: None</li> <li>• Facility Type: Landfill</li> <li>• Material Type(s): Organics</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul>

## EXHIBIT L: FACILITIES LIST

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Approved or Designated Facility Type	Required Facility Information
	<p>Facility Name: Rialto BioEnergy Facility,</p> <ul style="list-style-type: none"> <li>• Address: 503 East Santa Ana Avenue Rialto, CA 92376</li> <li>• Operator: Anaergia Services</li> <li>• SWIS Number: SWIS 36-AA-0446 503</li> <li>• Facility Type: Large Volume In-Vessel Digestion Facility</li> <li>• Material Type(s): Source Separated Organic Materials</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul>
Approved Recyclable Materials Processing Facility	<p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none"> <li>• Address: 1131 N. Blue Gum St. Anaheim, CA 92806</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0335</li> <li>• Facility Type: Materials Recovery Facility and TS</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D Debris, Solid Waste</li> </ul> <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none"> <li>• Address: 17121 Nichols Lane Huntington Beach CA, 92647</li> <li>• Operator: Republic Services</li> <li>• SWIS Number: SWIS 30-AB-0099</li> <li>• Facility Type: Materials Recovery Facility and Transfer Station</li> <li>• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&amp;D Debris, Solid Waste</li> </ul> <p>Facility Name: Waste Management of Orange</p> <ul style="list-style-type: none"> <li>• Address: 2050 Glassell Street Orange, CA 92865</li> <li>• Operator: USA Waste of California, Inc</li> <li>• SWIS Number: 30-AB-0363</li> <li>• Facility Type: Transfer/ Processing</li> <li>• Material Type(s): Source Separated Recyclable Materials</li> <li>• (If Applicable) Transfer Facility: CVT or Rainbow</li> </ul>

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**EXHIBIT M:**  
**DOCUMENTATION OF RESIDENTIAL ORGANICS COST PER TON**

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## **EXHIBIT M:**

### **DOCUMENTATION OF RESIDENTIAL ORGANICS COST PER TON**

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Exhibit based on residential organic materials final negotiated cost per ton provided by Contractor.

<b>Approved Facility from Exhibit L</b>	<b>CVT Cost (Pre-processing and/or Transfer)</b>	<b>Transportation Cost/Ton</b>	<b>Tip Fee/ton</b>	<b>Cost/ton</b>
Recology	\$39.02	\$52.06	\$45.91	\$136.98

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**EXHIBIT N:**  
**CUSTOMER CREDIT FOR MISSED PICK-UPS DURING A WORK  
STOPPAGE**

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## **EXHIBIT N: CUSTOMER CREDIT FOR MISSED PICK-UPS DURING A WORK STOPPAGE**

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### **1. City Billed Customers**

- A. General. Contractor shall follow the following calculation procedures for issuing residential customers a credit on the monthly invoice to City for the number of collections missed during the work stoppage that were not recovered within two days of their scheduled service day. City retains the franchise fee; therefore, the credit for the franchise fee and City maintenance fee would need to be issued back to the customers by City on their next billing cycle by City.
- B. Contractor will calculate and process a credit on their next invoice to the City for all residential customers during the dispute period of a work stoppage as follows:
1. Credit calculation – the credit will be based on the following factors
    - (a) Customer monthly rate for collection services only
    - (b) Weeks per month
    - (c) Number of collections missed during the work stoppage
  2. Example calculation based on July 1, 2022 rate:
    - (a) Monthly rate for collection = \$15.32 (Sum of trash collection portion, yard waste collection portion, recycling portion, and fuel pricing index)
    - (b) Weeks per month = 4.33
    - (c) Number of collections missed during the work stoppage = 1 (Example purposes only)
$$\text{Credit} = [(a) \div (b)] \times (c)$$
$$\text{Credit} = [(\$15.32) \div (4.33)] \times (1)$$
$$\text{Credit} = \$3.54 \text{ per residential customer missed}$$

### **2. Contractor Billed Multi-Family and Commercial Customers**

All multi-family and commercial customers shall be eligible to receive a credit for any missed services during a work stoppage. Contractor shall notify all multi-family and commercial customers via its website currently at "<https://www.republicservices.com/municipality/brea-ca>" that credits may be made available for agreed upon disruptions during the dispute period. Contractor will calculate and offer a credit for each customer who contacts Contractor requesting a credit on a case-by-case basis based on the level of disruption of service to each such customer, if any, during the dispute period.



## City Council Regular Meeting Communication

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### A. February 18, 2025 Regular Meeting Minutes

Meeting	Agenda Group
Tuesday, March 4, 2025, 7:00 PM	CONSENT CALENDAR Item: 5A.
TO	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Approve.

### **RESPECTFULLY SUBMITTED:**

Kristin Griffith, City Manager

Prepared by: Victoria Popescu, Deputy City Clerk

Concurrence: Lillian Harris-Neal, City Clerk

### **Attachments**

[02-18-2024 Draft Minutes.pdf](#)

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

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

1 Civic Center Circle, Brea, California 92821

February 18, 2025

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

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

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

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#### **1A. Call to Order/Roll Call**

Mayor Stewart called the Closed Session to order at 6:00 p.m. All members were present.

#### **1B. Public Comment-**

None.

#### **1C. Public Employee Appointment Pursuant to Government Code Section 54957(b). Title: City Manager-**

**1D. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6. City Representatives: Council Member Marick, Council Member Vargas and Mario Maldonado, Human Resources Manager. Unrepresented Employee: City Manager-**

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

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

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#### **2A. Call to Order/Roll Call-**

Mayor Stewart called the General Session to order at 7:02 p.m. All members were present.

#### **2B. Pledge of Allegiance: Girl Scout Troop 3033**

Girl Scout Troops 3033 and 4126 led the Pledge of Allegiance.



## **2C. Invocation: Pastor Doug Green, North Hills Church**

Pastor Doug Green, North Hills Church, led the Invocation.

## **2D. Commendation: Senior Christmas Party 2024**

Mayor Stewart invited Jeff Kenan, President of the Brea Senior Leadership Council, to speak about the Brea Senior Center Christmas Party.

Mayor Stewart presented Dwight Manley, Mike Breicha of Brea Improv, and Lanette Collar of Reunion Kitchen + Drink, Commendations in recognition of their donations to the 2024 Brea Senior Center Christmas Party and their positive impact on the senior community.

## **2E. Presentation: Business of the Quarter**

A video was displayed honoring Apollo Electric as Brea's Business of the Quarter.

## **2F. Community Announcements**

Council Member Vargas announced that the City of Brea is proud to announce, Go. Serve. Brea. a community-wide service day, taking place on Saturday, April 26. He indicated that this event is modeled after, and will replace, Love Brea, where volunteers will work on a variety of city-wide service projects to show their love for Brea. He announced that Go. Serve. Brea. is currently accepting projects that range from helping organize a food pantry to landscaping, and that projects must be completed within a 2 to 3-hour window for the day. He encouraged the community to submit their project ideas on the City website.

Council Member Marick announced that annual Brea 8K Classic Race will take place Sunday, February 23. She added that in order to accommodate the race, roads in the area will close starting at 4:00 a.m. and the course should be fully cleared by 9:30 a.m. She also announced that the race start time moved to 7:00 a.m. this year with the goal of reducing traffic impacts, and reminded the community that this not a City of Brea event, and to visit [Brea8k.com](http://Brea8k.com) for more information.

Council Member Simonoff announced that this year's Engage Brea, Understanding Your City begins on March 27. He indicated that the eight-week community engagement program is hosted by the City and provides an overview of Brea's local government operations, departments, and external agencies that partner with the Brea community. He added that the program provides an opportunity for Brea residents to have one-on-one experiences with City staff and local elected officials and to gain beneficial knowledge about how City government is organized and managed.

He stated the deadline to apply is Friday, February 28 and residents can visit the City of Brea website for more information and to apply.

City Attorney Boga announced that in Closed Session, the City Council voted unanimously to appoint Kristin Griffith as the City Manager.

## **2G. Matters from the Audience**

Dwight Manley congratulated Kristin Griffith on her appointment and announced Brea's 108th birthday on February 23.

## **2H. Response to Public Inquiries**

None.

Mayor Stewart announced that the Consent Calendars will be voted on prior to the Administrative Item, allowing Council Member Simonoff to recuse himself from item 3A.

## **3. ADMINISTRATIVE ITEM**

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**3A. Consideration of Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Consideration a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.**

Council Member Simonoff recused himself from the discussion and left the daia at 7:24 p.m.

Senior Management Analyst Cuevas provided a presentation and provided a background on the item. He also spoke about the initial terms versus revised index proposal, and proposed residential solid waste rates.

Mayor Pro Tem Hupp spoke about prior Solid Waste Ad Hoc Committee meeting discussions and spoke about flow control for commercial organics.

Council Member Marick indicated she does not support any adjustment that arbitrarily adds an additional amount to the new index.

Council Member Vargas spoke about the increases in commercial rates and Consumer Price Index (CPI) versus Garbage Trash Collection Index (GTCI) percentage rates.

Steven Herring, Area Municipal Manager, Republic Services, spoke about the extensive requirements that must be met in order to get the City in compliance with SB 1383.

Council discussed the length of time it has taken to get to this point and expressed their dissatisfaction with the plus .75% increase on the commercial side and requested Republic Services authorize the removal the .75% increase.

Steven Herring, Area Municipal Manager, Republic Services, indicated he does not have the authorization to move forward with anything other than what was proposed, but will go back to his team to discuss Council's concerns.

#### **4. CONSENT CALENDAR**

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**Motion was made by Council Member Marick and seconded by Mayor Pro Tem Hupp to approve items 4A - 4E. Motion passed 5-0-0-0.**

**4A. January 28, 2025 Special Meeting Minutes**

The City Council approved the January 28, 2025 Special Meeting Minutes as written.

**4B. February 4, 2025 Special Meeting Minutes**

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

**4C. February 4, 2025 Regular Meeting Minutes**

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

**4D. Monthly Report of Investments for the City of Brea for Period Ended January 31, 2025**

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ended January 31, 2025.

**4E. January Outgoing Payment Log and City Disbursement Registers for January 31, 2025 and February 7, 2025**

The City Council approved the January Outgoing Payment Log and City Disbursement Registers for January 31, 2025 and February 7, 2025.

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

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**Motion was made by Mayor Pro Tem Hupp and seconded by Council Member Simonoff to approve items 4A - 4E. Motion passed 5-0-0-0.**

**5A. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended January 31, 2025**

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ended January 31, 2025.

**5B. Successor Agency Disbursement Register January 31, 2025**

The City Council, as the Successor Agency, received and filed the Successor Agency Disbursement Register January 31, 2025.

**6. ADMINISTRATIVE ANNOUNCEMENTS**

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**6A. City Manager**

None.

**6B. City Attorney-**

None.

**6C. Council Requests-**

None.

**7. COUNCIL ANNOUNCEMENTS**

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**7A. Council Announcements**

None.

**8. ADJOURNMENT**

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**8A. Meeting Adjournment**

Mayor Stewart adjourned the General Session at 7:44 p.m.



## City Council Regular Meeting Communication

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### B. General Plan Annual Progress Report 2024

Meeting	Agenda Group
Tuesday, March 4, 2025, 7:00 PM	CONSENT CALENDAR Item: 5B.
TO	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends that City Council take the following actions:

1. Receive and file the 2024 General Plan and Housing Element Annual Report; and
2. Direct staff to submit the Housing Element Annual Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI).

### **BACKGROUND/DISCUSSION**

#### Background

In 2003, the City of Brea completed a comprehensive update of the General Plan and included with this adoption was an Implementation Guide. The Implementation Guide is intended for use as the basis for preparing the Annual Report to the City Council on the status of the City's progress in implementing the General Plan goals and policies. State Government Code Section 65400 requires an annual report be given to the legislative body on the status of implementing the goals of the General Plan.

#### Discussion

The City continued to implement the goals and policies of the General Plan in 2024, as outlined in Attachment A of this report. The annual report covers the period from January 1, 2024 to December 31, 2024. A few key achievements have been summarized below:

- In 2024, the City approved two Zoning Ordinance Text Amendments (ZOTAs), five Conditional Use Permits, one Tentative Parcel Map, one Tentative Tract Map, one Density Bonus Project, one Precise Development, eight Minor Conditional Use Permits, and seven Plan Reviews. These projects included improvements to existing properties, new commercial and residential developments, and updates to the City's Zoning Code.
- In 2024, the City issued building permits for 11 Accessory Dwelling Units (ADUs) and one single-family dwelling unit. The City has issued building permits for 37 residential units so far in the 2021-2029 housing cycle.
- Five grants and two loans were issued to low-income Brea homeowners for the rehabilitation/repair of their homes through the administration of Community Development Block Grant programs.
- On July 23, 2024, the Planning Commission approved the South Brea Townhomes Project. Building permits for this project have been submitted and are currently under review by staff. This project will provide 32 for-

sale residential units (including four Moderate Income units) towards the City's 6<sup>th</sup> Cycle Housing Element RHNA allocation.

- On March 19, 2024, the City Council approved ZOTA No. 2023-04 for an Omnibus Zoning Code Update. The main goals of this code amendment were to provide internal consistency within the Brea City Code (BCC), modernize the BCC to be reflective to good planning practices, and achieve consistency with recent State laws. Amendments were made to various chapters within Title 12 (Streets, Sidewalks, and Public Property), Title 18 (Subdivisions and Floodplain management), and Title 20 (Zoning Code).
- On May 21, 2024, the City Council approved ZOTA No. 2023-02 for the Minor Conditional Use Permit (MCUP) Code Update. The main goals of this code amendment were to establish a MCUP review process to streamline the review of low-impact uses and minor modifications of existing standards, to provide standards for processing Public Convenience or Necessity (PCN) requests for alcohol licenses, and to provide other related updates such as minor revisions to land use definitions.
- The City kicked-off the Focused General Plan Update in 2024, along with a new specific plan for the Brea Core area. In 2024, the City focused its efforts on performing background research and conducting robust outreach (i.e. city-wide mailer, community survey, community open house, stakeholder interviews, General Plan Steering Committee meetings). The Focused General Plan Update is anticipated to be completed by the end of 2025.

## **FISCAL IMPACT**

There is no impact on the General Fund.

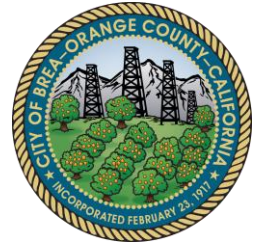
## **RESPECTFULLY SUBMITTED**

Prepared by: Graham Bultema, Assistant Planner

Concurrence: Jason Killebrew, Interim Assistant City Manager/Community Development Director; Joanne Hwang, AICP, City Planner

## **Attachments**

[Attachment A - 2024 General Plan Annual Progress Report Memorandum.pdf](#)



# Memorandum

## Community Development Department

**To:** Mayor Stewart and City Council

**From:** Kristin Griffith, City Manager

**Date:** March 4, 2025

**Re:** General Plan Annual Progress Report for 2024

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### **EXECUTIVE SUMMARY**

In 2024, the City continued to implement the goals and policies identified in the General Plan adopted in August 2003. As required by Section 65400 of the California Government Code, the following is the annual report on the status of the General Plan implementation and on the progress in meeting the City's share of the Regional Housing Needs Assessment (RHNA) established through the Southern California Association of Governments (SCAG). The annual report covers the period from January 1, 2024 to December 31, 2024. Once accepted by the City Council, the report will be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Land Use and Climate Innovation (LCI). This report is due to HCD by April 1, 2025.

### **GENERAL PLAN IMPLEMENTATION**

Under California law, each city and county must adopt a comprehensive, long-term General Plan with eight mandated elements, which includes land use, circulation, housing, conservation, open space, noise, safety, and environmental justice. The City of Brea's General Plan was adopted in 2003 and is organized into five chapters addressing all eight required elements: Community Development, Housing, Community Resources, Community Services and Public Safety. Periodic amendments and updates are adopted to ensure the General Plan remains current. The most recent updates include amendment to the Public Safety Element in 2021 and the final adoption of the 6<sup>th</sup> Cycle Housing Element in 2022.

Exhibit A to this memorandum provides summary tables that provide the implementation status of the City's General Plan during the 2024 calendar year, organized by the five chapters of the General Plan. The Appendix A of the General Plan and Table HE-50 of the 6<sup>th</sup> Cycle Housing Element with Affirmatively Furthering Fair Housing Program Summary, which are Exhibits B and C of this memorandum, respectively, provides the overall direction and specific policies to be carried out to fulfill the City Council adopted goals. These documents should be referenced for specific information regarding Goals and Policies cited in the summary tables found in Exhibit A.

### **HOUSING ELEMENT IMPLEMENTATION**

The Housing Element is a State-mandated chapter of the Brea General Plan that addresses the City's identified housing needs, and the only element in the General Plan that is required to be updated every eight years ("Planning Period"). The Housing Element describes, identifies, and analyzes the City's housing needs and addresses the maintenance and expansion of the housing supply to accommodate the households that currently live or may live in Brea in a Planning Period.

The City's 2021-2029 Housing Element was re-adopted on August 16, 2022 and was certified by the California State Housing and Community Development Department (HCD) on September 8, 2022. The State requires cities to prepare the Housing Element annual report, separate from the General Plan annual report, which must be prepared on forms provided by HCD. The completed Housing Element Annual Progress Report is Exhibit D.

#### Regional Housing Needs Assessment (RHNA)

The City's RHNA allocation represents the number of housing units that the SCAG estimates will be necessary to accommodate the City's projected population growth for the 2021-2029 Planning Period. The City's RHNA allocation for the 2021-2029 Planning Period is 2,365 units which is divided into four income categories as indicated in Table 1 below:

<b>Table 1: 2021-2029 RHNA by Income Categories</b>		
<b>Income Category</b>	<b>Income Range for a Household of Four**</b>	<b>2021-2029 RHNA</b>
Very Low-Income ( $< 50\%$ of AMI*)	$< \$78,900$	669
Low-Income ( $51\%$ to $80\%$ of AMI)	$\$78,901 - \$126,250$	393
Moderate-Income ( $81\%$ to $120\%$ of AMI)	$\$126,251 - \$154,800$	403
Above Moderate-Income ( $> 120\%$ of AMI)	$> \$154,800$	900
<b>Total RHNA Allocation</b>		<b>2,365 units</b>

\*Orange County 2024 Area Median Income (AMI) for a family of four was \$129,000

\*\*Updated to reflect 2024 income ranges

In 2024, the City issued 12 building permits for new housing units. One permit was issued for a single-family residence and 11 permits were issued for Accessory Dwelling Units (ADUs). Three of the ADUs were categorized as Moderate-Income and nine were categorized as Above Moderate-Income for the City's RHNA allocation based on information provided by the applicants. Table 2 below provides the RHNA income categories, total RHNA allocation, permits issued, and remaining RHNA allocation.

<b>Table 2: Building Permits Issued</b>					
<b>Income Category</b>	<b>RHNA Allocation for 2021-2029 Planning Period</b>	<b>Permits Issued in Previous Years (2021-2023)</b>	<b>Permits Issued in 2024 (current reporting year)</b>	<b>Total Permits Issued to Date</b>	<b>Remaining RHNA Allocation</b>
Very Low- Income	669	0	0	0	669
Low-Income	393	0	0	0	393
Moderate-Income	403	0	3	3	400
Above Moderate-Income	900	25	9	34	866
<b>TOTAL</b>	<b>2,365</b>	<b>25</b>	<b>12</b>	<b>37</b>	<b>2,328</b>

In addition to the housing units that were issued building permits this year, there are other housing projects that are currently in various stages of review in the City as follows:

- Brea Mall Mixed-Use: Approved by City Council in May 2023, this project includes a 380-unit apartment building. The associated building permits for the proposed apartment building are currently under review and permits are expected to be issued in Spring 2025.



- **Brea Plaza Living:** This project includes a new 120-unit apartment building at the northwest corner of the Brea Plaza Shopping Center. The project is currently under Planning entitlement review and Planning Commission/City Council reviews are anticipated in Spring 2025.
- **Greenbriar Residential Development:** This project proposes a 179-unit townhome development at the former Mercury Insurance office site, located directly north of Brea Plaza Shopping Center. The project is currently under Planning entitlement review and Planning Commission/City Council reviews are anticipated in Spring 2025.
- **Jamboree Permanent Supportive Housing:** The City executed an agreement with Jamboree Housing Corporation in 2024 for a new 39-unit permanent supporting housing project at 323 N. Brea Boulevard. Review of this project is currently underway and construction is expected to start late 2025/early 2026.

#### Affordable Housing Funds

The City has two funds that account for revenues received and expenditures made for affordable housing – The Affordable Housing Trust Fund and the Housing Successor Fund. The Housing Successor Annual Report for fiscal year 2023-2024 is included as Exhibit E.

#### **Exhibits**

- A. Summary Tables of General Plan Implementation Status
- B. Appendix A of the General Plan - Implementation Guide
- C. Housing Implementation Program Summary & Affirmatively Furthering Fair Housing Program Summary
- D. 2024 Housing Element Annual Progress Report
- E. Housing Successor Annual Report FY 2023-2024

## EXHIBIT A

### SUMMARY TABLES OF GENERAL PLAN IMPLEMENTATION STATUS FOR 2024

TABLE 1 General Plan Community Development Chapter		
Element	Goal/Policy	Achievement
Community Development		
Circulation, Infrastructure	CD-1.9	<p>Throughout 2024, the City completed or initiated a number of Capital Improvement Projects (CIP) to implement a safe and efficient circulation system that offers a variety of mobility choices throughout the Community. Below are highlights from the 2024 calendar year:</p> <ul style="list-style-type: none"><li>• The State Route 57 Freeway &amp; Lambert Road Interchange Project completed the construction phase of the bridge reconstruction and saw progress towards the completion of the landscape phase in 2024. Upon full project completion, this project will provide much needed traffic congestion relief by reconfiguring the on and off ramps at Lambert Road.</li><li>• The City continued to seek out grant opportunities to extend the Tracks at Brea to the western City limits and ultimately the larger regional trail system. The trail system provides an integrated and safe bicycle and pedestrian network.</li><li>• The City continued to participate in the Regional Transportation Signal Synchronization Program (TSSP). The TSSP provides grant funds for cities to make traffic signal timing adjustments to improve safety and efficiency on key arterial highways in the County. The Lambert Road Traffic Signal Synchronization Project is currently in the design phase that is focused on achieving these goals.</li><li>• The City also continued annual traffic compliance and routine maintenance of the street network per the CIP program and the Pavement Management Plan. A number of areas of the City were rehabilitated through the CIP program including portions of the Country Hills Subdivision, various locations within South Brea, as well as multiple locations as part of the Citywide slurry seal and concrete programs.</li><li>• Efforts to improve facilities and infrastructure components were facilitated through the City's CIP program. During 2024, Public Works Department coordinated and completed several infrastructure and facilities projects including the replacement of the water supply lines for Country Hills Subdivision; completion of water, sanitary sewer, and paving improvements within South Brea; and traffic signal and traffic calming improvements in the Cliffwood Neighborhood.</li></ul>
	CD-2.3	
	CD-2.5	
	CD-3.1	
	CD-4.4	
	CD-6.4	
	CD-10.1	
	CD-10.4	
	CD-10.5	
	CD-11.1	
	CD-11.2	
	CD-11.3	
	CD-11.11	
	CD-12.5	
	CD-12.6	
	CD-13.1	
	CD-13.2	
	CD-13.3	
	CD-14.1	
	CD-15.3	
	CD-18	
	CD-19	
	CD-26.3	
	CD-27.1	
	CD-27.4	
	CD-27.5	
	CD-28.1	
	CD-28.2	
	CD-28.3	

<b>TABLE 1</b> <b>General Plan Community Development Chapter</b>		
Element	Goal/Policy	Achievement
<b>Community Development</b>		
Land Use	CD-1 CD-2.1 CD-2.2 CD-3 CD-3.1 CD-4.2 CD-4.5 CD-4.6 CD-4.8 CD-9.3 CD-9.5 CD-5.1	<p>The Zoning Code is a tool used to implement the goals and policies of the General Plan. Development projects consistent with the General Plan continued to be approved in 2024. The City approved two Zoning Ordinance Text Amendments, five Conditional Use Permits, one Tentative Parcel Map, one Tentative Tract Map, one Density Bonus Project, one Precise Development, eight Minor Conditional Use Permits, and seven Plan Reviews. These projects included improvements to existing properties, new commercial and residential developments, and updates to the City's Zoning Code.</p> <p>The focused General Plan Update is currently underway and is expected to be completed at the end of 2025.</p>
Economic Development	CD-1.3 CD-1.6 CD-1.11 CD-23.1 CD-23.2 CD-23.4 CD-24.1 CD-24.2 CD-24.3 CD-24.4 CD-24.5 CD-25.1 CD 26 CD-26.3	<p>In 2024, the City launched <i>Experience Brea</i>, a comprehensive economic development campaign, designed to showcase the City's thriving business community, premier shopping destinations, vibrant cultural arts scene, and more.</p> <p>The City continues to celebrate the local business community by announcing the opening of new businesses in print and digital media, along with recognizing exceptional businesses on a quarterly basis through the Business of the Quarter Recognition Program. This program highlights businesses for their achievements in various categories, such as innovation, stewardship, and longevity.</p> <p>The City has continued to strengthen partnerships with the Orange County Small Business Development Center (SBDC) Small Business Administration (SBA); Orange County Workforce Solutions; the Orange County Business Council; and the Brea Chamber of Commerce. In an effort to reach a broader audience, the City revitalized its in-person Small Business Clinic in partnership with the SBDC. Due to popular demand, the City will continue this clinic, as well as provide additional trainings for the business community, in 2025.</p> <p>The Economic Development Division staff have acted as a concierge to various business owners interested in opening a location in the City or ones who have additional questions about various regulations. Staff have also assisted property owners or commercial real estate brokers in identifying potential tenants for vacant properties to facilitate economic opportunities.</p>

<b>TABLE 1</b> <b>General Plan Community Development Chapter</b>		
Element	Goal/Policy	Achievement
<b>Community Development</b>		
		<p>As part of the Economic Development Division's goal to enhance the local workforce, the City – as an employer – achieved the Top Workplaces Certification in 2024. This award honors the City's commitment to building an outstanding workplace.</p> <p>The City is an active participant in the Orange County Planning Collaborative, the International Council of Shopping Centers, the California Association of Local Economic Development (CALED), and a North Orange County regional working group consisting of representatives from neighboring cities' Economic Development teams.</p> <p>The City continues to attend the International Council of Shopping Centers (ICSC) conference in an effort to meet with property owners, real estate representatives, and businesses looking to locate in Brea. Available sites in the City were showcased by staff.</p>
Growth Management	CD-27.1 CD-27.2 CD-28.1	The City continued to partner with other agencies in order to accomplish inter-jurisdictional projects that plan for future growth. The City of Brea has partnered with the City of La Habra, Caltrans, and OCTA on the Lambert Road Traffic Signal Synchronization Project that plans to synchronize 25 signals along Lambert. This project is currently in the design phase, and has the goal of achieving signal synchronization across a major corridor within Orange County.

<b>TABLE 2</b> <b>General Plan Community Resources Chapter</b>		
Program	Goal/Policy	Achievement
<b>Community Resources</b>		
Parks and Open Space	CR-1.1 CR-1.2 CR-1.3 CR-1.4 CR-3.6 CR-2.2 CR-3.2	<p>The City's CIP program for 2024 included the Arovista Park Modernization Project and the Tamarack Parking Lot Asphalt Rehabilitation Project. Arovista Park construction began in 2024 and the project scope includes expansion of the playground to add all accessible play amenities, improvements to the Tracks at Brea trail system, a restroom facility, amphitheater, parking lot improvements, sports courts, and new pickleball courts.</p> <p>The Tamarack Parking Lot Asphalt Rehabilitation Project will provide enhancements to existing public park facilities. This project progressed in design in 2024, moving the project closer to implementation.</p> <p>Following a 20-year partnership, the State of California opted out of continuing oversight of the Olinda Oil Museum and its volunteer docents. The City assumed operational oversight of this historic amenity on November 1, 2023, and continues to offer tours and educational opportunities of Brea's oil history to visitors.</p>
Trails	CR-6 CR-6.3 CR-6.4 CR-6.5 CR-6.6 CR-7.1 CR-7.2 CR 7.3	<p>The City continues to seek partnering and funding opportunities to extend the Tracks at Brea to connect to the larger regional trail systems. The trail system provides an integrated and safe bicycle and pedestrian network. Negotiations are underway with Union Pacific for land acquisition by the City for the extension.</p> <p>The City completed the concept design and community outreach efforts with the consultant for a portion of the Western Extension (end of Segment 2/Brea Canyon Flood Control Channel to Berry Street) funded by a San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) grant.</p>
Wildlife Habitat	CR-8.2 CR-9.2 CR-9.3 CR-9.4	The City continued to assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations, and require appropriate mitigation for all significant impacts if impact avoidance is not possible.
Scenic Resources	CR-10.3 CR-10.4 CR-10.5	The City continued to assess development proposals for potential impacts to significant natural resources pursuant to the CEQA.

<b>TABLE 2</b> <b>General Plan Community Resources Chapter</b>		
Program	Goal/Policy	Achievement
<b>Community Resources</b>		
Water Conservation, Air Quality	CR-9.3 CR-11 CR-11.4 CR-11.5 CR-11.6 CR-12 CR-12.1 CR-12.2	Approximately 969 catch basins and storm drains and 50 miles of main sewer lines were cleaned to maintain compliance with the National Pollution Discharge Elimination System (NPDES). Where appropriate, the City will seek funding to continue to modernize the system to accommodate growth in the City.
Historic Resources	CR-14 CR-15	<p>Adopted by the California Legislature in 1976, the Mills Act is legislation that provides for property tax relief on an eligible historic property if the property owner agrees to maintain and preserve the property for a minimum of ten years. There is a total of 20 properties in Brea that participate in the Mills Act program. Currently, there are 59 historic resources on the Historic Resource Register.</p> <p>The City initiated the Mills Act Annual Compliance program in 2024 and started the process to provide the Council with an annual report going forward with updates on Mills Act properties and compliance with their contracts.</p>

<b>TABLE 3</b> <b>General Plan Community Services Chapter</b>		
Program	Goal/Policy	Achievement
<b>Community Services</b>		
Human Services, Recreational Services, Education Services, Library Services	CS-1 CS-1.2 CS-1.3 CS-1.4 CS-1.5 CS-1.6 CS-1.7 CS-2.3 CS-2.5 CS-3.4 CS-3.5	<p>The Brea Community Center (BCC) offered a variety of programs in 2024. Programs include the After-School Program, Day Camp, Teen Zone, facility rentals, Brea Fitness Center, youth and adult sports, Tiny Tots preschool program, Kid Watch babysitting, and contract classes.</p> <p>In addition to providing a variety of extensive programming meant to meet the needs of the community, the Brea Resource Center had some additional and unique achievements in 2024:</p> <ul style="list-style-type: none"> <li>• The Brea Resource Center continued their partnership with the HOPE Center which provides County-wide deployment of specialized homeless outreach liaisons to offer support and resources to unhoused individuals throughout Brea.</li> <li>• The Resource Center will begin developing programs utilizing National Opioid Settlement (NOS) Funds centered on prevention of opioid use, treatment and support for opioid users and their families, and implementing strategies to abate the opioid epidemic.</li> </ul> <p>The Brea Senior Center continues to offer a variety of programs and services, including presentations, nutritional programs, transportation services, daily programming, travel excursions, and fitness classes. Following the completion of the Senior Center Feasibility Study in 2023, staff is exploring outreach efforts geared towards prioritizing any facility improvements.</p> <p>The City continues to offer community-favorite events, such as the Nutcracker and Spring Craft Boutiques, the 4<sup>th</sup> of July Country Fair, Movies Under the Stars, Brea Fest, Veterans Day Ceremony and Annual Tree Lighting Ceremony. These events continue to contribute to Brea's "small town" charm.</p>
Cultural Arts	CS-5.1 CS-5.2 CS-5.3 CS-5.4 CS-5.6 CS-5.10 CS-5.11 CS-5.12 CS-6.1 CS-6.3	<p>Following the completion of the Cultural Arts Master Plan in 2023, the Cultural Arts Commission has begun prioritizing the implementation of Master Plan findings.</p> <p>One art piece was added to Brea's Art in Public Places (APP) Collection in 2024 and there is now a total of 190 sculptures throughout the City.</p>

Cultural Arts		<p>In 2024, the Curtis Theatre hosted a youth theatre program which attracted approximately 350 youth participants. The Theatre also produced five summer concerts which were attended by hundreds of people over six weeks.</p> <p>The Brea Gallery hosted four exhibitions in 2024. In conjunction with these exhibits, the Gallery operated a gift shop made up of products from local artists/makers, as well as hosted art workshops for the public.</p>
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<b>TABLE 4</b> <b>General Plan Public Safety Chapter</b>		
Program	Goal/Policy	Achievement
<b>Public Safety</b>		
Emergency Services and Safety	PS-1.1 PS-1.2 PS-1.3 PS-1.4 PS-1.5 PS-1.6 PS-1.7 PS-1.8 PS-1.10 PS-1.11 PS-1.12 PS-2.1 PS-2.3 PS-3.1 PS-3.2 PS-3.3	<p>The Police Department and Fire Department continued to meet with staff throughout 2024 to identify impacts on new development and are involved with the plan check process providing input and conditions related to public safety concerns. The Police Department also continued to provide support and expertise to the Traffic Committee.</p> <p>The Brea Police Department is committed to addressing quality of life issues and serving our homeless population through its partnership with the NOCPSC and the HOPE Center. On October 2, 2023, the Police Department transitioned its primary response to all non-emergency, non-criminal, and homeless-related calls for service to the HOPE Center and continued to partner in 2024. The HOPE Center answers applicable homeless-related calls for service at its dispatch center (Monday to Friday, 7:15 AM to 5:15 PM). The Hope Center is staffed by Regional Outreach Workers employed by the cities of Brea, Buena Park, Cypress-La Palma (shared), Fullerton, La Habra, Placentia, and Stanton. The NOCPSC Chair and Vice Chair review monthly call data to determine future staffing needs, including the possibility of weekend operations. The Police Department maintains a dedicated full-time Homeless Liaison Officer (HLO), who collaborates with the Regional Outreach Workers and HOPE Center staff to respond to nonemergency, non-criminal, and homeless-related calls for service. The City supports efforts to seek ongoing Federal, State, and other funding to maintain and expand HOPE Center Resources, Staff, and Hours of Operation.</p> <p>In 2024, the Police Department continued their commitment to offsite professional development workshops hosted by Messina and Associates to all full- time staff. These sessions were not only designed to develop each attendee, but also to gain valuable feedback on ways to improve efficiencies within the Police Department. The Police Department will continue workshops to include a team building workshop for all of staff in early 2025. Lastly, the Police Department is affording professional coaching opportunities to managers and executives. The Department continues to explore additional ways to provide professional opportunities to staff.</p>
Emergency Services and Safety, continued	PS-1.1 PS-1.2 PS-1.3 PS-1.4 PS-1.5 PS-1.6	<p>Under the Police Chief's direction, a Health &amp; Wellness Unit was founded in November 2022, to explore resources and services that can be implemented to create a culture of wellness. In 2024, this team continued to focus on the four pillars of wellness, which include mental health, fitness, resilience, and nutrition.</p>

<b>TABLE 4</b> <b>General Plan Public Safety Chapter</b>		
Program	Goal/Policy	Achievement
<b>Public Safety</b>		
	PS-1.7 PS-1.8 PS-1.10 PS-1.11 PS-1.12 PS-2.1 PS-2.3 PS-3.1 PS-3.2 PS-3.3	<p>The Department received grant funding for \$41,422.88 in February 2023, through the California Board of State and Community Corrections (BSCC) Officer Wellness and Mental Health Grant Program. The Department also received \$196,762 in federal funding under the Department of Justice Law Enforcement Mental Health and Wellness Act (LEMHWA) Program. In 2024, the team used these grant funds to support the wellness pillars. Examples of ongoing projects that made progress in 2024 included hosting onsite resiliency training, peer support training, and acquiring new workout equipment for the Civic Center Gym.</p> <p>Volunteer services remained strong in 2024. The Brea Police Explorers and Volunteers in Police Service (VIPS) continued to provide thousands of hours of service to the City. The Department has also brought back the popular Citizen Academy which continued throughout 2024.</p> <p>The Police Department continued to participate in public events around the City in 2024. The Police Department hosted Coffee with a Cop, National Night Out, neighborhood watch meetings, and continued presence at other City-sponsored events.</p> <p>The Police Department has been working on the Integrated Crime Center (ICC) for several years, seeking various funding sources. In July 2023, the Department applied for the Board of State and Community Corrections Organized Retail Theft Prevention Grant Program. On September 14, 2023, the Department was awarded full funding in the amount of \$5,941,357 for the program. Funds were made available in October 2023.</p> <p>After negotiating contracts and navigating the purchasing process, the Police Department began implementing grant-funded technology products in January 2024. The first was the installation of several large video storage servers, along with a video management system (VMS) that incorporated all existing City-owned cameras from previously disparate systems. The VMS also brought online 200 pre-existing intersection vehicle detection cameras that had never been recorded before.</p> <p>The Police Department worked with contractors to install and commission 42 fixed automated license plate reader (ALPR) cameras at 12 locations throughout the City. These ALPR cameras began generating investigative leads almost immediately. The Department is working with contractors, vendors, governmental agencies, and various developers and property owners throughout the City to expand the network.</p>

<b>TABLE 4</b> <b>General Plan Public Safety Chapter</b>		
Program	Goal/Policy	Achievement
<b>Public Safety</b>		
		<p>The Police Department applied for and received approval for various certifications and waivers from the Federal Aviation Administration (FAA) in 2024 to operate a drone program. The Police Department selected 10 UAS (drone) pilots who underwent training and received FAA certification to become licensed drone pilots. The Police Department purchased and has begun to deploy several small “tactical” field-deployed drones and recently received approval from the City Council to build a DFR program with larger drone aircraft and a dedicated, full-time, grant-funded Police Officer pilot.</p> <p>Fire Department highlights from 2024 includes starting two new CERT classes, participating in the Police and Fire Games at Brea Canyon High School, hosting the Annual Fire Services Day, and attending numerous public education events.</p> <p>The Fire Department also continued to lead community outreach events and collected approximately 5,000 toys for the Brea Fire Department Holiday Toy Drive in 2024 in partnership with the Boys and Girls Club.</p> <p>The Fire Department responded to 4,896 calls for emergency fire or medical services in 2024. The Fire Department purchased three ambulances and hired 16 Ambulance Operators for the launch of the first ever Brea Fire in-house ambulance program which will be going live in early 2025.</p>
Hazards Management	PS-4.1 PS-4.4	The Fire Department, in conjunction with OC Environmental Health, continued to ensure that hazardous materials used in businesses and industries are properly held and provide education and information to the community for commonly used hazardous material.
Wildland Fires	PS-6.2 PS-6.3 PS-6.4	<p>In 2024, Fire Department personnel were deployed on one strike team and ten single-resource deployments out of the area, and one strike team deployment in Orange County.</p> <p>The Fire Department distributed over 5,000 Wildland pamphlets to residents in high fire severity zones. This mailer reminds and educates homeowners to be diligent in their weed abatement and clearance of hazards on their property. The Fire Department also implemented a weed abatement inspection and enforcement program which replaced the complaint-based system formerly in place.</p>

<b>TABLE 4</b> <b>General Plan Public Safety Chapter</b>		
Program	Goal/Policy	Achievement
<b>Public Safety</b>		
Geologic and Seismic Considerations	PS-8.3 PS-8.4 PS-8.6	<p>The City continued to promote earthquake preparedness in the community with periodic earthquake awareness programs (such as “The Great Shake Out”).</p> <p>The City continued to require surveys of soil and geologic conditions by state licensed Engineering Geologists and Civil Engineers where appropriate to minimize damage from earthquakes and other geologic activity.</p>
Noise	PS-9.1 PS-9.2 PS-9.4 PS-11.3	<p>Through the review of development proposals, the City ensured that new development is exposed to acceptable noise levels.</p> <p>The City continued to enforce noise regulations to protect the community from excessive noise levels from stationary sources.</p>

<b>TABLE 5</b> <b>General Plan Housing Element Chapter</b>		
Program	Goal/Policy	Achievement
<b>Housing</b>		
Single-family Rehabilitation Program	HE-1.2 HE-1.3	In 2024, five grants and two loans were issued to low-income Brea homeowners for the rehabilitation/repair of their homes through the administration of Community Development Block Grant programs.
Multi-Family Acquisition and Rehabilitation	HE-2.0	In accordance with the City's 2021-2029 Housing Element, the City is in the process of identifying apartments in need of rehabilitation, especially for long-term affordable rental housing.
Preservation of Assisted Housing	HE-1.5	The City continued to make efforts to preserve the existing affordable rental stock at-risk of conversion to market rents.
Section 8 Rental Assistance Program	HE-4.0	The City continued to partner with the County of Orange to share information about the Section 8 Rental Assistance wait list re-opening.
Affordable Housing Ordinance	HE-2.2 HE-3.1 HE-3.4	The City continued to implement its updated affordable housing ordinance which includes a lower unit count trigger and sliding scale of affordability, providing affordable units to Extremely Low, Very Low, Low, and Moderate-Income households.
Density Bonus Incentives	HE-6.0	The City continued to implement its updated affordable housing ordinance which includes State Density Bonus provisions. In 2024, the City developed an informational brochure highlighting density bonus provisions for housing developers, and is currently in the process of drafting a Density Bonus ordinance.
Affordable Housing Development Assistance and Implementation Guide	HE-7.0	The City has an Affordable Housing Implementation Guide available on the City website for the development community to serve as a directory for developers interested in creating affordable housing. The benefits of housing incentives are outlined, as well as the City's development flow chart.
Land Use Element and Sites Inventory	HE-8.0	On August 15, 2023, Brea City Council adopted Ordinance No. 1242, an Ordinance of the City of Brea amending the Zoning Code for by-right development on rezone sites addressing a lower income RHNA shortfall and reuse sites from the 5 <sup>th</sup> Cycle (Focused Development Sites 1, 2, & 3) that include a minimum of 20 percent lower income units. The City continues to maintain a current inventory of residential/mixed-use sites (Housing Opportunity Sites).

<b>TABLE 5</b> <b>General Plan Housing Element Chapter</b>		
Program	Goal/Policy	Achievement
<b>Housing</b>		
Lot Consolidation Program	HE-8.0a	In accordance with the City's 2021-2029 Housing Element, the City is in the process of conducting research for a future Lot Consolidation Ordinance to codify incentives for Housing Element sites. A survey was sent out in late 2024 to property owners of Housing Opportunity Sites to elicit feedback and identify incentives that property owners could utilize to facilitate lot consolidation of properties into larger development sites for future residential development. As the research process continues, staff will utilize the results of this survey towards the ordinance update.
Replacement Housing Program	HE-8.0b	The City continued to implement its updated affordable housing ordinance which includes guidance specifying that any residential project that results in the displacement of existing affordable units 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 number of affordable units required by the Affordable Housing Ordinance.
Brea Core Plan	HE-9.0	In accordance with the City's 2021-2029 Housing Element, the City initiated the process of developing the Brea Core Specific Plan in early 2024. This work effort is underway alongside the focused General Plan Update. This work program is expected to be completed at the end of 2025.
Accessory Dwelling Units	HE-1.1 HE-2.4 HE-3.5	The City continued to promote the development of Accessory Dwelling Units (ADU) as a form of multi-generational and affordable housing. In 2024, 11 building permits were issued for ADUs in the City.
Publicly-Owned Land for Affordable Housing	HE-11.0	On June 28, 2024, the City of Brea and Jamboree Housing Corporation executed a Disposition, Development, and Loan Agreement for a permanent supportive affordable housing project at 323 North Brea Boulevard. This project will serve 38 Extremely Low-Income households.
Annexation of Sphere of Influence	HE-12.0	On August 16, 2022, Brea City Council adopted Ordinance No. 1229, an Ordinance of the City of Brea approving Zone Change No. 2022-01 for the Brea 265 Specific Plan identified in the City's 6 <sup>th</sup> Cycle Housing Element. The annexation of the subject property was recorded November 10, 2022.

<b>TABLE 5</b> <b>General Plan Housing Element Chapter</b>		
Program	Goal/Policy	Achievement
<b>Housing</b>		
Objective Development Standards and Administrative Approval Process	HE-13.0	<p>On February 1, 2022, Brea City Council adopted Ordinance No. 1223, an Ordinance approving Zoning Ordinance Text Amendment No. 2021-02, to amend Title 20, Chapter 20.260 of Brea City Code regulating the PD (Precise Development) Zone within the City of Brea to facilitate housing by replacing the Precise Development Review with an Administrative Plan Review process for permitted by-right code compliant housing development.</p> <p>This ZOTA was funded by the SB 2 PGP, with the purpose of facilitating housing development and streamlining the review process for by-right, code compliant, housing development.</p>
Updated Parking Standards	HE-14.0	<p>On November 2, 2021, Brea City Council adopted Ordinance No. 1222, an Ordinance approving Zoning Ordinance Text Amendment No. 2021-01, to amend Title 20, Chapter 20.08 of Brea City Code regulation exceptions and modifications to the minimum off-street parking requirements for multi-family residential development within the City of Brea.</p> <p>This ZOTA was funded by the SB 2 PGP, with the purpose of updating parking standards to meet the contemporary needs of multi-family development and remove the public hearing review requirements for multi-family residential projects seeking an off-street parking modification.</p>
Zoning Text Amendments for Special Needs Housing	HE-15.0	<p>On August 15, 2023, Brea City Council adopted Ordinance Nos. 1241 and 1242, approving Zone Change Nos. 2023-01 and 2023-02 to create a permitted land use table allowing small state licensed RCF as permitted by right in MU zones, small employee housing as permitted by right in R zones, and specific incentives for projects with ELI units.</p> <p>Zone Change No. 2023-01 also revised standards for emergency shelters to align with State law.</p>
CEQA Exemptions for Infill Projects	HE-4.0 HE-4.4	The City continued to utilize appropriate CEQA exemptions for qualified urban infill and other qualifying residential projects.
Fair Housing Program	HE-2.6 HE-5.1 HE-5.5	The City continued to further Fair Housing Practices in the community by providing fair housing outreach and educational information to the public through the public counter, one-on-one appointments and on the website.



<b>TABLE 5</b> <b>General Plan Housing Element Chapter</b>		
Program	Goal/Policy	Achievement
<b>Housing</b>		
Housing Accessibility	HE-3.1 HE-5.0 HE-5.4	The City continued to expand accessible housing options to persons living with disabilities by including conditions of approval for Universal Design in all new developments.
Senior Housing Opportunities	HE-2.5 HE-5.3 HE-5.4	The City supports a range of housing options to address the diverse needs of Brea's growing senior population. The City continued to conduct outreach with the senior population to ensure their voices are heard.
Housing Opportunities for Persons Living with Developmental Disabilities	HE-20.0	The City continued to support a range of housing options for persons with developmental disabilities by working in cooperation with the OCRC to publicize information on available resources for housing and services.
Veteran and Homeless Assistance	HE-21.0	The City continued to support housing and supportive services for veterans and persons experiencing homelessness by promoting housing and supportive services for veterans by partnering with housing and service agencies through the Brea Resources Center, supporting North County Navigation Centers in providing shelter and services to the homeless; and providing street outreach through the HOPE Center.
Prioritization of Sustainable Housing Projects	HE-22.0	The City continued to prioritize projects competing for funds and grants that are within a quarter to half mile radius of transit stops, have a large number of amenities within a half mile radius, and/or have a higher walk score.
Green Building	HE-6.1 HE-6.3 HE-6.4	The City continued to provide outreach and education to developers, architects and residents on the CALGREEN code and ways to incorporate sustainability in project design. The updated code includes changes that will positively affect the energy code requirements and improve the design for residential energy consumption.
Energy Conservation	HE-24.0	The City continued to evaluate and implement activities to support clean energy and energy efficiency solutions in Brea's Housing.
Healthy Communities	HE-1.1 HE-1.4 HE-5.5 HE-6.4 HE-6.5 HE-6.6	The City completed the Active Transportation Plan in 2020 to further augment Phase One of the Brea Core Plan, promoting healthy living and physical activity and is making progress to move towards Phase Two. Phase Two will include land use planning efforts with full community engagement (Brea Core Specific Plan). The focused General Plan Update is currently underway and is expected to be completed at the end of 2025.



EXHIBIT B

Appendix A  
**IMPLEMENTATION  
GUIDE**

THE CITY OF  
BREA  
GENERAL PLAN



# Appendix A

## IMPLEMENTATION GUIDE



The General Plan Implementation Guide provides a guide to implement adopted General Plan policies and plans for City elected officials, staff and the public. The purpose of the Implementation Guide is to ensure the overall direction provided in the General Plan for City growth and development is translated from general terms to specific actions.

Each implementation measure is a program, procedure, or technique that requires additional City action. This action may either occur on a City-wide basis, or in individual subareas. Some of the implementation measures are processes or procedures the City currently administers on a day-to-day basis (such as development project review), while others identify new programs or projects that will become day-to-day planning activities in Brea. The City Council, by relating the Implementation Guide to the General Plan, recognizes the importance of long-range planning considerations and budgeting to such day-to-day activities. Implementation of the specific programs will be subject to funding constraints.

The Implementation Guide is organized into five subsections that correspond to the General Plan Chapters. Each of the subsections is comprised of programs that directly relate to the policies and plans of the corresponding General Plan element.

### Use of the General Plan Implementation Guide

The Implementation Guide is intended for use as the basis for preparing the Annual Report to the City Council on the status of the City's progress in implementing the General Plan, as described in Section 65400 of the California Government Code. Because many of the individual actions and programs described in the Implementation Guide act as mitigation for significant environmental impacts resulting from planned development identified in the General Plan, the annual report can also provide a means of monitoring the application of the mitigation measures as

required by AB 3180. This Implementation Guide should be updated annually with the budget process and whenever the City's General Plan is amended or updated to ensure continued consistency and usefulness.

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION I: LAND USE									
Citywide									
CD-1.1 CD-1.2 CD-1.4 CD-1.5 CD-1.9 CD-1.11 CD-4.4 CD-6.6	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Use redevelopment set-aside funds and other funding mechanisms to assist with the development of work force housing.	Development Services  Economic Development	General fund  Redevelopment	By the end of 2004; Ongoing					
CD-1.3 CD-1.6	Structure zoning ordinance use regulations to allow a broad range of commercial and industrial businesses.  Create partnerships with the Chamber of Commerce and other local organizations to attract new businesses to the community.	Economic Development	General fund	Ongoing					
CD-1.7 CD-1.8	As part of a development impact fee program, collect funds for the acquisition and improvement of trails shown on Figure CR-2 of the Community Resources Chapter.  Require developers to provide the open space linkages and trails shown on Figure CR-2 of the Community Resources Chapter.	Development Services	Impact fees	Establish program by end of 2005; Ongoing					
CD-1.10	Revise zoning regulations for residential zones to ensure maximum preservation of open space resources.  Cooperate with conservation agencies in their efforts to acquire open space. Cooperation may include partnering City funds with private sources for strategic open space acquisitions.	Development Services	General fund  Mitigation payments	Revise ordinance by end of 2004  Ongoing					
CD-1.13	Conduct a study to determine whether existing residential zoning regulations adequately address the suitability of additions to existing residential units, the bulk of residential development, particularly as it pertains to established neighborhoods. If the study points toward a need to revise standards, revise standards accordingly.	Development Services	General fund	By the end of 2004					
CD-1.12	Continue the use of the City’s housing rehabilitation loan program and NEIGHBORHOOD ENHANCEMENT PROGRAM.	Economic Development	Redevelopment Funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-1.14	Authorize funds annually and identify necessary staff resources to allow continued implementation of the Neighborhood Preservation Ordinance.	Development Services	General Fund  Redevelopment Funds	Annually					
Focus Areas: Northwest Neighborhoods									
CD-2.1	Develop and adopt design guidelines for residential development.	Development Services	General fund	By the end of 2005					
CD-2.2	For all new residential development proposals, require that street and/or pedestrian connections are provided between existing development that abuts the new development and that new development.	Development Services	Application fees	Ongoing					
CD-2.3 CD-4.3	Study the recommendations of the <i>Street Design and Traffic Calming Recommendations for Neighborhoods 4 and 6 in the City of Brea, CA</i> study, and prioritize recommended improvements.  Identify where such traffic calming devices could be effective in reducing speeds on other residential streets.	Development Services  Economic Development	General fund; CIP funds  Redevelopment funds	Complete analysis by 2006; implement improvements as funds available					
CD-2.4	Continue to implement City ordinances regulating street trees and landscaping.	Development Services  Maintenance	General fund	Ongoing					

Community Development  
Brea General Plan Implementation Guide

Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-2.5	Utilize grant and loan programs to assist small businesses with façade enhancements.	Economic Development	Redevelopment funds; Community Development Block Grants (CDBG) funds	Ongoing					
CD-3.1 CD-3.2 CD-3.6	Enhance and emphasize Puente and Berry Streets as primary pedestrian routes to Central Avenue by enhanced landscaping and improved pedestrian safety.  Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood and other areas of the City with concentrations of older residents and others that rely heavily on public transit.	Development Services  Development Services, OCTA	Capital Improvement Program (CIP) funds  OCTA Federal grants	Ongoing;  Investigate by end of 2005, implement as needed					
CD-3.2	Investigate the feasibility of establishing daily, regularly scheduled transit service throughout the Northwest neighborhood.  With redevelop of commercial sites within the area, consider establishing a senior center as part of any mixed-use development.	Development Services, OCTA  Economic Development Department	OCTA Federal grants  Redevelopment funds	Investigate by end of 2005, implement as needed;  As development is proposed					
CD-3.4	Work with Chamber of Commerce to help encourage local retail businesses to market and serve residents in the Northwest area.	Economic Development, Chamber of Commerce	General Fund	Ongoing					
CD-3.5 CD-4.2	Extend the Downtown directional signage program to Central Avenue.  Establish streetscape/landscape design plans for Central Avenue and Puente and Berry Streets consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Development Services	Redevelopment funds  Capital Improvement Program (CIP) funds	By 2004;  By 2006					
<b>Focus Areas: Downtown Brea</b>									
CD-4.1	Use the City's Business and Attraction Program to help diversify the mix of Downtown businesses by attracting new businesses and expanding existing businesses.	Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-4.4	Revise zoning regulations to be consistent with the Land Use Plan of the General Plan, which plans for mixed-use development along the Brea Boulevard and Birch Street corridors.	Development Services	General fund	By the end of 2004					
CD-4.5 CD-4.6	Ensure Birch Street Streetscape Improvements include signage and landscape links between Downtown and Civic Center/Brea Mall area, as well as public plaza areas.	Development Services	Capital Improvement Program (CIP) funds	By 2004					
CD-4.7	Work with Cultural Arts Commission and Recreation Services to promote Brea's heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.  Use Federal, state, non-profit, and private programs and resources to promote Brea's historic resources.	Cultural Arts Commission, Recreation Services	General fund	Ongoing	CD-5.6		CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CD-4.8	Conduct a study to determine whether a trolley system that serves Downtown Brea and surrounding areas is feasible.								

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
Focus Areas: Historic Brea									
CD-5.1 CD-5.2	Establish streetscape/landscape design plans for South Brea Boulevard and Historic Brea that complement the existing historic environment and resources. Ensure plans are consistent with the Public Realm Urban Design Palette in the Community Development Chapter.	Economic Development	Capital Improvement Program (CIP) funds	By 2006					
CD-5.3	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the updated ordinance and map over time.  Continue to implement the Neighborhood Enhancement Plan allowing for various rehabilitation programs.	Community Services, Economic Development							
CD-5.4 CD-5.6 CD-6.1 CD-6.5	Update and amend the Brea Towne Plaza Specific Plan to include updated standards on design guidelines for commercial development for South Brea Boulevard that respect and complement the historic character of surrounding neighborhoods.								
CD-6.2	Encourage ownership housing types such as condominiums and townhouses within in the Mixed Use III area in South Brea Boulevard.								
CD-5.5 CD-5.7	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005			CR-14.2		
Focus Areas: Carbon Canyon and Olinda Village									
CD-7.1 CD-7.3 CD-7.4 CD-8.2 CD-8.3 CD-8.7	Update and continue to implement the Brea Hillside Management Ordinance.  Implement the Hillside Development Policy within the Land Use Section of the General Plan.	Development Services, Fire and Police Services	Development fee, Environmental impact mitigation	By the end of 2004;  Ongoing					
CD-7.2	Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.	Development Services	Development fee, Environmental impact mitigation	Ongoing			CR-10.3 CR-10.5		
CD-7.5	Work with the Economic Development to assist in attracting local-serving businesses in Olinda Village and ensure the businesses are consistent with the Neighborhood Commercial designation of the Land Use Policy Map.	Development Services, Economic Development	General fund	Ongoing	CD-21.1 CD-21.3 CD-21.6 CD-22.1 CD-22.2 CD-22.4 CD-22.5 CD-23.1				
CD-7.7 CD-8.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"><li>Conservation easements;</li><li>Purchase of development rights;</li><li>Transfer of development rights;</li><li>Mitigation and Land banking;</li><li>Development rights agreement; and</li><li>Open space preservation fund;</li></ul>	Development Services,	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-7.1 CD-7.5 CD-8.6		CR-4.1 CR-5.1 CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6		
CD-7.8	Investigate alternatives to the Carbon Canyon Specific Plan for regulating land use within this area. Determine whether the Plan is feasible to implement with respect to biological, infrastructure, circulation, and topographical constraints.	Development Services,	General fund	By the end of 2003					
Hillsides and Unincorporated Brea									
CD-8.4	Work with Integrated Waste Management Department of Orange County (IRWD) to ensure the proposed end use of the landfill is a county regional park.								

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-8.5	Collaborate with Federal, state, regional, local, non-profit, environmental and conservation organizations, and private entities to conserve, protect, and enhance open spaces and natural resources throughout Brea’s Planning Area.	Development Services	General fund	Ongoing	CD-1.7		CR-4.3 CR-5.3		
CD-8.6	Review development proposals to ensure projects are integrated into City’s circulation system.	Development Services	Development fees	Ongoing					
CD-8.8	Work closely with the County of Orange to emphasize the City’s need to participate in development review process of projects within Brea’s sphere of influence and surrounding unincorporated	Development Services	General fund	Ongoing					
Southeast Brea									
CD-9.1 CD-9.4	Work with the Economic Development to assist in attracting new commercial businesses in Southeast Brea that complement rather than compete with businesses along Imperial Highway and Downtown. Also assist in attracting an established quality, educational institution in this area such as a community college or a unique small-scale school such as an art college.	Development Services, Economic Development	General fund	Ongoing					
CD-9.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2		CR-7.1 CR-7.2 CR-7.5		PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.3 CD-9.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.	Recreation Services, Development Services	Development fees, General fund, Park dedication	Annually	CD-1.7 CD-1.8		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-9.5	See Housing Element								
CD-9.7	Have the Community Services Department to explore different cultural art options for the reuse of the Unocal center theatre.	Community Services	General fund	By the end of 2005 or after development of the Unocal Research Center					
SECTION II: CIRCULATION									
Regional Transportation Facilities									
CD-10.1 CD-10.2 CD-10.3 CD-10.4	Coordinate planned development in the planning area with needed improvements to the regional circulation system by:  1) Supporting improvement of all regional highways and freeways in the area with Caltrans; 2) Cooperate with surrounding jurisdictions to ensure efficient operation of the arterial network; and 3) Coordinating with Orange County Transit Authority (OCTA) regarding the planned regional network improvements and transit services.	Community Development, OCTA, Caltrans	General fund	Ongoing	CD-26.1				

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-10.4 CD-10.6	Create a special study area for Carbon Canyon Road to analyze local and regional impacts and alternatives to improve congestion on this roadway.	Community Development	General fund	Complete 2005					
Local Circulation System									
CD-10.5	<p>Work closely with OCTA to amend the Master Plan of Arterial Highways as follows:</p> <ul style="list-style-type: none"><li>▪ <b>Reclassify Puente Avenue and Whittier Boulevard as a Collector Arterial.</b> This modification accurately represents the function of this roadway.</li><li>▪ <b>Reclassify Brea Canyon Boulevard (north of Lambert Road) as a Collector.</b> The Collector classification best reflects the function Brea Canyon Boulevard serves during most travel hours. Only during the evening commute does the roadway experience heavy use, typically as an alternative to the crowded SR-57 freeway. The City will preserve right-of-way adequate for a Minor Arterial, but the Collector designation indicates the anticipated roadway function.</li><li>▪ <b>Reclassify South Brea Boulevard (south of Imperial Highway) as Primary Arterial.</b> This modification preserves right-of-way consistent with a Major Arterial standard but indicates the City's intention to maintain no more than two travel lanes in each direction. The land use plan provides for South Brea Boulevard to be a mixed-use, pedestrian-friendly district. The wide right-of-way will provide space for on-street parking, pedestrian enhancements, ample landscaping, and street-oriented development.</li><li>▪ <b>Eliminate Tonner/Valencia Avenue (north of Lambert Road) as Proposed Primary Arterial.</b> Land use policy north of Lambert Road does not support the MPAH alignment, nor does planned densities require a roadway of this size.</li></ul>	Community Development , OCTA	General fund	Complete MPAH by 2004					
CD-11.1 CD-11.2 CD-11.4 CD-11.7 CD-6.3	Implement the circulation system in the planning area in concert with land development to ensure adequate levels of service and monitor the operation of major streets. Future roadways must meet roadway classification specifications and performance criteria. As traffic approaches the Level of Service standards established in the Circulation Section, roadway capacity will be improved by adding through and turn lanes and other transportation measures according to the Arterial Highway Plan.	Community Development	General fund, Measure M revenue, Development fees, Other State and Federal sources, Gas tax revenue	Ongoing					
CD-11.1 CD-13.1	Establish a capital improvement program to address phasing and construction of traffic improvements and capital facilities throughout the planning area. Utilize the Capital Improvement Program (CIP) process to finance and complete the roadway and bikeway improvements specified in the Circulation Section. Update the Capital Improvement Program annually to respond to changes in local priorities and available funding sources.	Community Development	Capital Improvement Program (CIP) funds, Gas tax revenues, Federal Transportation funds	Ongoing					
CD-11.5 CD-11.9 CD-6.4	Revise and/or adopt street design standards, focused on pedestrian and bicycle safety, landscaping, traffic calming, and neighborhood character. If requested by the OCTA, consider requiring (and require developers to provide) bus loading areas or turnouts for buses.	Community Development, OCTA	General fund	Ongoing					



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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-11.6	To reduce expenditures, improve design, and minimize traffic disruption, coordinate local street improvements with major transportation system improvement projects, such as widening the State Route 57 on and off ramps at Lambert Road.	Community Development, Caltrans	Capital Improvement Program (CIP) funds, Development fees, Gas tax revenue	Ongoing	CD-12.1				
CD-11.10	Coordinate with the school districts and other entities to develop “Suggested Route to School Plans” for all public and private schools in the City and for schools serving students living in Brea. Plans shall identify all pedestrians and bicycle facilities, and traffic control devices for residents to determine the most appropriate travel route. The plans shall also identify existing easements for sidewalks.	Community Development, Brea Olinda School District, La Habra City School District	General fund, Grants	Ongoing					
CD-11.10	Increase priority of pedestrian safety projects (i.e., pedestrian street crossings, sidewalks, or pathways) as part of the Capital Improvement Program. Review the need to install sidewalks or paths and crosswalks on all City streets within one-half mile of all public schools within the City.	Community Development	Capital Improvement Program (CIP) funds	Ongoing					PS-3.1 PS-3.2 PS-3.3
<b>Public Transportation System</b>									
CD-12.1 CD-12.2 CD-12.3 CD-12.4	Work with OCTA to improve transit service and encourage ridership through the following actions: <ul style="list-style-type: none"><li>Encourage provision of transit facilities in major new development and major rehabilitation projects;</li><li>Support OCTA demand-responsive (ACCESS) service and other paratransit operations ;</li><li>Work with OCTA to provide information to the public on available alterantive transportation choices and routes; and</li><li>Incorporate design features into public improvement projects that promote and support the use of public transportation.</li></ul>	Community Development, OCTA	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.3	Encourage local businesses to provide employees with transit passes or other financial incentives to use transit to commute to and from the workplace.	Community Development	General fund, Private investment	Ongoing					
CD-12.5	Identify bicycle and pedestrian projects in the CIP and through development fees that help to complete or enhance connections to bus stops.	Community Development	General fund, Development fees	Ongoing			CR-6.3 CR-7.1 CR-7.5		
CD-12.6	Work with OCTA and/or require development projects to provide transit stop enhancements including benches, shelters, schedule information, and real-time bus location data. Stop locations should be located near building entrances to encourage bus ridership.	Community Development, OCTA	General fund, Development fees	Ongoing					
<b>Bicycles and Pedestrians</b>									
CD-13.1 CD-13.3 CD-13.4	Implement the Circulation Plan to ensure Development of bicycles facilities and amenities as follows: <ol style="list-style-type: none"><li>Upgrade existing bikeways and develop new bicycle facilities in accordance with the standards and locations in the Circulation Section;</li><li>Require the provision of secure bicycle parking (e.g., racks, lockers) as part of all future development projects for non-single family residential development;</li><li>Encourage non-residential development projects to include amenities such as showers and lockers for employees to further bicycling as an alternative to automobile travel; and</li><li>Prohibit motorized vehicular traffic on trails, pathways, parks, and dedicated open space areas except for maintenance and emergency purposes.</li></ol>	Community Development	Capital Improvement Program (CIP) funds, Development fees	Ongoing			CR-6.4 CR-7.5		

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
CD-13.2	Require development proposals to include improvements for an urban and walkway trail system including, but not limited to access points, landscaping, proper lighting, intersection improvement, decorated accent paving materials, and other pedestrian improvements. Ensure easy linkages to important activity areas such as schools, commercial areas, cultural and social centers and other high pedestrian activity areas.	Development Services, Recreation Services	Development fees	Ongoing	CD-2.2 CD-2.3 CD-2.4 CD-2.5 CD-6.2				PS-2.2 PS-2.3 PS-3.1 PS-3.2 PS-3.3
CD-13.1	Develop a community awareness program to encourage local use of bicycles paths, lanes, and routes including posting maps on the City’s website. Include bicycle and pedestrian safety and enforcement when developing community awareness programs.	Community Development	General fund	Ongoing			CR-6.4 CR-7.5		PS-3.1 PS-3.2 PS-3.3
CD-13.4	Make bikeway improvements a funding priority by:  1) Continuing to consider financing bikeway design and construction as part of the City’s annual construction and improvement fund; 2) Incorporating bikeway improvements as part of the Capital Improvement Program; and 3) Aggressively pursue regional funding and other Federal and State sources for new bikeways.	Development Services	Capital Improvement Program (CIP) funds, Federal and State funding sources	Ongoing			CR-6.4 CR-7.5		
SECTION III: INFRASTRUCTURE									
CD-14.1 CD-14.2 CD-14.4	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services, Maintenance Services	General Fund, development fees	Ongoing					
CD-14.2	Implement the City’s Water Master Plan recommendations for replacement, maintenance, and improvement of water services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing					
CD-14.2	Implement the City’s Sewer Master Plan recommendations for replacement, maintenance, and improvement of sewer services.	Maintenance Services	General Fund, development fees, state and federal funds	Ongoing					
CD-14.1	Review development proposals for consistency water, power and solid waste disposal infrastructure requirements.	Development Services	General Fund, development fees	Ongoing					
CD-14.3	Continue to balance infrastructure fees with the cost of providing infrastructure services to new development.	Maintenance Services	General Fund, development fees	Ongoing					
CD-15.1 CD-15.2	Continue to participate in the Orange County Storm Water Management Plan.	Maintenance Services	General Fund	Ongoing	CD-26.1				
CD-15.1 CD-15.2	Provide information on storm water hazards, correct disposal techniques, and recycling options within the Brea Line on a quarterly basis.	Maintenance Services	General Fund	End of 2005	CD-26.1				
CD-15.3	Consider implementing parking restrictions for all streets in Brea on days in which street sweeping occurs.	Maintenance Services	General Fund	End of 2005					
CD-16.1	Provide funding or development incentives to encourage the installation of on-line services or learning opportunities.	Development Services, Maintenance Services	General Fund	End of 2006					
CD-16.2	Examine the feasibility of developing an on-line network or City-intranet for development of on-line building permits, registration, or payment of bills	Development Services, Maintenance Services	General Fund	By end of 2006					

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SECTION IV: ECONOMIC DEVELOPMENT									
Tax Base Revenue Growth									
CD-23.1 CD-23.3 CD-23.6 CD-24.1 CD-24.2 CD-24.4 CD-24.5 CD-25.1	<p>Continue to implement and update, as needed, the Business Retention and Attraction Program, which includes a regional marketing plan, the Brea Business Beat Program, coordination of the Economic Development Committee, the North Orange County Partnership (NOCP), and participation in the Orange County Consortium, and the Orange County Business Council activities.</p> <p>Continue to coordinate with the North Orange Partnership (NOCP), Chamber of Commerce, and the Orange County Business Council to address the needs of existing and future businesses in the community. The City will work with these agencies to obtain input from the business community as to the best means for assisting local businesses and maintaining a healthy business environment.</p> <p>Continue to work with the Brea Chamber of Commerce in providing services and programs that meet the needs of Brea’s business community.</p>	Economic Development  North Orange County Partnership  Brea Chamber of Commerce			CD-4.1 CD-6.5				
CD-23.2	Revise the zoning ordinance and map to reflect the adopted Land Use Policy Map, and implement the update ordinance and map over time.	Development Services	General Fund	By the end of 2004					
CD-23.5 CD-26.1	Continue to implement the Redevelopment Agency’s 5-year Implementation Plan, Agency adopted goals, and Project Area Plans.	Economic Development Department	General Fund	Ongoing	CD-6.5				
CD-23.7	Create a program (updated regularly) that identifies and advertises childcare services in the City of Brea to residents, employers, and employees in Brea.	Community Services	General fund	Complete by 2004, Ongoing					
Diversity									
CD-24.3	Work with Family Resource Center to offer educational and training opportunities for Breans.	Community Services	General fund	Ongoing					
Expansion of Downtown									
CD-25.2	Review development proposals to ensure proper site design consistent with the Zoning Ordinance Development Standards. Reconfigure parcels, consistent with the Subdivision Map Act, to ensure greater street visibility and adequate automobile and pedestrian access.	Development Services	General fund	Ongoing					
Revitalization of Aging Business Centers									
CD-26.2	Continue to provide low-interest loans to Brea businesses through the commercial Rehabilitation Loan Program that matches loans to businesses of exterior remodeling, common space upgrading, parking improvements, landscape and hardscape upgrades, and signage improvements.								
SECTION V: GROWTH MANAGEMENT									
CD-28.1	Participate in inter-jurisdictional planning forums such as the County of Orange, the Orange County Transportation Authority (OCTA) and other local jurisdictions or other appointed bodies to implement Measure M and the development of future revisions.	Development Services	General fund, Measure M	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				
CD-28.1	Participate in the inter-jurisdictional planning forums to discuss traffic improvements, cooperative land use planning and appropriate mitigation measures for development projects with multi-jurisdictional impacts.	Development Services	General fund, Measure M	Ongoing					
CD-27.5 CD-28.3	Work with inter-jurisdictional planning forums to improve the sub regional balance of jobs and housing	Development Services	General fund, Measure M	Ongoing					
CD-26.3 CD-28.2	Cooperate with state, county, and local governments in planning and implementing the City’s Circulation Element, and coordinating efforts to ensure orderly development.	Development Services	General fund, Measure M	Ongoing			CR-13.1		
CD-27.1	Coordinate population, housing, employment, and land use projections with the state Department of Finance, Southern California Association of Governments (SCAG), the County of Orange Development Monitoring Program, and local school and water districts.	Development Services	General fund, Measure M	Ongoing					
G-28.1	Continue to cooperate with the County of Orange in annually updating the Congestion Management Plan (CMP). Participating in the annual CMP update will ensure that the City receives its share of state gasoline sales tax revenue for transportation improvements.	Development Services	General fund, Measure M	Ongoing					
G-27.4 G-27.5	Provide incentives for infill development through development and parking standards in the City’s zoning code.	Development Services	General fund	By 2003					

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies														
					Community Development	Housing	Community Resources	Community Services	Public Safety										
SECTION VI: PARKS AND OPEN SPACE SECTION																			
Parks																			
CR-1.1 CR-1.2 CR-1.4 CR-1.5 CR-1.6 CR-1.7 CR-3.3 CR-3.6	Assess the existing park and recreation system according to the standards established in the Parks and Open Space Section. Require dedication of park facilities, a fee in lieu thereof, or a combination of both, as a condition of new development pursuant to the Quimby Act. Also encourage the development of parks and recreational facilities by the private sector, but available for use by the public. Annually review park facility dedication and development fee requirements to ensure they reflect changing needs of the community, population growth, and current land and construction costs.  Properly maintain and operate the grounds and facilities of existing parks to minimize vandalism and crime, affirm safe and pleasant environments, and maximize public use and enjoyment.	Community Services, Development Services	Development fees, General fund, Park dedication funds	Annually	CD-1.7 CD-1.8 CD-8.3 CD-8.6		CR-6.2 CR-6.3 CR-6.4 CR-6.6 CR-6.7	CS-2.1 CS-2.2 CS-2.3 CS-2.4	PS-2.3 PS-3.1 PS-3.2 PS-3.3										
CR-1.3	Create new park standards of park development as follows: <table><tr><th>Type of Park</th><th>Size and Service Area</th></tr><tr><td>Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)</td><td>0.5 to 5 acres, with a ¼ mile service area radius in residential setting</td></tr><tr><td>Neighborhood Park</td><td>5-10 acres, with a ¼- to ½-mile service area radius</td></tr><tr><td>Community or Sports Park</td><td>20-50+ acres, with a ½- to three- mile service area radius</td></tr><tr><td>Regional Park</td><td>50 acres or larger</td></tr></table>	Type of Park	Size and Service Area	Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a ¼ mile service area radius in residential setting	Neighborhood Park	5-10 acres, with a ¼- to ½-mile service area radius	Community or Sports Park	20-50+ acres, with a ½- to three- mile service area radius	Regional Park	50 acres or larger	Community Services, Development Services	Development fees, General fund, Park dedication funds	Establish new standards by end of 2004;	CD-8.3				
Type of Park	Size and Service Area																		
Smaller green spaces in urban areas (mini, tot lots, and/or pocket parks)	0.5 to 5 acres, with a ¼ mile service area radius in residential setting																		
Neighborhood Park	5-10 acres, with a ¼- to ½-mile service area radius																		
Community or Sports Park	20-50+ acres, with a ½- to three- mile service area radius																		
Regional Park	50 acres or larger																		
CR-2.1 CR-2.2 CR-3.7	Review development proposals for potential impacts to existing public parks and open space from non-recreational uses. Ensure that new uses or facilities, including new recreation facilities, do not displace existing casual use facilities and parks.	Development Services, Community Services	Development fees	Ongoing	CD-5.4														
CR-3.1	Create a scheduling program that maximizes use of available recreational programs and facilities.	Community Services	General fund	Establish program by end of 2004;				CS-2.2 CS-2.3 CS-2.4											
CR-3.2	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services, Development Services, Brea-Olinda School District	General fund	Ongoing				CS-3.1 CS-3.2 CS-3.3 CS-6.2											
CR-3.4	Research “Rails to Trails” program and related resources for potential funding sources. Create strategy and proposal to convert abandoned segments of the Union Pacific railroad right-of-way to an additional recreational use, trail, and/or greenway.	Development Services, Community Services	General fund	Complete analysis by 2006			CR-6.4 CR-7.3												
CR-3.5	Collaborate with Federal, state, regional, and local agencies regarding the integration with existing and potential trail systems, recreational facilities, and recreation programs.	Development Services	Development fees, General fund	Ongoing			CR-4.3 CR-5.3 CR-6.1 CR-6.2 CR-6.3												
Open Space																			
CR-4.1 CR-5.1	Investigate creative methods or programs aimed at acquiring and/or purchasing open space lands such as: <ul style="list-style-type: none"><li>Conservation easements;</li><li>Purchase of development rights;</li><li>Transfer of development rights;</li><li>Mitigation and Land banking;</li><li>Development rights agreement; and</li><li>Open space preservation fund;</li></ul>	Development Services	Development fees, Bonds, Special assessment districts, Grants, Open space conservation funds,	By the end of 2004;	CD-1.7 CD-1.9 CD-1.10 CD-6.2 CD-6.7 CD-7.1 CD-7.5 CD-8.6		CR-8.1 CR-8.3 CR-9.1 CR-9.2 CR-9.3 CR-9.5 CR-10.6												

## Community Resources

### Brea General Plan Implementation Guide

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Community Resources  
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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION VIII: WILDLIFE HABITAT									
CR-8.1	<p>Require development proposals, particularly in sphere of influence and hillside areas to preserve, restore, and enhance existing wildlife corridors, habitat, and roadway crossings.</p> <p>Require development proposals to include the assessment of potential migratory birds and raptor nests (in compliance with the Migratory Bird Treaty Act and the California Fish and Game Code.) Mitigation for the presence of active nests may be conducted in the following ways:</p> <ul style="list-style-type: none"><li>▪ Prior to the commencement of tree removal during the nesting season (February – July), all suitable habitats should be thoroughly surveyed for the presence of nesting birds by a qualified biologist. If any active nests are detected, the area shall be flagged and avoided until the nesting cycle is complete; or</li><li>▪ Tree removal and grading may be delayed until after the breeding season (August-January) to ensure that no active nests will be disturbed.</li></ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fee, Environmental impact mitigation	Ongoing	CD-6.2		CR-10.3 CR-10.5		
CR-8.2 CR-9.2 CR-9.3 CR-9.4	<p>Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals:</p> <ul style="list-style-type: none"><li>▪ Natural communities;</li><li>▪ Riparian and wetland habitat (including potential jurisdictional areas);</li><li>▪ Coastal sage scrub habitat;</li><li>▪ Coast live oak habitat;</li><li>▪ Rare and endangered plant and animal species;</li><li>▪ Habitat fragmentation (including disruption of wildlife corridors); and</li><li>▪ Creeks , blue line streams, and associated tributaries;</li></ul>	Development Services	Development fee, Environmental impact mitigation	Ongoing	CD-6.3		CR-10.3 CR-10.5		
CR-8.3	<p>Require development proposals to consult with regulatory agencies, including the United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), United States Army Corp of Engineers (USACE), about natural resources if the following occurs on the project site:</p> <ul style="list-style-type: none"><li>▪ Potential take or substantial loss of occupied habitat for any threatened or endangered species; or</li><li>▪ Existing drainage features (jurisdictional area) are located within the project site.</li></ul>	Development Services, United States Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG)	Development fees	Ongoing					
CR-8.4	Work with resource agencies, universities, and other groups that help monitor wildlife and determine effectiveness of wildlife corridors.	Development Services	General fund, Development fees	Ongoing					
CR-9.1	Consult with Wildlife Corridor Conservation Authority (WCCA) to provide the proper planning, conservation, environmental protection, and maintenance of habitat and wildlife corridors.	Development Services, Wildlife Corridor Conservation Authority (WCCA)	General fund	Ongoing	CD-6.3				

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-9.5 CR-9.6	Investigate and create programs to manage wildlife habitat and natural resources using sound ecological principles and professionally accepted methods to protect and restore sensitive animal populations and their habitats and therefore preventing major disruptions or destruction.	Development Services, Non-profit resource groups	General fund	Establish program by end of 2006; Implement as needed					
SECTION IX: SCENIC RESOURCES									
CR-10.1 CR-10.2	Investigate creating program with standards and regulations for scenic routes and highways within the Brea Planning Area. Create program thereafter if deemed feasible.	Development Services	General fund	Investigate program by end of 2005					
CR-10.3 CR-10.5	Assess development proposals for potential impacts to significant natural resources pursuant to the California Environmental Quality Act (CEQA) and associated state and federal regulations. Require appropriate mitigation for all significant impacts if impact avoidance is not possible. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three. Address the following subjects in impact assessment as applicable to individual development proposals: <ul style="list-style-type: none"><li>Natural communities;</li><li>Riparian and wetland habitat (including potential jurisdictional areas);</li><li>Coastal sage scrub habitat;</li><li>Coast live oak habitat;</li><li>Rare and endangered plant and animal species;</li><li>Habitat fragmentation;</li><li>Creeks, blue line streams, and associated tributaries;</li><li>Significant tree stands.</li></ul>	Development Services	Development fees	Ongoing					
CR-10.4	Assess development proposals, including those in Brea’s Sphere of Influence, for potential impacts to important visual resources identified in the Scenic Resources Section pursuant to the California Environmental Quality Act. Require appropriate mitigation measures for all significant impacts. Consider important ridgelines, creeks, open space, views of the surrounding hillsides, and light and glare affects.	Development Services	Development fees	Ongoing			CR-4.1 CR-5.1		
CR-10.6	Work with Federal, state, regional, and other appropriate public agencies, private entities, and landowners to conserve, protect and enhance natural resources throughout Brea’s Planning Area.	Development Services	General fund	Ongoing					
SECTION X: WATER CONSERVATION AND QUALITY									
CR-11.1 CR-11.4 CR-11.5	Encourage water conservation throughout Brea in the following ways: <ul style="list-style-type: none"><li>Encourage the Maintenance Services Department to expand the production of recycled water and work with the districts to develop new uses for recycled water;</li><li>Require new projects to install and maintain a dual system when reclaimed water is available;</li><li>Require the use of drought resistant plant species (native species where possible) in landscaping for private and public areas, including parks;</li><li>Work with the Maintenance Services Department on the development of new water sources to serve the Planning Area;</li><li>Work with the Brea-Olinda School District to establish water conservation programs;</li><li>Require the incorporation of water conservation devices (including low-flush toilets, flow restriction devices and water conserving appliances) in new residential and non-residential development, public projects and rehabilitation projects; and</li><li>Continue to implement where applicable, the regulations and requirements in the Water-Conserving Landscape Ordinance.</li></ul>	Development Services, Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3 CD-9.4				

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-11.2	Where practical, incorporate Federal, state, and other agency policies and standards for water efficiency (e.g.: reclaimed and recycled water for landscape irrigation) into City codes, regulations , and procedures	Maintenance Services	General fund	Ongoing					
CR-11.3	Regularly review the water rate structure to ensure that it encourages efficiency and is competitive.	Maintenance Services	General fund	Ongoing	CD-9.1 CD-9.2 CD-9.3				
CR-11.4 CR-11.6 CR-12.1 CR-12.2	To reduce pollutants in urban runoff, require new development projects and substantial rehabilitation projects to incorporate Best Management Practices pursuant to the National Pollutant System Discharge Elimination System Permit (NPDES), Santa Ana Regional Quality Water Control Board, and the County of Orange Drainage Area Master Plan to ensure that the City complies with applicable State and federal regulations.  Adopt and enforce regulations in educational efforts to eliminate pollution from urban runoff.	Development Services, Maintenance Services, Santa Ana Regional Quality Water Control Board, County of Orange,	Development fees, Drainage fees, General fund, state and Federal funding fources	Ongoing					
SECTION XI: AIR QUALITY									
CR-13.1	Continue to implement the Transportation Demand Management (TDM) ordinance that implements the provisions of the 1997 Air Quality Management Plan. The ordinance will specify various TDM methods to reduce trips and influence travel modes such as:  <ul style="list-style-type: none"><li>▪ Trip reduction programs for City staff;</li><li>▪ Van pool programs for private employers;</li><li>▪ Employee incentives for public transit use;</li><li>▪ Preferential parking for carpools;</li><li>▪ Trip reduction programs for major commercial centers; and</li><li>▪ Alternative transportation modes for major events.</li></ul> Implement the programs described in the Circulation and Land Use Sections related to transportation system management (TSM) to avoid traffic congestion and reduce related emissions levels and urban runoff pollutants resulting from excess vehicle travel miles.	Development Services	General fund	By the end of 2006	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-11.5 CD-11.6 CD-12.1 CD-12.2 CD-12.4				
CR-13.2	Promote retrofit programs by the City to reduce energy usage and consequently reduce emissions from energy consumption. Provide informational literature about available retrofit programs at City offices. Inform property owners of retrofit programs when plans for remodeling and rehabilitation projects are submitted.	Development Services, Southern California Gas Company, Southern California Edison Company	General Fund, development fees, Southern California Gas Company, Southern California Edison Company	Ongoing					
CR-13.3 CR-13.4 CR-13.5	Review development proposals for potential air and water quality impacts pursuant to the California Environmental Quality Act (CEQA), Orange County Air Pollution Control District, and the South Coast Air Quality Management District CEQA Air Quality Handbook. Construction impacts can be reduced by enforcing SCAQMD Rule 403. Reduce long-term impacts using available land use and transportation planning techniques such as:  <ul style="list-style-type: none"><li>▪ Incorporation of public transit stops;</li><li>▪ Pedestrian and bicycle linkage to commercial centers, employment centers, schools and parks;</li><li>▪ Preferential parking for carpools;</li><li>▪ Traffic flow improvements; and</li><li>▪ Employer trip reduction programs.</li></ul>	Development Services	General fund	Ongoing	CD-11.1 CD-11.2 CD-11.3 CD-11.4 CD-12.1 CD-12.3 CD-12.4		CR-7.5 CR-13.4 CR-13.5		



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					Community Development	Housing	Community Resources	Community Services	Public Safety
CR-13.6 CR-13.7 CR-13.8	<p>Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan (AQMP) and meet federal and state air quality standards for all pollutants. To ensure that new measures can be practically enforced in the region, participate in future amendments and updates of the AQMP.</p> <p>To reduce dust and particulate matter levels, implement SCAQMD’s fugitive dust control measures such as:</p> <ul style="list-style-type: none"><li>▪ Restricting outdoor storage of fine particulate matter;</li><li>▪ Controlling construction activities and emissions from unpaved areas; and</li><li>▪ Paving areas used for vehicle maneuvering.</li></ul> <p>Cooperate with the Integrated Waste Management Department’s (IWMD) Regulatory Compliance group and South Coast Air Quality Management District (SCAQMD) to enforce air quality regulations at the Olinda Alpha Landfill.</p>	Development Services, IWMD, and SCAQMD	General fund	Ongoing			CR-13.7 CR-13.8		
SECTION XII: HISTORIC RESOURCES									
CR-14.1 CR-14.3	Assess development proposals for potential impacts to significant historic and cultural resources pursuant to 15064.5 of the California Environmental Quality Act.	Development Services	Development fees	Ongoing	CD-5.4				
CR-14.2	Investigate the potential of creating historic districts, conservation districts, and/or preservation overlay zones within the City. Amend the Historic Preservation Ordinance in developing criteria for district designation and include appropriate regulations to safeguard historic resources within the delineated district.	Development Services	General fund,	Investigate by end of 2005;	CD-5.7				
CR-14.4 CR-14.5	Research all types of possible funding sources and financial assistance (such as California Mills Act) to help promote, preserve, and restore historical resources in Brea. Such funding sources can include, tax incentives, Federal and state funds, grants, awards, loans, and other financial sources.	Development Services	General fund, Tax credits, grants, state and Federal funding sources	Ongoing	CD-4.7				
CR-14.6	<p>List historic resources and structures to various Federal, state, and local historic registers, including Brea’s Historic Resources Register, to prevent and discourage demolition.</p> <p>Update the City’s Historic Resources Register to further increase level of awareness of Brea’s historical resources. Continue to add resources that meet City’s Historic Preservation Ordinance.</p>								
CR-14.7 CR-14.8 CR-14.9 CR-15.3 CR-15.5 CR-15.6	<p>Work with Community Services and Recreation Services Department to promote Brea’s heritage through artwork, signs, preservation, recreation programs, events, and historical structures throughout the City and in City park lands.</p> <p>Use Federal, state, non-profit, and private programs and resources to promote Brea’s historic resources.</p>	Development Services, Community Services	General fund	Ongoing	CD-4.7 CD-5.6			CS-5.1 CS-5.2 CS-5.4 CS-5.6	
CR-15.1	Identify and implement programs to assist and encourage private property owners to preserve historic, cultural, and archaeological resources within the City.	Development Services	General fund	Ongoing					
CR-15.2	Continue to work with the City’s Historical Committee and Brea Historical Society to accomplish the goal of increasing awareness of Brea’s historic resources and the importance of their preservation. Work with Historical Society in preserving and recognizing City’s historical materials and resources. Continue to distinguish resident’s hard work for renovating and restoring historic structures with the Brea Historic Preservation Award honored by both the Brea Historical Society and City Council.	Development Services	General fund	Ongoing					
CR-15.4	Continue to work with the Brea Olinda Unified School District to provide access to the City’s information and structures that reflect the community’s history.	Development Services, Community Services	General fund	Ongoing				CS-3.1 CS-3.5	

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					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION XIII: HUMAN SERVICES									
CS-1.1	Continue to use the Community Center as a resource for family classes.	Community Services Department	General Fund	On-going					
	Continue to use volunteer coordinators and committees to coordinate family classes and activities.	Community Services Department	General Fund	On-going					
	Conduct an annual survey to assess the supply and demand of childcare in Brea (by a volunteer).	Community Services Department	Not applicable	Annually					
	Maintain and make available pertinent information on child care providers through referral information.	Community Services Department	General Fund	On-going					
	Encourage full integration of individuals with disabilities in all phases of community life.	Community Services Department, Development Services	General Fund	On-going					
	Advocate, enhance and maintain the delivery of meals to the homes of low income, frail seniors, through the City, County and Feedback.	Senior Citizen Advisory	General Fund	On-going					
	Maintain (in partnership) an adult day program in Brea	Community Services Department	General Fund	On-going					
	Refine and expand the existing provider inventory for disabled residents services	Community Services Department	General Fund	On-going					
	Formalize a commitment to support the Brea Family Resource Center through adopting of the Human Services Master Plan.	Community Services Department	General Fund	2003					
	Maintain support for community volunteer coordinator program	Community Services Department	Not applicable	On-going					
	Continue to offer family friendly arts experiences highlighting value and fun.	Community Services Department	General Fund	On-going				CS-5.3	
CS-1.1 CS-1.2	Maintain a Human Services Coalition to facilitate the establishment of community based agencies and organizations that provide human services.	Community Services Department	Not applicable	On-going					
	Work with the School District to collaborate on after school and summertime programs.	Community Services Department , Brea-Olinda School District,	General Fund	On-going					
	Continue to expand business involvement to support youth and families.	Community Services Department	General Fund	Develop annually					
	Evaluate parent education programs and resources for effectiveness	Community Services Department	General Fund	On-going					
	Update and evaluate community awareness campaign regarding well-being of youth, families, and available resources.	Community Services Department	General Fund	By 2004					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.4	Continue to establish various partnerships with law enforcement.	Brea Police Department,	Not applicable	On-going					
	Identify needed teen prevention programs for particular teen age groups.	Community Services Department							
	Continue to market the volunteer program for the older population to tap into their skills and life experiences.	Community Services Department	General Fund	On-going					
	Encourage the development of long term care facilities in Brea that will serve the needs of low-income seniors.	Development Services	General Fund	2005					
	Provide programs and activities that focus on socialization, recreation, health, wellness and education needs at the Community Center. Continue vigorous effort to attract the active senior.	Community Services Department	General Fund	On-going					
	Annually provide documented information on services and programs available in the community for older population.	Community Services Department	General Fund	Annually					
	Continue to support and expand public transportation for seniors.	Community Services Department, Development Services Department	General Fund	On-going					
	Expand the supply of quality licensed home childcare providers as need is determined through survey data. Explore the feasibility of including child care impact mitigation in development agreements. Continue to be available for cooperative daycare programs with Brea Olinda School District.	Brea, Olinda School District, Development Services	General Fund	Conduct survey by end of 2005					
	Continue to provide free meeting space for senior citizens' groups at the Brea Senior Center	Community Services Department	General Fund	On-going					
	Support and sustain the activities of the Brea Senior Center including transportation and the lunch program	Community Services Department	General Fund	On-going					
	Encourage quality services targeted to Brea residents with disabilities, such as Brea Express	Community Services Department	General Fund	On-going					
	Expand and support youth volunteer programs to encourage community involvement.	Community Services Department	General Fund	On-going					
	Support and enhance the Case Management Program, the Homemaker Program, and Respite Service program delivered from the Brea Senior Center for "frail elderly"	Senior Citizen Advisory	General Fund	On-going					
CS-1.1 CS-1.2 CS-1.4	Develop and expand hotline for teens with updated programs and services.	Community Services Department	General Fund	Implement hotline and other programs by late 2006					
	Investigate the feasibility of Youth Council and annually evaluate the level of participation of Student Advisory Board (7 <sup>th</sup> & 8 <sup>th</sup> graders).	Community Services Department, Brea-Olinda School District	General Fund	Begin investigation by 2005					
	Evaluate effectiveness of youth employment program for teens.	Community Services Department	General Fund	Annually					
CS-1.1 CS-1.2 CS-1.4	Encourage the development of local recreational alternatives for older teens (17-19)	Community Services Department	General Fund	On-going					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.1 CS-1.3 CP-1.4	Continue to strive to establish sports programs to meet the developmental skills/ differences of youth.	Community Services Department	General Fund	On-going					
CS-1.1 CS-1.6	Annually evaluate After School Program at the Community Center. Involve participants and their parents in determining future programs and activities.  Host a regular “convening” of service group stakeholders every two years. Inform service providers of the volunteer coordinator’s role.  Create a formal community education system and conduct personal outreach to senior citizens.  Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department.	Community Services Department  Community Services Department, Development Services Department Community Services Department  Community Services Department, Brea Police Department	General Fund  General Fund  General Fund  General Fund	Annual  Every 2 years  End of 2006  On-going					
CS-1.2 CS-1.3	Encourage bilingual families/parents to volunteer at the community center	Community Services Department	Not applicable	On-going					
CS-1.2 CS-1.4	Offer a shuttle bus from the community center to the junior high school.	Community Services Department	General Fund	2004					
CS-1.3	Offer free/low cost child care at the site of ESL classes.  Encourage the continuation and development of after school and evening programs for children and youth. Maximize participation by increasing the number of locations where the programs are provided and supporting transportation options to these locations. Develop a focused implementation plan that will examine the needs of youth, senior, and cultural integration programs in Brea. The Plan will examine existing needs, resources, and service gaps.	Community Services Department  Development Services Department  Community Services Department	General Fund  General Fund, Redevelopment, Impact fees General Fund	2003  On-going  2004					
CS-1.4	Create developer incentives (such as increased floor area ratio or reduced parking requirements) for employers or developers who include child and/or senior care facilities in the design of new housing and commercial buildings. Provide an internet link and description of community clubs on the City’s website.	Development Services Department  Development Services Department	Impact fees  General Fund	2004  2003					
CS-1.4 CS-1.5	Establish/designate a series of days which focus on specific charitable events/programs that service clubs could jointly support to the level of capability.	Community Services Department	Not applicable	2004					
CS-1.4 CS-1.5 CS-1.6 CS-1.7	Look into volunteers at the senior center, cultural organizations and high school students to translate at schools and school events such as during Parent Teacher nights.	Community Services Department, Brea Olinda Unified School District	Not applicable	On-going					
CS-1.5	Establish “volunteer time” as a community service credit for city employees working for community organizations or at events.  The City shall work with faith based organizations in the community to expand children-oriented services to the youth of Brea.	Community Services Department  Community Services Department	Not applicable  Not applicable	2003  On-going					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-1.5 CS-1.6	Develop a coordination director or liaison between the city and community groups. This position would coordinate the assistance of service clubs to assist/perform charitable programs such as “taste of Brea”, “Fourth of July” and other similar events. This would also help in informing clubs when any city assets/equipment is available/planned for redistribution.	Brea Community Services Department	General Fund	2003					
CS-1.6	Establish tangible incentives and recognition programs to high school volunteers for community service.	Brea Olinda Unified School District	Not applicable	2003					
SECTION XIV: RECREATIONAL SERVICES									
CS-2.1	The City shall strive to meet the growing recreational needs of residents through the acquisition of new programs and recreational facilities.  Support community and senior services agencies with developing recreational outreach programs.	Community Services Department	General Fund	On-going  Development implementation program by 2005.					
CS-2.2	Work with the Brea Olinda School District to develop after school recreational opportunities for teens and youth.	Community Services Department, Brea Olinda School District	General Fund,	On-going					
CS-2.3	Partner with private agencies and employment centers to develop recreational programs such as work-related sports leagues and fitness days.	Community Services Department	General Fund	2003					
CS-2.4	Continue to engage in joint use agreements with the Brea-Olinda School District to further expand recreational facilities.	Community Services Department , Brea Olinda School District	General Fund	On-going			CR-3.2 CR-1.5		
CS-2.5	Continue to support the role of the Parks, Recreation, and Human Services Commission.	Community Services Department	General Fund	On-going					
SECTION XV: EDUCATION SERVICES									
CS-3.1	Work with the Brea Olinda Unified School District to determine ways that schools can be made more available to the community for weekend and evening use.  Increase collaboration between schools, the community center and parents through exchanging activity calendars, and having a contact person at each school, community center, the City and the police department  Cooperate with existing public and non-profit service agencies to develop a service program that will coordinate the efforts of providing education to children and youth in Brea.	Brea Olinda Unified School District, Development Services Department	General Fund	On-going					
CS-3.2	Provide regular status reports to the Brea Olinda Unified School District on potential and approved development projects. Review development proposals and amendments for consistency with school facility requirements.	Brea Olinda Unified School District, Development Services Department	General Fund	Implement by 2005.					PS ES-1.3
CS-3.1 CS-3.2	Explore creating a part-time school and city liaison position.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					
CS-3.3	Work with the Brea Olinda school district to assess development impact fees and other potential funding sources for the development of new school facilities.	Brea Olinda Unified School District, Planning Department	General fund	On-going		ES-1.3			
CS-3.2 CS-3.3	Require an assessment of school impacts prior to the approval of development projects that require legislative acts, including general plan amendments and zoning changes.	Brea Olinda Unified School District, Development Services Department	General Fund	Investigate feasibility by end of 2005.					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-3.4 CS-3.5	Offer a shuttle bus from the community center to the junior high school.	Brea Olinda Unified School District, Development Services	General Fund	Investigate feasibility by end of 2004.					
CS-3.6	Encourage the establishment of a post-secondary educational institution such as an art school, satellite university campus, or vocation school. Provide funding and regulatory incentives to facilitate development.	Economic Development, Development Services	Impact fees and outside funding sources	Commence investigation by 2005.					
SECTION XVI: LIBRARY SERVICES									
CS-4.1	Encourage adequate library services not only for general users of the facility, but also those involved with children’s programming and English as a second language users.	Orange County Library	General Fund	On-going					
CS-4.1 CS-4.3	Establish an advisory network composed of representatives of local public facility and service provider, City officials, the Brea Olinda School District and the Orange County Public Library. This network would not be a standing board of the City, but rather, a group that periodically meets and advises the Orange County Library in order to ensure that the community’s needs for library services are being met.  Explore possible joint marketing Library programs with City and Schools.	Orange County Library, City of Brea, Brea Olinda Unified School District	General Fund	2004  Investigate feasibility by 2004.					
CS-4.3	Identify and continually monitor library service needs in the community through surveys and outreach.  Provide advanced communication opportunities for the public at City libraries.  Explore need for citizens support group for the Library.  Continue effort to expand existing Library programs through the use of teen and adult volunteers.	Orange County Library, Community Services Department	General Fund	2003  Ongoing  Investigate program by 2005.  On-going					
CS-4.4	Cooperate with the Orange County Public Library system, in exploring the development of maintaining a new or expanded library facility in the community.	Orange County Library	General Fund	Investigate feasibility by 2005.					
SECTION XVII: CULTURAL ARTS									
CS-5.1	Continue implementation of the Arts in Public Places Program.	Community Services Department, Development Services	General Fund, Development fees	On-going					
CS-5.1 CS-5.11	Prepare a Cultural Arts Master Plan.	Community Services Department	General Fund	Complete Plan by end of 2005					
CS-5.2	Work with the Brea Historical Society to establish criteria to include more representation of Brea’s history and historical resources in arts programs and public art.	Community Services Department,	General fund, Development fees	On-going					
CS-5.2 CS-5.9	Explore new and creative methods for capturing and preserving the cultural heritage of the community, such as oral history programs and videotapes.	Community Services Department	General Fund	2005					
CS-5.3	Continue to integrate the fine arts into the After School Program.  Continue to establish art internships.	Community Services Department	General Fund	On-going					
CS-5.3 CS-5.7	Cooperate with the Brea Olinda Unified School District, local private schools and colleges to increase art education in Brea.	Community Services Department , Brea Olinda School District	General fund, School District funds	On-going					
CS-5.4	Develop an art recognition or awards program to recognize local artists.	Community Services Department	General Fund	Establish program by end of 2005					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
CS-5.5	Develop opportunities for live/work “artist loft” housing for artist through zoning, regulatory incentives and funding. Restrict these units for use by local artists.	Community Services Department, Development Services	General Fund	Explore development of program by end of 2005. Implement as needed.					
CS-5.6	Adopt a plaque program to recognize culturally important and heritage sites.  Continue implementation of the Art Shelter program for public bus stops.  Develop program objectives and provide detailed standards and guidelines for the installation of public art, with an emphasis on the relationship between local history and public art. Address issues of artist selection, project siting, funding, etc. There should be close coordination with the Streetscape Standards & Guidelines and the Environmental Graphics Program.	Community Services Department	General Fund	Develop of program by 2006  On-going  Develop program by 2006					
CS-5.8	Examine possible private/public partnerships to further cultural arts awareness and programs.	Community Services Department	General Fund	On-going					
CS -5.11	Consider developing an ‘arts shuttle’ similar to the arts shuttle in Laguna Beach and Pasadena that provides transportation to different venues in Brea.	Community Services Department, Development Services	General Fund	Explore feasibility of shuttle by 2005.					
CS-5.12	On a periodic basis, poll the community to identify demand for cultural arts programs and to determine whether needs/desires are being met.	Community Services Department	General Fund	Develop survey by end of 2004. Poll community every two years.					
CS -6.1	Continue to utilize and promote the Curtis Theater, Brea Gallery, and the Community Center for cultural art venues.	Community Services Department	General Fund	On-going					
CS-6.2	Develop joint-use agreements with the Brea Olinda School District for the sharing of performance and exhibit spaces.	Community Services Department, Brea Olinda School District	General Fund	Begin development of agreements by 2004					
CS-6.3 CS-6.3	Examine opportunities within existing structures and new development for the exhibit spaces or performance venues.	Community Services Department, Development Services	General Fund	2005					
CS- 7.2	Encourage Brea talent to apply for grants for public art creation and programs.	Community Services Department	General Fund	On-going					
CS-7.1 CS- 8.1	Apply for state, federal, local and private grants to increase participation and promote Brea’s cultural arts programs.	Community Services Department	General Fund	2005 and as needed					
CS-7.3	Encourage City staff to volunteer at City-sponsored arts events.	Community Services Department, City of Brea	General Fund	On-going					
CS-7.2 CS--8.1	Work with non-profit, private and community organizations to provide funding, volunteer and exposure for cultural arts activities. Explore the development of a community or privately sponsored plaque or mural program.	Community Services Department	General Fund	On-going					

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					Community Development	Housing	Community Resources	Community Services	Public Safety
SECTION XVIII: EMERGENCY SERVICES AND SAFETY									
PS-1.1	Ensure that city staff continues to meet with the Brea Police Department to identify community needs, issues and any impacts that new development might have on police services. Evaluate the need for additional police facilities to serve new development.	Police Services	General fund	Ongoing					
PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.3	Evaluate the number of officers, total population, and crime statistics to ensure that appropriate levels of police protection are provided citywide.	Police Services	General fund	Ongoing					
PS-1.4	Fund appropriate levels of fire personnel, staff, and equipment, to maintain a four- to six-minute emergency response time for fire emergencies.	Police Services, Fire Services	General fund	Ongoing					PS-6.2
	Utilize wildland urban fire hazard mitigation techniques involving vegetation modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.	Development Services, Fire Services	General fund	Ongoing					PS-6.2 PS-6.3
PS-1.5	Require new development to pay for increased fire protection as necessitated by a particular development..	Development Services, Fire Services	General fund	Ongoing					
PS-1.6	Require the installation of sprinkler systems in all buildings that are not readily accessible to fire-fighting equipment and apparatus or do not meet minimum fire flow and fire hydrant requirements.	Development Services, Fire Services	General fund	Ongoing					
	Inspect water hydrants and conduct fire-flow tests on an annual basis, with priority given the high-fire-hazard areas.	Fire Services	General fund	Ongoing; Annually					
PS-1.7	Continue active community oriented policing programs such as the Brea Bicycle Patrol program and the Community Action Patrol. Require the participation of the Police Department in the development review process relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services	General fund	Ongoing					
PS-1.8 PS-1.2	Coordinate with the Brea Fire and Police Department to determine the need and applicability of new technology and equipment in Brea.	Police Services, Fire Services	General fund	Ongoing					
PS-1.9	Biannually evaluate the City’s emergency preparedness program to ensure that the City has adequate police, fire and protection services in event of an emergency.	Police Services, Fire Services, Development Services	General fund	Biannually					
PS-1.10	Conduct annual mailings to Brea residents through utility bills that explain the City’s Emergency Response Plan, Brea Emergency Operations Center, and appropriate procedures and numbers to call in the event of a disaster.	Police Services, Fire Services, Development Services	General fund	Annually					
PS-1.11	Coordinate with the Brea Police Department to increase public awareness about criminal activity and crime prevention. Maximize the use of after school programs, volunteer programs, Neighborhood Watch programs and other community oriented policing programs.	Police Services	General fund	Ongoing					
PS-1.12	Develop and maintain crime prevention guidelines for building construction. Provide these guidelines to police and code enforcement personnel.	Police Services, Development Services	General fund						
Crime Prevention Through Environmental Design (CPTED)			General fund						
PS-2.1	Implement crime prevention through environment (CPTED) design, based upon the concept of defensible space with the establishment of specific design criteria, and the application of that criteria to proposed projects through the development review process. Establish funding sources and priorities, and set forth a phased improvement program.	Police Services, Development Services	General fund						
PS-2.2	Enforce natural surveillance techniques for existing projects and new residential and commercial projects.	Police Services, Development Services	General fund	Ongoing					



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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-2.3	Require the participation of the Police Department in the development review process for public areas relative to building and site plan vulnerabilities to criminal activity and suggested design criteria to mitigate such vulnerabilities.	Police Services, Development Services	General fund	Ongoing					
PS-2.4	Examine and maintain a database of structures within the City that are at risk of incidence of or crime. Develop an implementation strategy based upon CPTED design techniques.	Police Services, Development Services	General fund						
Pedestrian Safety			General fund						
PS-3.1	Develop objectives, and detailed standards and guidelines for the treatment of public streetscapes to improve safety and walkability. Recommendations should address street trees, street lighting, street furniture, traffic calming, and other pertinent issues. Establish funding sources and priorities, and set forth a phased improvement program.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.2	Require that adequate safety lighting in pedestrian and parking lots is addressed for all new projects through the development review process.	Development Services	General fund	Ongoing	CD-12.2		CR-7.1 CR-7.2 CR-7.5		
PS-3.3	Develop appropriately designed shielding safety lighting for pedestrian walkways and trails. Establish an implementation plan for development of lighting installation.	Development Services	General fund		CD-12.2		CR-7.1 CR-7.2 CR-7.5		
SECTION XIX: HAZARDS MANAGEMENT									
PS-4.1	Minimize public health and environmental risks from the use, transport, storage and disposal of hazardous materials with the following approaches: <ul style="list-style-type: none"><li>Cooperate with federal, state and local agencies to effectively regulate the management of hazardous materials and hazardous waste;</li><li>Cooperate with the County of Orange to implement applicable portions of the County Hazardous Waste Management Plan and the Hazardous Materials Area Plan;</li><li>Identify roadway transportation routes for conveyance of hazardous materials;</li><li>Implement the emergency response plan for accidents involving hazardous materials; and</li><li>Cooperate with the Certified Unified Program Agency (CUPA) for the City of Brea (the Orange County Environmental Health Department) and the Orange County Fire Authority to administer risk management plans for businesses within the City.</li></ul>	Development Services, Maintenance Services, County of Orange, Federal and State Agencies	General fund, federal, state and local regulatory agencies	Ongoing					
PS-4.2	Monitor businesses that transport, handle, and generate hazardous materials to ensure proper disposal.	Development Services, Maintenance Services	General fund	Ongoing					
PS-4.3	Cooperate with the County Household Hazardous Waste Program to protect residents from dangers resulting from the use, transport and disposal of hazardous materials used in the home. The program includes public education about health and environmental hazards of household hazardous materials and periodic collection campaigns at established sites. Educate residents of the nearest location of a hazardous waste disposal site.	Development Services, County of Orange, Environmental Health Department	General fund	Ongoing					
PS-4.4	Provide education and information to the community about: <ul style="list-style-type: none"><li>Commonly used hazardous materials;</li><li>More environmentally friendly alternatives;</li><li>Safe recycling and disposal methods; and</li><li>Location of nearest household hazardous waste collection center.</li></ul>	Development Services, County of Orange	General fund	Ongoing					
PS-5.1 PS-5.2	Cooperate with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources to protect residents from dangers resulting from the drilling, operation, maintenance, and abandonment of oil, gas, and geothermal wells and support regulations regarding abandoned oil facilities including both idle and orphan wells.	Development Services, California Department of Conservation-Division of Oil, Gas, and Geothermal Resources	General fund	Ongoing					PS-5.2
PS-5.3	During review of development proposals, require comprehensive investigation, studies, disclosures, and remediation of any former oil field property proposed for an alternative use.	Development Services	Development fee	Ongoing					
SECTION XX: WILDLAND FIRES									

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-6.1	Continue to implement the Very High Fire Hazard Area Requirements and the Fuel Modification Plan Guidelines for High Fire Hazards Areas as a preventative measure to avert wildand fires.	Development Services, Fire Services	General fund	Investigate by end of 2005; implement as needed					
PS-6.2 PS-6.3	Promote fire prevention in Brea in the following ways: <ul style="list-style-type: none"><li>▪ Work closely with the Orange County Fire Authority to implement fire hazard education and fire prevention programs, including fuel modification programs;</li><li>▪ Utilize wildland urban fire hazard mitigation techniques involving vegetation/fuel modification including chipping, scattering, multi-cutting, crushing, pruning and other non-fire hazard abatement concepts.</li><li>▪ Coordinate with the local water districts and Orange County Fire Authority to ensure that water pressure for urban and hillside areas and sites to be developed is adequate for fire fighting purposes; and</li><li>▪ Adopt and implement the Uniform Fire Code provisions and appropriate amendments to reflect the unique Brea topography, climate, vegetation and urban form.</li></ul>	Development Services, Fire Services	Development fees	Ongoing					PS-6.3
PS-6.2	Review development proposals to ensure that the City’s four to six-minute fire response time is undertaken.	Development Services, Fire Department	Development Fees	Ongoing					
Flood Concerns									
PS-7.1 PS-7.2 PS-7.6	Coordinate with the Orange County Flood Control District (OCFCD) to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs. Coordinate with the OCFCD, Cal Domestic Water Company and Metropolitan Water District (MWD) regarding any needed improvements to existing aboveground water tanks. In addition, work with the District to identify new flood control improvements for existing flood hazards and potential hazards from new development, and establish installation programs for improvements. Require detention basins for new development, where necessary, to reduce flooding risks.  Continue to participate in the National Flood Insurance Program (NFIP) administered through the Federal Emergency Management Agency (FEMA). The NFIP program provides federal flood insurance subsidies and federally financed loans for property owners in flood-prone areas.	Development Services, Orange County Flood Control District, Cal Domestic Water Company, Metropolitan Water District (MWD)	Development fees, General fund	Ongoing					PS-7.2 PS-7.6
PS-7.3 PS-7.5	Create an active storm drain inspection program in order to prevent flooding, avoid property damage, and protect surface water quality. Allow the program to evaluate and monitor water storage facilities that might pose an inundation hazard to downstream properties.	Development Services	General fund	Establish program by end of 2007					PS-7.5
SECTION XXII: GEOLOGIC AND SEISMIC CONSIDERATIONS									
PS-8.1 PS-8.2	To minimize damage from earthquakes and other geologic activity, implement the most recent state and seismic requirements for structural design of new development and redevelopment.  Where geologic instability can be identified and cannot be mitigated, or presence of faulting is identified, use open space easements and other regulatory techniques to prohibit development and avoid public safety hazards.	Development Services	Development Fees, General fund	Ongoing					PS-8.2

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-8.3	During review of development and redevelopment proposals, require surveys of soil and geologic conditions by state licensed Engineering Geologists and Civil Engineers where appropriate. Examples of when these surveys are required are (1) for projects within a State-delineated earthquake fault regulatory zones for liquefaction, fault ruptures, and seismically induced landsliding, in accordance with the California Geologic Survey and (2) prior to the development of any area with slopes more than 10 feet high at a gradient equal to or steeper than 2:1.	Development Services	Development fees	Ongoing					
PS-8.4	Develop informational overlays that augment the City’s zoning ordinance to identify those areas where more detailed geotechnical studies should be carried out as part of liquefaction-susceptibility investigation, restrict development in liquefaction-prone areas, or to establish specific building design standards aimed at reducing the risk of liquefaction.	Development Services	Development fees, General fund	By the end of 2004					
PS-8.5 PS-8.6	Promote earthquake preparedness in the community with periodic earthquake awareness programs. The program could include mailing brochures to residences and businesses, press releases, school education programs and presentations to homeowner groups and property managers. Coordinate programs with Federal, State, and local emergency service providers and the school districts to maximize public participation.	Development Services, Brea-Olinda Unified School District	General fund	Ongoing					
SECTION XXII: NOISE									
PS-9.1 PS-9.4 PS-9.5, PS-11.4	Ensure that new development is exposed to acceptable noise levels. Require acoustical analyses for all proposed development within the 60 dB CNEL contour as shown on Figure N-1 in the Noise Element. Also require acoustical analyses for all proposed residential projects in the vicinity of existing and proposed commercial and industrial areas. Where the noise analyses indicate that the noise standards in Table N-2 will be exceeded, require noise control measures to be incorporated into the proposed development to reduce noise to acceptable levels. Noise control measures may include berms, walls, and sound attenuating architectural design and construction methods. Only permit new development if the noise standards and the City noise regulations can be met.	Development Services	Development fees	Ongoing					PS-9.4 PS-9.5 PS-11.4
PS-9.2	Continue to enforce the City noise regulations to protect residents from excessive noise levels from stationary sources. The regulations provide protection from non-transportation related noise sources such as music, machinery, pumps, and air conditioners on private property. Periodically evaluate regulations for adequacy and revise, as needed, to address community needs and changes in legislation and technology.	Development Services	General fund	Ongoing					
PS-9.3 PS-9.5	Use noise and land use compatibility standards to guide future planning and development decisions. Table PS-6 in the Noise Element summarizes the standards for acceptable noise levels by land use types. Table PS-6 in the Noise Element provides criteria for assessing the compatibility of future development with the noise environment. Review development proposals to ensure that the noise standards and compatibility criteria are met. Require mitigation measures, where necessary, to reduce noise levels to meet the noise standards and compatibility criteria.	Development Services	Development fees, Mitigation payment	Ongoing					PS-9.5
PS-9.4	All City departments and agencies will comply with local, state and federal noise standards, including state and federal OSHA standards. All new equipment or vehicle purchases will comply with local, state and federal noise standards. Such equipment includes compressors, air conditioners, leaf blowers and other fixed and mobile machinery. Purchase noise-producing equipment with the necessary noise abating equipment installed.  Reduce the noise impacts associated with City services acquired through contracts with other public and private entities, such as street sweeping, solid waste removal and transport, landscaping maintenance, construction projects and emergency services.	Development Services	General fund	Ongoing					
PS-9.5 PS-11.5	Limit delivery or service hours for stores with loading areas, docks or trash bins that front, side, border, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations are achieved.	Development Services	General fund	Ongoing					PS 11.5

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Policy	Implementation Program Description	Responsible Agency	Potential Funding Source	Time Frame	Related General Plan Element Policies				
					Community Development	Housing	Community Resources	Community Services	Public Safety
PS-10.1 PS-10.2	Mitigate noise impacts to acceptable levels from transportation activity to enhance the quality of the community. Incorporate noise control measures, such as sound walls and berms, into roadway improvement projects to mitigate impacts to adjacent development. Request Caltrans and the Orange County Transportation Corridor Agencies (OCTA), as well Los Angeles Metropolitan Transit Authority (MTA) to provide noise control for roadway projects within the City and Sphere of Influence. Particularly, advocate reducing noise impacts from the SR-57.	Development Services	General fund, OCTA, Federal grants	Ongoing					PS-10.2
PS-10.1	Coordinate with the Orange County Sheriff’s Department and the California Highway Patrol to enforce the California Vehicle Code pertaining to noise standards for cars, trucks, and motorcycles.	Development Services	General fund	Ongoing					
PS-11.1	Provide written information describing methods of retrofitting existing structures and properties to reduce noise impacts, including sound insulation, double-pane glass windows, sound walls, berming and other measures.	Development Services	General fund	Ongoing					
PS-11.2	Enforce the provisions of the State of California Noise Insulation Standards (Title 24) that specify that indoor noise levels for multi-family residential living spaces shall not exceed 45 dB CNEL. The Title 24 noise standard is defined as the combined effect of all noise sources and is implemented when existing or future exterior noise levels exceed 60 dB CNEL. Title 24 requires that the standard be applied to all new hotels, motels, apartment houses and dwellings other than single-family dwellings. Also apply the standard to single-family dwellings and condominium conversion projects as official policy.	Development Services	Development fees, Mitigation payments	Ongoing					
PS-11.3	Require all construction activity and special events to comply with the limits established in the Noise Control Ordinance. Review the Noise Control Ordinance for adequacy and amend as needed to address community needs and development patterns.	Development Services	Development fees, General fund	Ongoing, Revise ordinance by end of 2004					

## EXHIBIT C

**Table HE-50  
Housing Implementation Program Summary**

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
<b>Maintaining Existing Housing Quality and Affordability</b>				
1. Single-Family Rehabilitation Program	Provide loans to lower income homeowners to help them rehabilitate their homes.	Issue an average of 12-15 loans and grants on an annual basis, with a goal to assist 96 households over the planning period.	CDBG	Community Development Department
2. Multi-Family Acquisition and Rehabilitation	Upgrade deteriorated apartment buildings, and provide long-term affordable rental housing.	Identify deteriorated apartments, and reach out to non-profits at least twice during the planning period to identify opportunities and to secure funds to acquire & rehabilitate units. Support Jamboree Housing in the acquisition and rehabilitation of the 47-unit Walnut Village Apts; seek to begin construction in 2023.	Housing Asset Fund; HOME; Housing Trust Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department
3. Preservation of Assisted Housing	Preserve the existing affordable rental stock at-risk of conversion to market rents.	Contact property owners of at-risk projects 3 years prior to expiration. Provide preservation incentives; work with priority purchasers; coordinate tenant education.	Housing Asset Fund; HOME; Housing Trust Fund; other State and Federal funds	Community Development Department
4. Section 8 Rental Assistance Program	Provide rental subsidies to extremely low and very low-income households.	Maintain current levels of assistance and direct eligible households to the program. Conduct outreach to landlords to encourage them to register units with the County (2022 & 2025).	HUD Section 8	Community Development Department; Orange County Housing Authority
<b>Provision of New Affordable Housing</b>				
5. Affordable Housing Ordinance	Integrate affordable housing within market rate developments.	Review and update the Ordinance by 2022 to enhance effectiveness in producing affordable units, including units affordable to lower income households.	LEAP grant	Community Development Department

<b>Housing Program</b>	<b>Program Goal</b>	<b>2021-2029 Objective/ Time Frame</b>	<b>Funding Source(s)</b>	<b>Responsible Department or Agency</b>
6. Density Bonus Incentives	Provide density and other incentives and concessions to support production of affordable housing.	Update the density bonus provisions in the Zoning Code by 2022 to align with State law and the updated Affordable Housing Ordinance.	LEAP grant	Community Development Department
7. Affordable Housing Development Assistance and Implementation Guide	Provide financial and regulatory incentives to facilitate affordable housing development and preserve the existing housing stock.	Outreach to the development community at least every other year to discuss affordable housing opportunities and available financial and regulatory incentives. Develop an Affordable Housing Implementation Guide by 2022 to reduce processing times and est. specific timeframes for tenant notification.	SB 2 Planning Grant; Housing Trust Fund; Housing Asset Fund; Co. of Orange RFPs; Low Income Housing Tax Credits	Community Development Department

**Provision of Adequate Housing Sites**

8. Land Use Element and Sites Inventory	Provide adequate sites for future housing development consistent with regional housing needs.	Maintain a current inventory of residential and mixed-use sites and provide to developers along with information on available development incentives. Maintain inventory on City's website. Amend Code for by-right approval of projects with min. 20% lower income units on rezone and 5th cycle sites within 1 year of Housing Element adoption (2022).	General Fund	Community Development Department
8a. Lot Consolidation Program	Provide incentives for the consolidation of parcels into larger development sites.	Conduct outreach to property owners of Housing Element sites and adopt a Lot Consolidation Ordinance to codify available incentives (2022). Conduct a mid-cycle review in 2025 and make modifications as necessary to promote housing on small sites.	General	Community Development Department
8b. Replacement Housing Program	Ensure no net loss of units affordable to	Update Code in 2022 to specify replacement housing requirements	General	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
	lower income households	consistent with Government Code 65583.2(g)(3).		
9. Brea Core Plan	Provide expanded opportunities for mixed use and high-density residential development.	Develop and adopt the Brea Core Specific Plan by 2023, incorporating an Overlay to focus higher densities in the Core. Incorporate modified standards to support office-to-residential conversions. Conduct a mid-cycle review in 2025 and make modifications to the Plan as necessary by 2026 to facilitate higher density development.	General Fund	Community Development Department
10. Accessory Dwelling Units	Promote accessory dwelling units in new and existing housing as a form of affordable, multi-generational housing.	Adopt ADU Design Guidelines by 2022 and seek to permit an average of 16 ADUs annually. Research program for funding assistance for deed restricted ADUs (2022), and est. pilot program as appropriate (2024). Conduct reviews in 2024, 2026 and 2028 and if production falling short, ensure adequate sites to meet lower income RHNA or commit to rezoning within one year. Work with HCDs ADU Ordinance Team to make any adjustments to the Ordinance consistent with state law (2022).	SB 2 Planning Grant	Community Development Department
11. Publicly-Owned Land for Affordable Housing	Provide expanded sites for affordable housing on surplus or underutilized public land.	Contact property owners in Sites #1 and #14 to discuss opportunities for lot consolidation (2023), and issue an RFP for development on identified City-owned parcels (2024). Modify the P-F zone to conditionally allow residential uses (2024).	General Fund	Community Development Department

<b>Housing Program</b>	<b>Program Goal</b>	<b>2021-2029 Objective/ Time Frame</b>	<b>Funding Source(s)</b>	<b>Responsible Department or Agency</b>
12. Annexation of Sphere of Influence	Increase the City's capacity to accommodate future housing growth.	Adopt the Brea 265 Specific Plan and EIR, and complete annexation by September 29, 2022. Should the annexation not be completed by this date, rezone additional sites as necessary to address the City's RHNA.	General Fund	Community Development Department

#### **Removal of Governmental Constraints**

13. Objective Development Standards and Administrative Approval Process	Facilitate quality development that can be approved ministerially.	Establish objective standards and ministerial processing procedures by 2022, including for SB 35 applications, to streamline the review process.	SB 2 Planning Grant	Community Development Department
14. Updated Parking Standards	Implement parking standards that address the contemporary needs of a variety of housing types.	Update and streamline parking standards by 2022 to enhance development feasibility.	SB 2 Planning Grant	Community Development Department
15. Zoning Text Amendments for Special Needs Housing	Facilitate a range of housing types to address the diverse needs of residents.	Amend the Zoning Code by 2022 to facilitate housing for Brea's special needs and ELI populations. Assist Jamboree Housing in securing funds for Walnut Village and incorporate ELI units (2022).	General Fund	Community Development Department
16. CEQA Exemptions for Infill Projects	Utilize allowable CEQA exemptions for qualified urban infill and other qualifying residential projects.	Continue to utilize categorical CEQA exemptions where appropriate, on a case-by-case basis.	General Fund	Community Development Department

#### **Equal Housing Opportunities and Special Needs**

17. Fair Housing Program	Further fair housing practices in the community.	Promote fair housing practices and refer fair housing complaints to the OCFHC.	General Fund	Community Development Department; OC Fair Housing Council
18. Housing Accessibility	Expand accessible housing options to persons living with disabilities.	Provide "priority points" in Brea's housing programs; develop written procedures for reasonable accommodation (2022); encourage Universal	General Fund; CDBG	Community Development Department; Community Services Department



Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
		Design in new development; provide rehabilitation grants for accessibility improvements.		
19. Senior Housing Opportunities	Support a range of housing options to address the diverse needs of Brea's growing senior population.	Pursue opportunities to expand housing choice for seniors in the community.	General Fund; HOME; Housing Trust Fund; Housing Asset Fund; Low Income Housing Tax Credits; other outside sources	Community Development Department; Community Services Department
20. Housing Opportunities for Persons Living with Developmental Disabilities	Support a range of housing options for persons with developmental disabilities.	Work in cooperation with the OCRC to publicize information on available resources for housing and services. Pursue State and Federal funds available for supportive housing and services in future affordable housing projects, beginning with Walnut Village (2022).	General Fund; HOME; Housing Trust Fund; Low Income Housing Tax Credits; Mental Health Services Act (MHSA) funds; other outside sources	Community Development Department; Community Services Department
21. Veteran and Homeless Assistance	Promote housing and supportive services for veterans and persons experiencing homelessness.	Partner with housing and service agencies through the Family Resource Center; Support North County Navigation Centers in providing shelter and services to the homeless; provide street outreach through the Homeless Liaison Officer and volunteers.	General Fund; Veterans Housing and Homeless Prevention Act (AB 639) funds	Community Development Department; Community Services Department
<b>Sustainability, Energy Efficiency and Healthy Community</b>				
22. Prioritization of Sustainable Housing Projects	Prioritize sustainable housing developments in sustainable locations for their numerous benefits.	Prioritize projects in sustainable locations competing for funds and grants.	General Fund; State and Federal Grants; other potential affordable housing resources	Community Development Department
23. Green Building	Promote green building practices for more sustainable housing.	Encourage developers to exceed the CALGREEN code to provide solar, bike amenities and EV charging stations.	General Fund	Community Development Department
24. Energy Conservation	Evaluate and implement activities to support clean	Implement actions for clean energy and energy efficiency.	General Fund	Community Development Department

Housing Program	Program Goal	2021-2029 Objective/ Time Frame	Funding Source(s)	Responsible Department or Agency
	energy and energy efficiency solutions in Brea's housing.			
25. Healthy Community	Foster community health through land use planning and support for initiatives that promote a more active lifestyle.	Support a built environment that encourages physical activity and reduces automobile travel.	General Fund	Community Development Department; Community Services Department

Fair Housing Issue	Contributing Factors	Priority Level	Actions
<p><b>A. Fair Housing Outreach</b></p> <p><i>(Housing Mobility)</i></p>	<p>1. Certain racial/ethnic groups have a higher percentage of tenant/landlord complaints compared to their percentage of the City's population overall.</p> <p>2. Outreach needed in a variety of formats.</p> <p>3. Additional resources to be made available to the public.</p>	<p>Medium</p>	<p><b>City Action:</b> By the end of 2022, have additional fair housing information posted at the Brea Family Resource and Senior Centers and on their digital platforms. Starting in 2022, hold an informational workshop at these locations once every two years.</p> <p><b>City Action:</b> In 2023, conduct a fair housing information session for the City Council. Invite local nonprofits (including the Orange County Human Relations Commission, the Kennedy Commission, and People for Housing O.C.) to attend.</p> <p><b>City Action:</b> Publish Fair Housing information, including any community meetings in Brea Line (City Newsletter) as well as non- traditional media, such as Instagram and Facebook, and conduct targeted outreach to tenants, mobile home park residents and other lower income populations.</p> <p><b>Action Outcomes:</b> Increase the distribution of fair housing materials by at least 25 percent to increase awareness of fair housing options among residents, including special needs groups and low income residents. Seek to increase the number of Brea residents counseled through the Fair Housing Council of Orange County from an average of 70 to 75 annually.</p>

<p><b>B. Protected groups in the western portion of Brea (west of the Orange Freeway) face greater opportunity and resource challenges</b></p> <p><b>(Place based strategies, Displacement, Housing mobility)</b></p>	<ol style="list-style-type: none"> <li>1. Need for community revitalization strategies</li> <li>2. Need for public investments in specific neighborhoods, including services and amenities</li> <li>3. Cost of housing rehabilitation and repairs</li> <li>4. High levels of overpayment create displacement risk</li> </ol>	<p>High</p>	<p><b>City Action:</b> Include info about rehabilitation resources in City newsletters and website, including the availability of funds for accessibility improvements and including translated information when feasible. Seek to assist 12-15 households annually. Starting in 2023, conduct targeted outreach in identified Low and Moderate Resource Census Tracts, utilizing the Housing Conditions Survey and Code Enforcement information to further target assistance.</p> <p><b>City Action:</b> Identify apartments in need of rehab, and cooperate with non-profit providers to acquire and rehabilitate units and provide as long-term affordable housing. Seek to complete at least two projects, including the 47 unit Walnut Village in partnership with Jamboree Housing.</p> <p><b>City Action:</b> Continue to improve access to persons with disabilities through ADA improvements. Dedicate or seek funding, including annual CDBG allocations, to prioritize infrastructure and accessibility improvements in low and moderate resource areas.</p> <p><b>City Action:</b> Starting in 2023, work with the FHCOC to contact landlords of affordable multifamily complexes every two years and provide fair housing information and assistance. Outreach will focus on promoting the Section 8 voucher program to landlords who have not previously participated and should include multi-lingual materials.</p> <p><b>City Action:</b> Continue anti-displacement programs including: limits on rent increases and prohibiting evictions without just cause for tenants that have resided in their units for more than 12 months; relocation assistance where public funds are utilized; and</p>
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			replacement requirements when affordable units are removed on Housing Element sites (Government Code Sec. 65583.2(g)(3)).
			<p><b>City Action:</b> Assist mobile home park resident organizations interested in purchasing their parks to access funds through the state HCD Mobile Home Park Resident Ownership Program (MPROP). Provide available local funds for leverage and assist with the subdivision map waiver process consistent with the Subdivision Map Act.</p> <p><b>Action Outcomes:</b> Increased public and private investment in Low and Moderate Resource census tracts, including \$2,000,000 allocated for a variety of ADA, park facilities, transportation, water and sewer line improvements in these census tracts during 2021-2029. Through landlord outreach in coordination with the FHCOC and housing mobility programs through the Orange County Housing Authority (OCHA), the City's goal will be to increase Housing Choice Vouchers by 10% from 114 to 125 vouchers, and to work with the OCHA to achieve a 10% increase in vouchers high resource neighborhoods. Implement the mobile home park preservation ordinance to maintain Brea's five mobile home parks as an important form of lower cost housing.</p>

<p><b>C. Affordable Housing throughout Brea, including High and Highest Resource areas, to promote housing mobility</b></p> <p><b>(Housing Mobility, New Opportunities)</b></p>	<ol style="list-style-type: none"> <li>1. High levels of overpayment</li> <li>2. Availability of affordable housing in all areas of the City, including those where rents and sale prices have become exclusive</li> <li>3. Community concern about housing densities</li> </ol>	<p>High</p>	<p><b>City Action:</b> In 2022, adopt the Housing Element and associated rezoning to provide geographically dispersed sites for over 1,100 lower income units, fostering a more inclusive community.</p> <p><b>City Action:</b> Provide significant new housing opportunities in Highest Resource eastern Brea through development of a diverse mix of 1,100 new units in the Brea 265 project, including an estimated 76 deed restricted affordable units. Pursue the introduction of workforce housing on Amazon's 31-acre warehouse site in eastern Brea.</p> <p><b>City Action:</b> Update Brea's Affordable Housing Ordinance in 2022 to integrate low as well as moderate income units in market rate projects throughout the community.</p> <p><b>City Action:</b> Coordinate with the Orange County Housing Authority (OCHA) in 2023 about utilizing the mobility counseling program. This OCHA program informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic support to voucher holders seeking to move to higher opportunity areas.</p> <p><b>City Action:</b> Initiate a marketing program for homeowners on the benefits of ADUs and the availability of funds to support development (2022) through the City's Newsletter and posting of the ADU application checklist on the City website, thereby expanding housing opportunities in areas that have traditionally only had single-family ownership housing. Seek to issue permits for 16 units annually throughout Brea.</p> <p><b>City Action:</b> Adopt an Ordinance by 2022 to expand the housing supply in</p>
---	--	-------------	---

			<p>High Resource single-family zones by allowing for lot splits and duplexes under the parameters of SB 9. In coordination with research being conducted at the State level, pursue opportunities to incentivize and provide funding assistance for homeowners to provide affordable units under SB 9 (2023, 2025).</p> <p><b>City Action:</b> Require affordable developers receiving public funds to prepare an affirmative marketing plan, and encourage private developers with affordable units in their projects to prepare an affirmative marketing plan. The affirmative marketing plan shall ensure marketing materials for new developments are designed to attract renters and buyers of diverse demographics, including persons of any race, ethnicity, sex, handicap, and familial status.</p> <p><b>Action Outcomes:</b> An increased variety of housing options available to Brea residents throughout the city, including areas that have traditionally only had single-family ownership housing. Provide adequate sites for over 1,300 lower income households, over 500 moderate income households, and over 1,600 above moderate income households, exceeding the City's RHNA requirements. Seek to achieve at least two affordable housing projects during the planning period, with an aspirational goal of 10% of new units produced in high resource areas as affordable to very low, low or moderate income households.</p>
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## EXHIBIT D

Please Start Here

General Information	
Jurisdiction Name	Brea
Reporting Calendar Year	2024
Contact Information	
First Name	Jason
Last Name	Killebrew
Title	Community Development Director
Email	jasonk@cityofbrea.net
Phone	7149907758
Mailing Address	
Street Address	1 Civic Center Circle
City	Brea
Zipcode	92821

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.



<b>Jurisdiction</b>	Brea	
<b>Reporting Year</b>	2024	(Jan. 1 - Dec. 31)
<b>Housing Element Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	3
Above Moderate		9
Total Units		12

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	32	0	0
Single-family Detached	0	1	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	0	0
Accessory Dwelling Unit	0	11	8
Mobile/Manufactured Home	0	0	0
<b>Total</b>	<b>32</b>	<b>12</b>	<b>8</b>

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	12	12
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	27
Number of Proposed Units in All Applications Received:	27
Total Housing Units Approved:	6
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	Applications	Units
Ministerial	27	27
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	27
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Brea
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table A  
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5								7	8	9	10		11	12	13
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFA, SFD, 2 to 4, 5+ ADU, JADU)	Tenure R=Rentor O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provisions the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	6	21	27	6	0						
	284-191-23	407 Maple Avenue			BLD-2024-00144	SFD	O	2/6/2024							1	1		NONE	No	N/A	Approved	Ministerial	new single-family residence
	284-263-12	553 S Walnut Ave #B			BLD-2024-00080	ADU	R	1/23/2024							1	1		NONE	No	N/A	Pending	Ministerial	800 sf 2-bed detached ADU
	284-352-01	424 Locust St #B			BLD-2024-00111	ADU	R	2/1/2024							1	1		NONE	No	N/A	Pending	Ministerial	465 sf 1-bed JADU
	284-352-01	424 Locust St #D			BLD-2024-00112	ADU	R	2/1/2024							1	1		NONE	No	N/A	Pending	Ministerial	800 sf 2-bed detached ADU
	336-212-12	3374 Greenleaf #B			BLD-2024-00128	ADU	R	2/5/2024							1	1		NONE	No	N/A	Approved	Ministerial	750 sf 2-bed detached ADU
	284-221-13	341 E Date St			BLD-2024-00138	ADU	R	2/6/2024							1	1		NONE	No	N/A	Approved	Ministerial	800 sf 2-bed attached ADU
	304-165-11	958 Oakcrest Ave			BLD-2024-00171	2 to 4	R	2/14/2024							1	1		SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial	800 sf 2-bed SB 9 Unit
	296-322-01	325 Delphia Ave #B			BLD-2024-00209	ADU	R	2/28/2024							1	1		NONE	No	N/A	Approved	Ministerial	670 sf 2-bed attached ADU
	284-203-12	696 E Date St			BLD-2024-00284	ADU	R	3/20/2024							1	1		NONE	No	N/A	Approved	Ministerial	500 sf 1-bed attached ADU
	293-412-20	354 S Puente St #B			BLD-2024-00397	ADU	R	4/19/2024							1	1		NONE	No	N/A	Pending	Ministerial	730 sf 2-bed attached ADU
	284-341-24	544 Peach Ave			BLD-2024-00402	ADU	R	4/23/2024							1	1		NONE	No	N/A	Pending	Ministerial	800 sf 2-bed attached ADU
	284-323-21	414 E Fir St #B			BLD-2024-00515	ADU	R	5/22/2024							1	1		NONE	No	N/A	Pending	Ministerial	1,050sf 2bed attached ADU
	284-264-10	544 Walnut Ave #A			BLD-2024-00605	ADU	R	6/17/2024							1	1		NONE	No	N/A	Approved	Ministerial	560 sf 2-bed attached ADU
	284-354-16	629 Laurel Ave #C			BLD-2024-00608	2 to 4	R	6/18/2024							1	1		SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial	800 sf 2-bed SB 9 Unit
	284-354-16	629 Laurel Ave #B			BLD-2024-00609	ADU	R	6/18/2024							1	1		NONE	No	N/A	Pending	Ministerial	1,000sf 2bed attached ADU
	284-243-01	108 E Date St #B			BLD-2024-00642	ADU	R	6/26/2024							1	1		NONE	No	N/A	Pending	Ministerial	760 sf 2-bed detached ADU on a multi-family residential property.
	304-083-02	1435 Ponderosa #B			BLD-2024-00710	ADU	R	7/12/2024							1	1		NONE	No	N/A	Pending	Ministerial	630 sf 1-bed detached ADU
	296-321-18	144 Delphia Ave #B			BLD-2024-00732	ADU	R	7/17/2024							1	1		NONE	No	N/A	Pending	Ministerial	800 sf 2-bed detached ADU
	284-211-26	333 Laurel Ave #C			BLD-2024-00733	ADU	R	7/18/2024							1	1		NONE	No	N/A	Pending	Ministerial	630 sf 2-bed detached ADU
	284-211-26	333 Laurel Ave #B			BLD-2024-00802	ADU	R	8/5/2024							1	1		NONE	No	N/A	Pending	Ministerial	410 sf 1-bed JADU
	284-341-37	517 Laurel Ave #C			BLD-2024-00967	2 to 4	R	9/9/2024							1	1		SB 9 (2021) - Duplex in SF Zone	No	N/A	Pending	Ministerial	800 sf 2-bed SB 9 Unit
	284-341-37	517 Laurel Ave #B			BLD-2024-00968	ADU	R	9/9/2024							1	1		NONE	No	N/A	Pending	Ministerial	270 sf studio JADU
	284-341-37	517 Laurel Ave #D			BLD-2024-00969	ADU	R	9/9/2024							1	1		NONE	No	N/A	Pending	Ministerial	800 sf 2-bed detached ADU
	304-204-04	929 Bonnie Wy #B			BLD-2024-01070	ADU	R	10/1/2024							1	1		NONE	No	N/A	Pending	Ministerial	390 sf 1-bed attached ADU
	304-181-25	1476 Alta Mesa #B			BLD-2024-01105	ADU	R	10/7/2024							1	1		NONE	No	N/A	Pending	Ministerial	1200sf 3bed detached ADU
	284-313-18	326 Cherry St #B			BLD-2024-01195	ADU	R	10/30/2024							1	1		NONE	No	N/A	Pending	Ministerial	580 sf 1-bed attached ADU
	304-192-11	1321 Denise Ct			BLD-2024-01384	ADU	R	12/18/2024							1	1		NONE	No	N/A	Pending	Ministerial	700 sf 1-bed detached ADU



**Table A2**

**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name <sup>+</sup>	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	0	0	3	9		12
284-282-06	685 S Brea Blvd	South Brea Townhomes									0
336-212-12	3374 Greenleaf #B							1		7/23/2024	1
284-221-13	341 E Date St							1		9/30/2024	1
284-203-12	696 E Date St							1		7/9/2024	1
296-322-01	325 Delphia Ave #B								1	4/25/2024	1
284-264-10	544 Walnut Ave #A								1	10/22/2024	1
303-326-03	1412 Hodson Ave #B								1	3/26/2024	1
284-213-36	527 E Elm St #B								1	3/28/2024	1
304-122-13	901 Carlson Dr								1	11/18/2024	1
284-201-06	755 E Date St								1	9/30/2024	1
284-213-02	405 Laurel Ave #B								1	5/3/2024	1
284-363-07	803 Cedar Ave								1	5/14/2024	1
319-152-61	216 N Randolph Ave								1	10/16/2023	1
293-432-06	828 W Lime St #B								1	1/7/2021	1
284-362-25	832 Cedar Ave								1	10/6/2022	1
319-283-24	111 S Flower Ave #12A								1	5/24/2023	1
284-234-17	327 S Flower Ave								1	11/9/2023	1
284-191-23	407 Maple Avenue								1	12/17/2024	1

Table A2

**Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units**

[illegible]

Table A2

## Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction
			13	14	15	16	17	18	19
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*
			0						
284-282-06	685 S Brea Blvd	South Brea Townhomes		NONE	Y	Other	DB, INC		45
336-212-12	3374 Greenleaf #B			NONE	Y			based on proposed rent by property owner and based on HCD affordable rent calculations by bedroom count	
284-221-13	341 E Date St			NONE	Y			based on proposed rent by property owner and based on HCD affordable rent calculations by bedroom count	
284-203-12	696 E Date St			NONE	Y			based on proposed rent by property owner and based on HCD affordable rent calculations by bedroom count	
296-322-01	325 Delphia Ave #B			NONE	Y				
284-264-10	544 Walnut Ave #A			NONE	Y				
303-326-03	1412 Hodson Ave #B			NONE	Y				
284-213-36	527 E Elm St #B			NONE	Y				
304-122-13	901 Carlson Dr			NONE	Y				
284-201-06	755 E Date St			NONE	Y				
284-213-02	405 Laurel Ave #B			NONE	Y				
284-363-07	803 Cedar Ave			NONE	Y				
319-152-61	216 N Randolph Ave			NONE	Y				
293-432-06	828 W Lime St #B			NONE	Y				
284-362-25	832 Cedar Ave			NONE	Y				
319-283-24	111 S Flower Ave #12A			NONE	Y				
284-234-17	327 S Flower Ave			NONE	Y				
284-191-23	407 Maple Avenue			NONE	Y				

Table A2

## Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Demolished/Destroyed Units			Density Bonus			
			20			21	22	23	24
Current APN	Street Address	Project Name <sup>+</sup>	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			0						
284-282-06	685 S Brea Blvd	South Brea Townhomes				10.0%	5	Development Standards Modification	Yes
336-212-12	3374 Greenleaf #B								
284-221-13	341 E Date St								
284-203-12	696 E Date St								
296-322-01	325 Delphia Ave #B								
284-264-10	544 Walnut Ave #A								
303-326-03	1412 Hodson Ave #B								
284-213-36	527 E Elm St #B								
304-122-13	901 Carlson Dr								
284-201-06	755 E Date St								
284-213-02	405 Laurel Ave #B								
284-363-07	803 Cedar Ave								
319-152-61	216 N Randolph Ave								
293-432-06	828 W Lime St #B								
284-362-25	832 Cedar Ave								
319-283-24	111 S Flower Ave #12A								
284-234-17	327 S Flower Ave								
284-191-23	407 Maple Avenue								

Jurisdiction	Brea	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
		1	Projection Period - 06/30/2021- 10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level												
Very Low	Deed Restricted	669	-	-	-	-	-	-	-	-	-	-	-	669
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	393	-	-	-	-	-	-	-	-	-	-	-	393
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	403	-	-	-	-	-	-	-	-	-	-	-	400
	Non-Deed Restricted		-	-	-	-	3	-	-	-	-	-	3	
Above Moderate		900	2	1	7	15	9	-	-	-	-	-	34	866
Total RHNA		2,365												
Total Units			2	1	7	15	12	-	-	-	-	-	37	2,328
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5 Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*		335		-	-	-	-	-	-	-	-	-	-	335

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).



<b>Jurisdiction</b>	Brea	
<b>Reporting Year</b>	2024	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

## ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

[illegible]

# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

<b>Jurisdiction</b>		Brea	
<b>Reporting Year</b>		2024	(Jan. 1 - Dec. 31)
<b>Table D</b>			
<b>Program Implementation Status pursuant to GC Section 65583</b>			
<b>Housing Programs Progress Report</b>			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>Name of Program</b>	<b>Objective</b>	<b>Timeframe in H.E</b>	<b>Status of Program Implementation</b>
1. Single-Family Rehabilitation Program	Provide loans to lower income homeowners to help them rehabilitate their homes.	Ongoing	In 2024, five grants and two loans were issued to low-income Brea homeowners for the rehabilitation/repair of their homes through the administration of Community Development Block Grant programs.
2. Multi-Family Acquisition and Rehabilitation	Upgrade deteriorated apartment buildings, and provide long-term affordable rental housing.	Ongoing	In accordance with the City's 2021-2029 Housing Element, the City is in the process of identifying apartments in need of rehabilitation, especially for long-term affordable rental housing.
3. Preservation of Assisted Housing	Preserve the existing affordable rental stock at-risk of conversion to market rents.	2029	The City continued to make efforts to preserve the existing affordable rental stock at-risk of conversion to market rents.
4. Section 8 Rental Assistance Program	Provide rental subsidies to extremely low and very low-income households.	2025	The City continued to partner with the County of Orange to share information about the Section 8 Rental Assistance wait list re-opening.
5. Affordable Housing Ordinance	Integrate affordable housing within market rate developments.	2022	The City continued to implement its updated affordable housing ordinance which includes a lower unit count trigger and sliding scale of affordability, providing affordable units to Extremely Low, Very Low, Low, and Moderate-Income households.
6. Density Bonus Incentives	Provide density and other incentives and concessions to support production of affordable housing.	2023	The City continued to implement its updated affordable housing ordinance which includes State Density Bonus provisions. In 2024, the City developed an informational brochure highlighting density bonus provisions for housing developers, and is currently in the process of drafting a Density Bonus ordinance.
7. Affordable Housing Development Assistance and Implementation Guide	Provide financial and regulatory incentives to facilitate affordable housing development and preserve the existing housing stock.	2029	The City has an Affordable Housing Implementation Guide available on the City website for the development community to serve as a directory for developers interested in creating affordable housing. The benefits of housing incentives are outlined, as well as the City's development flow chart.
8. Land Use Element and Site Inventory	Provide adequate sites for future housing development consistent with regional housing needs.	2023	On August 15, 2023, Brea City Council adopted Ordinance No. 1242, an Ordinance of the City of Brea amending the Zoning Code for by-right development on rezoned sites addressing a lower income RHNA shortfall and reuse sites from the 5th Cycle (Focused Development Sites 1, 2, & 3) that include a minimum of 20 percent lower income units. The City continues to maintain a current inventory of residential/mixed-use sites (Housing Opportunity Sites).
8a. Lot Consolidation Program	Provide incentives for the consolidation of parcels into larger development sites.	2025	In accordance with the City's 2021-2029 Housing Element, the City is in the process of conducting research for a future Lot Consolidation Ordinance to codify incentives for Housing Element sites. A survey was sent out in late 2024 to property owners of Housing Opportunity Sites to elicit feedback and identify incentives that property owners could utilize to facilitate lot consolidation of properties into larger development sites for future residential development. As the research process continues, staff will utilize the results of this survey towards the ordinance update.
8b. Replacement Housing Program	Ensure no net loss of units affordable to lower income households	2023	The City continued to implement its updated affordable housing ordinance which includes guidance specifying that any residential project that results in the displacement of existing affordable units 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 number of affordable units required by the Affordable Housing Ordinance.
9. Brea Core Plan	Provide expanded opportunities for mixed use and high-density residential development.	2025	In accordance with the City's 2021-2029 Housing Element, the City initiated the process of developing the Brea Core Specific Plan in early 2024. This work effort is underway alongside the focused General Plan Update. This work program is expected to be completed at the end of 2025.
10. Accessory Dwelling Units	Promote accessory dwelling units in new and existing housing as a form of affordable, multi-generational housing.	2029	The City continued to promote the development of Accessory Dwelling Units (ADU) as a form of multi-generational and affordable housing. In 2024, 11 building permits were issued for ADUs in the City.
11. Publicly-Owned Land for Affordable Housing	Provide expanded sites for affordable housing on surplus or underutilized public land.	2024	On June 28, 2024, the City of Brea and Jamboree Housing Corporation executed a Disposition, Development, and Loan Agreement for a permanent supportive affordable housing project at 323 North Brea Boulevard. This project will serve 38 Extremely Low-Income households.
12. Annexation of Sphere of Influence	Increase the City's capacity to accommodate future housing growth.	2022	On August 16, 2022, Brea City Council adopted Ordinance No. 1229, an Ordinance of the City of Brea approving Zone Change No. 2022-01 for the Brea 265 Specific Plan identified in the City's 6th Cycle Housing Element. The annexation of the subject property was recorded November 10, 2022.
13. Objective Development Standards and Administrative Approval Process	Facilitate quality development that can be approved ministerially.	2022	On February 1, 2022, Brea City Council adopted Ordinance No. 1223, an Ordinance approving Zoning Ordinance Text Amendment No. 2021-02, to amend Title 20, Chapter 20.260 of Brea City Code regulating the PD (Precise Development) Zone within the City of Brea to facilitate housing by replacing the Precise Development Review with an Administrative Plan Review process for permitted by-right code compliant housing development.  This ZOTA was funded by the SB 2 PGP, with the purpose of facilitating housing development and streamlining the review process for by-right, code compliant, housing development.
14. Updated Parking Standards	Implement parking standards that address the contemporary needs of a variety of housing types.	2022	On November 2, 2021, Brea City Council adopted Ordinance No. 1222, an Ordinance approving Zoning Ordinance Text Amendment No. 2021-01, to amend Title 20, Chapter 20.08 of Brea City Code regulation exceptions and modifications to the minimum off-street parking requirements for multi-family residential development within the City of Brea.  This ZOTA was funded by the SB 2 PGP, with the purpose of updating parking standards to meet the contemporary needs of multi-family development and remove the public hearing review requirements for multi-family residential projects seeking an off-street parking modification.
15. Zoning Text Amendments for Special Needs Housing	Facilitate a range of housing types to address the diverse needs of residents.	2023	On August 15, 2023, Brea City Council adopted Ordinance Nos. 1241 and 1242, approving Zone Change Nos. 2023-01 and 2023-02 to create a permitted land use table allowing small state licensed RCF as permitted by right in MU zones, small employee housing as permitted by right in R zones, and specific incentives for projects with ELI units.  Zone Change No. 2023-01 also revised standards for emergency shelters to align with State law.
16. CEQA Exemptions for Infill Projects	Utilize allowable CEQA exemptions for qualified urban infill and other qualifying residential projects.	Ongoing	The City continued to utilize appropriate CEQA exemptions for qualified urban infill and other qualifying residential projects.

17. Fair Housing Program	Further fair housing practices in the community.	2029	The City continued to further Fair Housing Practices in the community by providing fair housing outreach and educational information to the public through the public counter, one-on-one appointments and on the website.
18. Housing Accessibility	Expand accessible housing options to persons living with disabilities.	Ongoing	The City continued to expand accessible housing options to persons living with disabilities by including conditions of approval for Universal Design in all new developments.
19. Senior Housing Opportunities	Support a range of housing options to address the diverse needs of Brea's growing senior population.	Ongoing	The City supports a range of housing options to address the diverse needs of Brea's growing senior population. The City continued to conduct outreach with the senior population to ensure their voices are heard.
20. Housing Opportunities for Persons Living with Developmental Disabilities	Support a range of housing options for persons with developmental disabilities.	2029	The City continued to support a range of housing options for persons with developmental disabilities by working in cooperation with the OCRC to publicize information on available resources for housing and services.
21. Veteran and Homeless Assistance	Promote housing and supportive services for veterans and persons experiencing homelessness.	Ongoing	The City continued to support housing and supportive services for veterans and persons experiencing homelessness by promoting housing and supportive services for veterans by partnering with housing and service agencies through the Brea Resources Center, supporting North County Navigation Centers in providing shelter and services to the homeless; and providing street outreach through the HOPE Center.
22. Prioritization of Sustainable Housing Projects	Prioritize sustainable housing developments in sustainable locations for their numerous benefits.	Ongoing	The City continued to prioritize projects competing for funds and grants that are within a quarter to half mile radius of transit stops, have a large number of amenities within a half mile radius, and/or have a higher walk score.
23. Green Building	Promote green building practices for more sustainable housing.	Ongoing	The City continued to provide outreach and education to developers, architects and residents on the CALGREEN code and ways to incorporate sustainability in project design. The updated code includes changes that will positively affect the energy code requirements and improve the design for residential energy consumption.
24. Energy Conservation	Evaluate and implement activities to support clean energy and energy efficiency solutions in Brea's housing.	Ongoing	The City continued to evaluate and implement activities to support clean energy and energy efficiency solutions in Brea's Housing.
25. Healthy Communities	Foster community health through land use planning and support for initiative that promote a more active lifestyle.	Ongoing	The City completed the Active Transportation Plan in 2020 to further augment Phase One of the Brea Core Plan, promoting healthy living and physical activity and is making progress to move towards Phase Two. Phase Two will include land use planning efforts with full community engagement (Brea Core Specific Plan). The focused General Plan Update is currently underway and is expected to be completed at the end of 2025.













Jurisdiction	Brea	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenent Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		

## EXHIBIT E

**HOUSING SUCCESSOR ANNUAL REPORT  
REGARDING THE  
LOW AND MODERATE INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2023-24  
PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE  
CITY OF BREA**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f). This Report sets forth certain details of the CITY OF BREA (Housing Successor) activities during Fiscal Year 2023-24. The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based on information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund of the City of Brea for Fiscal Year 2023-24, conducted by Lance, Soll & Lunghard, LLP. This audit is separate from this annual summary report. Additionally, this report conforms to and is organized into sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. **Amount received by the City pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4:** This section provides the amount of funds received from the repayment of Loan Agreements between the City and the former redevelopment agency.
- II. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4 or amounts deposited for other items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- III. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

- IV. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- V. **Statutory Value of Assets Owned by Housing Successor:** This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VII. **Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VIII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided.
- IX. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- X. **Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for a five-year period, with the time period beginning July 1, 2024 and whether the statutory thresholds have been met.
- XI. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous

10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is January 1, 2014 to December 31, 2023.

- XII. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is available on the City's website at (<http://www.ci.brea.ca.us/index.aspx?nid=984>).

**I. AMOUNT RECEIVED BY THE CITY PURSUANT TO SECTION 34191.4(b)(3)(A)**

No amounts have been received by the City during FY 2023-24 pursuant to Section 34191.4(b)(3)(A)

**II. AMOUNT DEPOSITED INTO LMIHAF**

A total of \$367,851 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

**III. ENDING BALANCE OF LMIHAF**

At the close of the Fiscal Year, the ending balance in the LMIHAF was \$19,581,074 and is as follows, with no funds held for items listed on the ROPS:

Non-spendable:

Land	\$ 800,000
Loans	14,692,389
Spendable	<u>4,088,685</u>
Total	\$19,581,074

#### IV. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures from the LMIHAF by category:

	Fiscal Year
Monitoring & Administration Expenditures	\$355,038
Homeless Prevention and Rapid Rehousing Services Expenditures	\$394,736
Housing Development Expenditures*	
➤ Expenditures on Low Income Units	N/A
➤ Expenditures on Very-Low Income Units	N/A
➤ Expenditures on Extremely-Low Income Units	N/A
➤ Total Housing Development Expenditures	N/A
Other***	
Total LMIHAF Expenditures in Fiscal Year	\$749,774

#### V. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance pursuant to Section 34176(a)(2); the value of the properties transferred to the Housing Successor pursuant to Section 34181(f) and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

	As of End of Fiscal Year
Statutory Value of Real Property Owned by Housing Successor	\$800,000
Value of Loans and Grants Receivable*	14,692,389
Total Value of Housing Successor Assets	\$15,492,389

#### VI. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

## **VII. PROJECT DESCRIPTIONS**

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

## **VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

In FY 2017-18, the Housing Successor acquired the property located at 323 North Brea Boulevard for a future affordable housing project. In FY 2023-24, the City of Brea as Housing Successor, entered into a Disposition, Development and Loan Agreement with Jamboree Housing Corporation to develop a 39-unit multi-family affordable housing project. This project is expected to serve 38 Extremely Low-Income households, with one additional unit designated for an on-site manager. Construction is anticipated to begin in late 2025.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date that DOF approved such property as a housing asset.

The Housing Successor is not holding any real property acquired by the former redevelopment agency prior to February 1, 2012

## **IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

**Replacement Housing:** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

**Inclusionary/Production Housing.** According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former agency's Implementation Plans are posted on the City's website (<http://www.ci.brea.ca.us/documentcenter/view/2045>).

## **X. EXTREMELY-LOW INCOME TEST**

Section 34176.1(a)(3)(A) – (C) requires that the Housing Successor use all moneys remaining in its LMIHAF, after paying for administrative expenses; homeless prevention and rapid re-

housing services (Remaining Funds) for the development of affordable housing. The Housing Successor is required to target the Remaining Funds as follows: (i) at least 30% of the funds must be spent for the development of rental housing affordable to and occupied by extremely low income households earning 30% or less of AMI; (ii) no more than 20% of the funds may be spent for the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI, and (iii) the balance of the funds may be spent for the development of housing affordable to and occupied by households earning 60% or less of the AMI.

If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the Remaining Funds in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report for the development of rental housing for households earning 30% or less of AMI until the Housing Successor demonstrates compliance with this requirement. If the Housing Successor fails to comply with the requirement for households earning between 60% and 80% of the AMI in any five-year report, then the Housing Successor may not expend any Remaining Funds for such households until the Housing Successor demonstrates compliance with this requirement.

The following provides the Housing Successor's Extremely-Low Income Test for the five (5) year period of July 1, 2019 through June 30, 2024:

<b>Housing Development Expenditures from the LMIHAF by Income Level Last Five Years</b>				
	<b>Low Income Units (80% or less of AMI)</b>	<b>Very Low Income Units (60% or less of AMI)</b>	<b>Extremely Low Income Units (30% or less of AMI)</b>	<b>Total</b>
FY 2024-25	0	0	0	0
FY 2025-26	0	0	0	0
FY 2026-27	0	0	0	0
FY 2027-28	0	0	0	0
FY 2028-29	0	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
% Spent by income level	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>
Compliance Met?	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

## **XI. SENIOR HOUSING TEST**

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the

Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10-year period of January 1, 2014 to December 31, 2023.

<b>Senior Housing Test</b>	<b>1/1/2014 – 12/31/2023</b>
<b># of Assisted Senior Rental Units</b>	1,580
<b># of Total Assisted Rental Units</b>	6,799
<b>Senior Housing Percentage</b>	23%

## **XII. EXCESS SURPLUS TEST**

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The LMIHAF has an Excess Surplus as noted in the attached calculation.



## CITY OF BREA HOUSING SUCCESSOR

COMPUTATION OF HOUSING SUCCESSOR  
EXCESS/SURPLUS (HSC 34176.1)

	Low and Moderate Housing Funds All Project Areas July 1, 2023	Low and Moderate Housing Funds All Project Areas July 1, 2024
Opening Fund Balance	\$ 20,107,217	\$ 19,581,074
Less Unavailable Amounts:		
Land	\$ (800,000)	\$ (800,000)
Loans receivable	(14,843,802)	(14,692,685)
Housing bonds	(1,868,458)	(1,894,082)
	<u>(17,512,260)</u>	<u>(17,386,767)</u>
Available Housing Successor Funds	\$ 2,594,957	\$ 2,194,307
Limitation (greater of \$1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2023-2024	-	995,722
2022-2023	1,103,083	1,103,083
2021-2022	39,203	39,203
2020-2021	234,261	234,261
2019-2020	404,866	404,866
2018-2019	800,667	800,667
Total	<u>\$ 2,582,080</u>	<u>\$ 3,577,802</u>
Base Limitation	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>
Greater amount	<u>\$ 2,582,080</u>	<u>\$ 3,577,802</u>
Computed Excess/Surplus	<u>\$ 12,877</u>	<u>None</u>



## City Council Regular Meeting Communication

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### C. City Disbursement Registers for February 14 and 21, 2025

Meeting	Agenda Group
Tuesday, March 4, 2025, 7:00 PM	CONSENT CALENDAR Item: 5C.
TO	FROM
Honorable Mayor and City Council Members	Kristin Griffith, City Manager

### **RECOMMENDATION**

Staff recommends City Council to receive and file.

### **RESPECTFULLY SUBMITTED:**

Kristin Griffith, City Manager

Prepared by: Monica Lo, Deputy Director of Administrative Services

### **Attachments**

[City Disbursement Register 02.14.25.pdf](#)

[City Disbursement Register 02.21.25.pdf](#)

# City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197267	AGILE OCCUPATIONAL MEDICINE PC	02/14/2025	32405	110141481	HR MED SVCS JAN25	\$652.00
<b>AGILE OCCUPATIONAL MEDICINE PC</b>						<b>Total Check Amount: \$652.00</b>
197268	ANAHEIM FULLERTON TOWING CO.	02/14/2025	1691	480515161	VEHICLE TOW #1201	\$450.00
<b>ANAHEIM FULLERTON TOWING CO.</b>						<b>Total Check Amount: \$450.00</b>
197269	CHRISTOPHER DAVID ANDRADE	02/14/2025	33321	420	WATER ACCT REFUND	\$26.45
<b>CHRISTOPHER DAVID ANDRADE</b>						<b>Total Check Amount: \$26.45</b>
197270	ARDURRA GROUP, INC.	02/14/2025	29147	510707617	PROF ENGG SVCS DEC24	\$18,757.50
		02/14/2025	29147	510707631	PROF ENGG SVCS NOV24	\$590.00
<b>ARDURRA GROUP, INC.</b>						<b>Total Check Amount: \$19,347.50</b>
197271	ARTS ORANGE COUNTY	02/14/2025	3372	110404541	DIGITAL MARKETING	\$300.00
<b>ARTS ORANGE COUNTY</b>						<b>Total Check Amount: \$300.00</b>
197272	AT&T CALNET	02/14/2025	20391	475141471	CALNET JANUARY 2025	\$3,930.71
<b>AT&amp;T CALNET</b>						<b>Total Check Amount: \$3,930.71</b>
197273	AVENU INSIGHTS & ANALYTICS, LLC	02/14/2025	29396	110141424	SUTA SVCS 2024 Q3	\$32,837.14
<b>AVENU INSIGHTS &amp; ANALYTICS, LLC</b>						<b>Total Check Amount: \$32,837.14</b>
197274	AVITA PHARMACY	02/14/2025	33316	174000000	REIMB-PAID IN ERROR	\$521.50
<b>AVITA PHARMACY</b>						<b>Total Check Amount: \$521.50</b>
197275	EDWIN BENNETT	02/14/2025	33330	420	WATER ACCT REFUND	\$66.26
<b>EDWIN BENNETT</b>						<b>Total Check Amount: \$66.26</b>
197276	BREAKING THE CHAIN CONSULTING	02/14/2025	32119	231212141	SGT. TRAINING WORKSH	\$2,750.00
<b>BREAKING THE CHAIN CONSULTING</b>						<b>Total Check Amount: \$2,750.00</b>
197277	CALLYO 2009 CORP	02/14/2025	30811	110212121	CALLYO SUBSCRIPTION	\$10,780.00
<b>CALLYO 2009 CORP</b>						<b>Total Check Amount: \$10,780.00</b>
197278	SERGIO CHACON	02/14/2025	33327	420	WATER ACCT REFUND	\$9.14
<b>SERGIO CHACON</b>						<b>Total Check Amount: \$9.14</b>
197279	CINTAS	02/14/2025	24347	110404211	FIRST AID RESTOCK BCC	\$101.00
		02/14/2025	24347	110404542	FIRSTAID RESTOCK THTR	\$197.84
<b>CINTAS</b>						<b>Total Check Amount: \$298.84</b>
197280	CITY OF ANAHEIM	02/14/2025	4908	110222211	METRONET DISP 24/25Q3	\$81,954.28
<b>CITY OF ANAHEIM</b>						<b>Total Check Amount: \$81,954.28</b>
197281	CIVILTEC ENGINEERING INC.	02/14/2025	2581	510707473	PROF SVCS THRU 12/31	\$860.00
<b>CIVILTEC ENGINEERING INC.</b>						<b>Total Check Amount: \$860.00</b>
197282	ANNA CORRAL	02/14/2025	33325	420	WATER ACCT REFUND	\$31.35
<b>ANNA CORRAL</b>						<b>Total Check Amount: \$31.35</b>
197283	COUNTRY REGISTER	02/14/2025	13346	110404421	AD - SPRING	\$249.00
<b>COUNTRY REGISTER</b>						<b>Total Check Amount: \$249.00</b>
197284	COUNTY OF ORANGE	02/14/2025	4799	110212122	AFIS FEES JAN 2025	\$1,441.00
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$1,441.00</b>

# City Disbursement Register

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

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197285	COVIS GROUP INC.	02/14/2025	33331	420	WATER ACCT REFUND	\$20.41
<b>COVIS GROUP INC.</b>					<b>Total Check Amount:</b>	<b>\$20.41</b>
197286	CRASH CHAMPIONS-BREA	02/14/2025	31635	480515161	ACCIDENT REPAIR	\$1,741.71
<b>CRASH CHAMPIONS-BREA</b>					<b>Total Check Amount:</b>	<b>\$1,741.71</b>
197287	D.S. CUSTOM LINENS, INC	02/14/2025	31417	110141441	GAS SURCHARGE	\$26.00
		02/14/2025	31417	110141441	LINEN CLEANING	\$730.23
<b>D.S. CUSTOM LINENS, INC</b>					<b>Total Check Amount:</b>	<b>\$756.23</b>
197288	STACEY ALEJANDRA DE LUNA	02/14/2025	32155	110404542	24/25 BCKM PMT	\$1,000.00
<b>STACEY ALEJANDRA DE LUNA</b>					<b>Total Check Amount:</b>	<b>\$1,000.00</b>
197289	DENNIS GRUBB & ASSOCIATES	02/14/2025	32461	110000000	PLAN CHECK SVCS DEC24	(\$62.50)
		02/14/2025	32461	110000000	PLAN CHECK SVCS JAN25	(\$252.00)
		02/14/2025	32461	110000000	PLAN CHECK SVCS NOV24	(\$70.25)
		02/14/2025	32461	84022223P	PLAN CHECK SVCS DEC24	\$4,156.25
		02/14/2025	32461	84022223P	PLAN CHECK SVCS JAN25	\$4,189.50
		02/14/2025	32461	84022223P	PLAN CHECK SVCS NOV24	\$5,220.25
<b>DENNIS GRUBB &amp; ASSOCIATES</b>					<b>Total Check Amount:</b>	<b>\$13,181.25</b>
197290	DEPARTMENT OF TRANSPORTATION	02/14/2025	13722	510707251	COOPAGRMNT 0771 DEC24	\$33,177.01
		02/14/2025	13722	510707251	COOPAGRMNT 0771 NOV24	\$166,933.09
		02/14/2025	13722	510707306	COOP 0852 DEC24-JAN25	\$7,867.91
<b>DEPARTMENT OF TRANSPORTATION</b>					<b>Total Check Amount:</b>	<b>\$207,978.01</b>
197291	CHRISTINA DOMINGUEZ	02/14/2025	33312	420	WATER ACCT REFUND	\$124.01
<b>CHRISTINA DOMINGUEZ</b>					<b>Total Check Amount:</b>	<b>\$124.01</b>
197292	SOUTHERN CALIFORNIA EDISON	02/14/2025	3343	110515121	ELECTRICITY JAN 2025	\$24,512.35
		02/14/2025	3343	110515143	ELECTRICITY JAN 2025	\$38.85
		02/14/2025	3343	341515112	ELECTRICITY JAN 2025	\$109.52
		02/14/2025	3343	343515112	ELECTRICITY JAN 2025	\$238.18
		02/14/2025	3343	345515112	ELECTRICITY JAN 2025	\$54.51
		02/14/2025	3343	346515112	ELECTRICITY JAN 2025	\$213.34
		02/14/2025	3343	430515123	ELECTRICITY JAN 2025	\$20.83
		02/14/2025	3343	490515151	ELECTRICITY JAN 2025	\$31,472.05
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$56,659.63</b>
197293	EMPLOYMENT DEVELOPMENT DEPT	02/14/2025	7464	110	616106806 020725 PR	\$100.00
<b>EMPLOYMENT DEVELOPMENT DEPT</b>					<b>Total Check Amount:</b>	<b>\$100.00</b>
197294	GOLDEN METERS SERVICE, INC.	02/14/2025	29449	420515131	METER REPLACEMENT	\$6,925.50
<b>GOLDEN METERS SERVICE, INC.</b>					<b>Total Check Amount:</b>	<b>\$6,925.50</b>
197295	CINDY HINCHLIFF	02/14/2025	33320	420	WATER ACCT REFUND	\$21.57
<b>CINDY HINCHLIFF</b>					<b>Total Check Amount:</b>	<b>\$21.57</b>
197296	ZHEN HUANG	02/14/2025	33323	420	WATER ACCT REFUND	\$33.83

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<b>ZHEN HUANG</b>						<b>Total Check Amount: \$33.83</b>
197297	HYDROPRO SOLUTIONS	02/14/2025	31845	420515131	METERS	\$20,095.19
<b>HYDROPRO SOLUTIONS</b>						<b>Total Check Amount: \$20,095.19</b>
197298	JOHNSON FLOORING, INC.	02/14/2025	32556	110404211	CCC FLOOR REFINISH	\$1,000.00
		02/14/2025	32556	490515151	CCC FLOOR REFINISH	\$3,250.00
<b>JOHNSON FLOORING, INC.</b>						<b>Total Check Amount: \$4,250.00</b>
197299	VICTORIA JOHNSON	02/14/2025	33311	420	WATER ACCT REFUND	\$135.74
<b>VICTORIA JOHNSON</b>						<b>Total Check Amount: \$135.74</b>
197300	ERIC KIM	02/14/2025	33318	420	WATER ACCT REFUND	\$23.26
<b>ERIC KIM</b>						<b>Total Check Amount: \$23.26</b>
197301	HEEDUK KIM	02/14/2025	33319	420	WATER ACCT REFUND	\$41.68
<b>HEEDUK KIM</b>						<b>Total Check Amount: \$41.68</b>
197302	LEAGUE OF CALIFORNIA CITIES	02/14/2025	1129	110111145	2025 CAL CITIES MEMB	\$18,004.00
		02/14/2025	1129	110111145	OC DIV MEMBERSHP 2025	\$300.00
<b>LEAGUE OF CALIFORNIA CITIES</b>						<b>Total Check Amount: \$18,304.00</b>
197303	YEN HSIU LIN	02/14/2025	26924	420	WATER ACCT REFUND	\$140.64
<b>YEN HSIU LIN</b>						<b>Total Check Amount: \$140.64</b>
197304	LINSCOTT, LAW & GREENSPAN ENGINEERS	02/14/2025	29408	110515171	TFC ENGG SVCS JUL24	\$13,844.00
<b>LINSCOTT, LAW &amp; GREENSPAN ENGINEERS</b>						<b>Total Check Amount: \$13,844.00</b>
197305	LU'S LIGHTHOUSE, INC.	02/14/2025	28330	480515161	CREDIT	(\$73.06)
		02/14/2025	28330	480515161	LED LIGHTS	\$91.33
<b>LU'S LIGHTHOUSE, INC.</b>						<b>Total Check Amount: \$18.27</b>
197306	MIKE RAAHAUGE SHOOTING ENTERPRISES	02/14/2025	22969	110212134	RANGE FEE [SWAT]	\$25.00
<b>MIKE RAAHAUGE SHOOTING ENTERPRISES</b>						<b>Total Check Amount: \$25.00</b>
197307	MONJARAS & WISMEYER GROUP INC.	02/14/2025	32179	110141481	PROFSVCS 8983 OCT-JAN	\$227.50
		02/14/2025	32179	110141481	PROFSVCS 9450 JUL-SEP	\$1,093.50
<b>MONJARAS &amp; WISMEYER GROUP INC.</b>						<b>Total Check Amount: \$1,321.00</b>
197308	KEITH MOORE	02/14/2025	33314	420	WATER ACCT REFUND	\$127.53
<b>KEITH MOORE</b>						<b>Total Check Amount: \$127.53</b>
197309	MSK PROPERTIES	02/14/2025	33328	420	WATER ACCT REFUND	\$51.24
<b>MSK PROPERTIES</b>						<b>Total Check Amount: \$51.24</b>
197310	JUAN MUNOZ	02/14/2025	33329	420	WATER ACCT REFUND	\$68.66
<b>JUAN MUNOZ</b>						<b>Total Check Amount: \$68.66</b>
197311	NATIONWIDE	02/14/2025	20975	110	4436 PET INS JAN 2025	\$1,656.00
<b>NATIONWIDE</b>						<b>Total Check Amount: \$1,656.00</b>
197312	ODP BUSINESS SOLUTIONS, LLC	02/14/2025	31709	110212111	OFFICE SUPPLIES	\$105.47
<b>ODP BUSINESS SOLUTIONS, LLC</b>						<b>Total Check Amount: \$105.47</b>

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197313	ORACLE AMERICA, INC.	02/14/2025	33166	951000000	ILJAOC CLD SVCS JAN25	\$1,953.85
<b>ORACLE AMERICA, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,953.85</b>
197314	JUNG PARK	02/14/2025	33195	420	WATER ACCT REFUND	\$140.00
<b>JUNG PARK</b>					<b>Total Check Amount:</b>	<b>\$140.00</b>
197315	RBI TRAFFIC, INC	02/14/2025	30571	510707219	EGLE HLLS XMAS LIGHTS	\$1,800.00
<b>RBI TRAFFIC, INC</b>					<b>Total Check Amount:</b>	<b>\$1,800.00</b>
197316	LORELLA ROCHLITZ	02/14/2025	33315	420	WATER ACCT REFUND	\$9.09
<b>LORELLA ROCHLITZ</b>					<b>Total Check Amount:</b>	<b>\$9.09</b>
197317	MARIE ROGERS	02/14/2025	33313	420	WATER ACCT REFUND	\$26.25
<b>MARIE ROGERS</b>					<b>Total Check Amount:</b>	<b>\$26.25</b>
197318	CRISTINA SALAS	02/14/2025	26171	110	REFUND-MEMB CANCELLTN	\$220.00
<b>CRISTINA SALAS</b>					<b>Total Check Amount:</b>	<b>\$220.00</b>
197319	SPARKLETTS	02/14/2025	3001	110111161	COUNCIL MTGWTR JAN25	\$59.70
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$59.70</b>
197320	STEVE SWENDENER	02/14/2025	33322	420	WATER ACCT REFUND	\$92.11
<b>STEVE SWENDENER</b>					<b>Total Check Amount:</b>	<b>\$92.11</b>
197321	TEC EQUIPMENT	02/14/2025	32466	480515161	SEAT BELT	\$368.22
<b>TEC EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$368.22</b>
197322	VICTOR THOMPSON	02/14/2025	33310	420	WATER ACCT REFUND	\$582.57
<b>VICTOR THOMPSON</b>					<b>Total Check Amount:</b>	<b>\$582.57</b>
197323	TS GOVERNMENT SOLUTIONS, LLC	02/14/2025	28596	110404215	QTRLY PREVMNT BCC JAN	\$1,295.00
<b>TS GOVERNMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$1,295.00</b>
197324	U.S. POSTAL SERVICE	02/14/2025	13260	110404421	24/25 BTQE POSTCARDS	\$1,476.00
<b>U.S. POSTAL SERVICE</b>					<b>Total Check Amount:</b>	<b>\$1,476.00</b>
197325	UNIFIRST CORPORATION	02/14/2025	27988	110212131	PD LAUNDRY SVCS 1/13	\$24.88
		02/14/2025	27988	110212131	PD LAUNDRY SVCS 1/20	\$24.88
		02/14/2025	27988	110212131	PD LAUNDRY SVCS 1/27	\$24.88
		02/14/2025	27988	110212131	PD LAUNDRY SVCS 1/6	\$24.88
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$99.52</b>
197326	UNIFIRST CORPORATION	02/14/2025	27988	110515121	UNIFORM SVCS JAN 2025	\$71.19
		02/14/2025	27988	110515125	UNIFORM SVCS JAN 2025	\$20.64
		02/14/2025	27988	110515141	UNIFORM SVCS JAN 2025	\$170.68
		02/14/2025	27988	110515143	UNIFORM SVCS JAN 2025	\$30.19
		02/14/2025	27988	110515144	UNIFORM SVCS JAN 2025	\$97.87
		02/14/2025	27988	110515148	UNIFORM SVCS JAN 2025	\$7.20
		02/14/2025	27988	360515145	UNIFORM SVCS JAN 2025	\$11.73
		02/14/2025	27988	361515148	UNIFORM SVCS JAN 2025	\$7.20
		02/14/2025	27988	420515131	UNIFORM SVCS JAN 2025	\$270.86

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197326	UNIFIRST CORPORATION	02/14/2025	27988	430515123	UNIFORM SVCS JAN 2025	\$61.22
		02/14/2025	27988	440515126	UNIFORM SVCS JAN 2025	\$10.76
		02/14/2025	27988	480515161	UNIFORM SVCS JAN 2025	\$159.26
		02/14/2025	27988	490515151	UNIFORM SVCS JAN 2025	\$302.62
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$1,221.42</b>
197327	VERITIV OPERATING COMPANY	02/14/2025	26806	110141441	PAPER	\$1,700.28
<b>VERITIV OPERATING COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,700.28</b>
197328	JUNGWON YOON	02/14/2025	33326	420	WATER ACCT REFUND	\$91.70
<b>JUNGWON YOON</b>					<b>Total Check Amount:</b>	<b>\$91.70</b>
197329	SUN WON YOON	02/14/2025	33317	420	WATER ACCT REFUND	\$76.36
<b>SUN WON YOON</b>					<b>Total Check Amount:</b>	<b>\$76.36</b>
<b>Check Subtotal</b>						<b>\$516,467.07</b>
V58194	ADAMSON POLICE PRODUCTS	02/14/2025	4023	110212131	SAFETY VESTS	\$3,249.75
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$3,249.75</b>
V58195	ADMINISTRATIVE & PROF	02/14/2025	3344	110	4010 APEA MEMB 020725	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$540.00</b>
V58196	THE ADVANTAGE GROUP	02/14/2025	24539	110	808B FSADEPCAR 020725	\$2,659.21
		02/14/2025	24539	110	808C FSA URMED 020725	\$5,375.49
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$8,034.70</b>
V58197	ANNA CHAVEZ AGUSTIN	02/14/2025	31862	110404215	ZUMBA	\$576.00
<b>ANNA CHAVEZ AGUSTIN</b>					<b>Total Check Amount:</b>	<b>\$576.00</b>
V58198	LARRY ALANIS	02/14/2025	32661	110404424	UMPIRE FEES 2/3/25	\$111.00
<b>LARRY ALANIS</b>					<b>Total Check Amount:</b>	<b>\$111.00</b>
V58199	ALL CITY MANAGEMENT SERVICES INC	02/14/2025	6604	110212132	CRSNG GRDS 1/5-1/28	\$3,431.25
		02/14/2025	6604	110212132	CRSNG GRDS 12/8-12/21	\$3,428.78
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$6,860.03</b>
V58200	JUDY ALLEN	02/14/2025	20447	110404215	BODY PUMP/MAT PILATES	\$416.00
		02/14/2025	20447	110404215	PERSONAL TRAINER	\$400.80
<b>JUDY ALLEN</b>					<b>Total Check Amount:</b>	<b>\$816.80</b>
V58201	ALTA LANGUAGE SERVICES, INC	02/14/2025	25953	110141481	BILINGUAL TEST JAN25	\$174.00
<b>ALTA LANGUAGE SERVICES, INC</b>					<b>Total Check Amount:</b>	<b>\$174.00</b>
V58202	AMERICAN LEGAL PUBLISHING CORP	02/14/2025	3794	110111161	JAN 2025 S-28 EDITING	\$331.87
<b>AMERICAN LEGAL PUBLISHING CORP</b>					<b>Total Check Amount:</b>	<b>\$331.87</b>
V58203	AVCOGAS PROPANE SALES & SERVICES	02/14/2025	22047	480515161	PROPANE 652.3 GALS	\$2,119.17
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>					<b>Total Check Amount:</b>	<b>\$2,119.17</b>
V58204	ROBYN BAKER	02/14/2025	32891	110404215	CYCLE	\$96.00
		02/14/2025	32891	110404215	PERSONAL TRAINER	\$120.60

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ROBYN BAKER					Total Check Amount:	\$216.60
V58205	BEST LAWN MOWER SERVICE	02/14/2025	16230	480515161	BAR/OIL	\$108.17
BEST LAWN MOWER SERVICE					Total Check Amount:	\$108.17
V58206	BPSEA MEMORIAL FOUNDATION	02/14/2025	14990	110	4050 MEMORIAL 020725	\$115.50
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$115.50
V58207	BRAVO ROOFING INC	02/14/2025	28437	465515149	BIRCH HLLS ROOF RPR	\$1,540.00
BRAVO ROOFING INC					Total Check Amount:	\$1,540.00
V58208	BREA CITY EMPLOYEES ASSOCIATION	02/14/2025	3236	110	4005 BCEA MEMB 020725	\$768.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$768.00
V58209	BREA DISPOSAL, INC	02/14/2025	3330	440515122	REFUSE COLLECTN JAN25	\$193,270.52
BREA DISPOSAL, INC					Total Check Amount:	\$193,270.52
V58210	BREA FIREFIGHTERS ASSOCIATION	02/14/2025	3237	110	4016 ASSOCMEMB 020725	\$4,139.25
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$4,139.25
V58211	BREA POLICE ASSOCIATION	02/14/2025	3769	110	4030 BPA REG 020725	\$3,550.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,550.00
V58212	BREA POLICE ATHLETIC LEAGUE	02/14/2025	1068	110	5010 B.P.A.L. 020725	\$130.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$130.00
V58213	BREA POLICE MANAGEMENT ASSOCIATION	02/14/2025	21189	110	4019 LDF MEMB 020725	\$57.00
		02/14/2025	21189	110	4020 PMA MEMB 020725	\$162.50
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$219.50
V58214	BREA TOWING	02/14/2025	16399	110212121	IMPOUND [INV] JAN25	\$4,227.50
		02/14/2025	16399	110212132	IMPOUND [TFC] JAN25	\$1,178.00
		02/14/2025	16399	110212132	TOWING SVCS 1/14/25	\$435.00
BREA TOWING					Total Check Amount:	\$5,840.50
V58215	C. WELLS PIPELINE MATERIALS INC	02/14/2025	13055	420515131	PLUMBING SUPPLIES	\$1,743.13
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$1,743.13
V58216	MARIA ELENA CABRERA	02/14/2025	32813	110404215	ZUMBA	\$128.00
MARIA ELENA CABRERA					Total Check Amount:	\$128.00
V58217	CALIFORNIA DOMESTIC WATER CO	02/14/2025	3388	420515131	WTR CONSUMPTION JAN25	\$271,249.31
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$271,249.31
V58218	CALIFORNIA FORENSIC PHLEBOTOMY INC.	02/14/2025	4488	110212131	PHLEB SVCS JAN 2025	\$697.50
CALIFORNIA FORENSIC PHLEBOTOMY INC.					Total Check Amount:	\$697.50
V58219	D. F. POLYGRAPH	02/14/2025	32314	110141481	POLYGRAPH JAN 2024	\$400.00
D. F. POLYGRAPH					Total Check Amount:	\$400.00
V58220	DANIELS TIRE SERVICE	02/14/2025	3133	480515161	CREDIT	(\$2,464.87)
		02/14/2025	3133	480515161	TIRES	\$3,207.86
DANIELS TIRE SERVICE					Total Check Amount:	\$742.99
V58221	DENALYN DAVID	02/14/2025	31642	110404215	YOGA	\$256.00



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<b>DENALYN DAVID</b>						<b>Total Check Amount: \$256.00</b>
V58222	MYRA DUVALL	02/14/2025	18083	110404215	YOGA	\$384.00
<b>MYRA DUVALL</b>						<b>Total Check Amount: \$384.00</b>
V58223	E.J. WARD INC	02/14/2025	11309	480515161	24/25 SAAS FUEL HSTNG	\$1,169.00
<b>E.J. WARD INC</b>						<b>Total Check Amount: \$1,169.00</b>
V58224	EAN SERVICES, LLC	02/14/2025	26450	110222221	RENTAL CAR 1/11-1/27	\$1,538.37
<b>EAN SERVICES, LLC</b>						<b>Total Check Amount: \$1,538.37</b>
V58225	ECONOLITE SYSTEMS, INC.	02/14/2025	27147	110515121	CONDUIT RPR @ BIRCH	\$2,150.70
		02/14/2025	27147	110515121	PREVENTATIVE MNT	\$3,244.00
		02/14/2025	27147	110515121	ROLLING REPORT AUG24	\$8,408.53
		02/14/2025	27147	110515121	ST LIGHT POLE KNCKDWN	\$3,796.47
<b>ECONOLITE SYSTEMS, INC.</b>						<b>Total Check Amount: \$17,599.70</b>
V58226	ENTENMANN ROVIN COMPANY	02/14/2025	3457	110212111	AWARDS	\$1,748.76
<b>ENTENMANN ROVIN COMPANY</b>						<b>Total Check Amount: \$1,748.76</b>
V58227	ALYSSA RAE FELIPE	02/14/2025	32809	110404215	PERSONAL TRAINER	\$630.00
		02/14/2025	32809	110404215	TRX/PURE STRENGTH	\$243.00
<b>ALYSSA RAE FELIPE</b>						<b>Total Check Amount: \$873.00</b>
V58228	FIDELITY SECURITY LIFE INSURANCE	02/14/2025	23035	110	9827288 VISION FEB25	\$3,171.18
<b>FIDELITY SECURITY LIFE INSURANCE</b>						<b>Total Check Amount: \$3,171.18</b>
V58229	FLEET SERVICES	02/14/2025	5658	480515161	CLEAN CHECK TEST	\$109.80
		02/14/2025	5658	480515161	CONTROL VALVE	\$189.60
		02/14/2025	5658	480515161	KITTINGS	\$125.37
<b>FLEET SERVICES</b>						<b>Total Check Amount: \$424.77</b>
V58230	FUN WITH HORSES	02/14/2025	15171	110404145	HORSE FUN	\$150.00
<b>FUN WITH HORSES</b>						<b>Total Check Amount: \$150.00</b>
V58231	MELISSA GIFFORD	02/14/2025	10645	110404215	TRX STRONG/B.STRENGTH	\$320.00
<b>MELISSA GIFFORD</b>						<b>Total Check Amount: \$320.00</b>
V58232	GRAFIX SYSTEMS	02/14/2025	28716	174222225	STEEL ROOF PLATE	\$1,068.05
<b>GRAFIX SYSTEMS</b>						<b>Total Check Amount: \$1,068.05</b>
V58233	MARY M. GRAHAM	02/14/2025	31478	110404215	R&R/YOGA	\$320.00
<b>MARY M. GRAHAM</b>						<b>Total Check Amount: \$320.00</b>
V58234	GRAINGER	02/14/2025	13634	110515141	WATER COOLERS	\$121.50
<b>GRAINGER</b>						<b>Total Check Amount: \$121.50</b>
V58235	HAAKER EQUIPMENT CO.	02/14/2025	4297	430515123	TOOLS	\$299.74
<b>HAAKER EQUIPMENT CO.</b>						<b>Total Check Amount: \$299.74</b>
V58236	GABRIEL HANNAH	02/14/2025	17533	110404424	UMPIRE FEES 2/3/25	\$111.00
<b>GABRIEL HANNAH</b>						<b>Total Check Amount: \$111.00</b>
V58237	MONA HERNANDEZ	02/14/2025	23114	110404215	MASSAGE	\$1,059.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MONA HERNANDEZ					Total Check Amount:	\$1,059.00
V58238	JOANNA HODSON	02/14/2025	17998	110212111	TRAINING MILEAGE	\$199.53
JOANNA HODSON					Total Check Amount:	\$199.53
V58239	WESLEY HUANG	02/14/2025	26144	110212111	TRAINING MILEAGE	\$116.20
WESLEY HUANG					Total Check Amount:	\$116.20
V58240	INLAND ROUNDBALL OFFICIALS INC.	02/14/2025	31906	110404424	REFEREE FEES 1/30-2/3	\$1,100.00
INLAND ROUNDBALL OFFICIALS INC.					Total Check Amount:	\$1,100.00
V58241	SARA JACKSON	02/14/2025	31840	110404215	BODY PUMP	\$448.00
SARA JACKSON					Total Check Amount:	\$448.00
V58242	PAMELA JOHNSTON	02/14/2025	28025	110404215	ZUMBA	\$320.00
PAMELA JOHNSTON					Total Check Amount:	\$320.00
V58243	KRISTI L KANEL	02/14/2025	22868	110404215	SILVER SNKRS/ZUMBA	\$416.00
KRISTI L KANEL					Total Check Amount:	\$416.00
V58244	KELLY SPICERS STORES	02/14/2025	31267	110141441	PAPER	\$171.34
KELLY SPICERS STORES					Total Check Amount:	\$171.34
V58245	KIMBALL MIDWEST	02/14/2025	23053	480515161	NUTS/BOLTS	\$545.64
KIMBALL MIDWEST					Total Check Amount:	\$545.64
V58246	KIMLEY-HORN AND ASSOCIATES, INC.	02/14/2025	26302	510707306	57/IMP PSR-PDS DEC24	\$23,669.64
		02/14/2025	26302	510707306	57/IMP PSR-PSD NOV24	\$31,094.50
		02/14/2025	26302	510707306	57/IMP SB ORPID DEC24	\$1,765.00
		02/14/2025	26302	510707306	57/IMP SB ORPID NOV24	\$23,145.00
KIMLEY-HORN AND ASSOCIATES, INC.					Total Check Amount:	\$79,674.14
V58247	KREUZER CONSULTING GROUP	02/14/2025	22072	510707329	PROF ENGG SVCS OCT24	\$4,778.00
KREUZER CONSULTING GROUP					Total Check Amount:	\$4,778.00
V58248	KWIK KLEEN	02/14/2025	23771	480515161	PARTS WASHER SVC 1/29	\$197.00
KWIK KLEEN					Total Check Amount:	\$197.00
V58249	L.N. CURTIS & SONS	02/14/2025	1053	110212111	UNIFORM	\$387.58
		02/14/2025	1053	174222225	UNIFORMS	\$457.33
L.N. CURTIS & SONS					Total Check Amount:	\$844.91
V58250	DOLLY LAI	02/14/2025	18084	110404215	YOGA	\$64.00
DOLLY LAI					Total Check Amount:	\$64.00
V58251	LANCE, SOLL & LUNGHARD LLP	02/14/2025	8267	110141431	FY 2023/2024 AUDITSVC	\$2,375.00
		02/14/2025	8267	420141431	FY 2023/2024 AUDITSVC	\$1,187.50
		02/14/2025	8267	430141431	FY 2023/2024 AUDITSVC	\$1,187.50
LANCE, SOLL & LUNGHARD LLP					Total Check Amount:	\$4,750.00
V58252	BERRY LIANG	02/14/2025	25640	110404215	CYCLE	\$128.00
		02/14/2025	25640	110404215	PERSONAL TRAINER	\$132.00
BERRY LIANG					Total Check Amount:	\$260.00

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V58253	LIFE-ASSIST, INC.	02/14/2025	10530	174222222	PM SUPPLIES FS3	\$1,142.20
		02/14/2025	10530	174222225	PM SUPPLIES FS2	\$2,524.85
<b>LIFE-ASSIST, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,667.05</b>
V58254	LONG BEACH BMW	02/14/2025	18120	480515161	HEAD LIGHT	\$248.29
<b>LONG BEACH BMW</b>					<b>Total Check Amount:</b>	<b>\$248.29</b>
V58255	TANYA LOSCUTOFF	02/14/2025	22092	110404215	PERSONAL TRAINER	\$872.60
		02/14/2025	22092	110404215	SUPER SCULPT	\$128.00
<b>TANYA LOSCUTOFF</b>					<b>Total Check Amount:</b>	<b>\$1,000.60</b>
V58256	ANDREA MCGRANAHAN	02/14/2025	26046	110404215	PERSONAL TRAINER	\$60.00
		02/14/2025	26046	110404215	TRX/BARRE/CYCLE/LOWIM	\$1,440.00
<b>ANDREA MCGRANAHAN</b>					<b>Total Check Amount:</b>	<b>\$1,500.00</b>
V58257	MARGARITO DAVID MENDEZ	02/14/2025	26196	110212111	SHOT SHOW 2025	\$184.00
<b>MARGARITO DAVID MENDEZ</b>					<b>Total Check Amount:</b>	<b>\$184.00</b>
V58258	MICHAEL BAKER INTERNATIONAL, INC.	02/14/2025	31634	510707442	PROF SVCS DEC 2024	\$19,365.73
<b>MICHAEL BAKER INTERNATIONAL, INC.</b>					<b>Total Check Amount:</b>	<b>\$19,365.73</b>
V58259	MINNESOTA LIFE INSURANCE COMPANY	02/14/2025	30640	110	34730 LIFE INS FEB25	\$6,974.40
<b>MINNESOTA LIFE INSURANCE COMPANY</b>					<b>Total Check Amount:</b>	<b>\$6,974.40</b>
V58260	CAITLIN MOHNEY	02/14/2025	29108	110404521	YOGA JAN 2025	\$120.00
<b>CAITLIN MOHNEY</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>
V58261	JENNIFER MONZON-SCROFINI	02/14/2025	20158	110404145	CRAFTS	\$195.00
		02/14/2025	20158	110404215	FUNCSTRENGT/HIIT/TRX	\$320.00
<b>JENNIFER MONZON-SCROFINI</b>					<b>Total Check Amount:</b>	<b>\$515.00</b>
V58262	NATASHA MOORE	02/14/2025	10711	110404215	BODY PUMP	\$224.00
<b>NATASHA MOORE</b>					<b>Total Check Amount:</b>	<b>\$224.00</b>
V58263	NATIONAL EMBLEM, INC.	02/14/2025	2770	110222221	PATCHES	\$1,939.97
<b>NATIONAL EMBLEM, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,939.97</b>
V58264	NIEVES LANDSCAPE, INC.	02/14/2025	31375	110515143	RPL PLANT MATERIAL	\$445.00
		02/14/2025	31375	346515112	REPAIR LINE FOR PUMP	\$50.00
<b>NIEVES LANDSCAPE, INC.</b>					<b>Total Check Amount:</b>	<b>\$495.00</b>
V58265	JANET NORSETTER	02/14/2025	26021	110404215	SILVER SNEAKERS	\$210.00
<b>JANET NORSETTER</b>					<b>Total Check Amount:</b>	<b>\$210.00</b>
V58266	ORANGE COUNTY KARATE CENTER LLC	02/14/2025	31160	110404145	KARATE	\$80.00
<b>ORANGE COUNTY KARATE CENTER LLC</b>					<b>Total Check Amount:</b>	<b>\$80.00</b>
V58267	JIA ZHI (GEORGE) PAN	02/14/2025	31796	110404145	INTRO TO GOLF	\$225.00
<b>JIA ZHI (GEORGE) PAN</b>					<b>Total Check Amount:</b>	<b>\$225.00</b>
V58268	PARSONS TRANSPORTATION GROUP	02/14/2025	25626	510707251	57/LAMBERT THRU 12/27	\$895.20
<b>PARSONS TRANSPORTATION GROUP</b>					<b>Total Check Amount:</b>	<b>\$895.20</b>

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V58269	IRACEMA PERDOMO	02/14/2025	14135	110404215	CYCLE	\$64.00
IRACEMA PERDOMO					Total Check Amount:	\$64.00
V58270	PTS COMMUNICATIONS, INC.	02/14/2025	31947	475141471	7147920398 FEB 2025	\$75.00
PTS COMMUNICATIONS, INC.					Total Check Amount:	\$75.00
V58271	QUANTUM SIGNS & GRAPHICS INC.	02/14/2025	32568	110404421	SPRNG BTQ DATEPATCHES	\$146.20
QUANTUM SIGNS & GRAPHICS INC.					Total Check Amount:	\$146.20
V58272	KAYLA RABJOHNS	02/14/2025	28472	110404215	CIRCUIT TRAINING	\$96.00
KAYLA RABJOHNS					Total Check Amount:	\$96.00
V58273	TIANNA RIVERA	02/14/2025	31886	110212111	TRAINING MILEAGE	\$68.88
TIANNA RIVERA					Total Check Amount:	\$68.88
V58274	ANNA RIVERS	02/14/2025	33148	110404215	BODY PUMP	\$30.00
ANNA RIVERS					Total Check Amount:	\$30.00
V58275	ISMAEL O SILVA	02/14/2025	24370	110404215	ZUMBA	\$128.00
ISMAEL O SILVA					Total Check Amount:	\$128.00
V58276	SITEONE LANDSCAPE SUPPLY, LLC	02/14/2025	25942	110515143	PLUMBING SUPPLIES	\$207.16
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$207.16
V58277	SOOTHING ESCAPE MASSAGE LLC	02/14/2025	31650	110404215	KINSTRETCH MOBILITY	\$288.00
		02/14/2025	31650	110404215	MASSAGE/SOUND BATH	\$1,125.50
SOOTHING ESCAPE MASSAGE LLC					Total Check Amount:	\$1,413.50
V58278	SPECTRUM GAS PRODUCTS, INC.	02/14/2025	16060	110222221	HYDROTEST	\$79.50
		02/14/2025	16060	110222221	OX CYLINDERS	\$57.00
		02/14/2025	16060	174222222	OXYGEN	\$363.50
		02/14/2025	16060	174222225	OX CYLINDERS	\$1,066.73
		02/14/2025	16060	174222225	OX TANK PART	\$274.76
		02/14/2025	16060	174222225	OXYGEN	\$103.05
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$1,944.54
V58279	STATE INDUSTRIAL PRODUCTS	02/14/2025	8572	110222223	GLASS CLEANER	\$371.29
		02/14/2025	8572	110222223	LAUNDRY DETERGENT	\$447.85
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$819.14
V58280	STEVE A. FILARSKY, ATTORNEY-AT-LAW	02/14/2025	31186	110141481	PROF LEGAL SVCS JAN25	\$3,897.50
STEVE A. FILARSKY, ATTORNEY-AT-LAW					Total Check Amount:	\$3,897.50
V58281	TENNIS ANYONE ACADEMY	02/14/2025	12688	110404145	TENNIS LESSONS	\$1,625.37
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,625.37
V58282	RYAN MICHAEL THIBERT	02/14/2025	33332	174222222	PMSCHOOL-HEP B VACCNE	\$186.99
RYAN MICHAEL THIBERT					Total Check Amount:	\$186.99
V58283	THOMSON REUTERS - WEST	02/14/2025	22020	110212121	CLR LAW ENF+ENT JAN25	\$590.88
THOMSON REUTERS - WEST					Total Check Amount:	\$590.88

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V58284	TROPICAL PLAZA NURSERY, INC	02/14/2025	2062	346515112	MD6 TROUBLESHOOT PUMP	\$450.00
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$450.00</b>
V58285	LETICIA TRUJILLO	02/14/2025	22054	110404215	HIIT DANCE	\$64.00
		02/14/2025	22054	110404521	ZUMBA GOLD JAN25	\$160.00
<b>LETICIA TRUJILLO</b>					<b>Total Check Amount:</b>	<b>\$224.00</b>
V58286	EDEN TURNER	02/14/2025	21951	110404215	BODY PUMP	\$288.00
<b>EDEN TURNER</b>					<b>Total Check Amount:</b>	<b>\$288.00</b>
V58287	UL LLC	02/14/2025	13323	480515161	UL REINSPECTION	\$208.00
<b>UL LLC</b>					<b>Total Check Amount:</b>	<b>\$208.00</b>
V58288	NATASHA UMRIGAR-MOLLA	02/14/2025	32097	110404215	YOGA	\$160.00
<b>NATASHA UMRIGAR-MOLLA</b>					<b>Total Check Amount:</b>	<b>\$160.00</b>
V58289	UNDERGROUND SERVICE ALERT/SC	02/14/2025	4537	420515131	DSB FEE 2/1/25	\$141.16
		02/14/2025	4537	420515131	DSB WTRDIST 2/1/25	\$70.58
		02/14/2025	4537	420515131	UGTICKETS SEWER JAN25	\$539.10
		02/14/2025	4537	420515131	UGTICKETS WATER JAN25	\$272.70
<b>UNDERGROUND SERVICE ALERT/SC</b>					<b>Total Check Amount:</b>	<b>\$1,023.54</b>
V58290	UNICORN METALS	02/14/2025	17181	480515161	METAL STOCK	\$41.14
<b>UNICORN METALS</b>					<b>Total Check Amount:</b>	<b>\$41.14</b>
V58291	UNITED ROTARY BRUSH CORPORATION	02/14/2025	16649	480515161	SWEEPER BROOMS	\$728.28
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$728.28</b>
V58292	US BANK XX0338 CITY MGR	02/14/2025	24704	110111143	CALCARD-MGMTSV-012225	\$488.96
		02/14/2025	24704	110323212	CALCARD-MGMTSV-012225	\$338.96
		02/14/2025	24704	902009100	CALCARD-MGMTSV-012225	\$104.95
<b>US BANK XX0338 CITY MGR</b>					<b>Total Check Amount:</b>	<b>\$932.87</b>
V58293	US BANK XX0312 HR	02/14/2025	24776	110	CALCARDS HR 122324	\$196.44
		02/14/2025	24776	110111143	CALCARDS HR 122324	\$32.73
		02/14/2025	24776	110141481	CALCARDS HR 122324	(\$562.29)
		02/14/2025	24776	110141481	CALCARDS-HR 012225	\$914.74
		02/14/2025	24776	470141483	CALCARDS-HR 012225	\$185.88
<b>US BANK XX0312 HR</b>					<b>Total Check Amount:</b>	<b>\$767.50</b>
V58295	US BANK XX0593 COMM SVC	02/14/2025	24777	110404211	AC-CALCARD-012225	(\$53.67)
		02/14/2025	24777	110404211	HE-CALCARD-012225	\$95.88
		02/14/2025	24777	110404215	DA-CALCARD-012225	\$642.28
		02/14/2025	24777	110404215	TT-CALCARD-012225	\$199.00
		02/14/2025	24777	110404217	JS-CALCARD-012225	\$393.13
		02/14/2025	24777	110404224	MKM-CALCARD-012225	\$64.64
		02/14/2025	24777	110404224	SS-CALCARD-012225	\$237.82

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V58295	US BANK XX0593 COMM SVC	02/14/2025	24777	110404311	AF-CALCARD-012225	\$379.61
		02/14/2025	24777	110404311	AR-CALCARD-012225	\$279.56
		02/14/2025	24777	110404311	CH-CALCARD-012225	\$1,192.76
		02/14/2025	24777	110404311	KS-CALCARD-012225	\$1,351.68
		02/14/2025	24777	110404311	LJN-CALCARD-012225	\$767.77
		02/14/2025	24777	110404421	AR-CALCARD-012225	\$15.06
		02/14/2025	24777	110404424	TV-CALCARD-012225	\$534.88
		02/14/2025	24777	110404425	SS-CALCARD-012225	\$402.39
		02/14/2025	24777	110404429	JS-CALCARD-012225	\$172.52
		02/14/2025	24777	110404429	MKM-CALCARD-012225	\$696.85
		02/14/2025	24777	110404521	AM-CALCARD-012225	\$89.15
		02/14/2025	24777	110404521	FLT-CALCARD-012225	\$2,939.87
		02/14/2025	24777	110404521	RM-CALCARD-012225	\$364.41
		02/14/2025	24777	110404521	TT-CALCARD-012225	\$213.32
		02/14/2025	24777	110404523	AC-CALCARD-012225	\$8.23
		02/14/2025	24777	110404541	KC-CALCARD-012225	\$2,194.86
		02/14/2025	24777	110404541	KF-CALCARD-012225	\$210.95
		02/14/2025	24777	110404542	EF-CALCARD-012225	\$3,744.99
		02/14/2025	24777	110404542	HH-CALCARD-012225	\$1,494.10
		02/14/2025	24777	110404542	KH-CALCARD-012225	\$5.27
		02/14/2025	24777	110404542	KK-CALCARD-012225	\$4,808.79
<b>US BANK XX0593 COMM SVC</b>					<b>Total Check Amount:</b>	<b>\$23,446.10</b>
V58296	US BANK XX0502 COMM & MKTG	02/14/2025	24778	110111151	CALCARDS-0125LP	\$14.00
		02/14/2025	24778	110111152	CALCARDS-0125AM	\$1,022.27
		02/14/2025	24778	110111152	CALCARDS-0125DF	\$61.04
<b>US BANK XX0502 COMM &amp; MKTG</b>					<b>Total Check Amount:</b>	<b>\$1,097.31</b>
V58297	US BANK XX0353 COMM DEV	02/14/2025	24779	110	CALCARDS 012225 S.TAX	(\$2.76)
		02/14/2025	24779	110323212	CALCARD COMDEV 012525	\$440.45
		02/14/2025	24779	110323214	CALCARD COMDEV 012525	\$253.96
		02/14/2025	24779	110323231	CALCARD COMDEV 012525	\$640.79
		02/14/2025	24779	110323231	CALCARDS 012225 S.TAX	\$2.76
		02/14/2025	24779	110323241	CALCARD COMDEV 012525	\$25.00
<b>US BANK XX0353 COMM DEV</b>					<b>Total Check Amount:</b>	<b>\$1,360.20</b>
V58298	US BANK XX0270 ADMIN SVCS	02/14/2025	24781	110	CALCARDS-ADMIN 012225	\$16.00
		02/14/2025	24781	110111161	CALCARDS-C.CLK 012225	\$593.96
		02/14/2025	24781	110141411	CALCARDS-ADMIN 012225	\$49.05
		02/14/2025	24781	110141424	CALCARDS-ADMIN 012225	\$49.37

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V58298	US BANK XX0270 ADMIN SVCS	02/14/2025	24781	110141431	CALCARDS-ADMIN 012225	\$610.00
		02/14/2025	24781	110141441	CALCARDS-ADMIN 012225	\$1,661.69
<b>US BANK XX0270 ADMIN SVCS</b>					<b>Total Check Amount:</b>	<b>\$2,980.07</b>
V58299	US BANK XX0650 FIRE	02/14/2025	24782	110	CALCARDS-FIRE S.TAXCA	(\$11.16)
		02/14/2025	24782	110222211	CALCARDS-FIRE 012225	\$1,707.86
		02/14/2025	24782	110222213	CALCARDS-FIRE 012225	\$65.06
		02/14/2025	24782	110222221	CALCARDS-FIRE 012225	\$322.27
		02/14/2025	24782	110222221	CALCARDS-FIRE S.TAX	\$11.16
		02/14/2025	24782	110222223	CALCARDS-FIRE 012225	\$4,002.26
		02/14/2025	24782	110222231	CALCARDS-FIRE 012225	\$120.00
		02/14/2025	24782	174222222	CALCARDS-FIRE 012225	\$391.73
		02/14/2025	24782	174222225	CALCARDS-FIRE 012225	\$2,190.21
<b>US BANK XX0650 FIRE</b>					<b>Total Check Amount:</b>	<b>\$8,799.39</b>
V58300	US BANK XX0346 IT	02/14/2025	24783	110222223	CALCARDS-IT 012225	\$29.98
		02/14/2025	24783	110515125	CALCARDS-IT 012225	\$101.17
		02/14/2025	24783	280323215	CALCARDS-IT 012225	\$25.00
		02/14/2025	24783	460141474	CALCARDS-IT 012225	\$454.26
		02/14/2025	24783	475141471	CALCARDS-IT 012225	\$1,130.67
		02/14/2025	24783	865111143	CALCARDS-IT 012225	\$29.98
<b>US BANK XX0346 IT</b>					<b>Total Check Amount:</b>	<b>\$1,771.06</b>
V58302	US BANK XX0221 PW	02/14/2025	24784	110	CALCARDS-PW012225	(\$437.00)
		02/14/2025	24784	110141481	CALCARDS-PW012225	\$57.12
		02/14/2025	24784	110212121	CALCARDS-PW012225	\$48.15
		02/14/2025	24784	110222221	CALCARDS-PW012225	\$35.76
		02/14/2025	24784	110515111	CALCARDS-PW012225	\$541.40
		02/14/2025	24784	110515121	CALCARDS-PW012225	\$150.00
		02/14/2025	24784	110515125	CALCARDS-PW012225	\$262.04
		02/14/2025	24784	110515141	CALCARDS-PW012225	\$544.14
		02/14/2025	24784	110515144	CALCARDS-PW012225	\$5,671.47
		02/14/2025	24784	346515112	CALCARDS-PW012225	\$161.43
		02/14/2025	24784	420515131	CALCARDS-PW012225	\$104.03
		02/14/2025	24784	430515123	CALCARDS-PW012225	\$101.14
		02/14/2025	24784	480515161	CALCARDS-PW012225	\$3,015.04
		02/14/2025	24784	490515151	CALCARDS-PW012225	\$1,491.46
<b>US BANK XX0221 PW</b>					<b>Total Check Amount:</b>	<b>\$11,746.18</b>
V58304	US BANK XX0544 POLICE	02/14/2025	24785	110	CALCARDS 012225 POL	\$1,249.00
		02/14/2025	24785	110	CALCARDS-012225 POL	\$10.00



# City Disbursement Register

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V58304	US BANK XX0544 POLICE	02/14/2025	24785	110212111	CALCARDS 012225 POL	(\$1,249.00)
		02/14/2025	24785	110212111	CALCARDS-012225 POL	\$9,481.59
		02/14/2025	24785	110212112	CALCARDS-012225 POL	\$11.95
		02/14/2025	24785	110212121	CALCARDS-012225 POL	\$723.30
		02/14/2025	24785	110212122	CALCARDS-012225 POL	\$541.21
		02/14/2025	24785	110212131	CALCARDS-012225 POL	\$702.12
		02/14/2025	24785	110212132	CALCARDS-012225 POL	\$64.99
		02/14/2025	24785	110212133	CALCARDS-012225 POL	\$565.58
		02/14/2025	24785	110212141	CALCARDS-012225 POL	\$895.52
		02/14/2025	24785	234	CALCARDS 012225 S.TAX	\$5.25
		02/14/2025	24785	234212143	CALCARDS 012225 S.TAX	(\$5.25)
		02/14/2025	24785	234212143	CALCARDS-012225 POL	\$1,142.02
		02/14/2025	24785	480515161	CALCARDS-012225 POL	\$463.56
<b>US BANK XX0544 POLICE</b>					<b>Total Check Amount:</b>	<b>\$14,601.84</b>
V58305	US BANK XX3401 PW- ADMIN	02/14/2025	24786	110515111	CALCARDS-PWADM 012225	\$192.35
		02/14/2025	24786	410515132	CALCARDS-PWADM 012225	\$201.83
<b>US BANK XX3401 PW- ADMIN</b>					<b>Total Check Amount:</b>	<b>\$394.18</b>
V58306	JUANA VENTURA	02/14/2025	17752	110404215	CYCLE	\$90.00
<b>JUANA VENTURA</b>					<b>Total Check Amount:</b>	<b>\$90.00</b>
V58307	VIRTUAL PROJECT MANAGER	02/14/2025	23508	510515171	CIP SW BCKUP/ST JAN25	\$500.00
<b>VIRTUAL PROJECT MANAGER</b>					<b>Total Check Amount:</b>	<b>\$500.00</b>
V58308	WEST COAST ARBORISTS, INC.	02/14/2025	1556	110515141	TREE MNT 12/16-12/31	\$7,355.00
		02/14/2025	1556	110515142	TREE MNT 1/1-1/15	\$14,288.94
		02/14/2025	1556	343515112	TREE MNT 12/16-12/31	\$1,103.25
<b>WEST COAST ARBORISTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$22,747.19</b>
V58309	WEST GROVE VOLLEYBALL, LLC	02/14/2025	32196	110404145	VOLLEYBALL	\$448.80
<b>WEST GROVE VOLLEYBALL, LLC</b>					<b>Total Check Amount:</b>	<b>\$448.80</b>
V58310	WESTERN GOLF PROPERTIES, LLC	02/14/2025	29071	465000000	BIRCH HLLS S/TX JAN25	\$3,163.32
		02/14/2025	29071	465000000	BIRCH HLLS TIPS JAN25	\$4,319.22
		02/14/2025	29071	465000000	BREA CREEK S/TX JAN25	\$663.72
		02/14/2025	29071	465515149	BIRCH HLLS CGS JAN25	\$15,059.25
		02/14/2025	29071	465515149	BIRCH HLLS MGMT JAN25	\$155,567.33
		02/14/2025	29071	465515149	BREA CREEK CGS JAN25	\$4,456.21
		02/14/2025	29071	465515149	BREA CREEK MGMT JAN25	\$63,954.00
<b>WESTERN GOLF PROPERTIES, LLC</b>					<b>Total Check Amount:</b>	<b>\$247,183.05</b>
V58311	WILLDAN ENGINEERING	02/14/2025	12445	510707251	INSP SVCS THRU 11/22	\$4,896.00
		02/14/2025	12445	510707476	INSP SVCS THRU 11/22	\$2,899.75
<b>WILLDAN ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$7,795.75</b>



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V58312	WILLDAN FINANCIAL SERVICES	02/14/2025	23058	110141411	USER FEE STUDY DEC24	\$2,460.00
<b>WILLDAN FINANCIAL SERVICES</b>					<b>Total Check Amount:</b>	<b>\$2,460.00</b>
V58313	REBECCA YOUNT	02/14/2025	31473	110404215	SILVER SNEAKERS	\$259.00
<b>REBECCA YOUNT</b>					<b>Total Check Amount:</b>	<b>\$259.00</b>
<b>Voucher Subtotal</b>						<b>\$1,033,611.97</b>
<b>TOTAL</b>						<b>\$1,550,079.04</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
197330	440 S BREA LLC	02/21/2025	33324	840000000	PLN-2024-00045 REFUND	\$108.50
		02/21/2025	33324	84032323M	PLN-2024-00045 REFUND	\$0.05
		02/21/2025	33324	110000000	PLN-2024-00045 REFUND	(\$0.05)
<b>440 S BREA LLC</b>						<b>Total Check Amount: \$108.50</b>
197331	ACE SIGN DESIGN	02/21/2025	33337	840000000	BLD-2024-01164	\$422.75
		02/21/2025	33337	84032324P	BLD-2024-01164	\$0.02
		02/21/2025	33337	110000000	BLD-2024-01164	(\$0.02)
<b>ACE SIGN DESIGN</b>						<b>Total Check Amount: \$422.75</b>
197332	AMERICAN PUBLIC WORKS ASSOC/APWA	02/21/2025	3665	110515111	2025 APWA MEMB DUES	\$1,033.00
<b>AMERICAN PUBLIC WORKS ASSOC/APWA</b>						<b>Total Check Amount: \$1,033.00</b>
197333	AT&T LONG DISTANCE	02/21/2025	1737	475141471	807752441 2/3-3/2	\$65.54
<b>AT&amp;T LONG DISTANCE</b>						<b>Total Check Amount: \$65.54</b>
197334	AT&T WIRELESS	02/21/2025	13379	110000000	COST CENTER REFUND	\$1,900.00
<b>AT&amp;T WIRELESS</b>						<b>Total Check Amount: \$1,900.00</b>
197335	AUSLETICS	02/21/2025	33023	840000000	PLN-2024-00047 REFUND	\$49.50
		02/21/2025	33023	110000000	PLN-2024-00047 REFUND	\$19.03
		02/21/2025	33023	84032323E	PLN-2024-00047 REFUND	(\$19.03)
<b>AUSLETICS</b>						<b>Total Check Amount: \$49.50</b>
197336	AUSTIN BAUMAN PHOTO AND FILM	02/21/2025	33333	110404542	BCKM PHOTOGRAPHY	\$120.00
<b>AUSTIN BAUMAN PHOTO AND FILM</b>						<b>Total Check Amount: \$120.00</b>
197337	AVENU INSIGHTS & ANALYTICS, LLC	02/21/2025	29396	110141424	PROP TAX REP Q1 2025	\$1,875.00
		02/21/2025	29396	110141424	STARS SVC 2024 Q3	\$937.50
<b>AVENU INSIGHTS &amp; ANALYTICS, LLC</b>						<b>Total Check Amount: \$2,812.50</b>
197338	BKF ENGINEERS	02/21/2025	29410	510707978	ENGG SVCS AUG/SEPT24	\$13,757.42
		02/21/2025	29410	510707978	ENGG SVCS SEPT/OCT24	\$890.62
<b>BKF ENGINEERS</b>						<b>Total Check Amount: \$14,648.04</b>
197339	BREA URGENT CARE	02/21/2025	24391	110141481	HR MED SVCS JAN 2025	\$668.00
<b>BREA URGENT CARE</b>						<b>Total Check Amount: \$668.00</b>
197340	BREAKING THE CHAIN CONSULTING	02/21/2025	32119	110111143	MGR TRAINING WRKSHOP	\$2,750.00
<b>BREAKING THE CHAIN CONSULTING</b>						<b>Total Check Amount: \$2,750.00</b>
197341	CARDINAL ENVIRONMENTAL CONSULTING	02/21/2025	26489	490515151	ASBESTOS TESTING	\$1,221.00
<b>CARDINAL ENVIRONMENTAL CONSULTING</b>						<b>Total Check Amount: \$1,221.00</b>
197342	CHARTER COMMUNICATIONS	02/21/2025	29127	110111143	CABLE CHGS FEB/MAR25	\$24.81
		02/21/2025	29127	110111151	CABLE CHGS FEB/MAR25	\$49.62
		02/21/2025	29127	110404521	CABLE CHGS FEB/MAR25	\$43.60
		02/21/2025	29127	490515151	CABLE CHGS FEB/MAR25	\$24.81
		02/21/2025	29127	110212111	CABLE CHGS FEB/MAR25	\$391.94

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197342	CHARTER COMMUNICATIONS	02/21/2025	29127	110404211	CABLE CHGS FEB/MAR25	\$279.94
		02/21/2025	29127	110111161	CABLE CHGS FEB/MAR25	\$24.81
		02/21/2025	29127	110141481	CABLE CHGS FEB/MAR25	\$24.81
		02/21/2025	29127	110222211	CABLE CHGS FEB/MAR25	\$99.26
		02/21/2025	29127	110404311	CABLE CHGS FEB/MAR25	\$24.81
		02/21/2025	29127	420515131	CABLE CHGS FEB/MAR25	\$278.70
		02/21/2025	29127	110323212	CABLE CHGS FEB/MAR25	\$74.44
<b>CHARTER COMMUNICATIONS</b>					<b>Total Check Amount:</b>	<b>\$1,341.55</b>
197343	CHARTER COMMUNICATIONS	02/21/2025	29127	110111153	MGMT CHANNEL FEB25	\$994.38
<b>CHARTER COMMUNICATIONS</b>					<b>Total Check Amount:</b>	<b>\$994.38</b>
197344	CITY OF IRVINE	02/21/2025	17907	960000000	2/5 OCCMA DINNR REIMB	\$90.00
<b>CITY OF IRVINE</b>					<b>Total Check Amount:</b>	<b>\$90.00</b>
197345	CITY OF SAN JUAN CAPISTRANO	02/21/2025	33334	960000000	2/5 OCCMA DINNR REIMB	\$6,572.53
<b>CITY OF SAN JUAN CAPISTRANO</b>					<b>Total Check Amount:</b>	<b>\$6,572.53</b>
197346	COAST EMS, LLC	02/21/2025	33267	174222225	AMBULANCE SUPPLIES	\$357.51
<b>COAST EMS, LLC</b>					<b>Total Check Amount:</b>	<b>\$357.51</b>
197347	THE COUNSELING TEAM INTERNATIONAL	02/21/2025	13933	110222221	EMPL SUPP SVCS JAN25	\$125.00
<b>THE COUNSELING TEAM INTERNATIONAL</b>					<b>Total Check Amount:</b>	<b>\$125.00</b>
197348	COUNTY OF ORANGE	02/21/2025	4799	110212131	ANIMAL SHLTR 24/25 Q2	\$64,188.11
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$64,188.11</b>
197349	COUNTY OF ORANGE	02/21/2025	4799	110212122	PRKNG CITATIONS JAN25	\$2,527.50
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$2,527.50</b>
197350	COUNTY OF ORANGE	02/21/2025	4799	110212122	OCATS FEES JAN 2025	\$1,104.51
<b>COUNTY OF ORANGE</b>					<b>Total Check Amount:</b>	<b>\$1,104.51</b>
197351	CRASH CHAMPIONS-BREA	02/21/2025	31635	480515161	ACCIDENT REPAIR #2220	\$1,149.66
<b>CRASH CHAMPIONS-BREA</b>					<b>Total Check Amount:</b>	<b>\$1,149.66</b>
197352	DK SANDLER BROTHERS	02/21/2025	33151	360515145	RAGS	\$264.64
<b>DK SANDLER BROTHERS</b>					<b>Total Check Amount:</b>	<b>\$264.64</b>
197353	SOUTHERN CALIFORNIA EDISON	02/21/2025	3343	420515131	ELECTRICITY JAN 2025	\$3,910.07
		02/21/2025	3343	110515121	ELECTRICITY JAN 2025	\$3,168.49
		02/21/2025	3343	110515148	ELECTRICITY JAN 2025	\$73.07
		02/21/2025	3343	490515151	ELECTRICITY JAN 2025	\$8,713.12
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$15,864.75</b>
197354	FORCIBLE ENTRY, INC.	02/21/2025	26725	110222221	DOOR PROP	\$3,066.86
<b>FORCIBLE ENTRY, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,066.86</b>
197355	FRONTIER COMMUNICATIONS	02/21/2025	26183	475141471	PHONE CHGS 2/7-3/6	\$58.76
<b>FRONTIER COMMUNICATIONS</b>					<b>Total Check Amount:</b>	<b>\$58.76</b>
197356	THE GAS COMPANY	02/21/2025	3749	420515131	GAS JAN/FEB 2025	\$14.30

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197356	THE GAS COMPANY	02/21/2025	3749	490515151	GAS JAN/FEB 2025	\$3,934.47
THE GAS COMPANY					Total Check Amount:	\$3,948.77
197357	GMS ELEVATOR SERVICES, INC.	02/21/2025	29109	110515125	PS 1 ELEVATOR REPAIR	\$1,194.00
GMS ELEVATOR SERVICES, INC.					Total Check Amount:	\$1,194.00
197358	GOLDEN METERS SERVICE, INC.	02/21/2025	29449	420515131	METER MAINT	\$6,840.00
GOLDEN METERS SERVICE, INC.					Total Check Amount:	\$6,840.00
197359	HOLLYDALE MOBILE ESTATES	02/21/2025	29393	270323218	SENIOR SUNSIDY MAR25	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
197360	HYDROPRO SOLUTIONS	02/21/2025	31845	420515131	METERS	\$20,002.98
HYDROPRO SOLUTIONS					Total Check Amount:	\$20,002.98
197361	IACP-INTL ASSOC OF CHIEFS OF POLICE	02/21/2025	13454	110212111	2025 MEMB RENEWAL	\$220.00
IACP-INTL ASSOC OF CHIEFS OF POLICE					Total Check Amount:	\$220.00
197362	IMPERIAL CAR WASH	02/21/2025	30976	480515161	CARWASH JAN25	\$111.93
IMPERIAL CAR WASH					Total Check Amount:	\$111.93
197363	LAKE PARK BREA LP	02/21/2025	5289	270323218	SENIOR SUBSIDY MAR25	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
197364	FAN LY	02/21/2025	33335	110000000	PLN-2024-00048 REFUND	\$5.03
		02/21/2025	33335	840000000	PLN-2024-00048 REFUND	\$121.00
		02/21/2025	33335	84032323E	PLN-2024-00048 REFUND	(\$5.03)
FAN LY					Total Check Amount:	\$121.00
197365	WILLIAM D. MADDEN	02/21/2025	32206	110323231	PLANNING COMM 1/28	\$50.00
WILLIAM D. MADDEN					Total Check Amount:	\$50.00
197366	MARIPOSA LANDSCAPES, INC.	02/21/2025	27959	110515143	CITY FAC/TRAILS JAN25	\$5,954.32
		02/21/2025	27959	110515148	CITY FAC/TRAILS JAN25	\$2,120.27
		02/21/2025	27959	361515148	CITY FAC/TRAILS JAN25	\$115.49
MARIPOSA LANDSCAPES, INC.					Total Check Amount:	\$8,190.08
197367	METER VALVE & CONTROL INC	02/21/2025	33266	420515131	ERTS FOR METERS	\$6,159.85
METER VALVE & CONTROL INC					Total Check Amount:	\$6,159.85
197368	MOORE FLOORING, INC.	02/21/2025	29107	490515151	WALK OFF CARPET	\$1,471.00
		02/21/2025	29107	490515151	ELEVATOR FLOORING	\$3,624.00
MOORE FLOORING, INC.					Total Check Amount:	\$5,095.00
197369	ORANGE COUNTY WINWATER WORKS	02/21/2025	28030	430515123	PLUMBING SUPPLIES	\$591.55
ORANGE COUNTY WINWATER WORKS					Total Check Amount:	\$591.55
197370	ORANGE VILLA SENIOR APARTMENTS	02/21/2025	29394	270323218	SENIOR SUBSIDY MAR25	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
197371	PARKSIDE INDUSTRIES INC	02/21/2025	33338	840000000	TRUST ACCT REFUND	\$729.00
PARKSIDE INDUSTRIES INC					Total Check Amount:	\$729.00
197372	BLAKE SCOTT PEREZ	02/21/2025	32207	110323231	PLAN COMM MTG 1/28	\$50.00

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BLAKE SCOTT PEREZ					Total Check Amount:	\$50.00
197373	PLAYPOWER LT FARMINGTON, INC.	02/21/2025	19510	110515141	PLAYGROUND EQUIPMENT	\$270.86
PLAYPOWER LT FARMINGTON, INC.					Total Check Amount:	\$270.86
197374	PRES-TECH EQUIPMENT COMPANY	02/21/2025	26160	480515161	FILTER	\$439.62
PRES-TECH EQUIPMENT COMPANY					Total Check Amount:	\$439.62
197375	PUENTE HILLS FORD	02/21/2025	25742	480515161	BALLISTIC DOOR REPAIR	\$1,785.78
		02/21/2025	25742	480515161	OIL CAP	\$23.67
PUENTE HILLS FORD					Total Check Amount:	\$1,809.45
197376	SAGE ENVIRONMENTAL GROUP	02/21/2025	19604	360515146	REMOVAL OF WEEDS	\$9,730.00
SAGE ENVIRONMENTAL GROUP					Total Check Amount:	\$9,730.00
197377	MELANIE SCHLOTTERBECK	02/21/2025	27608	110323231	PLAN COMM MTG 1/28	\$50.00
MELANIE SCHLOTTERBECK					Total Check Amount:	\$50.00
197378	SHUCRI YAGHI CONSULTING ENGRS, INC.	02/21/2025	32899	510707978	AROV STRUCTURAL ENGG	\$900.00
SHUCRI YAGHI CONSULTING ENGRS, INC.					Total Check Amount:	\$900.00
197379	SO CAL MUNICIPAL ATHLETIC FED	02/21/2025	9128	110404311	24/25 MEMB [BRONZE]	\$200.00
SO CAL MUNICIPAL ATHLETIC FED					Total Check Amount:	\$200.00
197380	ZELIDA SOLORIO	02/21/2025	33339	110404542	'BEAUTIFUL'-SET PAINT	\$2,162.00
ZELIDA SOLORIO					Total Check Amount:	\$2,162.00
197381	SPARKLETTS	02/21/2025	3001	110141441	WTRDISP+BTTLs JAN25	\$903.67
SPARKLETTS					Total Check Amount:	\$903.67
197382	TELACU CONSTRUCTION MANAGEMENT, INC	02/21/2025	32829	510707978	CONST MGMT JAN 2025	\$30,960.00
		02/21/2025	32829	510707978	CONST MGMT DEC 2024	\$45,430.00
TELACU CONSTRUCTION MANAGEMENT, INC					Total Check Amount:	\$76,390.00
197383	TRUEPOINT SOLUTIONS, LLC	02/21/2025	32694	110323241	ACCELA SUPPORT DEC24	\$10,353.75
TRUEPOINT SOLUTIONS, LLC					Total Check Amount:	\$10,353.75
197384	UNIFIRST CORPORATION	02/21/2025	27988	110515125	UNIFORM SVCS FEB 2025	\$4.93
		02/21/2025	27988	360515145	UNIFORM SVCS FEB 2025	\$10.37
		02/21/2025	27988	440515126	UNIFORM SVCS FEB 2025	\$2.67
		02/21/2025	27988	361515148	UNIFORM SVCS FEB 2025	\$1.80
		02/21/2025	27988	420515131	UNIFORM SVCS FEB 2025	\$37.86
		02/21/2025	27988	430515123	UNIFORM SVCS FEB 2025	\$10.32
		02/21/2025	27988	490515151	UNIFORM SVCS FEB 2025	\$74.07
		02/21/2025	27988	110515143	UNIFORM SVCS FEB 2025	\$7.41
		02/21/2025	27988	110515148	UNIFORM SVCS FEB 2025	\$1.80
		02/21/2025	27988	480515161	UNIFORM SVCS FEB 2025	\$29.09
		02/21/2025	27988	110515121	UNIFORM SVCS FEB 2025	\$17.13
		02/21/2025	27988	110515141	UNIFORM SVCS FEB 2025	\$24.57

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197384	UNIFIRST CORPORATION	02/21/2025	27988	110515144	UNIFORM SVCS FEB 2025	\$23.94
<b>UNIFIRST CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$245.96</b>
197385	UNITED PARCEL SERVICE	02/21/2025	3174	110141441	SHPPNG CHGS JAN/FEB25	\$195.26
<b>UNITED PARCEL SERVICE</b>					<b>Total Check Amount:</b>	<b>\$195.26</b>
197386	VOHNE LICHE KENNELS, INC	02/21/2025	33035	110212131	MAINT TRAINING OCT24	\$200.00
		02/21/2025	33035	110212131	MAINT TRAINING JAN25	\$500.00
		02/21/2025	33035	110212131	MAINT TRAINING NOV24	\$400.00
		02/21/2025	33035	110212131	MAINT TRAINING DEC24	\$400.00
<b>VOHNE LICHE KENNELS, INC</b>					<b>Total Check Amount:</b>	<b>\$1,500.00</b>
197387	XEROX CORPORATION	02/21/2025	3349	110141441	PRNT CHGS 1230-010125	\$6.57
		02/21/2025	3349	110141441	UDIRECTS MNT JAN25	\$158.83
		02/21/2025	3349	110141441	CREDIT	(\$46.00)
		02/21/2025	3349	110141441	VR280 USAGE JAN25	\$840.81
		02/21/2025	3349	110141441	VR280STND JAN 2025	\$478.41
		02/21/2025	3349	110141441	PRINT CHGS 12/20-1/22	\$686.85
<b>XEROX CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$2,125.47</b>
<b>Check Subtotal</b>						<b>\$285,100.79</b>
V58314	ACTIVE NETWORK, LLC.	02/21/2025	14295	110	CHARGEBACK LOSS	\$2,122.50
<b>ACTIVE NETWORK, LLC.</b>					<b>Total Check Amount:</b>	<b>\$2,122.50</b>
V58315	LARRY ALANIS	02/21/2025	32661	110404424	UMPIRE FEES 2/10/25	\$111.00
<b>LARRY ALANIS</b>					<b>Total Check Amount:</b>	<b>\$111.00</b>
V58316	ALL CITY MANAGEMENT SERVICES INC	02/21/2025	6604	110212132	CRSNG GRDS 1/19-2/1	\$3,088.13
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$3,088.13</b>
V58317	ALLSTAR FIRE EQUIPMENT	02/21/2025	8353	110222221	VOICE AMP	\$4,022.53
<b>ALLSTAR FIRE EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$4,022.53</b>
V58318	ALTERNATIVE HOSE, INC.	02/21/2025	18488	480515161	HOSE ASSEMBLY	\$362.24
<b>ALTERNATIVE HOSE, INC.</b>					<b>Total Check Amount:</b>	<b>\$362.24</b>
V58319	AMERICAN LEGAL PUBLISHING CORP	02/21/2025	3794	110111161	JAN 2025 S-28 EDITING	\$0.00
<b>AMERICAN LEGAL PUBLISHING CORP</b>					<b>Total Check Amount:</b>	<b>\$0.00</b>
V58320	AM-TEC TOTAL SECURITY INC	02/21/2025	30658	181404250	BCC SECURITY CAMERAS	\$14,774.85
<b>AM-TEC TOTAL SECURITY INC</b>					<b>Total Check Amount:</b>	<b>\$14,774.85</b>
V58321	BRENT THOMAS ARNOLD	02/21/2025	33336	110212111	STHRN CA TFC COLLEGE	\$69.00
<b>BRENT THOMAS ARNOLD</b>					<b>Total Check Amount:</b>	<b>\$69.00</b>
V58322	BEST LAWN MOWER SERVICE	02/21/2025	16230	480515161	CHAINS	\$227.26
<b>BEST LAWN MOWER SERVICE</b>					<b>Total Check Amount:</b>	<b>\$227.26</b>
V58323	BILL'S AUTO UPHOLSTERY	02/21/2025	10510	480515161	SEAT REPAIR	\$700.00
<b>BILL'S AUTO UPHOLSTERY</b>					<b>Total Check Amount:</b>	<b>\$700.00</b>
V58324	BRAVO ROOFING INC	02/21/2025	28437	490515151	BCC ROOF REPAIRS	\$1,820.00

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V58324	BRAVO ROOFING INC	02/21/2025	28437	490515151	SC ROOF REPAIRS	\$1,680.00
<b>BRAVO ROOFING INC</b>					<b>Total Check Amount:</b>	<b>\$3,500.00</b>
V58325	BREA TOWING	02/21/2025	16399	110212121	IMPOUND INV 1129-1130	\$157.50
		02/21/2025	16399	110212132	IMPOUND INV 2/1-2/3	\$615.00
<b>BREA TOWING</b>					<b>Total Check Amount:</b>	<b>\$772.50</b>
V58326	CANON FINANCIAL SERVICES, INC.	02/21/2025	20648	110141441	CPRLEASE FS1-4 FEB25	\$101.28
		02/21/2025	20648	110141441	PRNTCHGS BRC/PW FEB25	\$52.81
		02/21/2025	20648	110141441	CPRLEASE PW/BRC FEB25	\$352.45
		02/21/2025	20648	110141441	PRNTCHGS FS1-4 FEB25	\$47.29
<b>CANON FINANCIAL SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$553.83</b>
V58327	CHANDLER ASSET MANAGEMENT, INC.	02/21/2025	4375	930141424	INV MGMT SVCS JAN25	\$6,339.03
		02/21/2025	4375	875141424	INV MGMT SVCS JAN25	\$45.87
		02/21/2025	4375	902009100	INV MGMT SVCS JAN25	\$220.44
<b>CHANDLER ASSET MANAGEMENT, INC.</b>					<b>Total Check Amount:</b>	<b>\$6,605.34</b>
V58328	JUSTINE GINA CHEVALIER	02/21/2025	32521	110212111	STHRN CA TCF COLLEGE	\$69.00
<b>JUSTINE GINA CHEVALIER</b>					<b>Total Check Amount:</b>	<b>\$69.00</b>
V58329	COMLOCK SECURITY-GROUP	02/21/2025	13625	110404541	INTERIOR LOCKS	\$936.89
		02/21/2025	13625	420515131	KEYS	\$238.47
		02/21/2025	13625	480515161	KEY TAGS	\$151.07
<b>COMLOCK SECURITY-GROUP</b>					<b>Total Check Amount:</b>	<b>\$1,326.43</b>
V58330	THE CONNECTION CORPORATION	02/21/2025	31669	110404523	COUNSELING SVCS JAN25	\$3,240.00
<b>THE CONNECTION CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$3,240.00</b>
V58331	CORELOGIC	02/21/2025	25542	280323215	REAL EST LSTING JAN25	\$185.00
<b>CORELOGIC</b>					<b>Total Check Amount:</b>	<b>\$185.00</b>
V58332	NATHAN A. DARNELL	02/21/2025	14017	110212111	STHRN CA TFC COLLEGE	\$69.00
<b>NATHAN A. DARNELL</b>					<b>Total Check Amount:</b>	<b>\$69.00</b>
V58333	DOOLEY ENTERPRISES INC	02/21/2025	5421	110212131	RANGE AMMUNITION	\$8,878.60
<b>DOOLEY ENTERPRISES INC</b>					<b>Total Check Amount:</b>	<b>\$8,878.60</b>
V58334	ENTENMANN ROVIN COMPANY	02/21/2025	3457	110212111	BADGE	\$154.61
		02/21/2025	3457	110212111	BADGE REPAIR/REFINISH	\$260.55
<b>ENTENMANN ROVIN COMPANY</b>					<b>Total Check Amount:</b>	<b>\$415.16</b>
V58335	EQUIPMENT DIRECT INC	02/21/2025	4522	430515123	SAFETY GEAR	\$171.16
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$171.16</b>
V58336	HAAKER EQUIPMENT CO.	02/21/2025	4297	480515161	VACTOR TRUCK REPAIR	\$5,806.09
		02/21/2025	4297	430515123	TOOL	\$552.02
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$6,358.11</b>
V58337	GABRIEL HANNAH	02/21/2025	17533	110404424	UMPIRE FEES 2/10/25	\$111.00
<b>GABRIEL HANNAH</b>					<b>Total Check Amount:</b>	<b>\$111.00</b>



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V58338	HORIZON MECHANICAL CONTRACTORS	02/21/2025	27728	490515151	BCC BOILER REPAIR	\$2,036.94
HORIZON MECHANICAL CONTRACTORS					Total Check Amount:	\$2,036.94
V58339	CARRIE GARDNER HOSOZAWA	02/21/2025	28452	110404311	REIMB: NOTARY EXPENSE	\$40.00
CARRIE GARDNER HOSOZAWA					Total Check Amount:	\$40.00
V58340	INLAND ROUNDBALL OFFICIALS INC.	02/21/2025	31906	110404424	REFEREE FEE 2/10-2/11	\$360.00
INLAND ROUNDBALL OFFICIALS INC.					Total Check Amount:	\$360.00
V58341	JAX AUTO	02/21/2025	20187	480515161	SMOG CHECK	\$49.95
JAX AUTO					Total Check Amount:	\$49.95
V58342	JMDIAZ, INC.	02/21/2025	27113	110000000	PLAN CHECK SVCS NOV24	(\$1,359.00)
		02/21/2025	27113	510707442	PLAN CHECK SVCS NOV24	\$607.50
		02/21/2025	27113	84051517P	PLAN CHECK SVCS NOV24	\$11,551.50
JMDIAZ, INC.					Total Check Amount:	\$10,800.00
V58343	DAVID KUSSMAN	02/21/2025	31446	110212111	STHRN CA TFC COLLEGE	\$69.00
DAVID KUSSMAN					Total Check Amount:	\$69.00
V58344	L.N. CURTIS & SONS	02/21/2025	1053	110222221	UNIFORMS	\$132.73
		02/21/2025	1053	110222221	UNIFORM	\$120.88
L.N. CURTIS & SONS					Total Check Amount:	\$253.61
V58345	FRANCESCO LA TORRE	02/21/2025	24398	110404521	MILEAGE JANUARY 2025	\$140.00
FRANCESCO LA TORRE					Total Check Amount:	\$140.00
V58346	LAKEMAN CHASSIS	02/21/2025	12885	490515151	PLUNGE REPAIR	\$40.00
LAKEMAN CHASSIS					Total Check Amount:	\$40.00
V58347	LEHR	02/21/2025	26035	480515161	PUSH BMPR REPR #1630	\$1,621.50
		02/21/2025	26035	480515161	POLICE BUILD #2320	\$6,300.00
		02/21/2025	26035	480515161	LIGHT BAR REPLACEMENT	\$3,346.50
		02/21/2025	26035	480515161	POLICE EQUIPMENT	\$6,120.19
LEHR					Total Check Amount:	\$17,388.19
V58348	LIBERTY PAINTING & RESTORATION, INC	02/21/2025	25899	465515149	RESTROOM PAINTING	\$6,995.00
LIBERTY PAINTING & RESTORATION, INC					Total Check Amount:	\$6,995.00
V58349	LINCOLN AQUATICS	02/21/2025	17902	490515151	FILTERS	\$547.65
LINCOLN AQUATICS					Total Check Amount:	\$547.65
V58350	LINEGEAR	02/21/2025	23894	110222221	TURNOUT BOOTS	\$678.83
LINEGEAR					Total Check Amount:	\$678.83
V58351	METRO CITIES FIRE AUTHORITY	02/21/2025	23145	110222211	24/25 METRONETLICENSE	\$3,288.00
METRO CITIES FIRE AUTHORITY					Total Check Amount:	\$3,288.00
V58352	ANTHONY NGUYEN	02/21/2025	25978	110212111	STHRN CA TFC COLLEGE	\$69.00
ANTHONY NGUYEN					Total Check Amount:	\$69.00
V58353	ORION SAFETY PRODUCTS	02/21/2025	7107	110212131	FLARES (PATROL)	\$1,133.55
ORION SAFETY PRODUCTS					Total Check Amount:	\$1,133.55



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V58354	PLUMBING WHOLESALE OUTLET, INC.	02/21/2025	18392	490515151	PLUMBING PARTS	\$896.24
<b>PLUMBING WHOLESALE OUTLET, INC.</b>					<b>Total Check Amount:</b>	<b>\$896.24</b>
V58355	QUARTECH CORRECTIONS LLC	02/21/2025	29933	950000000	ILJAOC OCJUVPET JAN25	\$19,500.00
		02/21/2025	29933	950000000	ILJAOC IP SUPP JAN25	\$10,000.00
		02/21/2025	29933	951000000	ILJAOC PCDEC JAN25	\$10,912.50
<b>QUARTECH CORRECTIONS LLC</b>					<b>Total Check Amount:</b>	<b>\$40,412.50</b>
V58356	ROLLINS, INC DBA ORKIN, LLC.	02/21/2025	30616	110515125	PEST CONTROL DEC 2024	\$339.15
		02/21/2025	30616	420515131	PEST CONTROL DEC 2024	\$179.55
		02/21/2025	30616	490515151	PEST CONTROL DEC 2024	\$1,236.90
		02/21/2025	30616	110515141	PEST CONTROL DEC 2024	\$239.40
<b>ROLLINS, INC DBA ORKIN, LLC.</b>					<b>Total Check Amount:</b>	<b>\$1,995.00</b>
V58357	RPW SERVICES, INC.	02/21/2025	3791	360515147	INSECTICIDE TREATMENT	\$180.00
<b>RPW SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$180.00</b>
V58358	SITEONE LANDSCAPE SUPPLY, LLC	02/21/2025	25942	360515145	TREE STAKES	\$85.20
		02/21/2025	25942	110515143	TREE STAKES	\$148.61
		02/21/2025	25942	360515145	CONSTRUCTION SUPPLIES	\$609.79
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>					<b>Total Check Amount:</b>	<b>\$843.60</b>
V58359	SOUND ADVICE LLC	02/21/2025	12876	110404542	AUDIO RENTAL	\$1,535.00
<b>SOUND ADVICE LLC</b>					<b>Total Check Amount:</b>	<b>\$1,535.00</b>
V58360	SOUTHERN CALIFORNIA NEWS GROUP	02/21/2025	32570	110323231	LEGAL NOTICE	\$368.69
		02/21/2025	32570	110404421	SPRING BOUTIQUE AD	\$575.00
		02/21/2025	32570	840141412	LEGAL NOTICE	\$377.58
<b>SOUTHERN CALIFORNIA NEWS GROUP</b>					<b>Total Check Amount:</b>	<b>\$1,321.27</b>
V58361	STATE INDUSTRIAL PRODUCTS	02/21/2025	8572	110222223	AUTO CLEANER	\$170.01
<b>STATE INDUSTRIAL PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$170.01</b>
V58362	STEAMX LLC	02/21/2025	24072	480515161	FILTER	\$35.54
<b>STEAMX LLC</b>					<b>Total Check Amount:</b>	<b>\$35.54</b>
V58363	STERICYCLE, INC.	02/21/2025	11925	110212122	DOC SHRED DEC24/JAN25	\$200.44
		02/21/2025	11925	110111161	DOC SHRED DEC24/JAN25	\$10.66
		02/21/2025	11925	470141483	DOC SHRED DEC24/JAN25	\$10.66
<b>STERICYCLE, INC.</b>					<b>Total Check Amount:</b>	<b>\$221.76</b>
V58364	THOMSON REUTERS - WEST	02/21/2025	22020	110111112	431851 LGL/RWG FEB25	\$482.72
<b>THOMSON REUTERS - WEST</b>					<b>Total Check Amount:</b>	<b>\$482.72</b>
V58365	TOWNSEND PUBLIC AFFAIRS, INC.	02/21/2025	18881	430111145	CONSULTING SVCS FEB25	\$1,625.00
		02/21/2025	18881	110111145	CONSULTING SVCS FEB25	\$1,625.00
		02/21/2025	18881	410111145	CONSULTING SVCS FEB25	\$1,625.00
		02/21/2025	18881	420111145	CONSULTING SVCS FEB25	\$1,625.00
<b>TOWNSEND PUBLIC AFFAIRS, INC.</b>					<b>Total Check Amount:</b>	<b>\$6,500.00</b>

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V58366	DANTE WILLIAM TRUJILLO	02/21/2025	32441	110212111	PEBT/PAS TRAINING	\$23.00
<b>DANTE WILLIAM TRUJILLO</b>					<b>Total Check Amount:</b>	<b>\$23.00</b>
V58367	TURBO DATA SYSTEMS, INC.	02/21/2025	1472	110212122	HH TPM LEASE JAN25	\$312.48
		02/21/2025	1472	110212122	CITATION PROCESSING	\$270.46
<b>TURBO DATA SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$582.94</b>
V58368	UKG KRONOS SYSTEMS LLC	02/21/2025	22688	475141471	TELESTAFF MIGRATION	\$1,015.91
<b>UKG KRONOS SYSTEMS LLC</b>					<b>Total Check Amount:</b>	<b>\$1,015.91</b>
V58369	URBAN HABITAT	02/21/2025	32833	510707978	AROV MOD PP#8 DEC24	\$305,509.76
<b>URBAN HABITAT</b>					<b>Total Check Amount:</b>	<b>\$305,509.76</b>
V58370	VINTAGE CREEK SENIOR APARTMENTS LP	02/21/2025	29395	270323218	SENIOR SUBSIDY MAR25	\$254.00
<b>VINTAGE CREEK SENIOR APARTMENTS LP</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
V58371	WALTERS WHOLESALE ELECTRIC	02/21/2025	1667	110515141	ZIP TIES	\$147.40
		02/21/2025	1667	490515151	ELECTRICAL PARTS	\$173.57
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$320.97</b>
V58372	WILLDAN FINANCIAL SERVICES	02/21/2025	23058	420141431	23/24 EVENT DISCL SVC	\$250.00
<b>WILLDAN FINANCIAL SERVICES</b>					<b>Total Check Amount:</b>	<b>\$250.00</b>
V58373	SARA L. WOODWARD	02/21/2025	26083	110212122	MILEAGE JANUARY 2025	\$109.06
<b>SARA L. WOODWARD</b>					<b>Total Check Amount:</b>	<b>\$109.06</b>
<b>Voucher Subtotal</b>						<b>\$464,281.64</b>
W25012	THE BANK OF NEW YORK MELLON	02/18/2025	16062	875	BREA PLAZA DEBT PMT	\$120,305.13
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$120,305.13</b>
W25013	THE BANK OF NEW YORK MELLON	02/18/2025	16062	890	OLINDA HEIGHTS DEBT PMT	\$30,656.59
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$30,656.59</b>
<b>Wire Subtotal</b>						<b>\$150,961.72</b>
<b>TOTAL</b>						<b>\$900,344.15</b>