



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

## City Council Agenda

**Tuesday, May 2, 2023**

6:00 p.m. - Closed Session

6:15 p.m. - Study Session

7:00 p.m. - General Session

**Marty Simonoff**, Mayor

**Christine Marick**, Mayor Pro Tem

**Cecilia Hupp**, Council Member

**Blair Stewart**, Council Member

**Steven Vargas**, Council Member

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

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

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

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

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

### **Special Accommodations**

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

### **Important Notice**

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

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

---

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

1. **Public Comment**

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

2. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6** Regarding the Brea Management Association (BMA), Brea City Employees' Association (BCEA), and Administrative and Professional Employees' Association (APEA).- Bill Gallardo, Negotiator and Laura Kalty and Oliver Yee LCW Attorneys.
3. **Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.**  
Property: 15 Ft. Wide Railroad Corridor Easement Between Palm Street and Berry Street/Mercury Lane  
City of Brea Negotiator: Public Works Director Michael Ho  
Negotiating Party: Union Pacific Railroad Company  
Under Negotiation: Price and Terms of Payment

**STUDY SESSION**  
**6:15 p.m. - Executive Conference Room**  
**Level Three**

---

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

4. **Public Comment**
5. **Clarify Regular Meeting Topics**

**DISCUSSION ITEM**

6. **Update on the Police Department's Proposed Integrated Crime Center Outreach**

**REPORT**

7. **Council Member Report/Requests**

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

---

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

8. **Pledge of Allegiance: Boy Scout Troop 707**
9. **Invocation: Pastor Fernando Villicaña, Firehouse Church**
10. **Presentation: Lifesaving Recognition**

11. **Presentation: Orange County 2021 Hate Crime Report Release**
12. **Report - Prior Study Session**
13. **Community Announcements**
14. **Matters from the Audience**
15. **Response to Public Inquiries - Mayor / City Manager**

**PUBLIC HEARING** - *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.*

16. **Environmental Impact Report No. 2020-01 and Approval of General Plan Amendment No. 2020-01, Zone Change No. 2020-01, Development Agreement No. 2020-01 Tentative Parcel Map No. 2022-113, Precise Development Plan No. 2020-02, and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (Brea Mall Mixed-Use Project)** - Staff recommends that the City Council take the following actions: Adopt Resolution No. 2023-024 certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2019080299, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR); Adopt Resolution Nos. 2023-025 through 2023-028 approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval: GPA No. 2020-01, to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed-Use I; TPM No. 2022-113, to adjust lot lines within the Project Site to accommodate the Project; PD No. 2020-02, to demolish the former Sears department store building, associated auto center, and the adjacent surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center, and an outdoor gathering space; CUP No. 2020-06, to establish a new comprehensive sign program for the Project; CUP No. 2022-16, to allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments; CUP No. 2022-17, to allow a shared parking plan for the Project; and CUP No. 2022-18, to allow a new resort-type fitness center; Introduce by title only and waive further reading of Ordinance Nos. 1236 and 1237 approving the following entitlements, based on findings and conclusions in the corresponding ordinances: ZC No. 2020-01, to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I); and DA No. 2020-01, for a contract between the Applicant and the City, defining the terms of development proposed by vesting the City's approval while specifying public benefits and improvements; and schedule adoption of aforementioned Ordinances at the next regular City Council meeting.

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

#### **CITY COUNCIL - CONSENT**

17. **April 18, 2023 City Council Regular Meeting Minutes** - Approve.
18. **Rejection of Bids for the Senior Center & Pioneer Hall Roofs, CIP Project No. 7975** - Reject all bids and direct the City Clerk to return all bid bonds.
19. **Acceptance of Country Hills Subdivision Pavement and Water Improvements, Project No. 7322** - Authorize increasing the Contract Contingency by 1.8%; Accept project as complete and authorize City Clerk to record Notice of Completion; Accept the Warranty Bond; and Authorize City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department.

20. **Update to (Azteca Systems, Inc) Cityworks Software License and Maintenance Agreement** - Approve updated Software License and Maintenance Agreement for Public Works Maintenance Management Program. The Annual Update and Support Fee for the annual period of 07/01/22 to 05/14/23 has been prorated at \$9,625.00. The normal Annual Update and Support Fee of \$11,000.00, for the period of 05/15/23 to 05/14/24, remains the same and no additional funding is needed, and costs have been allocated in following funds: water, sewer, street, parks, sanitation and buildings.
21. **April 14 and 21, 2023 City Disbursement Registers** - Approve.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

22. **City Manager**
23. **City Attorney**
24. **Council Requests**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

City of Brea

---

**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 05/02/2023

**SUBJECT:** Update on the Police Department's Proposed Integrated Crime Center Outreach

---

**RECOMMENDATION**

Receive and File.

**BACKGROUND/DISCUSSION**

Chief of Police Adam Hawley will provide City Council with a summary of the Police Department's community engagement efforts, an overview of community feedback, and updated pricing from Motorola Solutions for the Police Department's proposed Integrated Crime Center.

**FISCAL IMPACT/SUMMARY**

Updated financial estimates are included in the presentation.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Adam Hawley, Police Chief

---

City of Brea

---

**COUNCIL COMMUNICATION**

---

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 05/02/2023

**SUBJECT: ENVIRONMENTAL IMPACT REPORT NO. 2020-01 AND APPROVAL OF GENERAL PLAN AMENDMENT NO. 2020-01, ZONE CHANGE NO. 2020-01, DEVELOPMENT AGREEMENT NO. 2020-01 TENTATIVE PARCEL MAP NO. 2022-113, PRECISE DEVELOPMENT PLAN NO. 2020-02, AND CONDITIONAL USE PERMIT NOS. 2020-06, 2022-16, 2022-17, AND 2022-18 (BREA MALL MIXED-USE PROJECT)**

---

**RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Adopt a resolution (Attachment A) certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2019080299, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
2. Adopt resolutions (Attachments B through E) approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval (Attachment H):
  - a. GPA No. 2020-01, to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed-Use I;
  - b. TPM No. 2022-113, to adjust lot lines within the Project Site to accommodate the Project;
  - c. PD No. 2020-02, to demolish the former Sears department store building, associated auto center, and the adjacent surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center, and an outdoor gathering space;
  - d. CUP No. 2020-06, to establish a new comprehensive sign program for the Project; CUP No. 2022-16, to allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments; CUP No. 2022-17, to allow a shared parking plan for the Project; and CUP No. 2022-18, to allow a new resort-type fitness center.
3. Introduce by title only and waive further reading of ordinances (Attachments F and G) approving the following entitlements, based on findings and conclusions in the corresponding ordinances:
  - a. ZC No. 2020-01, to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I); and
  - b. DA No. 2020-01, for a contract between the Applicant and the City, defining the terms of development proposed by vesting the City's approval while specifying public benefits and improvements.

4. Schedule adoption of aforementioned Ordinances at the next regular City Council meeting.

### **BACKGROUND/DISCUSSION**

The Applicant, Simon Property Group, represented by Jocelyn Gubler, requests approval of the “Brea Mall Mixed-Use” project, which proposes to redevelop a 15.5-acre portion of land within the southwest portion 74-acre Brea Mall site. The proposed project consists of demolishing the existing 161,990 square-foot, now-closed Sears Department Store building, the associated auto center and approximately 7.5 acres of adjacent surface parking area, in order to allow a new mix-use development that includes new retail and restaurants buildings, a 380-unit for-rent residential apartment complex with a parking structure, a resort-type fitness center and outdoor gathering spaces. The proposed project requires the City Council approvals of various entitlements, which includes a General Plan Amendment, a Zone Change, a Development Agreement, a Precise Development Plan, a Tentative Parcel Map, four Conditional Use Permits, and certification of an Environmental Impact Report, including adoption of a Statement of Overriding Considerations.

Attachment 1 to this report is a comprehensive staff report that describes details of the proposed project, analysis of the proposed project, environmental assessment completed for the proposed project, and the Planning Commission recommendation.

### **COMMISSION/COMMITTEE RECOMMENDATION**

On December 13, 2022, the Planning Commission, on 5-0 vote, approved resolutions recommending City Council certification of the EIR and approval of all associated entitlements for the proposed project.

### **FISCAL IMPACT/SUMMARY**

There is no request for financial assistance or fee waivers associated with the Project. The Applicant would be responsible to pay for all applicable permit and development impact fees associated with construction of the Project. Therefore, the Project would not have a negative impact on the City’s General Fund.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Joanne Hwang, AICP, City Planner

Concurrence: Jason Killebrew, Community Development Director

---

### **Attachments**

1. Staff Report
  - A. EIR Certification Resolution
  - B. GPA Resolution
  - C. TPM Resolution
  - D. PD Resolution
  - E. CUP Resolution
  - F. ZC Ordinance

G. DA Ordinance  
H. Conditions of Approval  
I. Technical Background  
J. Vicinity Map  
K. Draft DA  
L. Final EIR and Appendices  
M. Final EIR Response to Comments  
N. MMRP  
O. 10/25/22 PC Staff Report Package and Minutes  
P. 12/13/22 PC Staff Report Package and Minutes  
Q. FOF/SOC  
R. Public Hearing Notice - Mailer  
S. Public Hearing Notice - Publication  
T. Pre-Adoption Notices  
U. Sears Parcel Legal Description  
V. Bike and Pedestrian Exhibit

---

# City of Brea

## City Council

### Staff Report

**Meeting Date: 5/2/2023**

TO: Honorable Mayor and Council Members

FROM: Jason Killebrew, Community Development Director

**SUBJECT: ENVIRONMENTAL IMPACT REPORT NO. 2020-01 AND APPROVAL OF GENERAL PLAN AMENDMENT NO. 2020-01, ZONE CHANGE NO. 2020-01, DEVELOPMENT AGREEMENT NO. 2020-01 TENTATIVE PARCEL MAP NO. 2022-113, PRECISE DEVELOPMENT PLAN NO. 2020-02, AND CONDITIONAL USE PERMIT NOS. 2020-06, 2022-16, 2022-17, AND 2022-18 (BREA MALL MIXED-USE PROJECT)**

#### **EXECUTIVE SUMMARY**

The Applicant, Simon Property Group, represented by Jocelyn Gubler, has submitted an entitlement application for the Brea Mall Mixed-Use Project. The Applicant proposes to redevelop 15.5-acre portion of land within the southwest portion 74-acre Brea Mall site by demolishing the now-closed 161,990 square-foot Sears Department Store building and 7.5-acre surface parking lot. The Brea Mall Mixed-Use development proposes construction of the following:

- Retail and restaurant buildings totaling approximately 119,415 square feet.
- A five story, 297,069 square-foot multi-family residential building including a maximum of 380 apartments above a three-level parking structure with 983 parking stalls that would be shared by residents and commercial businesses.
- A surface parking area with 55 spaces located immediately adjacent to the proposed retail buildings.
- Two-story, approximately 90,000 square foot resort-type fitness center.
- Two outdoor gathering spaces including a 21,780 square foot “central green” area and a 13,068 square foot plaza space.

The proposed project would result in a net increase of 47,425 square feet. At buildout of the proposed project, the Brea Mall would have a total of 1,338,858 square feet of commercial square footage.

#### **RECOMMENDATION**

Staff recommends that the City Council take the following actions:

1. Adopt a resolution (Attachment A) certifying a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), State Clearinghouse No. 2019080299, which analyzed the environmental impacts resulting from construction and operation of the Project, and which was prepared pursuant to CEQA Guidelines Section 15132 (Contents of Final EIR), and CEQA Guidelines Section 15090 (Certification of the Final EIR);
2. Adopt resolutions (Attachments B through E) approving the following entitlements, based on findings and conclusions in the corresponding resolutions, and subject to the recommended conditions of approval (Attachment H):

- a. GPA No. 2020-01, to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed-Use I;
  - b. TPM No. 2022-113, to adjust lot lines within the Project Site to accommodate the Project;
  - c. PD No. 2020-02, to demolish the former Sears department store building, associated auto center, and the adjacent surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center, and an outdoor gathering space;
  - d. CUP No. 2020-06, to establish a new comprehensive sign program for the Project; CUP No. 2022-16, to allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments; CUP No. 2022-17, to allow a shared parking plan for the Project; and CUP No. 2022-18, to allow a new resort-type fitness center.
3. Introduce by title only and waive further reading of ordinances (Attachments F and G) approving the following entitlements, based on findings and conclusions in the corresponding ordinances:
  - a. ZC No. 2020-01, to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I); and
  - b. DA No. 2020-01, for a contract between the Applicant and the City, defining the terms of development proposed by vesting the City's approval while specifying public benefits and improvements.
4. Schedule adoption of aforementioned Ordinances at the next regular City Council meeting.

Collectively, the aforementioned entitlements herein are referred to as the "Project" or "Brea Mall Mixed-Use Project".

## **BACKGROUND**

### **Project Location**

The Brea Mall is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project Site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project Vicinity Map with Surrounding Zoning is shown in Figure 1 below.

**Figure 1. Project Vicinity Map**



The Technical Background Summary and the Vicinity Map are provided as Attachments I and J, of this report.

### Project Timeline

On February 19, 2019, the Applicant filed an application for the Project which included the aforementioned entitlements. Based on initial review of the application material, the City determined that an EIR would be prepared to identify potentially significant effects the Project would have on the environment in accordance with CEQA.

On August 16, 2019, the City issued a Notice of Preparation (NOP), commencing a 30-day public comment period, informing the public of the anticipated preparation of the EIR for the Project and provided information on the scope of the Project.

On August 28, 2019, the City held a scoping meeting on the Project. A total of 25 people attended the scoping meeting and 19 comments letters were submitted to the City.

On January 16, 2020, the Draft EIR prepared for the Project was circulated for a 45-day public comment review period, with the review period ending on March 2, 2020 and nine comment letters were submitted to the City.

On January 25, 2022, the Planning Commission was presented with a Project Preview that provided an overview and update on the Project. Staff's presentation was informational item only to provide an update on the status of the project. There was no public hearing and no public comments were provided.

On June 7, 2022, the Art in Public Places Committee (APP Committee) reviewed the proposed candidate locations and art components for the Project site. The applicant requested general

feedback on concepts that were not necessarily consistent with the APP Committee's current art guidelines. No formal recommendation or action was taken.

On September 27, 2022, the Planning Commission held a Study Session and Staff provided a background summary of the Project site and summary of the review process that occurred to date. Staff's presentation was an informational item only; no public hearing was held and no public comments were provided.

On September 27, 2022, the City also released the Final EIR for public review, which analyzed potential environmental impacts of the Project. The Final EIR included updates to the Draft EIR responses to comments, and proposed mitigation measures which are memorialized in the Mitigation Monitoring and Reporting Program (MMRP). The Final EIR, Response to Comments, and the MMRP are Attachments L, M and N respectively. All environmental documents are posted on the City's website: <https://www.ci.brea.ca.us/166/Projects-in-Process>.

On October 25, 2022, the Planning Commission opened the public hearing for the Project. The public had an opportunity to provide verbal comments on both the Project and the Final EIR. Following the conclusion of staff's presentation, the Applicant's presentation, public testimony, and the Commission discussion, the Planning Commission continued the public hearing to their regularly scheduled meeting on December 13, 2022. The October 25, 2022 Planning Commission staff report and meeting minutes are contained in Attachment O.

On December 13, 2022, the Planning Commission re-opened the public hearing for the Project. Following the conclusion of staff's presentation, the Applicant's presentation, public testimony, and the Commission deliberation, the Planning Commission, on 5-0 vote, in doing so, the Planning Commission recommended a number of modifications to the draft Conditions of Approval, which are reflected in the draft Conditions of Approval (Attachment H). The Planning Commission also approved a resolution recommending City Council certification of the Final EIR and approval of all associated entitlements for the Project. The December 13, 2022 Planning Commission staff report and the meeting minutes are contained in Attachment P.

## **DISCUSSION**

The Applicant proposes to develop a 15.5-acre portion of the 74-acre Brea Mall property by demolishing the existing 161,990 square-foot, now-closed Sears Department Store building and the associated auto center and approximately 7.5 acres of adjacent surface parking area, in order to allow a new mix-use development that is comprised of retail, restaurants, a for-rent residential apartment complex with a parking structure, a resort-type fitness center and outdoor gathering spaces.

The Brea Mall Mixed-Use Perspective Drawing, Figure 2 below, shows the overall conceptual perspective of the Project. A summary of the Project components is provided below in Table 1.

**Figure 2. Brea Mall Mixed-Use Perspective Drawing**



**Table 1 Overview of Project Components**

Project Component	Description
Demolition of Sears Building and Associated Improvements	The existing, vacant Sears building and associated improvements would be demolished. The legal description of the Sears parcel is Attachment U.
Multi-family Residential	A five-story residential apartment complex with three levels of parking, totaling seven stories above ground.
Resort-Type Fitness Center	A two-story 90,000 square foot fitness center.
Retail stores and restaurants	Five Commercial buildings that will consist of one and two-story retail stores and restaurants and an upper level sporting goods store.
Central Green and Plaza	The Project would provide a 21,780 square-foot central green/common open space area and a 13,068 square-foot plaza for outdoor gatherings.
Affordable Housing	The Project is required to provide 10% of the 380 housing units as affordable; a total of 38 affordable units are proposed.
Comprehensive Sign Program	The new comprehensive sign program is for the residential and commercial signage for the Project. The remaining Brea Mall property will continue to be subject to the existing Brea Mall Sign Program.

Project Component	Description
Shared Parking	A 355,764 square-foot three level parking structure would be located below the proposed residential building. The parking structure would provide 883 spaces that would be shared by commercial and residential uses, inclusive of 55 Electrical Vehicle (EV) charging stations. In addition, 55 surface parking spaces would be provided adjacent to the new retail buildings.
Parcel Map or Other Applicable application	The parcel map is required for the re-configuration lot lines resulting in three existing parcels going to four parcels.
Transportation/Circulation	The street improvements and fiber optic communication upgrades to the signalized intersections would be completed in accordance with the Project's phasing. Vehicles would access the Brea Mall from the existing driveways.
Public Transit/Other Mobility Strategies	Brea Mall has an on-site transit hub with 5 OCTA routes. The project site would construct an internal bike lane and pedestrian paths along the Brea Mall ring road (Attachment V) and provide 16 short term bicycle storage and 32 long term bicycle storage lockers and two public bicycle repair stations for residents and visitors.
Commercial and Residential Deliveries	Delivery vehicles will be required to park in designated loading and unloading zones that would be located adjacent to the commercial buildings to avoid conflicts with residential use.
Project Construction and Phasing	Project construction would be phased over an approximately 40-month period. Construction is anticipated to commence in Summer 2023.
Infrastructure Improvements	The Project would connect to the existing water, sewer and storm drain systems and also make new infrastructure improvements where needed.
Development Agreement (DA)	The draft DA is provided as Attachment K. The DA outlines public benefits identified as appropriate to each stage of development of the Project.
Public Art	The Project is required to comply with the City's Art in Public Places Ordinance by installing art pieces in strategic locations approved by the City.

A detailed discussion of the proposed Project is provided in the October 25, 2023 Planning Commission Staff Report (Attachment O).

## **ANALYSIS**

A summary of the entitlements for the proposed Brea Mall Mixed Use Project is provided in Table 2, below.

**Table 2 Overview of Project Entitlements**

<b>Entitlement</b>	<b>Request</b>	<b>Complies with Brea City Code and General Plan</b>
General Plan Amendment No. 2020-01	Change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed-Use I	Yes
Zone Change No. 2020-01	Change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I)	Yes
Development Agreement No. 2020-01	Approve a contract between the Applicant and the City, defining the terms of development proposed by vesting the City's approval while specifying public benefits and improvements	Yes
Precise Development Plan 2020-02	Allow demolition of the former Sears building and the adjacent surface parking lot and allow a new mixed-use development	Yes
Tentative Parcel Map No. 2022-113 Subdivision:	Adjust lot lines and create new parcel within the Project are to accommodate the proposed Project	Yes
Conditional Use Permit 2020-06	Establish a new comprehensive sign program for the proposed Project.	Yes
Conditional Use Permit No. 2022-16	Allow on-site alcohol sales/consumption of beer, wine and distilled spirits within dining establishments	Yes
Conditional Use Permit No. 2022-17	Allow shared parking for residential and commercial uses within a three-story podium-style parking structure	Yes
Conditional Use Permit No. 2022-18	Allow a resort-type fitness center in the Mixed Use (MU-1) zone	Yes

A detailed analysis of the proposed Project consistency and compliance with the General Plan and Brea City Code is provided in the October 25, 2023 Planning Commission Staff Report (Attachment O) and the associated resolutions and ordinances (Attachments B through G).

## **ENVIRONMENTAL ASSESSMENT**

### **Project Final Environmental Impact Report (FEIR) Certification**

A FEIR has been prepared pursuant to Section 15132 of the CEQA Guidelines, which contains response to agency and public comments made on the Draft EIR and a summary of revisions to

the Draft EIR resulting from comments. CEQA Guidelines Section 15090 requires that, prior to approving a Project for which an EIR has been prepared, the lead agency shall certify that:

1. The Final EIR has been completed in compliance with CEQA;
2. The Final EIR was presented to the decision-making body of the lead agency and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and
3. The Final EIR reflects the lead agency's independent judgment and analysis.

Along with the Final EIR, a Findings of Fact (FOF) providing conclusions and findings required by the CEQA Guidelines, along with a Statement of Overriding Considerations (SOC) for the significant and unavoidable impacts. Adoption of SOC is required because the Project's impacts to Transportation cannot be mitigated to less than significant level. The Traffic Impact Analysis that was prepared for the Project concluded that modifications would be required for State College Boulevard at Imperial Highway and the SR-57 southbound ramps at Imperial Highway. The City of Brea and Caltrans would construct the transportation improvements and a fair share contribution would be required for development of the Project. The fair-share contribution is required as per Condition of Approval No. 25 (Attachment H) and per the Development Agreement (Attachment K).

CEQA allows a decision-making agency to balance, as applicable, the benefits of a project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" per Section 15093 of the CEQA Guidelines. As such, a SOC has been prepared for the Project, which describes the benefits of the proposed Project that outweigh the Project's unavoidable adverse effects and provides specific reasons for considering the Project "acceptable." The FOF and SOC are contained in Attachment Q of this report.

### **PLANNING COMMISSION RECOMMENDATION**

On December 13, 2022, the Planning Commission, on a 5-0 vote, approved a resolution recommending City Council certification of the EIR and approval of all associated entitlements for the project.

### **PUBLIC NOTICE**

A public hearing notice in accordance with the City's public noticing requirements, were mailed to property owners within 500-feet of the Project site (Attachment R) and was advertised in the Brea Star Progress on April 20, 2023 (Attachment S). In addition, the public hearing notice was emailed to interested parties. The pre-adoption notices for the ordinances associated with the requested Zone Change and the Development Agreement are found in Attachment T of this report.

### **FISCAL IMPACT/SUMMARY**

There is no request for financial assistance or fee waivers associated with the Project. The Applicant would be responsible to pay for all applicable permit and development impact fees associated with construction of the Project. Therefore, the Project would not have a negative impact on the City's General Fund.

### **CONCLUSION**

The Project is consistent with the goals and policies of the General Plan and provisions of the BCC. In addition, the Project would promote the City's proposed 6th Cycle (2022-2029) Housing Element by producing 380 new residential dwelling units, including 38 affordable housing units.

Although the environmental analysis that was prepared as part of the EIR concluded that there is unavoidable significant impact related to Transportation, the benefits of the Project, as described in the Findings of Fact and Statement of Overriding Consideration, outweighs such impacts. As such, staff recommends the City Council approve the Project.

**ALTERNATE CITY COUNCIL ACTIONS**

- Approve with alternate conditions
- Deny
- Deny without prejudice
- Continue

**RESPECTFULLY SUBMITTED:**

Jason Killebrew, Community Development Director

Prepared by:

Joanne Hwang, AICP, City Planner

Assisted by:

Kim Zuppiger, Contract Planner

**ATTACHMENTS**

- A. Draft Resolution Approving Certifying the Project EIR Pursuant to CEQA
- B. Draft Resolution Approving GPA No. 2020-01
- C. Draft Resolution Approving TPM No. 2022-13
- D. Draft Resolution Approving PD No. 2020-02
- E. Draft Resolution Approving CUP Nos. 2020-06, 2022-16, 2022-17, 2022-18
- F. Draft Ordinance Approving ZC No. 2020-01
- G. Draft Ordinance Approving DA No. 2020-01
- H. Draft Conditions of Approval
- I. Technical Background
- J. Vicinity Map
- K. Draft Development Agreement
- L. Final EIR and Appendices
- M. Final EIR Responses to Comments
- N. Mitigation Monitoring and Reporting Program
- O. October 25, 2022 Planning Commission Staff Report Package and Minutes
- P. December 13, 2022 Planning Commission Staff Report Package and Minutes
- Q. Findings of Fact and Statement of Overriding Consideration
- R. Public Hearing Notice – Mailer
- S. Public Hearing Notice – Publication
- T. Pre-Adoption Notices
- U. Sear Parcel Legal Description
- V. Bike and Pedestrian Exhibit

**RESOLUTION NO. 2023-024****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE  
BREA MALL MIXED-USE PROJECT AND ADOPTING CEQA FINDINGS  
OF FACT, STATEMENT OF OVERRIDING CONSIDERATION, AND  
MITIGATION MONITORING AND REPORTING PROGRAM REGARDING  
THE SAME****A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the

**RESO NO. 2023-024**  
May 2, 2023

west, and Birch Street to the north. The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project site currently has a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay. The Project proposes to amend the General Plan Land Use and Zoning designations of the Project site and the entire Brea Mall property to Mixed-Use I.

(iii) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). The City circulated the Notice of Preparation of the Project EIR for a 30-day public review and comment period commencing on August 16, 2019; held a public scoping meeting to receive comments on the appropriate scope of the EIR on August 26, 2019; and circulated the Draft EIR for a 45-day public review and comment period from January 16, 2020 to March 2, 2020.

(iv) The Final EIR for the Project (State Clearinghouse # 2019080299) consists of: the Draft EIR; public comments on the Draft EIR; the City’s responses to those comments; and revisions to the Draft EIR merely clarified, amplified, or made insignificant modifications to the document and did not change it in any way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect or a feasible way to mitigate or avoid such an effect.

(v) Pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section

21081 of the Public Resources Code, the City has prepared CEQA Findings of Fact regarding the Final Environmental Impact Report (CEQA Findings) and a Statement of Overriding Considerations (SOC) for the unavoidable significant impact of the Project, which are attached as Exhibit A to this Resolution.

(vi) Pursuant to Section 21081.6 of the Public Resources Code, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) for the Project, which is attached as Exhibit B to this Resolution.

(vii) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the EIR and approve the Project.

(viii) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(ix) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(x) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** This Resolution is based on facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council.

**SECTION 3.** The City Council hereby approves and adopts as its own, the CEQA Findings of Fact and the Statement of Overriding Considerations set forth in Exhibit A, which is hereby incorporated as though set forth in full.

**SECTION 4.** The City Council hereby approves and adopts the MMRP found in Exhibit B, which is hereby incorporated as though set forth in full. All mitigation measures described in the MMRP shall be binding upon the Project and the persons assigned therein to implement such measures.

**SECTION 5.** The City Council hereby certifies as follows:

- a. The Final EIR for the Project has been completed in compliance with CEQA.
- b. The Final EIR for the Project was presented to the City Council and the City Council reviewed and considered the information contained therein prior to deciding whether to approve the Project.

c. The Final EIR for the Project reflects the independent judgment and analysis of the City Council.

**SECTION 6.** City staff is hereby directed to file a Notice of Determination regarding the Final EIR with the County of Orange within 5 working days of final Project approval.

**SECTION 7. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.

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

ATTEST:

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

**RESO NO. 2023-024**  
May 2, 2023

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

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

**RESO NO. 2023-024**  
May 2, 2023

**RESOLUTION NO. 2023-025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING GENERAL PLAN AMENDMENT NO. 2020-01 FOR THE  
BREA MALL MIXED-USE PROJECT**

**A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph

**RESO NO. 2023-025**  
May 2, 2023

Avenue to the west, and Birch Street to the north. The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project site and the entire Brea Mall property currently have a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay.

(iii) GPA No. 2020-01 would amend the General Plan Designation of the Project site and the entire Brea Mall property from Regional Commercial to Mixed-Use I.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. Approval of GPA No. 2020-01 would be consistent with goals, policies, and provisions of the General Plan, including as follows:

i. General Plan Goal CD-1 is to “Provide a balance of land uses to meet the present and future needs of all residents.” The Project would adhere to Goal CD-1 by providing 380 residential dwelling units that would serve the City’s existing residents and workforce, and those seeking to relocate to Brea. The Project would also create additional employment and increase economic opportunities in the City by expanding available commercial base.

ii. General Plan Policy CD-1.2 is to “Maintain a land use structure that balances the provision of jobs and housing with available infrastructure and public and human services.” The Project would adhere to General Plan Policy CD-1.2 by redeveloping an existing commercial site with for rent apartments along with retail and service-oriented businesses. In addition, the new residential and commercial development will connect to or upgrade the existing infrastructure.

iii. General Plan Policy CD-1.4 is to “Ensure that the City maintains a balance among residential, commercial, and industrial land uses”. The Project would adhere to General Plan Policy CD-1.4 by providing a mix of residential and commercial in compliance with the Mixed-Use land use designation.

iv. General Plan Policy CD-1.5 is to “Provide opportunities for development of housing that responds to diverse community needs in terms of density, size, location, design, and cost.” The Project would adhere to General Plan Policy CD- 1.5 by providing multi-family units in different spectrums of affordability.

v. General Plan Policy CD-1.6 is to “Accommodate a broad range of business uses that provide employment at all income levels and that make a positive contribution to the City’s tax base.” The Project would adhere to General Plan Policy CD- 1.6 by providing a variety of new businesses uses and employment opportunities.

vi. General Plan Policy CD-1.11 is to “Maintain a mixture of business and retail uses within the community.” The Project would adhere to General Plan Policy CD-1.11 by providing a variety of restaurant and retail uses

and health and wellness uses that will be available to the residents at the new residential complex and the surrounding neighborhoods.

vii. General Plan Housing Element Goal 2.0 is to “Assist in the provision of adequate housing to meet the needs of the community. Establish a balanced approach to meeting the housing needs that includes the needs of both renter and owner households.” The Project would adhere to the General Plan Housing Element Goal 2.0 as the Project site is identified as a potential site for new residential development in the Housing Element. The Project would provide an additional 380 multifamily dwelling units to the city’s housing stock. The Project would provide housing to meet the needs of the community, and establish a balanced approach to meeting housing needs.

viii. General Plan Housing Element Goal 3.0 is to “Provide adequate housing sites through appropriate land use, zoning, and specific plan designations to accommodate Brea’s share of regional housing growth needs.” The Project would adhere to the General Plan Housing Element Goal 3.0 by facilitating housing growth and assisting in achieving the City’s RHNA allocation. The Project seeks to provide diverse quality housing types, affordability levels, and living experiences that accommodate Brea's residents and workforce of all income levels and age groups. The project would provide affordable units in compliance with the City’s Affordable Housing Ordinance requirements.

b. The proposed General Plan amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Project

site is physically suitable accommodate the Project's density and the land uses, which are compatible with adjoining land uses. The Project has been evaluated and conditioned so as to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle- pedestrian conflicts. The Final EIR also evaluated environmental factors including, but not limited to, air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, traffic, and utilities and service systems. Although the Final EIR found that there are significant and unavoidable impacts to the environment related to transportation, the City has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, by adopting a separate resolution, because the benefits of the Project outweigh the unavoidable adverse effects.

c. Approval of GPA No. 2020-01 would be in the public interest. The land uses and density proposed by the Project are compatible with adjoining land uses. In addition, the Project provides a number of benefits to the City and its citizens as it provides affordable housing and monetary contributions for public safety and public works improvements.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves GPA No. 2020-01 to change the land use designation of the subject Property and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I). The City of Brea General Plan Land Use Map is hereby amended to incorporate the approval of GPA 2020-01, as shown in Exhibits A and B.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.

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

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

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

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

**RESO NO. 2023-025**  
May 2, 2023

## EXHIBIT A

### EXISTING GENERAL PLAN LAND USE FOR BREA MALL AND THE BREA MALL MIXED-USE PROJECT SITE



## EXHIBIT B

### PROPOSED GENERAL PLAN LAND USE FOR BREA MALL AND THE BREA MALL MIXED-USE PROJECT SITE



**RESOLUTION NO. 2023-026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING TENTATIVE PARCEL MAP NO. 2022-113 FOR A 15.5 ACRE  
AREA TO RECONFIGURE THREE PARCELS INTO FOUR PARCELS FOR  
THE BREA MALL MIXED-USE PROJECT**

**A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project site encompasses an approximately 15.5-

**RESO NO. 2023-026**  
May 2, 2023

acre area located at the southwest portion of the Brea Mall property. The Project site and the entire Brea Mall property currently have a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay. The Project proposes to amend the General Plan Land Use and Zoning designations of the Project site and the entire Brea Mall property to Mixed-Use I.

(iii) Tentative Parcel Map No. 2022-113 proposes to reconfigure the 15.5-acre Project site from three parcels into four parcels for The Brea Mall Mixed-Use Project.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. (“CEQA”). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the

**RESO NO. 2023-026**  
May 2, 2023

proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. Finding: That the proposed map is consistent with the applicable General Plan and Specific plans;

Fact: TPM No. 2022-113 is consistent with the Brea General Plan because it would to allow the type of vibrant, mixed-use development envisioned for the former Sears site. Specifically, TPM 2022-113 is consistent with Goal CD-1 and Policies CD-1.1 and CD- 1.4 in that it would allow development that integrates multi-family housing, retail and fitness. Further, the General Plan Housing Element encourages the development of multi-family housing and envisioned a multi-family, mixed-use development on the site. The proposed map is not subject to any specific plans.

b. Finding: That the site is physically suitable for the type of development;

Fact: The site of TPM No. 2022-113 is physically suitable for the type of development. TPM No. 2022-113 would reconfigure three parcels into four parcels to facility the Mixed-Use Project. The existing 15.5-acre site is physically suitable to accommodate the Mixed-Use development and the proposed parcels meet all applicable development standards, including setbacks, and minimum lot size. As such, the Project site adequately accommodates the proposed subdivision

c. Finding: That the site is physically suitable for the proposed density of development;

Fact: The site of TPM No. 2022-113 is physically suitable for the proposed density of development. TPM No. 2022-113 would adjust the lot line boundaries to match the proposed Project's development configuration. It would not result in a change to the density permitted on the site, as the Mixed-Use I designation allows for a residential density of 12.1 to 50 dwelling units per acre.

d. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat;

Fact: The design of TPM No. 2022-113 is not likely to cause substantial environmental damage or substantially unavoidably injure fish or wildlife, or their habitat. The existing parcels have been previously disturbed,

**RESO NO. 2023-026**  
May 2, 2023

developed, urban property surrounded by other urban uses. The site is not suitable habitat for wildlife and the proposed Project would, therefore, not cause substantial environmental damage or injure wildlife.

e. Finding: That the design of the subdivision or type of improvements is likely to cause serious public health problems;

Fact: The design of TPM No. 2022-113 is not likely to cause serious public health problems. TPM No. 2022-113 would reconfigure the lot lines of three parcels into four parcels to match the proposed development for the site. It would not substantially change the type of development permitted on the site. Further, the site is already developed and would not require substantial infrastructure improvements to allow for new development.

f. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

Fact: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves TPM No. 2022-113 for to reconfigure three parcels into four parcels for the Brea Mall Mixed-Use Site, subject to the Conditions of Approval attached to a separate resolution approving PD No. 2022-02 for the Brea Mall Mixed-Use Project, and the requirements of the MMRP, as included in a separate resolution certifying the EIR for the Project.

**RESO NO. 2023-026**  
May 2, 2023

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.

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

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ASTAINED: COUNCIL MEMBERS:

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

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

**RESO NO. 2023-026**  
May 2, 2023

**RESOLUTION NO. 2023-027****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA APPROVING PRECISE DEVELOPMENT PLAN NO. 2020-02 TO DEMOLISH THE FORMER SEARS DEPARTMENT STORE BUILDING, AUTO CENTER, AND ADJACENT SURFACE PARKING LOT AND DEVELOP THE BREA MALL MIXED-USE PROJECT.****A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the

**RESO NO. 2023-027**  
May 2, 2023

east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project Site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project site and the entire Brea Mall property currently have a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay. The Project proposes to amend the General Plan Land Use and Zoning designations of the Project site and the entire Brea Mall property to Mixed-Use I.

(iii) Precise Development Plan No. 2020-02 would allow demolition of the former Sears department store building, auto center, and adjacent surface parking lot and construction of the new Brea Mall Mixed-Use development that is comprised of retail, new restaurants, a for-rent residential apartment complex with a parking structure, a resort-type fitness center, and outdoor gathering spaces.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR,

**RESO NO. 2023-027**  
May 2, 2023

during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

Finding: The proposed Project is in compliance with applicable provisions of the Brea City Code and all requirements of law.

**RESO NO. 2023-027**  
May 2, 2023

Fact: The demolition of an existing commercial building and the adjacent surface parking existing and development of the proposed Project that consists of the new Brea Mall Mixed-Use development is in compliance with all development standards pursuant BCC Section 20.258.020 and 20.258.030 for development in the MU-I zone.

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves PD No. 2020-02, subject to the Conditions of Approval attached as Exhibit A to this resolution, and the requirements of the MMRP, as included in a separate resolution certifying the EIR for the Project.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.

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

ATTEST:

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

**RESO NO. 2023-027**  
May 2, 2023

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

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

**RESOLUTION NO. 2023-028**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING CONDITIONAL USE PERMIT NOS. 2020-06, 2022-16,  
2022-17, AND 2022-18 FOR THE BREA MALL MIXED-USE PROJECT.**

**A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project

**RESO NO. 2023-028**  
May 2, 2023

site and the entire Brea Mall property currently have a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay. The Project proposes to amend the General Plan Land Use and Zoning designations of the Project site and the entire Brea Mall property to Mixed-Use I.

(iii) CUP No. 2020-06 would establish a new comprehensive sign program, CUP No. 2022-16 would allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments, CUP No. 2022-17 would allow a shared parking plan, and CUP No. 2022-18 would allow on a resort-type fitness center.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and

**RESO NO. 2023-028**  
May 2, 2023

testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Resolution is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. RESOLUTION.**

NOW THEREFORE, the City Council of the City of Brea does hereby find, determine, and resolve as follows:

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds in consideration of CUP No. 2020-06 as follows:

a. Finding: That the use applied for at the location set forth in the application is one for which a Conditional Use Permit (CUP) is authorized by this title.

Fact: Pursuant to Brea Municipal Code (BCC) Section 20.28.340(C.4), Comprehensive sign programs for mixed-use developments on

**RESO NO. 2023-028**  
May 2, 2023

the Subject Property are subject to approval of a CUP. Therefore, the new comprehensive sign program for the Project site is one for which a CUP is authorized.

b. Finding: The proposed Project, with conditions as imposed, is desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or uses permitted in the zone.

Fact: The proposed comprehensive sign program for the Project is consistent with the objectives of the General Plan as it provides for standards for the new signs and is compatible with the architectural style and design of the building.

c. Finding: The site is adequate in size and shape to accommodate the proposed development and to accommodate the proposed use.

Fact: The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the 73.8-acre Brea Mall shopping center. The proposed sign program consists of business identification signs, a monument signs, and way finding signs for a commercial and residential uses that is located within the Project site. Therefore, the site is adequate in size and shape to accommodate the Project.

d. Finding: The proposed site relates to streets and highways which are properly designed and improved to carry the type of quantity of traffic generated.

Fact: The comprehensive sign program for the Project involves business identification signs, a monument sign and way finding signs; all of which are intended to assist motorist locate the business and maneuver in and out of the Project site and therefore will not generate additional traffic to the Project site.

e. Finding: That with the conditions stated in the permit, the use will not adversely affect the public, health, safety, or general welfare.

Fact: Prior to installation of any sign, a building permit must be obtained. During building plan check, the Project will be required to meet all Building codes and standards, thereby assuring the public health, safety, and welfare.

**SECTION 3.** the City Council further finds in consideration of CUP No. 2022-16 as follows:

a. Finding: That the use applied for at the location set forth in the application is one for which a Conditional Use Permit (CUP) is authorized by this title.

Fact: Pursuant to the Brea City Code (BCC) Section 20.236.020, in the Mixed-Use 1 (MU-1) zone, on site-sale of alcohol sales (Type

**RESO NO. 2023-028**  
May 2, 2023

47) including beer, wine and distilled spirits are subject to a Conditional Use Permit. Therefore, the uses applied for at the site is one for which a CUP is authorized.

b. Finding: The proposed project, with conditions as imposed, is desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or uses permitted in the zone.

Fact: The proposed alcohol sales will not be detrimental to the existing uses and uses permitted in the zone, as it will occur within the commercial areas within the Project that would have a wide variety of businesses. The Project operations are consistent with the Mixed-Use I designation to the General Plan. Additionally, the General Plan states new development requests shall provide a balance and mixture of uses, not only complementing the existing community but accommodating future needs and desires of the community. The sale of alcohol is permitted in other portions of the City and is consistent. Furthermore, the use of the site is supported by General Plan Policy CD-1.11 in that it maintains a mixture of business and retail uses within the community. Also, the proposed alcohol sales will take place within dining establishments only. As conditioned, the proposed alcohol sale is not anticipated to result in significant impacts to City services nor be detrimental to adjoining uses in the Mixed-Use I zone.

c. Finding: The site is adequate in size and shape to accommodate the proposed development and to accommodate the proposed use.

Fact: The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the 73.8-acre Brea Mall shopping center. The proposed alcohol sales will occur within dining establishments that will be located within the footprint of the new commercial component of the Project. Therefore, size and shape of the Project site is adequate for the proposed alcohol sales.

d. Finding: The proposed site relates to streets and highways which are properly designed and improved to carry the type of quantity of traffic generated.

Fact: The proposed alcohol sales within dining establishments is an ancillary use to a dining establishment and will not generate additional traffic to the Project site.

e. Finding: That with the conditions stated in the permit, the use will not adversely affect the public, health, safety, or general welfare.

Fact: The new Mixed-Use Project complies with all applicable development standards of Mixed Use I (MU-I) zoning district. All alcohol sales will be held within the existing buildings or outdoor dining areas if

desired. The proposed Project is required to meet all Building and Fire codes and standards, thereby assuring the public health, safety and welfare.

**SECTION 4.** The City Council further finds in consideration of CUP No. 2022-17 as follows:

a. Finding: That the use applied for at the location set forth in the application is one for which a Conditional Use Permit (CUP) is authorized by this title.

Fact: Pursuant to the BCC Section 20.08.040, an exception to or modification of the off-street parking requirements may be granted to avoid circumstances where they might be excessive due to the use involved or other relevant circumstances through a CUP process. Therefore, the shared parking proposed at the site is one for which a CUP is authorized.

b. Finding: The Project, with conditions as imposed, is desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or uses permitted in the zone.

Fact: The Project proposes shared parking for residential and commercial uses within a new three-story podium-style parking structure, a new surface parking area and the existing parking structure adjacent to Nordstrom. Section 20.08.040.F of BCC allows modification of the off-street parking requirements if a parking demand study demonstrates that the requested modification will not result in insufficient parking for the proposed use subject to Planning Commission approval of a CUP. The shared parking analysis prepared

**RESO NO. 2023-028**  
May 2, 2023

for the Project concluded that the vehicle trips anticipated to be generated by the Project would not cause adverse impacts and that the proposed number of parking spaces are sufficient to accommodate the anticipated demand of the Project. As such, the Project would not negatively impact surrounding uses. Furthermore, the use of the site is supported by General Plan Policy CD-1.11 in that it maintains a mixture of business and retail uses within the community.

c. Finding: The site is adequate in size and shape to accommodate the proposal.

Fact: The Project includes development of a 355,764 square-foot parking structure with three levels (two above-grade levels and one subterranean level), which would be located below the proposed residential units. A total of 940 spaces would be provided for the Project, of which 885 spaces are located within the proposed parking structure and 55 spaces would be provided as surface parking near the retail buildings. Approximately 593 spaces located within the parking structure would be gated and be exclusively available for the residential unit occupants. The remaining 292 spaces within the parking structure and the 55 surface parking spaces would be shared by the residential leasing office, retail, restaurant and fitness center users. A shared parking analysis evaluated the anticipated parking demand for the proposed Brea Mall Mixed-Use Project and concluded that as proposed, there would be sufficient parking spaces for the Brea Mall, inclusive of the Project. Therefore, the site is adequate in shape and size to accommodate the proposed Project.

d. Finding: The site relates to streets and highways which are properly designed to carry the type and quantity of traffic generated by the proposed development.

Fact: Primary vehicular access to the site will continue to be provided from South State College Boulevard, East Birch Street and South Randolph Avenue with additional access points on Brea Mall street. The Project is not anticipated to result in any traffic impacts. The street system has been designed to carry the quantity of traffic to the designated surface parking areas and parking structures.

e. Finding: That with the conditions stated in the permit, the uses will not adversely affect the public, health, safety, or general welfare.

Fact: The Project has been evaluated and conditioned to ensure proper traffic circulation to minimize vehicle- pedestrian conflicts. The shared parking analysis provided by Gibson Transportation Consulting, Inc., concluded that once project plans are implemented adequate parking would be provided on site. As such, with conditions, the proposed shared parking plan for the Project will not be harmful to the public health, safety, and welfare of the City.

**SECTION 5.** The City Council further finds in consideration of CUP No. 2022-18 as follows:

a. Finding: That the use applied for at the location set forth in the application is one for which a CUP is authorized by this title.

Fact: The Project site is located within the M-I (Mixed Use I) Zone and has a General Plan land use designation of Mixed-Use I. Pursuant to

**RESO NO. 2023-028**  
May 2, 2023

Brea City Code (BCC) Section 20.252.020, a health and fitness center is a permitted use subject to the review and approval of a CUP. Therefore, the uses applied for at the site is one for which a CUP is authorized.

b. Finding: The proposed project, with conditions as imposed, is desirable for the development of the community, in harmony with the various elements or objectives of the General Plan, and not detrimental to existing uses or uses permitted in the zone.

Fact: The Project is offers a variety of commercial retail and service establishments. The use of the site as a resort-style health and fitness center is supported by General Plan Policy CD-1.11 in that it maintains a mixture of business and retail uses within the community. The inclusion of a new service use to accommodate the needs of the community is consistent with other uses within the Brea Mall property and with the goals and objectives found in the General Plan. The Project as designed and conditioned is not expected to be detrimental to the existing uses or uses permitted in the zone or vicinity.

c. Finding: The site is adequate in size and shape to accommodate the proposed development and to accommodate the proposed use.

Fact: The new resort-style health and fitness center will be located within the 15.5-acre Mixed-Use Project site. A parking study prepared for the Project determined that during peak parking demand period, there is a parking surplus of six parking spaces. The proposed parking lot will be able to

accommodate the proposed operation of the resort style fitness use and existing uses. Therefore, the site is adequate in shape and size for the facility's operation.

d. Finding: The proposed site relates to streets and highways which are properly designed and improved to carry the type of quantity of traffic generated.

Fact: The Project site relates to streets and highways that are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the Project. The Project site will continue to be served by the existing Brea Mall driveways. The Project has been evaluated and conditioned to ensure proper circulation and sight distances and prevent traffic related impacts associated to vehicle queuing for near- and long-term conditions.

e. Finding: That with the conditions stated in the permit, the use will not adversely affect the public, health, safety, or general welfare.

Fact: The health and fitness center is a component of the Project and it is designed to comply with all applicable development standards and will operate similarly to other existing commercial land uses in the Brea Mall. With conditions, the proposed health and fitness center operation will not be harmful to the public health, safety, and welfare of the City.

**SECTION 6.** Based on the findings set forth above, the City Council hereby approves CUP No. 2020-06, CUP No. 2022-16, CUP No. 2022-17 and CUP No. 2022-18, subject to the Conditions of Approval attached to a separate resolution approving PD No. 2022-02 for the Brea Mall Mixed-Use Project, and the requirements of the MMRP, as included in a separate resolution certifying the EIR for the Project.

**RESO NO. 2023-028**  
May 2, 2023

**SECTION 7. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.

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

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea, held on the 2<sup>nd</sup> day of May, 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

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

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

**RESO NO. 2023-028**  
May 2, 2023

**ORDINANCE NO. 1237**

**AN ORDINANCE OF THE CITY OF BREA APPROVING ZONE CHANGE  
NO. 2020-01 FOR THE BREA MALL MIXED-USE PROJECT**

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

**A. RECITALS.**

(i) Simon Property Group has applied for approval of the Brea Mall Mixed-Use Project, which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project site and

DATE  
**ORD. 1237**

the entire Brea Mall property currently has a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay.

(iii) In conjunction with the GPA No. 2020-01, ZC No. 2022-01 would amend the Zoning Designation of the Project site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I).

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted Findings of Fact, a Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which are attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Ordinance.

(vii) The documents and other material that constitute the record of the

DATE  
**ORD. 1237**

proceedings concerning the Project upon which this Ordinance is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. ORDINANCE.**

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council finds as follows:

a. The proposed Zone Change of the Project site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I) is in conformity with the General Plan, as amended by GPA No. 2020-01, which amends the City's General Plan to change the land use designation of the subject Property from Regional Commercial to Mixed-Use I. Approval of ZC No. 2020-01 will therefore align the City's Zoning Map with the General Plan. The Project would also be consistent with other goals, policies, and provisions of the General Plan as set forth in the resolution approving GPA No. 2020-01.

b. The proposed Zone Change is in the interest of public necessity, convenience, general welfare, and good zoning practice based in part of the following:

i. The Project site is suitable for proposed mixed-use development. The Mixed-Use I (MU-1) zoning allows development of the proposed Mixed-Use Project, which entails development of various retail, new restaurants, a for-rent residential apartment complex with a parking structure, a resort-type fitness center, and outdoor gathering spaces. These land uses align with the existing General Plan Land Use and Zoning designations of the Project site, which is intended for a variety of compatible land uses.

ii. The proposed Zone Change is not detrimental to the use of land in any adjacent zone. The proposed Brea Mall Mixed-Use Project entails various retail, restaurants, a for-rent residential apartment complex with a parking structure, a resort-type fitness center, and outdoor gathering spaces which are compatible with the surrounding land uses that are predominantly commercial land uses. The Project has been evaluated and conditioned so as to upgrade necessary utilities and ensure proper traffic circulation to minimize vehicle-pedestrian conflicts. The Final EIR also evaluated environmental factors including, but not limited to, air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, traffic, and utilities and service systems. Although the Final EIR found that there are significant and unavoidable impacts to the environment related to transportation, the City has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, by adopting a separate resolution, because the benefits of the Project outweigh the unavoidable adverse effects.

DATE  
ORD. 1237

**SECTION 3.** Based on the findings set forth above, the City Council hereby approves ZC No. 2020-01 to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I). The City of Brea Zoning Map is hereby amended to incorporate the approval of ZC No. 2020-01, as shown in Exhibit A and B.

**SECTION 4. Certification.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2023.

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

ATTEST:

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

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the \_\_\_\_ day of \_\_\_\_, 2023, by the following vote:

DATE  
**ORD. 1237**

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

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

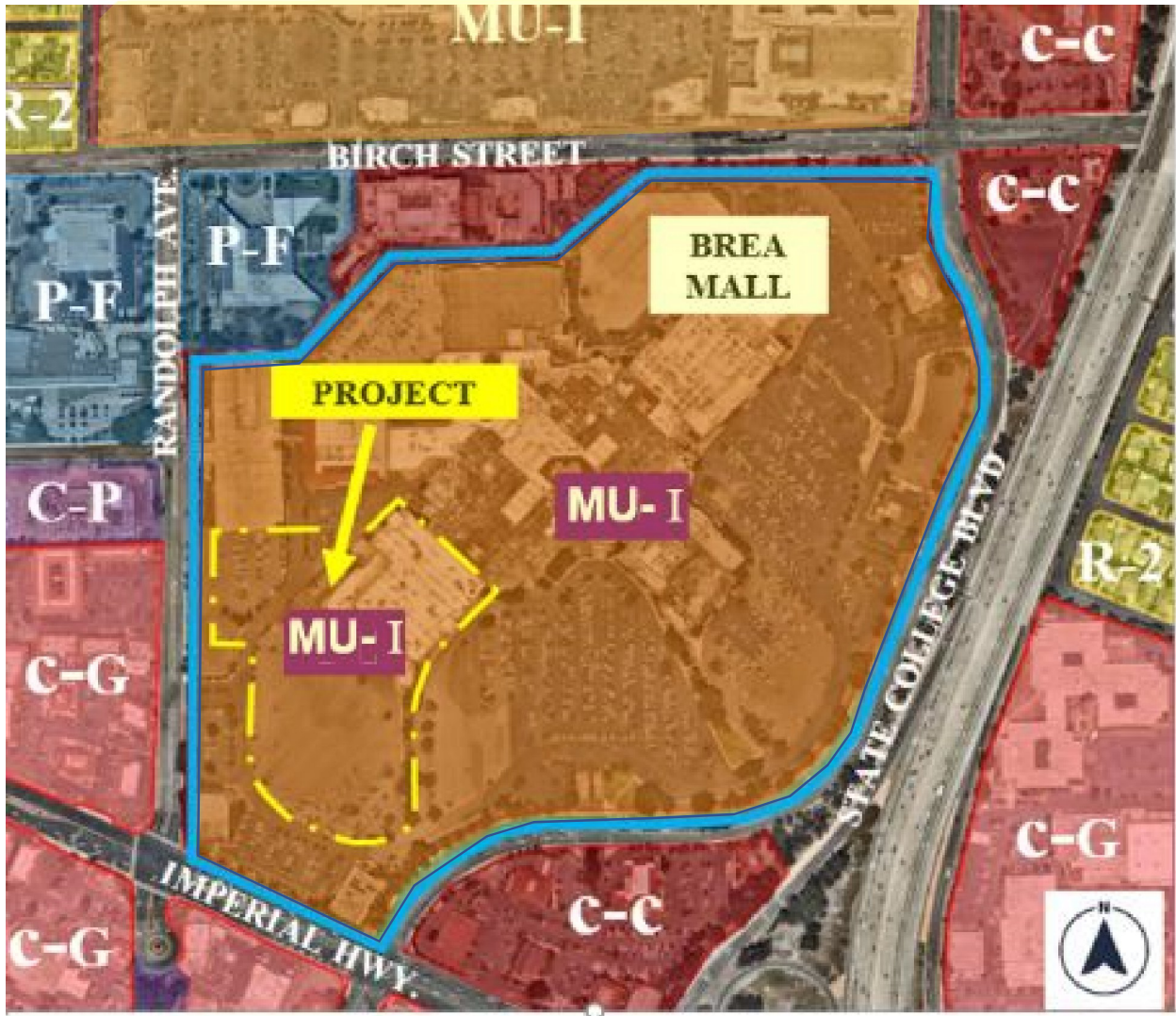
## EXHIBIT A

### EXISTING ZONING FOR BREA MALL AND THE BREA MALL MIXED-USE PROJECT SITE



## EXHIBIT B

### PROPOSED ZONING FOR BREA MALL AND THE BREA MALL MIXED-USE PROJECT SITE



**ORDINANCE NO. 1236**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA  
APPROVING DEVELOPMENT AGREEMENT NO. 2020-01 BY AND  
BETWEEN THE CITY OF BREA AND SIMON PROPERTY GROUP  
REGARDING THE BREA MIXED-USE PROJECT**

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

**A. RECITALS.**

(i) Simon Property Group, has applied for approval of the Brea Mixed Use Project, which includes which includes General Plan Amendment No. 2020-01 (GPA No. 2020-01), Zone Change No. 2020-01 (ZC No. 2020-01), Development Agreement No. 2020-01 (DA No. 2020-01), Tentative Parcel Map (TPM No. 2022-113), Precise Development Plan (PD No. 2020-02), and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (CUP Nos. 2020-06, 2022-16, 2022-17, and 2022-18), which would allow retail and restaurants, 380 for-rent residential apartments, a resort-type fitness center and outdoor gathering spaces (referred to herein as the “Project”), for that certain real property located at 100 Brea Mall and further legally described as Assessor Parcel Number 319-101-37, as shown in the latest records of the County of Orange Assessor’s Office. The proposed GPA No. 2020-01 and ZC No. 2020-01 also apply to the entire Brea Mall site, which has the Assessor Parcel Numbers of 319-100-26, -62, -63, -64, -71, -73, -75 -76, -79, -89 and 319-103-22, excluding the Project Site.

(ii) The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the

DATE  
**ORD. 1236**

west, and Birch Street to the north. The Project site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property. The Project site and the entire Brea Mall property currently has a General Plan Land Use designation of Regional Commercial and the zoning of Major Shopping Center (C-C) with a Precise Development (P-D) overlay. The Project proposes to amend the General Plan Land Use and Zoning designations of the Project site and the entire Brea Mall property to Mixed-Use I.

(iii) A copy of DA No. 2020-01 is attached as Exhibit A to this Ordinance and hereby incorporated as though set forth in full.

(iv) The City has prepared an Environmental Impact Report (EIR) to analyze the environmental effects of the Project pursuant to the requirements of the California Environmental Quality Act, Public Resources Code § 21000 et seq. ("CEQA"). By adoption of a separate resolution, the City Council has certified the Final EIR and adopted a Findings of Fact, a Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program (MMRP) for the Project, which is attached as Exhibits A and B to that resolution.

(v) On October 25, 2022 and December 13, 2022, the Planning Commission held a duly noticed public hearing on the Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to recommending that the City Council certify the Final EIR and approve the Project.

(vi) On May 2, 2023, the City Council held a duly noticed public hearing on the

DATE  
**ORD. 1236**

Project and the Final EIR, during which it received and considered all evidence and testimony presented prior to adoption of this Resolution.

(vii) The documents and other material that constitute the record of the proceedings concerning the Project upon which this Ordinance is based are kept by the City of Brea Community Development Department, located at 1 Civic Center Circle, Brea, California 92821.

(viii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. ORDINANCE.**

**SECTION 1.** All facts set forth above in Part A, Recitals, are true and correct.

**SECTION 2.** Based on the facts set forth above, the entirety of the evidence presented at the above-referenced public hearings, including but not limited to all written evidence and testimony presented during those hearings, and the independent judgment of the City Council, the City Council hereby approves DA No. 2020-01.

**SECTION 3. Certification.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2023.

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

ATTEST:

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

DATE  
**ORD. 1236**

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the \_\_\_\_ day of \_\_\_\_, 2023, and was finally passed at a regular meeting of the City Council of the City of Brea on the \_\_\_\_ day of \_\_\_\_, 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

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

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

DATE  
**ORD. 1236**

**BREA MALL MIXED-USE PROJECT  
CONDITIONS OF APPROVAL**

**Community Development - Planning Division**

1. Development and operations shall occur in substantial compliance with the plans reviewed and approved by the City Council on May 2, 2023, that include project plans on file in the Planning Division, the conditions contained herein and all applicable Federal, State, County and local regulations. The City Planner may approve minor modifications to the approved Project plans.
2. The Project shall comply with the conditions contained herein and all applicable Federal, State, County, and City regulations.
3. The Applicant shall comply with all applicable terms of the approved Development Agreement No. 2020-01. If there are any conflicting terms between the Conditions of Approvals contained in this document and the terms of the Development Agreement No. 2020-01, the terms contained in the Development Agreement No. 2020-01 shall take precedent.
4. Prior to issuance of any building permits, the Applicant shall submit a detailed final landscape plan to the City Planner for review and approval:
  - a. No mature trees shall be removed without prior review and approval of the City Planner. Any mature trees removed shall be replaced in-kind on-site with a minimum box size of 36".
  - b. Final landscape plans shall show all ground utility equipment, which must be properly screened by landscaping, paint, and/or screening materials or a combination thereof to be reviewed and approved by the City Planner.
  - c. All landscaping and irrigation must be installed prior to the issuance of the Certificate of Occupancy.
5. All roof-mounted and ground-mounted equipment shall be screened from public views at ground elevation. Noise generating equipment shall require special consideration in their location and screening in order to avoid creating a nuisance. All uses and operations shall adhere to the City's adopted noise ordinance.
6. Prior to the issuance of a grading permit, the Applicant shall contact the consulting tribe(s) with notification of the proposed grading and shall make a good-faith effort, as determined by the City's Community Development Director, to enter into a Tribal Cultural Resources Treatment and Monitoring Agreement to allow a Tribal monitor to be present during any ground work. The agreement shall include, but not be limited to, outlining provisions and requirements for addressing the handling of Tribal cultural resources; Project grading and development scheduling; terms of compensation for the Tribal monitors; treatment and final disposition of any Tribal

cultural resources, including but not limited to sacred sites, burial goods and human remains, discovered on the site; and establishing on-site monitoring provisions and/or requirements for professional Tribal monitors during all ground-disturbing activities.

7. Prior to issuance of building permits and prior to and during construction, the Applicant shall adhere to all measures described in the mitigation monitoring and reporting program listed in the Project's Final Environmental Impact Report. The mitigation monitoring and reporting program shall be in effect throughout all construction related activities as indicated in the report.
8. Prior to building final, the Applicant shall prepare and submit a written report demonstrating completion of the mitigation monitoring and reporting program for review and approval of the City Planner.
9. Prior to the issuance of building permits, the Applicant shall submit photometric plans for review and approved by the Building Official and City Planner pursuant to Brea City Code Sections 20.08.040 and 20.252.040. Said plans shall show the location of all exterior lights, a measurement of light throughout the site and include cut/specifications sheets for proposed lighting equipment.
10. All uses shall comply with the provision of BCC Chapter 20.20 including, but not limited to vibration, glare, emission of dust, smoke and odors.
11. Prior to the issuance of any building permit for the Project related signage, the Applicant shall submit sign plans that conform with the Brea Mall Mixed-Use Sign Program for review and approval of the City Planner. The signs shall also comply with all applicable City regulations, including all State and regulations.
12. Prior to issuance of a Certificate of Occupancy, the Applicant shall complete all required improvements associated with EV parking stalls & Clean air vehicles stalls (i.e. stalls with striping/markings and infrastructure), as required by State Building Code and as specified in Condition No. 38.
13. The Applicant shall ensure that the restaurant operators obtain a "Type 41" or "Type 47" license from the State Department of Alcoholic Beverage Control (ABC) for the on-site sale and consumption of alcohol prior to commencing the on-site alcohol service. Any modification of license types for on-site consumption is subject to the City approval from the Planning Commission.
14. The restaurant operators shall maintain "Type 41" or "Type 47" license from the ABC as long as the business provides the on-site sale and consumption of alcohol service.
15. Any violation of the regulations of the Department of Alcoholic Beverage Control (ABC) as they pertain to the subject location and as they relate to the sale of alcohol,

may result in the revocation of the subject Conditional Use Permit, as provided for in Section 20.412.020 of the Brea Zoning Code.

16. The on-site sale of alcohol shall be incidental to food service and the operation of a bona fide restaurant.
17. The hours of alcohol sales shall be restricted to the hours of the restaurant (hours of operation).
18. Operation of the Brea Mall mixed-use development shall not result in stacking of vehicles in such a manner that will result in obstruction to any access aisle or parking spaces for residential and commercial tenants, the main drive aisles for the Brea Mall, or public streets. If the operation of the Brea Mall mixed-use development affects traffic of the main drive aisles of the Brea Mall or the public street, design alternatives to remedy the issue, such as modifying the parking lot, loading area, or other alternatives, shall be presented to the City Engineer and City Planner for review and approval. All dedicated delivery loading areas and delivery parking areas shall be shown on the parking site plan.
19. Any patios and balconies with glass railing shall include patterns such as stripes and/or etching that meets the American Bird Conservancy scale that represent a Threat Factor of 10 or less.
20. Install at least one free library/book exchange spot within the residential parcel.
21. Incorporate materials and/or landscaping to soften the appearance of the structural supports located at the ground level of the exterior of the residential structure (currently designed in a "V" shape), to the satisfaction of the City Planner.
22. Within the central green and plaza area, incorporate a design feature (e.g. landscaping hedges, low fence/wall/raised planters, change in pavement pattern/color, raised curb, bollards, etc.) to provide a separation between the green space and the adjacent drive aisle. Also incorporate other location appropriate design features that can support user activities and general seating.
23. All landscaping within the Project site shall be maintained in a good condition as not to create any nuisance.
24. Incorporate a bicycle repair station within the residential building.
25. The proposed project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 966). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees serve to offset or mitigate the cumulative traffic impacts caused by new development. The program

ensures all future development in the City of Brea contributes on a fair-share basis.

26. The Applicant is responsible for paying all charges related to the processing of this Project within 30 days of the issuance of the final invoice or prior to the issuance of grading or building permits for this Project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits.
27. At all phases of construction and operation, the Applicant shall comply with all mitigation measures described in the Final Environmental Impact Report.
28. Approval of General Plan Amendment No. 2020-01, Tentative Parcel Map No. 2022-113, Precise Development Plan No. 2020-02, and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 is contingent upon the City Council adoption of an ordinance, processed concurrently, to approve Zone Change No. 2020-01 and Development Agreement No. 2020-01.
29. A GIS shapefile for the proposed change to zoning and general plan land use designation is required. This needs to include a parcel layer with APN and addresses.
30. To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of this permit; and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this permit and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this permit. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.
31. Prior to issuance of any Building permits, the applicant shall provide a phasing plan to the satisfaction of the Community Development Director. The phasing plan shall include information and details that outline the orderly development of the project site. This phasing plan shall be included as sheet on all plan sets associated with corresponding building permits.

## **Community Development – Building Division**

32. All designs shall comply with the Codes adopted at the time of permit submittal. The 2019 CA Building, Mechanical, Electrical, Plumbing, Cal Green, Energy, Fire Codes, ISPSC, City of Brea Municipal Code, City of Brea & CA state ordinances are in effect for the building permit applications submitted prior to December 31, 2022.
33. Any code deviations will require submittal of Alternative method or Modification request. Code sections and alternatives are required also with complete justification for request.
34. Clearly show on site plan the anchor buildings & mall perimeter line. Label both as such to verify applicable building separation and other requirements. Include dimensions to assist with this review.
35. Proposed development will require complete plan submittal to the Building & Safety Division for project approval.
36. A detailed and comprehensive ADA complaint plan must be submitted with accessible routes integrated to the existing accessible routes, surrounding accessibility features and integrated with the public right of way.
37. Any existing ADA parking removed as a result of the new development will have to be added in stalls adjacent to the development in addition to the ADA stalls required by the new development.
38. Prior to the issuance of any building permits, the permit plans shall provide the following EV parking stalls & Clean air vehicles stalls:
  - a. Residential Project:
    - i. 59 EV Charging Spaces (3 stalls shall have an 8-foot wide minimum aisle. A 5-foot wide minimum aisle shall be permitted provided the minimum width of the EV space is 12 feet.). This is based on 593 stalls provided.
    - ii. EV Charging Spaces shall fully comply with CALGREEN Secs. 4.106.4.2, 4.106.4.2.1, 4.106.4.2.1.1, 4.106.4.2.2, 4.106.4.2.4, 4.106.4.2.5
  - b. Retail Project:
    - i. 35 EV Charging Spaces (1 stall shall be ADA Van accessible, 1 shall be ADA standard and 1 shall be ADA ambulatory). This is based on 347 stalls provided.

- ii. EV Charging Spaces & Clean Air Spaces shall fully comply with CALGREEN Secs. 5.106.5.2, 5.106.5.2.1, 5.106.5.3, 5.106.5.3.2, 5.106.5.3.3, 5.106.5.3.4, 5.106.5.3.5.
- iii. 7 Clean Air Vehicles Spaces (for combination of low emitting, fuel-efficient and carpool/van pool vehicles).

Notes: All EV Charging accessible (ADA) spaces shall be located on an accessible route and fully comply with code requirements. These requirements are based on parking analysis provided and are subject to change if parking analysis changes at any given time. The requirements noted are minimum requirements.

- 39. Provide enlarged plans and details at seismic separation between existing mall and new construction along with the structural analysis and detailed structural calculations.
- 40. Provide structural anchorage details & calculations for stone veneer, porcelain tile, brick veneer, GFRC panels, wood like cladding and similar type of veneers and sidings.
- 41. Provide ICC report numbers for all exterior building cladding.
- 42. The residential building must comply with the following:
  - a. Entry doors from interior corridors must provide a minimum STC of 26.
  - b. Penetrations or openings in sound rated assemblies must be treated to maintain required ratings.
  - c. All exterior windows, doors, and sliding glass doors shall have a positive seal and leaks/cracks must be kept to a minimum.
  - d. Floor-ceiling assembly design must provide a minimum STC of 50, based on lab tests. Field tested assemblies must provide a minimum FIIC of 45.
  - e. Structural details and calculations must be provided for glass railing, screens, canopies, vertical fins and stone veneer installation, vertical and horizontal trims.
- 43. Structural plans, details and calculations will be required for light poles, monuments, canopies, covered patios, shades, art sculptures and any other exterior feature with similar characteristics.
- 44. Structural anchorage details and calculations will be required for storefronts and curtain walls.
- 45. All MEP equipment heavier than 300 lbs. must provide anchorage calculations, details and reference details on plan.

46. No buildings' structural components will be permitted to be a deferred submittal.
47. Exterior walls cold formed steel framing is part of the building's envelop and no deferred submittal will be permitted.
48. At time of building permit submittal, construction documents that will be required but not limited to are: Architectural, Structural, Mechanical, Electrical, Energy, Plumbing, Civil (Grading, Erosion Control), Landscaping, Structural Calculations, Shoring Calculations, Energy Calculations, MEP related Calculations & Equipment Cut Sheets, Specs, and a Geotechnical Report.
49. At time of building plan submittal, provide a digital file for all structural calculations generated on excel spread sheets.
50. Full project review shall be conducted when complete construction documents are submitted to the Building & Safety division.
51. Additional requirements may be imposed when the project is submitted for building & safety department plan check review and approval.
52. Once Planning has approved your project please visit [https://www.ci.brea.ca.us/124/Building-Safety- Division](https://www.ci.brea.ca.us/124/Building-Safety-Division)
53. To apply for a building permit, submit for plan check, or apply for a Certificate of Occupancy please email your application and all necessary documents to [Building@cityofbrea.net](mailto:Building@cityofbrea.net).

## **Public Works Department**

### *General Conditions*

54. This approval shall be contingent upon the approval of the Tentative Parcel Map, and the conditions of said approval shall be implemented. The proposed subdivision shall occur in substantial conformance with Tentative Parcel Map No. 2022-113, submitted to the Planning Commission, and all conditions set forth herein.
55. The proposed subdivision shall occur in substantial conformance with the plans and specifications approved through the City Planning Commission and City Council, and all conditions of said approval shall be implemented and incorporated herein.
56. The Applicant shall provide Building Demolition Plans and Site Demolition Plans for the demolition of the existing Brea Mall building infrastructure. The Demolition Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Said plans shall include an Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached

in case of emergency. Applicant shall obtain approval of both the Building Demolition Plans and Site Demolition Plans, and all improvements shall be constructed in accordance with Building Demolition Plans, Site Demolition Plans, and any applicable improvement plan, including any field punch list items, prior to the issuance of any building permit for any proposed development phase.

57. The Applicant shall provide Utility Relocation Plans for the demolition and relocation of all public utilities within the private development area, and as required to facilitate the proposed development, as identified on Tentative Parcel Map No. 2022-113. The Utility Relocation Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Said plans shall include an Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached in case of emergency. Applicant shall obtain approval of the Utility Relocation Plans and all improvements shall be constructed, including any field punch list items, prior to the issuance of any building permit for any proposed development phase.
58. Prior to the issuance of any building permits in the applicable development phase, the Applicant shall submit and obtain approval for the Precise Grading Plans and applicable technical studies, for each development area. The Precise Grading Plans and technical studies shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. Each Precise Grading Plan submittal associated with a development phase shall include the following items:
- a. Soils Report for the review and approval of the Building & Safety Division and the City Engineer;
  - b. Sanitary Sewer Capacity Analysis for the review and approval of the City Engineer;
  - c. Hydrology & Hydraulic Study for the review and approval of the City Engineer. Said study shall meet all City and Orange County requirements;
  - d. Final Water Quality Management Plan (WQMP) for the review and approval of the City Engineer. The Applicant shall submit the finalized and approved Preliminary WQMP at the time of first submittal, and prior to the issuance of any building permits. The Applicant and any future successors, shall adhere to the approved Final WQMP during the life of the Project;
  - e. Water Demand Analysis for the review and approval of the City Engineer;
  - f. Construction Document Plans for the review and approval of the City Engineer. The Construction Document Plans shall identify all proposed improvements included on the properties and that are required to facilitate the development and infrastructure improvements of the properties included with the associated

development phase to the satisfaction of the City Engineer. Said Construction Document Plans shall include an Erosion and Sediment Control Plan identifying the State issued WDID number and the contact information for the person that is to be reached in case of emergency;

- g. Solid Waste/Trash Collection Circulation Plan for the review and approval of the City Traffic Engineer;
  - h. On-site Circulation Plan as requested for the review and approval of the City Traffic Engineer.
  - i. On-site Striping Plan as requested, prepared by a licensed Traffic Engineer, in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD) design guidelines for the review and approval of the City Traffic Engineer.
59. The Applicant and/or developer of the applicable development phase shall maintain the Storm Water Pollution Prevention Plan during construction in accordance with NPDES guidelines, which shall incorporate all best management practices to mitigate pollutant runoff during construction.
60. The Applicant and/or developer of the applicable development phase shall be responsible for the maintenance of all temporary and permanent Best Management Practices (BMP's) and associated infrastructure located on public or private property.
61. The Applicant shall maintain all public and private drainage facilities associated with Tentative Parcel Map No. 2022-113 in good working order at all times.
62. The Applicant and/or developer of the applicable development phase shall be responsible to obtain the permission to perform any work on adjacent private properties.
63. No proposed trees; lighting structures, utility vaults or cabinets; structures with footing elements; building foundations, structural slabs, or building structural members; shall be located within the footprint of the proposed underground infiltration chamber or associated infrastructure. The Applicant and/or developer of the applicable development phase shall be responsible to replace all infrastructure impacted by the construction of the underground infiltration chamber on the adjacent private property to the satisfaction of the City Engineer.
64. All water and fire services shall be per the latest City of Brea Public Works Standards. All proposed domestic, irrigation, and fire services shall include backflow prevention to the satisfaction of the City Engineer and the Brea Fire Department.
65. The Applicant shall install water meters, vaults, fire hydrants, FDC's, and above ground backflow prevention devices for all domestic, irrigation, and fire services and

systems, at locations to the satisfaction of the City Engineer and the Brea Fire Department. Easements shall be dedicated to the City for the maintenance, repair, and operation of all water meters, vaults, and fire hydrants.

66. All proposed fire hydrant locations shall be subject to the review and approval of the City Engineer and Brea Fire Department. Installation of fire hydrants shall be in accordance with City of Brea Public Works Standards and all applicable building codes.
67. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall relocate all existing water meter and backflow prevention devices that are located within the existing, contiguous Brea Mall building, to a location outside of the building footprint and to the satisfaction of the City Engineer. The Applicant shall submit On-site Improvement Plans for said infrastructure relocation for the review and approval of the Building & Safety Division and the City Engineer. Said On-site Improvement Plans shall be prepared by a registered Civil Engineer, be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer and the Building & Safety Division.
68. All proposed sewer laterals shall be per City of Brea Public Works Standards, and meet all City Building and Plumbing Code requirements, and be to the satisfaction of the City Engineer and the Building & Safety Division.
69. The proposed development shall only be served by underground distribution utilities.
70. Prior to the issuance of any building permits in a development phase, the Applicant shall pay all applicable impact fees and connection fees for the associated development phase as set forth in the City ordinances and in effect at the time of permit approval.
71. Prior to the issuance of any building permit for any proposed development phase, the Applicant shall submit Public Improvement Plans for the review and approval of the City Engineer for all improvements proposed by the Applicant to be located within S. Randolph Avenue, including all proposed utility improvements, modifications, relocations, and/or connections located within the public right-of-way. Said improvements shall include all utility improvements as identified on the Tentative Parcel Map No. 2022-113, and that are required to facilitate the proposed private development to the satisfaction of the City Engineer. The removal, replacement, and/or relocation of all existing infrastructure or structures interfering with the proposed improvements. This includes, but is not limited to, existing water meters, backflow prevention, utility vaults, vent pipes, fire hydrants, signage, street lights, power poles and paving. The Public Improvement Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release for any proposed development phase. To the extent the

improvements proposed by the Applicant located within S. Randolph Avenue impact existing public improvements, Applicant shall be responsible for restoration of the public improvements including but not limited the following items:

- a. Pavement restoration consisting of asphalt grind and overlay of the full roadway width of S. Randolph Avenue;
- b. Removal and reconstruction of all existing sidewalk and all existing curb ramps on the east side of S. Randolph Avenue;
- c. Re-installation and/or implementation of signage and striping improvements necessitated by Applicant improvements along S. Randolph Avenue within the limits of paving improvements to the satisfaction of the City Engineer.

72. Prior to the issuance of any building permit for any proposed development phase, the Applicant shall submit Public Improvement Plans for the construction of a Class III Bike Route from the Brea Mall to the Tracks at Brea, for the review and approval of the City Engineer and City Traffic Engineer. The Public Improvement Plans shall showcase all proposed improvements necessary to facilitate the Class III Bike Route including but not limited to signage, striping, and pavement markings. The Class III Bike Route shall travel in both directions from the intersection of S. Randolph Avenue & Madison Way, to the intersection of S. Randolph Avenue and E. Birch Street, connecting to the existing Class II Bike Route on E. Birch Street which continues to the Class II Bike Route on N. State College which meets the trailhead thereon, to the existing Tracks at Brea entrance. The Public Improvement Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer & City Traffic Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any final occupancy release for any proposed development phase.

73. The Applicant shall obtain Caltrans permit approval prior to any construction, improvements, or staging within the right-of-way of Imperial Highway.

74. A City of Brea Public Works Encroachment Permit shall be obtained prior to any construction, improvements, or staging in the public right-of-way or within existing public easement areas.

75. The Applicant shall obtain an Encroachment License Agreement for all non-standard improvements, improvements not in accordance with City of Brea Standard Plans and standards, located within the public right-of-way.

76. All existing public utilities located within the public right-of-way or within existing easements are to be protected in place, unless indicated otherwise by improvement plans approved by the City Engineer.

77. All public improvements, and improvements within the public right-of-way and public

easement areas, shall be designed and constructed per current City standards and all other jurisdictional requirements.

78. No proposed trees; lighting structures, utility vaults or cabinets; structures with footing elements; building foundations, structural slabs, or building structural members; shall be located within existing or proposed public easement areas.
79. All roadway traffic and parking controls located within the private development area shall be designed and implemented by the Applicant in accordance with the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD).
80. The Applicant shall ensure that the internal bicycle routing and/or facilities within the proposed private development, and the overall Brea Mall, provides a bicycle connection to the existing public bicycle facilities on S. Randolph Avenue, E. Birch Street, or State College Boulevard. The bicycle facility connection, and any improvements required to make connection, shall be incorporated into the improvement plans associated with the applicable development phase, and shall be to the satisfaction of the City Engineer and City Planner. The bicycle facility connection shall be demonstrated on improvement plans to the satisfaction of the City Engineer and City Planner prior to the issuance of any building permit for any proposed development phase. All improvements shall be constructed, including any field punch list items, prior to the issuance of any occupancy release for any proposed development phase.
81. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall install fiber optic communications to, and expand the City's existing SynchroGreen adaptive traffic signal system and Blue Toad connected vehicle system to include, the intersection of S. Randolph Ave. & Brea Mall and the intersection of S. Randolph Ave. & Madison Way to the satisfaction of the City Traffic Engineer. The Applicant shall retain a traffic engineering consulting firm skilled in the installation and operation of both the SynchroGreen adaptive system and the Blue Toad connected vehicle system to perform the necessary modifications to the City's existing communications and control systems to integrate and control the systems and improvements as outlined above, to the satisfaction of the City Traffic Engineer. Said traffic engineering consulting firm shall remain available to City staff and the City Traffic Engineer to troubleshoot and modify system operational parameters through the course of construction up to a minimum of two (2) years after the final certificate of occupancy issuance for the overall Project as identified on Tentative Parcel Map No. 2022-113.
82. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall submit for the review and approval of the City Traffic Engineer, as-built drawings documenting the modifications to the traffic signal system including the installation of the adaptive traffic control system and connected vehicle system technology.

83. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall submit for the review and approval of the City Traffic Engineer, an adaptive traffic control system map, providing an overall map of the adaptive traffic control system and connected vehicle system technology that has been installed, providing details on the connectivity between each traffic signal. This adaptive traffic control system map shall be prepared to the satisfaction of the City Traffic Engineer, and shall include separate details for each intersection identifying the configuration and location of detection zones and the adaptive traffic control system and connected vehicle system technology infrastructure.
84. The Applicant shall pay all hardware and software licensing, update, and technical support fees associated with the adaptive traffic control system technology and connected vehicle system technology infrastructure through the course of construction and up to a minimum of two (2) years after the final certificate of occupancy issuance for the overall Project as identified on Tentative Parcel Map No. 2022-113.
85. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall submit Public Improvement Plans for the review and approval of the City Traffic Engineer for improvements including fiber optic communications upgrades with connectivity to the City fiber interconnect system, traffic signal control upgrades, and CCTV camera video surveillance systems for both the intersection of S. Randolph Ave. & Brea Mall and the intersection of S. Randolph Ave. & Madison Way. Said improvements shall include construction, system integration, and all associated communications equipment necessary and to the satisfaction of the City Traffic Engineer. The Public Improvement Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer & City Traffic Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any final occupancy release for any proposed development phase.
86. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall submit Public Improvement Plans for the review and approval of the City Traffic Engineer for improvements including fiber optic communications upgrades with connectivity to the City fiber interconnect system and CCTV camera video surveillance systems for the intersection of State College Blvd. & Brea Mall South, the intersection of State College Blvd. & Brea Mall Center, and the intersection of State College Blvd. & Brea Mall North. Said improvements shall include construction, system integration, and all associated communications equipment necessary and to the satisfaction of the City Traffic Engineer. The Public Improvement Plans shall be prepared by a registered Civil Engineer, and be in accordance with City of Brea Standard Plans and standards, and be to the satisfaction of the City Engineer & City Traffic Engineer. All improvements shall be constructed, including any field punch list items, prior to the issuance of any final occupancy release for any proposed development phase.
87. Mitigation Compliance, Section 110(iii) hereof, sets forth certain traffic improvements

required (PPP TRAF-G), as more fully detailed in the Project's Final Environmental Impact Report. In full satisfaction of mitigation measure PPP TRAF-5 and Section 110(iii) hereof, Applicant shall pay the City of Brea a financial contribution in the total of \$862,315.44, inclusive of the Project's traffic impact fee, towards the cost to implement median island, signage, and striping modifications at the intersection of State College Boulevard & Imperial Highway, as well as improvements to the SR-57 Southbound Ramp at Imperial Highway, or other alternative traffic improvement projects as deemed appropriate by the City Engineer. The Applicant shall make payment to the City of Brea prior to the issuance of any occupancy release for any proposed development phase.

88. Applicant shall purchase and install four (4) sanitary sewer monitoring devices (smart covers) at manhole locations reviewed and approved by the City Engineer. Said sewer monitoring devices shall be to the satisfaction of the City Engineer. The Applicant shall obtain Public Works Encroachment Permits for the installation prior to any construction, improvements, or staging in the public right-of-way.
89. Prior to the issuance of any occupancy release for any proposed development phase, the Applicant shall install six (6) catch basin inserts on the existing public storm drain infrastructure on State College Boulevard and S. Randolph Avenue, at the locations specified by the Environmental Services Division and to the satisfaction of the City Engineer. The Applicant shall obtain Public Works Encroachment Permits for the installation prior to any construction, improvements, or staging in the public right-of-way.

*Tentative Parcel Map Conditions*

90. The proposed subdivision shall occur in substantial conformance with Tentative Parcel Map No. 2022-113, submitted to the Planning Commission, and all conditions set forth herein.
91. The proposed subdivision shall occur in substantial conformance with the plans and specifications approved through the City Planning Commission and City Council, and all conditions of said approval shall be implemented and incorporated herein.
92. The Applicant shall submit a Final Map for review and approval of the City Engineer. Said Final Map shall include all right-of-way and easement dedication and/or vacations. The Final Map shall be submitted to the City Engineer for conformance review prior to submittal to the County of Orange Surveyor's Office. The Final Map shall be submitted directly to the County of Orange Surveyor's Office for review and approval of the technical portion of the Final Map. The Final Map shall be approved and recorded with the County of Orange prior to the acceptance of all public improvements. All right-of-way and easement dedications and vacations shall be in accordance with all requirements set forth in the California Streets and Highways Code, the Subdivision Map Act, and the Brea City Code.
93. Applicant shall be responsible to prepare all documentation and pay for any

publication fee (if applicable) for the proposed dedications and/or vacations of right-of-way or easements.

94. The Applicant shall submit a Monumentation Bond as required by the Subdivision Map Act in a form approved by the City Attorney to guarantee payment for the setting of monuments. The bond amount shall be provided before the approval of the Final Map, by the Licensed Surveyor or Registered Civil Engineer preparing the Final Map. The Monumentation Bond shall be provided in an amount to the satisfaction of the City Engineer.
95. The Applicant shall complete the construction of all improvements in the public right-of-way or within public easements to the satisfaction of the City Engineer, and enter into a Subdivision Improvement Agreement and guarantee the installation of these improvements by providing sufficient bonds or sureties for both Faithful Performance and Labor and Materials in a form approved by the City Attorney before the approval of the Final Map. All bonds or sureties shall be provided in an amount to the satisfaction of the City Engineer.
96. The Applicant shall complete the construction of all improvements in the public right-of-way and in public easement areas to the satisfaction of the City Engineer.
97. Prior to the release of the Monumentation Bond, the Licensed Surveyor or Registered Civil Engineer who prepared the Final Map shall submit a letter to the City Engineer verifying the setting of all monuments, confirming that all monuments have been set in conformance with the recorded Final Map, and confirming that the applicant/property owner has paid the Licensed Surveyor or Registered Civil Engineer in full for the setting of the monuments.
98. Prior to the release of all Faithful Performance Bonds and Labor and Materials Bonds, all improvements shall be completed and accepted by the City, and a warranty bond shall be provided in accordance with the Subdivision Improvement Agreement.

### **Community Services Department**

99. Prior to issuance of the Certificate of Occupancy for each residential unit, payment of park development fee applicable to multi-family residential projects will be required in connection with improvements to the public recreational amenities.
100. Brea's Art in Public Places (APP) Policy Manual describes sculpture requirements, the sculpture application approval process, milestones related to the construction schedule, and sculpture ownership responsibilities. The APP Manual can be viewed here:  
<https://www.ci.brea.ca.us/DocumentCenter/View/174/APPPolicyManual?bidId>
101. The Brea Art Package is a 3-part application process: Prior to issuance of a permit, the project shall comply with the City's Art in Public Places (APP) obligation

to install sculpture on-site, valued at 1% of the total building valuation. The Applicant will need to meet all requirements of the current APP Policy Manual, as well as reach the following milestones:

- a. Submit Part 1 of the APP application prior to issuance of building permits (Note: this is mostly to determine art location and determine artist's qualifications)
- b. Submit Part 2 of the APP application and obtain APP Committee approval within six months of building permit issuance (Note: This is the full art submittal with concept designs. This is the part that gets taken before the Committee).
- c. Submit Part 3 of the APP application and complete sculpture installation prior to Certificate of occupancy issuance (Note: Inspections and final sign-offs are required before C of O's).

### **Fire Department**

102. Prior to certificate of occupancy, the retail and residential buildings shall have required fire protection systems installed (fire sprinkler, fire alarm, standpipes, etc.) as required under the currently adopted California Fire Code, National Standards and adopted ordinances.
103. Prior to certificate of occupancy, the residential building(s) shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems at the exterior of the building. The radio coverage system shall comply with the Brea Fire Department guidance document.
104. Prior to issuance of a building permit, submittal of a fire master plan to the Brea Fire Department prior to issuance of permits is required. This is a separate submittal to Brea FD for review and approval. At time of submittal, the FMP shall include the fire department access road, location of existing and proposed public fire hydrants, required automatic wet standpipes, fire lane marking, hose pulls that extend to within 150 feet of all portions of the exterior walls, fire flow requirements based on construction type and total square footage of building.
105. Additional requirements may be imposed when the project is submitted for Fire Department plan check review/ approval.

### **Police Department**

106. Prior to certificate of occupancy, an emergency response plan with a site map showing emergency access points and detail on security, evacuation routes and procedures, assembly points, emergency exits, fire alarm stations, location of emergency contacts shall be submitted for review and approval by the Police

Department. The Police Department shall verify compliance prior to building occupancy.

107. Plans shall reflect that all three (3) ground level controlled-access points in the residential building and the one (1) main leasing office access point shall have a full access Knox Box. Each Knox box shall contain credentials (key fob) that will provide passage through all access-controlled spaces within the residential building, including any interior hallways. The site plan and floor plan for the residential building shall identify restricted access points. The Police Department shall verify compliance prior to building occupancy.
108. Prior to issuance of a Certificate of Occupancy, the applicant shall provide details on the approach for overall safety and security of the day-to-day operation, during special events and high-peak seasonal periods. Detail should include specifics on surveillance, security lighting, resident safety, traffic management, vehicle and pedestrian circulation, operating hours, overnight activities, management of temporary events and/or general programming of special events.
109. Prior to issuance of certificate of occupancy, provide detail on implementation of security measures to protect open air pedestrian areas with devices (e.g. – raised curbs, bollards, landscaping, etc.) to prevent vehicles from entering the area for security measures.
110. Prior to issuance of Certificate of Occupancy in the associated development phase, installation of fiber optic, consistent with Public Work requirements that have connect ability to City's fiber optic system along with access to the site's CCTV network for full time viewing access.
111. Install radio repeater inside the Brea Mall consistent with the provisions of outlined in the Development Agreement.

### **Mitigation Compliance**

112. The Applicant shall comply with all required mitigation measures included in the mitigation monitoring and reporting program listed in the Project's Final Environmental Impact Report, as follows:
  - a. **PPP AES-1:** The proposed project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Municipal Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.
  - b. **PPP AES-2:** For parking areas, the proposed project is required to maintain an equivalent of one foot candle of illumination on the average throughout the parking area. The lighting is required to be on a time- clock or photo-sensor system. The

lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line shall be permitted in accordance with Municipal Code Section 20.08.040(C)(5), Lighting.

- c. **PPP AES-3:** All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises in accordance with Municipal Code Section 20.220.040(L), Lighting. Lighting for nonresidential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in compliance with Section 20.08.040 (C)(5).
- d. **PPP AES-4:** Signs shall be located in a manner to assure that sight distance is not impaired at all locations for vehicular traffic to and from the premises, in accordance with Municipal Code Section 20.28, Signs. Amendments to the existing signage program for erections of a new sign at the Mall entrance requires review of the Planning Commission to ensure that its size, location, movement, content, coloring, or manner of illumination, does not constitute a traffic hazard or a detriment to traffic safety by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device, or by diverting or tending to divert the attention of drivers of moving vehicles from the traffic movement on the public streets and highway.
- e. **PPP AES-5:** Loading areas. Loading areas for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with subsections 20.236.040. E, Walls and Fences, and 20.220.040. F, Fences, Walls, and Hedges, and subparagraph K. Screening and buffering standards Loading areas shall be compatible in architectural design and details with the overall project. The location and design of loading areas shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (I)(3) Loading Areas.
- f. **PPP AES-6:** Recycling and refuse storage facilities for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with Section 20.236.040.E. Walls and Fences, and 20.220.040.F, Fences, Walls, and Hedges, and subparagraph K, Screening and buffering standards. Recycling and refuse storage facilities for nonresidential uses should be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (J) Recycling and refuse storage facilities standards.
- g. **PPP AIR-1:** New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building

Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building and Energy Efficiency Standards were effective starting on January 1, 2017, and the 2019 Building and Energy Efficiency Standards will become effective January 1, 2020. The Building Energy and Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.

- h. **PPP AIR-2:** New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new nonresidential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).
- i. **PPP AIR-3:** Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- j. **PPP AIR-4:** Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:
  - i. Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
  - ii. Rule 402, Nuisance, which states that a project shall not “discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.”
  - iii. Rule 1113, which limits the volatile organic compound content of architectural coatings.
- k. **AQ-1:** The construction contractor(s) shall, at minimum, use equipment that meets the United States Environmental Protection Agency’s (USEPA) Tier 4 (Final) emissions standards for off-road diesel- powered construction equipment with more than 50 horsepower. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 emissions standards for a similarly sized engine, as defined by the California Air Resources Board’s regulations. Prior to construction, the project engineer shall ensure that all plans clearly show the requirement for USEPA Tier 4 emissions standards for construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer’s recommendations.
- l. **PPP CUL-1:** Native American historical and cultural resources and sacred sites

are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.

- m. **PPP CUL-2:** The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation, or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.
- n. **PPP CUL-3:** Adverse impacts to paleontological resources from developments on public (state, county, city, and district) lands require reasonable mitigation. (PRC Section 5097.5).
- o. **PPP CUL-4:** If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5).
- p. **CUL-1:** Prior to issuance of grading permits, a qualified archaeological monitor shall be identified to be on call during ground-disturbing activities. If archaeological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified archaeologist shall be consulted to determine whether the resource requires further study. The archaeologist shall make recommendations to the City of Brea to protect the discovered resources. Archaeological resources recovered shall be provided to an accredited museum such as the John D. Cooper Center in Fullerton or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.
- q. **CUL-2:** Prior to construction, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.

- r. **PPP E-1, PPP GHG-1:** New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building Energy Efficiency Standards were effective starting January 1, 2017. The 2019 Building Energy Efficiency Standards will become effective on January 1, 2020. The Building Energy Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and non-residential buildings by 2030.
- s. **PPP E-2, PPP GHG-2:** New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).
- t. **PPP E-3, PPP GHG-3:** California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- u. **PPP E-4, PPP GHG-4:** Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- v. **PPP E-5, PPP GHG-5:** New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.
- w. **PPP HAZ-1:** Any project-related hazardous materials and hazardous wastes will be transported to and/or from the project site in compliance with any applicable state and federal requirements, including the US Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.
- x. **PPP HAZ-2:** Any project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed project will be designed and constructed in accordance with the

regulations of the Orange County Environmental Health Department, which is the designated Certified Unified Program Agency and which implements state and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Aboveground Storage Tank Program, and (5) Underground Storage Tank Program.

- y. **PPP HAZ-3:** Any project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos- containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to:
  - i. South Coast Air Quality Management District's Rule 1403
  - ii. California Health and Safety Code (Section 39650 et seq.)
  - iii. California Code of Regulations (Title 8, Section 1529)
  - iv. California Occupational Safety and Health Administration regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
  - v. Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead]) .
- z. **PPP HAZ-4:** The removal of other hazardous materials, such as polychlorinated biphenyls (PCBs), mercury-containing light ballast, and mold, will be completed in accordance with applicable regulations pursuant to 40 CFR 761 (PCBs), 40 CFR 273 (mercury-containing light ballast), and 29 CFR 1926 (molds) by workers with the hazardous waste operations and emergency response (HAZWOPER) training, as outlined in 29 CFR 1910.120 and 8 CCR 5192.
- aa. **PPP HAZ-5:** Any project-related new construction, excavations, and/or new utility lines within 10 feet or crossing existing high-pressure pipelines, natural gas/petroleum pipelines, or electrical lines greater than 60,000 volts will be designed and constructed in accordance with the California Code of Regulations (Title 8, Section 1541).
- bb. **PPP HAZ-6:** As part of the project review process, the City of Brea Police Department may require approval of an Emergency Evacuation and Response Plan in the event of an emergency at Brea Mall to address emergency response and access. Additional design features to address the City of Brea Police Department's service standards will be incorporated as conditions of approval for the project.
- cc. **HAZ-1:** Prior to issuance of grading permits, the project applicant shall prepare a soil management plan (SMP) to ensure safe and appropriate handling, transportation, offsite disposal, reporting, oversight, and protocols used during construction to protect the health and safety of workers and future residents. The SMP shall be submitted to the City prior to issuance of a grading permit. The plan shall establish methodology and procedures to perform additional testing during

grading if unknown hazardous materials are encountered and prior to grading for the soil stockpile. If additional contamination is discovered during grading activities, grading within that area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up remedial measures are implemented in accordance with the soil management plan so that the area is suitable for grading activities to resume. If hydrocarbon impacted soil is encountered soil samples shall be collected and analyzed for total petroleum hydrocarbons (TPH) by the Environmental Protection Agency (USEPA) Method 8015M and volatile organic compounds (VOCs) by EPA Method 8260B. TPH results shall be compared to Orange County Health Care Agency (OCHCA) TPH cleanup standards and VOCs shall be compared to screening levels as outlined in Department of Substances Control (DTSC) Human Health Risk Assessment Note No. 3 or EPA Regional Screening Levels (RSLs). Both DTSC and EPA RSLs are updated yearly and the most recent levels shall be used. If levels encountered are above the outlined screening levels, the OCHCA shall be notified. If, soil remediation and/or export of hazardous materials is required, soil remediation must be performed in accordance with the appropriate agency requirements (Regional Water Quality Control Board, DTSC, South Coast Air Quality Management District).

- dd. **PPP LU-1:** As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project.
- ee. **PPP NOI-1:** Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays.
- ff. **PPP NOI-2:** The project will comply with City of Brea's stationary exterior noise standards summarized above in Table 5.8-3.
- gg. **PPP NOI-3:** The project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor.
- hh. **PPP NOI-4:** The residential development will comply with the California Building Code (CBC), Title 24, Part 2, Volume 1, Chapter 12, Interior Environment, Section 1207.11.2, Allowable Interior Noise Levels. Non-residential development will comply with the CBC, Title 24, Building Standards Administrative Code, Part 11, CALGreen.
- ii. **PPP NOI-5:** Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. in accordance with Section 20.258.030 (H)(1) Hours of Operation.

- jj. **PPP NOI-6:** The covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week in accordance with Section 20.258.030 (H)(3) Loading and Unloading Activities.
- kk. **PPP NOI-7:** Residents of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4) Noise Notification.
- ll. **PPP NOI-8:** Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards in accordance with Section 20.258.030 (H)(6) Sound Mitigation.
- mm. **PPP NOI-9:** Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.
- nn. **PPP PS-1:** New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).
- oo. **PPP PS-2:** The retail and residential buildings shall have required fire protection systems installed (fire sprinkler, fire alarm, standpipes, etc.) as required under the currently adopted California Fire Code, National Standards and adopted ordinances.
- pp. **PPP PS-3:** The residential building(s) shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems at the exterior of the building. The radio coverage system shall comply with the Brea Fire Department guidance document.
- qq. **PPP PS-4:** Submit a Fire Master Plan to the Brea Fire Department to Brea FD for review and approval. At time of submittal, the FMP shall include the fire

department access road, location of existing and proposed public fire hydrants, required automatic wet standpipes, fire lane marking, hose pulls that extend to within 150 feet of all portions of the exterior walls, fire flow requirements based on construction type and total square footage of building.

- rr. **PPP PS-5:** The project applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).
- ss. **PPP PS-6:** The project will be designed, built, and operated in accordance with the City of Brea's Municipal Code Chapter 15.08 Building Code and Chapter 16.04 Brea Fire Code.
- tt. **PPP PS-7:** Provide an emergency response plan with a site map showing emergency access points and detail on security, evacuation routes and procedures, assembly points, emergency exits, fire alarm stations, location of emergency contacts shall be submitted for review and approval by the Police Department prior to final occupancy. The Police Department shall verify compliance prior to building occupancy.
- uu. **PPP PS-8:** Plans shall reflect that all restricted access points in the residential building have a full access Knox Box at points of entry, including interior hallways. The site plan and floor plan for the residential building shall identify restricted access points. The Police Department shall verify compliance prior to building occupancy.
- vv. **PPP PS-9:** Provide details on the approach for overall safety and security of the day-to-day operation, during special events and high-peak seasonal periods. Detail should include specifics on surveillance, security lighting, resident safety, traffic management, vehicle and pedestrian circulation, operating hours, overnight activities, management of temporary events and/or general programming of special events.
- ww. **PPP PS-10:** Provide details on implementation of security measures to protect open air pedestrian areas with devices to prevent vehicles from entering the area for security measures.
- xx. **PPP PS-11:** Funding will be required in connection with the City's fiber optic system along with funding for our citywide Camera system for the "project area" and ALL ingress/egress points at the Brea Mall; this also includes installation of high-definition PTZ video cameras and fixed mounted ALPRs.
- yy. **PPP PS-12:** Install radio repeater inside the Brea Mall.
- zz. **PPP PS-13:** Provide access to and funding for the interface of Brea Mall Security CCTV system to the Brea Police Department ICC.

- aaa. **PPP PS-14:** Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.
- bbb. **PPP PS-15:** Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.
- ccc. **PPP REC-1:** New development is required to fund park and recreational development and improvements through the payment of park development fees.
- ddd. **PPP REC-2:** The proposed project includes installation of Class II bike lanes and/or sharrows bike lanes on the “ring road” and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project.
- eee. **PPP TRAF-1:** The proposed project is required to pay development impact fees to the City of Brea pursuant to the City’s AB 1600 Transportation Improvement Nexus Program (Ordinance 966). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees serve to offset or mitigate the cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.
- fff. **PPP TRAF-2:** Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval by the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.
- ggg. **PPP TRAF-3:** As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan for construction and operational activities to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project.
- hhh. **PPP TRAF-4:** The proposed project includes installation of Class II bike lanes and/or sharrows bike lanes on the “ring road” and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project.
- iii. **PPP TRAF-5:** The proposed project would include improvements to State College Boulevard between the intersections of Imperial Highway and Brea Mall South. The project would be required to make minor modifications to the existing center median island between Imperial Highway and Brea Mall South and restripe the

No. 1 southbound travel lane into a “trap” left-turn lane leading directly to the left-turn pocket at Imperial Highway. As a result, the left-turn storage for the State College and Imperial Highway intersection would consist of one left-turn lane of approximately 260 feet in length and the second left-turn lane of approximately 625 feet in length.

- jjj. **PPP TCR-1:** Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.
- kkk. **TCR-1:** Prior to the commencement of any ground disturbing activity at the project site, the project applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation—the tribe that consulted on this project pursuant to Assembly Bill 52 (the “Tribe” or the “Consulting Tribe”)—and in concurrence with the City of Brea as the CEQA lead agency. A copy of the executed contract shall be submitted to the City of Brea Planning and Building Department prior to the issuance of any permit necessary to commence a ground-disturbing activity.
  - i. The Tribal monitor shall only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area.
  - ii. The Tribal Monitor shall complete daily monitoring logs that provide descriptions of the day’s activities, including construction activities, locations, soil, and any cultural materials identified.
  - iii. The on-site monitoring shall be concluded when all ground- disturbing activities on the project site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the project site have little to no potential for impacting Tribal Cultural Resources.
- III. **TCR-2:** If tribal cultural resources are inadvertently discovered during ground disturbing activities for this project. The following procedures will be carried out for treatment and disposition of the discoveries:
  - i. Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed.
  - ii. All Tribal Cultural Resources unearthed by project activities shall be evaluated by the qualified archaeologist and Tribal monitor approved by the Consulting Tribe. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes.

- iii. If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
  - iv. Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.
  - v. Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.
- mmm. **PPP USS-1:** The project will pay the Sanitary Sewer Connection Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea Municipal Code.
- nnn. **PPP USS-2:** As part of the project review process, the City of Brea Engineering Division will require approval of a Final Sewer Study as part of the encroachment permit issuance. The City of Brea Engineering Division will require project design features to address sewer deficiencies within the Brea Mall and within the City’s right-of-way on State College Boulevard. Additional design features to address the City of Engineer’s requirements will be incorporated as conditions of approval for the project, such as installation of smart covers so that the City is notified if there is any backup in the sewer segment.
- ooo. **PPP USS-3:** The project will pay the water impact fees and water connection fees collected by the City of Brea, which cover costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.

- ppp. **PPP USS-4:** Landscaping installed onsite shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.
- qqq. **PPP USS-5:** Plumbing fixtures installed onsite shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.
- rrr. **PPP USS-6:** The project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the City's Municipal Code.
- sss. **PPP USS-7:** The project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed project to prepare and implement a WQMP to:
- i. Control release of contaminants into storm drain systems.
  - ii. Educate the public about stormwater impacts.
  - iii. Detect and eliminate illicit discharges.
  - iv. Control runoff from construction sites.
  - v. Implement BMPs and site-specific runoff controls and treatments.
- ttt. **PPP USS-8:** California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale and the amount (by weight or volume).
- uuu. **PPP USS-9:** The project will abide by AB 341 and AB 1826. The project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.

## **TECHNICAL BACKGROUND**

<b>Case No:</b>	Environmental Impact Report No. 2022-01 General Plan Amendment 2020-01 Zone Change No. 2002-01 Development Agreement No. 2020-01 Tentative Parcel Map No. 2022-113 Precise Development Plan No. 2020-02 Conditional Use Permit No. 2020-06 Conditional Use Permit No. 2022-16 Conditional Use Permit No. 2022-17 Conditional Use Permit No. 2022-18
<b>Property Location:</b>	100 Brea Mall (APN 319-101-37)
<b>Project Site Size:</b>	675,180 SF (15.5 acres) within the 74-acre Brea Mall property
<b>Building Size:</b>	393,500 SF (Residential) 90,000 SF (Resort Style Fitness Center) 119,415 SF (Commercial)
<b>Applicant:</b>	Jocelyn Gubler for Simon Property Group 224 W. Washington Street Indianapolis, 46204.
<b>General Plan Designation:</b>	Regional Commercial
<b>Zoning Designation:</b>	Major Shopping Center (C-C) With A Precise Development (P-D) Overlay
<b>Adjacent Zoning</b>	
<b>North:</b>	MU-I (Mixed Use I) (across Birch Street)
<b>South:</b>	C-C (Major Shopping Center) (across State College Boulevard); C-G (Commercial General) (across Imperial Highway)
<b>West:</b>	P-F (Public Facilities), C-P (Commercial Professional), and C-G (Commercial General) (across Randolph Avenue)

<b>East:</b>	C-C (Major Shopping Center) (across State College Boulevard); R-2 (Multi-Family Residential) and C-G (Commercial General) (across SR-57)
<b>Site and Neighborhood Characteristics:</b>	The project site consists of 15.5-arces of land located at the southwest portion of the 74-acre Brea Mall. The site is surrounded by a mix of uses, including various offices, residential and commercial and public facility uses.
<b>Public Hearing Notices and Outreach:</b>	Legal Notice was published in the Brea Star Progress on April 20, 2023, and approximately 88 notices were sent to all property owners within a 500-foot radius of the subject property.



## SUBJECT PROPERTY AND VICINITY MAP

DATE: MAY 2, 2023

CASE NO:

ACCELA RECORD NO. PLN-2021-00008

ENVIRONMENTAL IMPACT REPORT NO. 2020-01

GENERAL PLAN AMENDMENT NO. 2020-01

ZONE CHANGE NO. 2020-01

DEVELOPMENT AGREEMENT NO. 2020-01

TENTATIVE PARCEL MAP NO. 2022-113

PRECISE DEVELOPMENT PLAN NO. 2020-02

CONDITIONAL USE PERMIT NOs.

2020-06; 2022-16; 2022-17; AND 2022-18

**DISCUSSION DRAFT**

**RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL  
TO:**

**CITY OF BREA  
1 CIVIC CENTER CIRCLE  
BREA, CALIFORNIA 92821  
ATTN: CITY CLERK**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

**DEVELOPMENT AGREEMENT NO. 2020-01  
REGARDING THE BREA MALL MIXED-USE PROJECT**

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and among Retail Property Trust, a Massachusetts business trust, Brea Mall S&S LLC, a Delaware limited liability company (collectively, "Owner") and the City of Brea, a California municipal corporation ("City").

**RECITALS**

1. Government Code Section 65864 *et seq.* (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.
2. Owner owns and manages certain real property located entirely within City commonly referred to as the Brea Mall. The Brea Mall is an approximately 73.8-acre regional mall, of which Owner owns 42.4 acres. Owner is proposing to redevelop 15.5 acres of its ownership, depicted and described in **Exhibit "A"** (the "Site") for a mixed use development as set forth in the Project Approvals, as defined in Recital 8, below.
3. In 1987, the City entered into a development agreement with Corporate Property Investors, the then-owner of the Brea Mall. The 1987 development agreement expired in 2007. City and Owner mutually desire to enter into a new Development Agreement.
4. City and Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.
5. On \_\_\_\_\_, 2023 the City Council adopted Resolution No. \_\_\_\_\_ certifying that the Brea Mall Mixed Use Project Final Environmental Impact Report, State Clearinghouse No. 2019080299 was prepared in accordance with the requirements of the California Environmental Quality Act and adequately describes the impacts of the Project, including consideration of this Agreement.

## **DISCUSSION DRAFT**

6. On \_\_\_\_\_, 2023, the City Council adopted Resolution No. \_\_\_\_ approving General Plan Amendment No. 2020-01 to change the General Plan land use designation for the Brea Mall, including the Site, from Regional Commercial to Mixed Use. On \_\_\_\_\_, 2023, the City Council adopted Ordinance No. \_\_\_\_, approving Zone Change No. 2020-01 to change the zoning of the Brea Mall, including the Site, from C-C Major Shopping Center Zone to Mixed Use I. Resolution No. \_\_\_\_ and Ordinance No. \_\_\_\_ and all attachments and exhibits thereto are hereby incorporated by this reference.
7. On \_\_\_\_\_, 2023, the City Council adopted Resolutions No. \_\_\_\_\_ approving the following entitlements for redevelopment of the Site: Precise Development Plan No. 2020-02; Conditional Use Permits Nos. 2020-06, 2022-16, 2022-17 and 2022-18 for a health fitness center, alcohol sales, parking standard modification, and a Sign Program; and Tentative Parcel Map No. 2022-113. Resolutions No. \_\_\_\_ and all attachments and exhibits thereto are hereby incorporated by this reference.
8. For purposes of this Agreement, approvals granted by Resolution Nos. \_\_\_\_\_ and Ordinance No. \_\_\_\_\_, are referred to herein as the “Project Approvals.”
9. On \_\_\_\_\_, 2023, the City Council adopted Ordinance No. \_\_\_\_\_ approving this Development Agreement between the City and Owner and finding this Agreement to be consistent with the City’s General Plan and Zoning Code, as amended by the Project Approvals, as that term is defined in this Agreement.
10. The terms and conditions of this Agreement have undergone extensive review by City staff and the City Council and have been found to be fair, just and reasonable. By electing to enter into this Agreement, the City agrees to bind future City Councils by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of the City; and further finds that the best interests of the citizens of the City and the public health, safety and welfare will be served by entering into this Agreement.
11. As set forth in the Project Approvals and this Agreement, development of the Site in accordance with this Agreement will further important policies and goals of the City, eliminate uncertainty in planning, provide for the orderly development of the Site, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and provide substantial community benefits that include but are not limited to: twenty-three (23) affordable housing units for income levels up to 65% of the area median income (“AMI”) and fifteen (15) workforce housing units for levels up to 120% of the AMI; greenspace and plaza areas within the redeveloped areas of the Brea Mall for civic and public uses, as well as a to-be-determined number of shared parking spaces for civic functions; new bicycle lane improvements; financial contribution for public benefit improvements; infrastructure improvements to circulation, storm drains, and sewers; and other promises and obligations found herein.

## ***DISCUSSION DRAFT***

12. Owner has incurred and will in the future incur substantial costs in order to assure development of the Site in accordance with this Agreement, and has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Site in accordance with this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Definitions.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“Agreement” means this Development Agreement.

“Annual Report” means the report submitted by Owner in accordance with Section 14 of this Agreement.

“City” means the City of Brea, a California municipal corporation.

“City Code” means the Brea City Code, as amended from time to time.

“City Council” means the City Council of the City of Brea.

“Development” means the improvement of the Site for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of public infrastructure and public facilities related to the Project whether located within or outside the Site; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

“Effective Date” shall mean the date that Ordinance No. \_\_\_\_\_ approving this Agreement becomes effective.

“Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Site. “Land Use Regulations” does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;

## ***DISCUSSION DRAFT***

- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of similar rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

“Owner” means Retail Property Trust, a Massachusetts business trust, and Brea Mall S&S LLC, a Delaware limited liability company, which together hold a legal or equitable interest in the Site that is the subject of this Agreement, and their permitted successors in interest to all or any part of the Site.

“Project” means the proposed Development of the Site.

“Project Approvals” means all of the Resolutions and Ordinances referenced in the Recitals to this Agreement.

“Site” means the real property that is the subject of the Project Approvals and as legally described in **Exhibit “A”** to this Agreement.

“Term” shall have the meaning ascribed to it in Section 6 below.

“Transfer” means any sale, lease, encumbrance or other transfer of all or any portion of the Project or any interest therein.

“Transferee” means any person who acquires an interest in the Site pursuant to a Transfer and agrees, or is deemed, to assume Owner’s obligations hereunder with respect to such interest.

**Section 2. Recitals.** The Recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

**Section 3. Interest of Owner.** Owner warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Owner have been duly authorized to do so.

**Section 4. Binding Effect of Agreement.** Owner hereby subjects the Project and the Site to the covenants, reservations, and restrictions as set forth in this Agreement. The City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each of Owner’s successors and assigns in title or interest to the Site. Each and every contract, deed, or other instrument hereinafter executed, covering, or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and

## **DISCUSSION DRAFT**

restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

The parties hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Owner and the future occupants of the Site, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which this Agreement is adopted.

**Section 5. Relationship of Parties.** It is understood that the contractual relationship between the City and Owner is such that the City and each Owner are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

**Section 6. Term of Agreement.** The initial term of this Agreement shall commence on the Effective Date and shall expire ten (10) years thereafter, unless extended. Subject to a maximum of two (2) extensions of five (5) years each (each being an "Extension Period"). As used in this Agreement, "Term" means the initial ten (10) year term plus any Extension Period approved in accordance with the following requirements: (i) Owner must submit an application for an Extension Period neither sooner than one hundred eighty (180) nor later than ninety (90) days prior to the expiration of the then current Term; (ii) each Extension Period must be approved by the City Council, which shall approve a request for an Extension Period if the City Council finds, in its reasonable discretion, that Owner has proceeded in good faith and remains in compliance with the terms of this Agreement; (iii) no Extension Period shall be approved to extend the Term beyond twenty (20) years in the aggregate.

**Section 7. Timing of Development.** Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure to provide for the timing of development resulted in a later adopted initiative restricting the timing of development, it is the parties' intent to avoid that deficiency by acknowledging and providing that Owner shall have the right (without obligation), subject to the provisions of this Agreement, to complete the Project in such order and at such rate and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

### **Section 8. Transfers and Assignments.**

A. Transfers. Owner shall have the right to sell, transfer or assign the Site in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code § 66410 *et seq.*) to any person, partnership, limited liability company, joint venture, firm or corporation ("Assignee") at any time during the Term of this Agreement without the prior consent of the City. Owner and Assignee shall execute and record an Assignment and Assumption Agreement, a copy of which shall be delivered to the City. Upon recordation of the Assignment and Assumption Agreement, Owner shall be released from its obligations with respect to such portion of, or interest in, the Project that was the subject of such Transfer.

## ***DISCUSSION DRAFT***

B. General Conditions Applicable to Transfers. Notwithstanding whether a Transferee has executed an Assignment and Assumption Agreement, upon a Transfer the Transferee shall be deemed to have assumed all Owner's obligations and to have been assigned all of Owner's rights under this Agreement, and will be deemed the Owner hereunder. This Agreement may only be transferred to a person or entity who acquires fee title to the Site or any portion of the Site. Notwithstanding anything herein to the contrary, in no event shall any Lender (as defined in Section 21 below) have any obligation under this Agreement unless and until such Lender purchases at a foreclosure sale, or accepts a deed in lieu of foreclosure, the portion of the Site that was subject to a mortgage.

C. Owner Affiliates. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement to an Owner Affiliate without notice to the City, or compliance with the notification provisions described in the preceding paragraphs A and B. An Owner Affiliate shall only mean the following: (i) any general or limited partnership in which Owner is the managing general partner; or (ii) any limited liability company in which Owner is the managing member.

**Section 9. General Rights, Standards, and Restrictions.** The following specific rights, standards, and restrictions shall apply to the Development and use of the Site pursuant to this Agreement:

A. Owner shall have the vested right to develop the Project on the Site in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control Development of the Site in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of Development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

**Section 10. Obligations of City.** In consideration of the benefits to the City arising from the Development of the Site and the entering into of this Agreement, the City agrees as follows:

A. City shall allow the Development of the Project as provided in Section 13, below.

B. With respect to any bonds or similar security (including letters of credit or cash) posted by Owner in connection with the Development of the Site in favor of the City, within sixty (60) days after completion or satisfaction of all requirements related to such bonds or other security and the respective Owner's request (or such earlier time as required by law), the City shall cause the release of such bonds.

## ***DISCUSSION DRAFT***

C. Based upon the Shared Parking Study, the City has approved a Conditional Use Permit which provides for modifications to the parking requirements under the City Code which modifications shall apply to the parking ratios for the entire Brea Mall, including the Project's residential and retail uses to be developed on the Site. The City shall apply a 4.0 space/1,000 sf for all non-residential uses on the Brea Mall (including retail, restaurant and service uses), and 1.55 spaces/dwelling unit for the proposed residential uses (591 spaces will be provided for 380 multifamily dwelling units).

D. Off premises signage shall be permitted along Randolph Avenue, as depicted in the Sign Program included in the Project Approvals provided such signage complies with the City's Land Use Regulations that are in effect as of the Effective Date, as set forth in greater detail in Section 13 below.

### **Section 11. Affordable Housing.**

A. Number of Affordable Units. Owner shall reserve thirty-eight (38) units or a number of units within the Project no less than 10 percent of the total residential units, whichever is greater, shall be reserved as affordable units, as multi-family or senior affordable housing units, in accordance with this Section 11 and applicable law. These units shall fulfill the City's 10 percent Inclusionary Affordable Housing requirement for the Project set forth at Chapter 20.40 of the City Code or any successor ordinance or regulation.

B. Affordability Restrictions. Owner agrees that it shall cause the affordable units to be income restricted per Health and Safety Code and rented at an affordable rent as defined and published by the California Tax Credit Allocation Committee ("CTCAC") of any successor thereto for a minimum of fifty-five (55) years following first occupancy. For the purposes of determining the maximum affordable rents, the following restrictions shall apply: (i) at least twenty-three (23) units shall be restricted to a maximum affordable rent up to 65% AMI for Orange County as determined and published annually by CTCAC for a family of a size appropriate to the unit; and (ii) at least fifteen (15) units shall be restricted to a maximum affordable rent up to 120% AMI for Orange County as determined and published annually by CTCAC for a family of size appropriate to the unit.

C. Local Preference. To the maximum extent permitted by applicable law, include all applicable fair housing laws and regulations, Owner shall implement a point system to afford preference for such units based on Brea residency and Brea employment substantially consistent with City's then-current Affordable Housing Guidelines for Brea City Code Chapter 20.40.

D. Affordable Housing Agreement. Prior to the issuance of the first building permit for the multi-family development, Owner shall enter into an Affordable Housing Agreement with the City, in a form subject to the approval of the City Attorney for the purpose of guaranteeing the affordability in compliance with this Section, which agreement must result in recorded covenants upon the property to assure affordable rents as required in this Section.

## ***DISCUSSION DRAFT***

### **Section 12. Owner's Contributions and Community Benefits.**

A. Owner will construct a 0.5-acre central green open space/public gathering space within the Site adjacent to the new retail and commercial uses, and a 0.3-acre plaza area (the "Green Space"), both of which will be made available on a non-exclusive basis without charge to the City six (6) times per calendar year for the benefit of the public, provided that:

i. Such use shall be subject to all applicable laws and not unreasonably conflict with Owner's operation of a first-class shopping center.

ii. The City shall ensure that its use does not materially and adversely impact access, ingress, and/or egress for pedestrians.

iii. The City's use shall be maintained by the City in a neat, clean and orderly condition.

iv. The City shall provide Owner with reasonable prior notice (in no event less than fifteen (15) days prior) of its desire to temporary utilize the Green Space for its exclusive use and such exclusive use shall be subject to availability and Owner's prior written approval, not to be unreasonably, withheld, conditioned, or delayed.

v. The City shall hold harmless, indemnify, and at Owner's option, defend Owner, its agents and employees, and mortgagee, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature to the extent arising or growing out City's gross negligence or intentional acts while utilizing the Green Space pursuant to this Section 12.A.

B. Owner will construct new, onsite bicycle lane improvements along the entire perimeter road of the Brea Mall which will provide connections to Birch Street, State College Boulevard, Randolph Avenue, and to the Civic Center which will benefit the City by providing multi-modal transportation options on the Site (see Multi-Modal Exhibit, attached as **Exhibit "B"**.)

C. Owner will enter into an agreement with the City to extend the shared parking arrangement/agreement to utilize One Hundred Fifty (150) spaces for employees and City special events on Owner's surface and structured parking areas within 1,500 linear (walking feet) of the Civic and Cultural Center (the "Parking Easement"), excluding the parking required for residential uses, for the term of this Agreement (including any extension period pursuant to Section 6 above), provided that (i) in no event shall vehicles be parked overnight within the area covered by the Parking Easement; and (ii) the City shall hold harmless, indemnify, and at Owner's option, defend Owner, its agents and employees, and mortgagee, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature to the extent arising or growing out City's gross negligence or intentional acts while utilizing the shared parking spaces pursuant to this paragraph.

## **DISCUSSION DRAFT**

D. Owner will contribute that portion of its fair share contributions to those future circulation and traffic improvements described in the Memorandum dated August 18, 2022 from LLG to the City included as **Exhibit “C”** remaining after either: (i) construction of the circulation improvements identified by the City to which the funds will be used; or (ii) seven (7) years in the event such improvements become infeasible. Owner agrees that the City may use this remainder, if any, for any other traffic improvements in the City.

E. Owner shall also provide at no cost to City those community benefits and contributions set forth in **Exhibit “D”**.

### **Section 13. Effect of City Regulations on Development of Project.**

A. Except as expressly provided in this Agreement, only those substantive and procedural requirements and provisions contained in City’s ordinances, specific plans, rules, and regulations, including, but not limited to, the City Code and any City imposed fees, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and Development of the Project and the Site.

B. All fees currently charged by the City in connection with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be no higher than those fees in effect at the Effective Date for a period of seven (7 ) years from the Effective Date, subject to the following requirements and limitations:

i. All City requirements associated with the City’s affordable housing requirements are being fully satisfied through the provision of the affordable units provided by the Project pursuant to the Project Approvals and this Agreement. No other fees or exactions shall be charged for Affordable Housing.

ii. All development impact fees for the retail and commercial Development shall be due prior to issuance of the certificate of occupancy for the redeveloped retail uses on the former Sears structure. All development impact fees for the residential Development shall be due prior to issuance of the first certificate of occupancy for the multifamily Development.

iii. Applications for Development of the Project shall be subject to the City’s applications fees in effect at the time of the relevant application. For these purposes, “application fee” refers only to fees attributable to recovery of cost and time spent by City staff to review and process development applications.

C. The provisions of this Section shall not preclude the application to the Development of the Project and the Site of those changes in City ordinances, regulations, plans, or specifications that are: (i) specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5 or any successor provision or provisions; (ii) required to ensure public safety and are made applicable throughout the City; or (iii) required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be

## ***DISCUSSION DRAFT***

modified or suspended or performance thereof delayed, to the extent necessary to comply with such changes in the law.

D. The provisions of this Section shall apply only to the Site and only to Development in accordance with the Project Approvals.

E. The City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City pursuant to state and federal law after the Effective Date.

**Section 14. Annual Review.** The City shall annually review the extent of good faith compliance by Owner with the terms of this Agreement. Owner shall file an annual report with the City indicating information regarding compliance with the terms of this Agreement no later than June 1 for the previous calendar year, commencing June 1, 2024.

### **Section 15. Indemnification and Legal Challenge.**

A. To the maximum extent permitted by law, Owner must defend, indemnify, and hold the City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of Owner's activities in connection with the Development and/or construction of the Project, and which may arise from the direct or indirect operations of Owner or those of Owner's contractors, agents, tenants, employees, or any other persons acting on Owner's behalf, which relate to the Development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project, including any associated public or private improvements.

B. Without limiting the generality of paragraph A, Owner shall also defend, indemnify, and hold the Indemnitees harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to any claims that Owner or Owner's contractors are required to pay prevailing wages pursuant to Labor Code Section 1720 et seq., in connection with the Development of the Project.

C. Without limiting the generality of paragraph A, in the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Code, or any other supporting document relating to the Project, Owner shall also indemnify, defend, and hold harmless the Indemnitees with respect to all liability, costs, and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action.

D. With respect to any legal action or claim falling within Owner's defense, indemnity, and hold harmless obligations, the City shall have the right to select counsel of its choice and the parties shall cooperate in the defense. Owner shall provide, and

## **DISCUSSION DRAFT**

maintain for the duration of such action or claim, a cash deposit to City in an amount or amounts determined by the City Attorney to be reasonably necessary to cover the City's legal fees, costs, and expenses. Owner shall not be entitled to a refund of funds expended from the deposit regardless of the outcome of the action or claim. The City shall refund to Owner any unexpended funds from the deposit within thirty (30) days of any final disposition or full and complete settlement of the action or claim.

E. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, Owner may elect to continue Development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

F. This Section shall survive this the expiration or earlier termination of this Agreement.

### **Section 16. Amendments.**

This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in Government Code Section 65868, *et seq.*, or successor provisions thereto.

### **Section 17. Enforcement.**

In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of the City within thirty (30) days after such notice is served on Owner, or if not corrected within such reasonable time as may be required to cure the breach or default if such breach or default cannot be cured within such thirty (30) days (provided that acts to cure the breach or default must be commenced within such thirty (30) days and must thereafter be diligently pursued by Owner), then the City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, the City may bring any action necessary to specifically enforce the obligations of Owner growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

### **Section 18. Event of Default.**

Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation, or statement made or furnished by Owner to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

## ***DISCUSSION DRAFT***

B. If a finding and determination is made by the City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by Owner of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

### **Section 19. No Waiver of Remedies.**

The City does not waive any claim of defect in performance by Owner if on periodic review the City does not enforce this Agreement. Nonperformance by Owner shall not be excused because performance by Owner of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than the City. Subject to the provisions of Section 22, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Agreement by the other party (subject to applicable notice and cure periods). No waiver by the City or Owner of any breach or default under this Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

**Section 20. City Not Liable For Damages.** It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorneys' fees in accordance with this Agreement, the City shall not be liable in damages to Owner, or to any assignee, transferee, or any other person, and Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

- A. For any breach of this Agreement;
- B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;
- C. Arising out of or connected with any dispute, controversy, or issue regarding the application or interpretation or effect of the provisions of this Agreement; or
- D. For any injury to or interference with the rights of Owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

**Section 21. Rights of Lenders Under this Agreement.** Should Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of such encumbrance or lien shall have the right at any time during the Term of this Agreement and the existence of such encumbrance or lien to:

- A. Do any act or thing required of Owner under this Agreement, or cure any default of Owner under this Agreement within the time limits set forth in this Agreement,

## **DISCUSSION DRAFT**

and any such act or thing done or performed by Lender or cure shall be as effective as if done by Owner;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

C. Transfer, convey or assign the title of Owner to the Site to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, the City shall consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by Owner hereunder.

**Section 22. Notice to Lender.** The City shall give written notice of any default or breach under this Agreement by Owner to Lender (if known by the City) simultaneously with such notice of default the City gives to Owner and afford Lender the opportunity after receipt of service of the notice to:

A. Cure the breach or default within thirty (30) days after service of such notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of such notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after such notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of such notice of default on Lender by the City and are thereafter diligently continued by Lender.

**Section 23. Action by Lender.** Notwithstanding any other provision of this Agreement, a Lender may forestall any action by the City for a breach or default under the terms of this Agreement by Owner by commencing proceedings to foreclose its encumbrance or lien on the Site. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall

## **DISCUSSION DRAFT**

not, however, forestall any such action by the City for the default or breach by Owner unless:

A. They are commenced within thirty (30) days after service on Owner (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and

C. Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

**Section 24. Notice.** Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto. A courtesy copy may be delivered by e-mail, but service of a notice shall be deemed complete on the date of deposit in certified mail.

To Owner.:	The Retail Property Trust Brea Mall S&S, LLC 225 West Washington Street Indianapolis, IN 46204-3438 Attn: General Counsel
With a copy to:	Simon 225 West Washington Street Indianapolis, IN 46204-3438 Attn: General Counsel
With a copy to:	Manatt Phelps & Phillips, LLP 695 Town Center Drive, Suite 1400 Costa Mesa, CA 92626 Attn: Susan K. Hori shori@manatt.com
To City:	City of Brea 1 Civic Center Circle Brea, California 92821 Attention: City Manager
With a copy to:	Richards, Watson & Gershon 1 Civic Center Circle P.O. Box 1059

## **DISCUSSION DRAFT**

Brea, California 92822-1059  
Attention: Brea City Attorney

**Section 25. Attorneys' Fees.** In any proceedings arising from the enforcement of this Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

**Section 26. Binding Effect.** This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

**Section 27. Applicable Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Orange, California.

**Section 28. Partial Invalidity.** If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

**Section 29. Recordation.** The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Orange within ten (10) business days following the Effective Date. Upon the expiration or termination of this Agreement and the request of Owner, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is of no further force or effect.

**Section 30. Force Majeure.** In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section.

**Section 31. Integrated Agreement.** This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

**Section 32. Time of Essence.** Time is of the essence in every provision hereof in which time is a factor.

## **DISCUSSION DRAFT**

**Section 33. Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between the City and Owner. Refinements to the Project during implementation and Development may require clarifications of this Agreement to ensure proper implementation of this Agreement and/or the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such clarifications, the parties may effectuate such actions, or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless otherwise required by this Agreement or applicable law. The City Manager shall be authorized, after consultation with and approval of Owner, to determine whether a requested clarification or implementing action: (i) may be effectuated pursuant to this Section and is consistent with the intent and purpose of this Agreement and the Project Approvals; or (ii) is of the type that would constitute an amendment to this Agreement. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

**Section 34. Authority of City Manager.** Any consent, approved or other instrument described in this Agreement may be granted, given or executed by the City Manager or designee on behalf of the City and the City Manager or designee shall be authorized to take any other action on behalf of the City without the need for further authorization from the City Council; provided, however that, notwithstanding the foregoing, the City Manager or designee may, in his or her sole discretion, refer to the City Council any item for which the City Manager or designee has authority to act hereunder.

**Section 35. Conflicts of Interest; Prohibited Interests.** Owner warrants and maintains as of the Effective Date of this Agreement that it has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Owner. If any information regarding an officer or employee of the City having an interest in this transaction or in the business of Owner as of the Effective Date of this Agreement comes to the knowledge of Owner at any time during the Term of this Agreement, Owner shall immediately make a complete, written disclosure of such interest to the City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws. If the City subsequently is provided information that Owner had knowledge but failed to disclose knowledge of any such interest, and Owner fails to acknowledge such interest within 14 days of notification by the City, Owner's failure shall constitute a breach of the Agreement subject to the provisions of Section 17 of this Agreement.

**Section 36. Cooperation.** Each of the parties shall cooperate with and provided reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement.

**Section 37. Corporate Authority.** Each person executing this Agreement on behalf of Owner warrants that he or she is duly authorized to execute this Agreement on behalf of

**DISCUSSION DRAFT**

Owner and that by his or her execution, Consultant is formally bound to the provisions of this Agreement.

**Section 38. Counterparts.** This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

*[Signature Block Appears on the Following Page]*

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

**CITY:**

CITY OF Brea  
a Municipal Corporation

**OWNER:**

RETAIL PROPERTY TRUST  
a Massachusetts business trust

By: \_\_\_\_\_  
Cecilia Hupp  
Mayor

By: \_\_\_\_\_  
[NAME]  
[TITLE]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BREA MALL S&S LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Lillian Harris-Neal  
City Clerk

By: \_\_\_\_\_  
[NAME]  
[TITLE]

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Terence R. Boga  
City Attorney

***DISCUSSION DRAFT***

**LIST OF EXHIBITS TO THE DEVELOPMENT AGREEMENT**

Exhibit “A” – Depiction of the “Site”

Exhibit “B” - Multi-Modal Exhibit

Exhibit “C” – Memorandum dated August 18, 2022 from LLG to the City of Brea re Traffic Improvements

Exhibit “D” – Owner’s Contribution and Community Benefits

## **DISCUSSION DRAFT**

### **EXHIBIT "D"**

#### **Owner's Contribution and Community Benefits - Section 12.E.**

##### **Police Department**

- Acquisition and installation of City-approved radio repeater within the portions of Brea Mall owned by Developer. Alternatively, reliable, high-speed and secure Wi-Fi could be accepted. Developer will complete the installation of the radio repeater no later than December 31, 2024.

##### **Public Works Department**

- Acquisition and installation of adaptive traffic system signals on Randolph Avenue.
- Construction and installation of catch basin inserts on all storm drain catch basins along Randolph Avenue (from Imperial Highway to Birch St), along Birch Street (from Randolph Ave to State College Blvd), and on State College Blvd (from Birch St to Imperial Highway)
- Payment in lieu for four (4) sanitary sewer monitoring devices (smart covers)

##### **Community Services Department**

- \$1 million contribution to the City, separate from required impact fees (Quimby, Fire, etc.) to be used to construct public benefit improvements which may support the City of Brea
- Payment of 100% of the Art in Public Places fee
- Owner will work with the City to identify an alternative location for re-installing the *La Lune* sculpture, with re-location, installation, and maintenance cost covered by Owner

##### **Economic Development Department**

- Owner will use reasonable efforts to negotiate, in good faith, an agreement to lease real property to the City for the construction and operation of up to three (3) freeway orientated pylon signs. Owner and the City mutually agree that the final lease agreement should conform to the following basic provisions.
  - Annual rent will not exceed one dollar (\$1.00), and the City will be responsible for obtaining any and all permits and approvals from other public agencies, including but not limited to any necessary modification or extinguishment of any public rights-of-way and Caltrans easements, and obtaining Caltrans approval if required, to support both on premise and off-premise advertising. Owner will cooperate with, assist, and pay all reasonably necessary costs for the City to obtain all such permits and

## ***DISCUSSION DRAFT***

approvals. Owner will bear costs for constructing the signage, which will become improvements to the real property.

- The City will maintain sole control over the sale and content of advertising displayed of the signage subject to the limitations below and as determined by the parties in the lease agreement; provided that the City will notify Owner in advance of any new content and, to the extent permitted by applicable law, not allow advertising content that is noxious or materially detrimental to Owner's reasonable commercial purposes. The City will share the net income generated by advertising displays with Owner, provided that the City will in no event receive less than a majority share.
- Notwithstanding the mutual intent of Owner and City to enter into a lease agreement, these lease provisions will not be legally binding on either party unless included in a final, definitive lease agreement. Owner acknowledges and agrees that further administrative and environmental review may be required and that the City Council will retain sole and absolute discretion whether to approve a final lease agreement or to take any further legislative action necessary for construction and operation of the signage.

**Brea Mall Mixed-Use Project Final EIR and Appendices**

The Final EIR and appendices for Brea Mall Mixed-Use Project can be viewed at these weblinks:

[Brea Mall Mixed-Use Project Final EIR](#)

[Brea Mall Mixed-Use Project Final EIR Appendices – Title through E](#)

[Brea Mall Mixed-Use Project Final EIR Appendices – F through I2](#)

[Brea Mall Mixed-Use Project Final EIR Appendices – J through P](#)

**Brea Mall Mixed-Use Project Final EIR Responses to Comments**

The responses to comments for the Brea Mall Mixed-Use Project can be viewed at this weblink:

[Brea Mall Mixed-Use Project Final EIR – Response to Comments](#)

Appendices

**Appendix O: Mitigation Monitoring and Reporting  
Program**



## Appendices

*This page intentionally left blank.*



September 2022 | Mitigation Monitoring and Reporting Program  
State Clearinghouse No. 2019080299

# BREA MALL MIXED USE PROJECT

for City of Brea

*Prepared for:*

**City of Brea**

Contact: Joanne Hwang, AICP, City Planner  
1 Civic Center Circle  
Brea, California 92821  
714.990.7674

*Prepared by:*

**PlaceWorks**

Contact: Nicole Vermilion, Principal  
3 MacArthur Place, Suite 1100  
Santa Ana, California 92707  
714.966.9220  
info@placeworks.com  
www.placeworks.com





## Table of Contents

<b>Section</b>	<b>Page</b>
<b>1. INTRODUCTION.....</b>	<b>1</b>
1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM.....	1
1.2 PROJECT LOCATION .....	1
1.3 PROJECT DESCRIPTION.....	2
1.4 ENVIRONMENTAL IMPACTS.....	3
<b>2. MITIGATION MONITORING REQUIREMENTS .....</b>	<b>5</b>
2.1 CATEGORIZED MITIGATION MEASURES/MATRIX .....	5
<b>3. REPORT PREPARATION.....</b>	<b>25</b>
3.1 LIST OF PREPARERS.....	25

Table of Contents

*List of Tables*

<b>Table</b>		<b>Page</b>
Table 1	Brea Mall Mixed Use Project Land Use Summary .....	2
Table 2	Mitigation Monitoring Requirements .....	7

# **1. Introduction**

---

## **1.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM**

This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Draft Environmental Impact Report (DEIR), State Clearinghouse No. 2019080299. The Mitigation Monitoring and Reporting Program has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Brea Monitoring Requirements. Section 21081.6 states:

- (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
  - (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
  - (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

## **1.2 PROJECT LOCATION**

The project site is developed as the existing Brea Mall, at 1065 Brea Mall, City of Brea, and encompasses approximately 74 acres in northeast Orange County. The project site consists of the following Accessor's Parcel Numbers (APNs): 319-101-26, -37, -62, -63, -64, -71, -73, -75, -76, -79, -80, and 319-103-22. The project site is surrounded by commercial and residential uses and is bounded by East Birch Street to the north, the City of Brea City Hall and Embassy Suites by Hilton to the northwest, State College Boulevard to the east, Imperial Highway (State Route 90) to the south, and South Randolph Avenue to the west. The City of Brea is bordered by the cities of La Habra to the northwest; Fullerton to the southwest and south; Placentia to the south; Yorba Linda to the southeast and east; unincorporated Orange County to the east, northeast, and north; Chino Hills (San Bernardino County) to the northeast; and unincorporated Los Angeles to the northeast.

# 1. Introduction

## 1.3 PROJECT DESCRIPTION

As a result of the recent acquisition of the Sears parcel, the Simon Property Group (Simon Properties, or Applicant) is proposing redevelopment of the Sears parcel and adjoining transition areas adjacent to Nordstrom and Macy's on the southwest portion of the Brea Mall. The proposed redevelopment would be up to 15.5 acres. The proposed project involves demolishing the now-closed Sears department store and associated auto center (161,990 square feet) and approximately 7.42 acres of surface parking in order to allow a mix of uses—including retail, new restaurants, for-rent residential apartments, a resort-type fitness center, and an outdoor gathering space (large “central green” and plaza). Table 1, *Brea Mall Mixed Use Project Land Use Summary*, provides a summary of the existing and proposed square footages of the site.

**Table 1 Brea Mall Mixed Use Project Land Use Summary**

Tenant	Existing Commercial Square Feet <sup>1</sup>	Demolition Commercial Square Feet	New Construction Square Feet	Total Brea Mall Square Feet (SF)
<b>Major Department Stores</b>				
Sears	161,990	-161,990	—	0
Macy's <sup>2</sup>	182,360	—	—	182,360
Nordstrom	176,540	—	—	176,540
JC Penney	135,800	—	—	135,800
Macy's Men <sup>3</sup> & Home	192,060	—	—	192,060
<b>Major Department Stores</b>	<b>848,750</b>	<b>-161,990</b>	<b>0</b>	<b>686,760</b>
<b>Other Commercial</b>				
Lifestyle Fitness Center <sup>4</sup>	0	—	90,000	90,000
Non-Anchor Mall Retail	432,514	—	69,415	293,937
Sporting Goods	0	—	50,000	254,992
<b>Total Other Commercial</b>	<b>432,514</b>	<b>0</b>	<b>209,415</b>	<b>641,929</b>
<b>Outlots</b>				
Cheesecake Factory Outlot	10,169	—	—	10,169
<b>Total Mall</b>	<b>1,291,433</b>	<b>-161,990</b>	<b>209,415</b>	<b>1,338,858</b>
<b>Non-Residential Net Change from Existing</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>47,425 SF</b>
<b>Residential</b>				
Residential Building Units	—	—	380	380
Residential Square Feet <sup>5</sup>	—	—	393,500	393,500
<b>Net Change from Existing</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>380 units</b>

**Notes**

<sup>1</sup> Since the NOP, tenant improvements at Brea Mall have resulted in a decrease in GLA by 8,914 square feet. This EIR analyzes a maximum of 1,376,858 square feet at buildout; and therefore, modeling is conservative. In addition, the net change in GLA remains the same.

<sup>2</sup> Macy's owns the buildings occupied by Red Lobster and Olive Garden; therefore, the commercial square footage for Macy's includes these restaurants. BJ's is not owned by Simon or the other retail anchors; therefore, the square footage for this outlot is not included in this table.

<sup>3</sup> Owned by Macy's occupied by Macy's Mens, Children, & Home.

<sup>4</sup> While project applicant proposes a 90,000-square-foot fitness center, the technical studies evaluated a fitness center of 128,000 square feet. Therefore, modeling in the EIR is conservative as it analyzed a larger fitness center.

<sup>5</sup> The residential building square footage is based on the gross square footage under the California Building Code and includes the residential floors and leasing. The technical studies evaluated a 383-unit residential building; and therefore, modeling is conservative.

## 1. Introduction

### 1.4 ENVIRONMENTAL IMPACTS

#### 1.4.1 Impacts Considered No Impact or Less Than Significant

The EIR identified various thresholds from the CEQA Guidelines among a number of environmental categories that would not be significantly impacts by the proposed project in Chapter 5, *Environmental Analysis*, and Chapter 8, *Impacts Found Not to Be Significant*, and therefore, did not require mitigation. Impacts to the following environmental resources were found to be less than significant or no impact:

- Aesthetics
- Agriculture and Forestry Resources
- Biological Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Utilities and Service Systems
- Wildlife

#### 1.4.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

The EIR concluded that the proposed project could result in one or more potentially significant impacts in the following topic areas:

- Air Quality
- Cultural and Paleontological Resources
- Hazards and Hazardous Materials
- Tribal Cultural Resources

However, the EIR also found that these impacts would be reduced, avoided, or substantially lessened through the implementation of mitigation measures, which are listed in Table 2, *Mitigation Monitoring Requirements*.

#### 1.4.3 Unavoidable Significant Adverse Impacts

The following impact would remain significant and unavoidable after implementation of required mitigation, as identified in the EIR:

- Transportation (safety hazards on Imperial Highway)

## 1. Introduction

*This page intentionally left blank.*

## 2. Mitigation Monitoring Requirements

---

### 2.1 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific mitigation measures (MM) and plans, programs, and policies (PPPs) have been categorized in matrix format, as shown in Table 2. The matrix identifies the environmental factor, specific mitigation measures, schedule, and responsible monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures.

## 2. Mitigation Monitoring Requirements

*This page intentionally left blank.*

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<b>AESTHETICS</b>					
PPP AES-1	The proposed project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Municipal Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.	Project Applicant	Prior to issuance of building permits.	City of Brea Planning Division	
PPP AES-2	For parking areas, the proposed project is required to maintain an equivalent of one foot candle of illumination on the average throughout the parking area. The lighting is required to be on a time-clock or photo-sensor system. The lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line shall be permitted in accordance with Municipal Code Section 20.08.040(C)(5), Lighting.	Project Applicant	Prior to issuance of building permits and during operation.	City of Brea Planning Division	
PPP AES-3	All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises in accordance with Municipal Code Section 20.220.040(L), Lighting. Lighting for nonresidential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in compliance with Section 20.08.040 (C)(5).	Project Applicant	Prior to issuance of building permits and during operation.	City of Brea Planning Division	
PPP AES-4	Signs shall be located in a manner to assure that sight distance is not impaired at all locations for vehicular traffic to and from the premises, in accordance with Municipal Code Section 20.28, Signs. Amendments to the existing signage program for erections of a new sign at the Mall entrance requires review of the Planning Commission to ensure that its size, location, movement, content, coloring, or manner of illumination, does not constitute a traffic hazard or a detriment to traffic safety by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device, or by diverting or tending to divert the attention of drivers of moving vehicles from the traffic movement on the public streets and highway.	Project Applicant	Prior to issuance of building permits.	City of Brea Planning Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP AES-5	Loading areas. Loading areas for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with subsections 20.236.040. E, Walls and Fences, and 20.220.040. F, Fences, Walls, and Hedges, and subparagraph K. Screening and buffering standards Loading areas shall be compatible in architectural design and details with the overall project. The location and design of loading areas shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (I)(3) Loading Areas.	Project Applicant	Prior to issuance of building permits.	City of Brea Planning Division	
PPP AES-6	Recycling and refuse storage facilities for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with Section 20.236.040.E. Walls and Fences, and 20.220.040.F, Fences, Walls, and Hedges, and subparagraph K, Screening and buffering standards. Recycling and refuse storage facilities for nonresidential uses should be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (J) Recycling and refuse storage facilities standards.	Project Applicant	Prior to issuance of building permits.	City of Brea Planning Division	
<b>AIR QUALITY</b>					
PPP AIR-1	New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building and Energy Efficiency Standards were effective starting on January 1, 2017, and the 2019 Building and Energy Efficiency Standards will become effective January 1, 2020. The Building Energy and Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030.	Project Applicant	Prior to construction and issuance of building permits.	City of Brea Building and Safety Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP AIR-2	New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new nonresidential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).	Project Applicant	Prior to issuance of building permits.	City of Brea Building and Safety Division	
PPP AIR-3	Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.	Construction contractor	During construction activities	City of Brea Building and Safety Division	
PPP AIR-4	Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following: <ul style="list-style-type: none"> <li>• Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.</li> <li>• Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."</li> <li>• Rule 1113, which limits the volatile organic compound content of architectural coatings</li> </ul>	Construction contractor	During construction activities	City of Brea Building and Safety Division	
AQ-1	The construction contractor(s) shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (USEPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to construction, the project engineer shall ensure that all plans clearly show the requirement for USEPA Tier 4 emissions standards for	Construction contractor	Prior to construction and during construction activities	City of Brea Building and Safety Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.				
<b>CULTURAL AND PALEONTOLOGICAL RESOURCES</b>					
PPP CUL-1	Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.	Qualified Archaeologist and Project Applicant	Prior to issuance of grading permits and during construction activities	City of Brea Planning Division	
PPP CUL-2	The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation, or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.	Qualified Archaeologist and Project Applicant	Prior to issuance of grading permits and during grading/construction activities	City of Brea Planning Division	
PPP CUL-3	Adverse impacts to paleontological resources from developments on public (state, county, city, and district) lands require reasonable mitigation. (PRC Section 5097.5)	Qualified Archaeologist and Project Applicant	Prior to issuance of grading permits and during construction activities	City of Brea Planning Division	
PPP CUL-4	If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)	Tribal Monitor, Qualified Archaeologist, and Project Applicant	During site-grading activities	City of Brea Planning Division, Project Applicant	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
CUL-1	Prior to issuance of grading permits, a qualified archaeological monitor shall be identified to be on call during ground-disturbing activities. If archaeological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified archaeologist shall be consulted to determine whether the resource requires further study. The archaeologist shall make recommendations to the City of Brea to protect the discovered resources. Archaeological resources recovered shall be provided to an accredited museum such as the John D. Cooper Center in Fullerton or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.	Qualified Archaeologist and Project Applicant	Prior to issuance of grading permits and during construction activities	City of Brea Planning Division	
CUL-2	Prior to construction, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.	Qualified Paleontologist and Project Applicant	Prior to construction or during construction activities	City of Brea Planning Division	
<b>ENERGY AND GREENHOUSE GAS EMISSIONS</b>					
PPP E-1 PPP GHG-1	New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building Energy Efficiency Standards were effective starting January 1, 2017. The 2019 Building Energy Efficiency Standards will become effective on January 1, 2020. The Building Energy Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and non-residential buildings by 2030.	Project Applicant	Prior to issuance of building permits.	City of Brea Engineering Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP E-2 PPP GHG-2	New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).	Project Applicant	Prior to issuance of building permits.	City of Brea Building and Safety Division	
PPP E-3 PPP GHG-3	California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).	Project Applicant	Prior to issuance of building permits and during construction.	City of Brea Engineering Department	
PPP E-4 PPP GHG-4	Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.	Project Applicant	Prior to issuance of building permits and during construction.	City of Brea Building and Safety Division	
PPP E-5 PPP GHG-5	New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.	Project Applicant	Prior to issuance of building permits.	City of Brea Building and Safety Division	
<b>HAZARDS AND HAZARDOUS MATERIALS</b>					
PPP HAZ-1	Any project-related hazardous materials and hazardous wastes will be transported to and/or from the project site in compliance with any applicable state and federal requirements, including the US Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.	Project Applicant and Project Construction Contractor	Prior to issuance of a grading permit.	Orange County Environmental Health Department	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP HAZ-2	Any project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Department, which is the designated Certified Unified Program Agency and which implements state and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Aboveground Storage Tank Program, and (5) Underground Storage Tank Program.	Project Applicant and Project Construction Contractor	During construction and operations	Orange County Environmental Health Department	
PPP HAZ-3	Any project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to: <ul style="list-style-type: none"> <li>• South Coast Air Quality Management District's Rule 1403</li> <li>• California Health and Safety Code (Section 39650 et seq.)</li> <li>• California Code of Regulations (Title 8, Section 1529)</li> <li>• California Occupational Safety and Health Administration regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])</li> <li>• Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])</li> </ul>	Project Applicant and Project Construction Contractor	During construction and operations	Orange County Environmental Health Department	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP HAZ-4	The removal of other hazardous materials, such as polychlorinated biphenyls (PCBs), mercury-containing light ballast, and mold, will be completed in accordance with applicable regulations pursuant to 40 CFR 761 (PCBs), 40 CFR 273 (mercury-containing light ballast), and 29 CFR 1926 (molds) by workers with the hazardous waste operations and emergency response (HAZWOPER) training, as outlined in 29 CFR 1910.120 and 8 CCR 5192.	Project Applicant and Project Construction Contractor	During construction and operations	Orange County Environmental Health Department	
PPP HAZ-5	Any project-related new construction, excavations, and/or new utility lines within 10 feet or crossing existing high-pressure pipelines, natural gas/petroleum pipelines, or electrical lines greater than 60,000 volts will be designed and constructed in accordance with the California Code of Regulations (Title 8, Section 1541).	Project Applicant and Project Construction Contractor	Prior to issuance of building permits and during construction	City of Brea Building and Safety, Engineering Division	
PPP HAZ-6	As part of the project review process, the City of Brea Police Department may require approval of an Emergency Evacuation and Response Plan in the event of an emergency at Brea Mall to address emergency response and access. Additional design features to address the City of Brea Police Department's service standards will be incorporated as conditions of approval for the project.	Project Applicant and City of Brea Police Department	Prior to issuance of building permits	City of Brea Police Department	
HAZ-1	Prior to issuance of grading permits, the project applicant shall prepare a soil management plan (SMP) to ensure safe and appropriate handling, transportation, offsite disposal, reporting, oversight, and protocols used during construction to protect the health and safety of workers and future residents. The SMP shall be submitted to the City prior to issuance of a grading permit. The plan shall establish methodology and procedures to perform additional testing during grading if unknown hazardous materials are encountered and prior to grading for the soil stockpile. If additional contamination is discovered during grading activities, grading within that area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up remedial measures are implemented in accordance with the soil management plan so that the area is suitable for grading activities to resume. If hydrocarbon impacted soil is encountered soil samples shall be collected and analyzed for total petroleum hydrocarbons (TPH) by	Project Applicant and geologist	Prior to issuance of grading permits	City of Brea Planning Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	the Environmental Protection Agency (USEPA) Method 8015M and volatile organic compounds (VOCs) by EPA Method 8260B. TPH results shall be compared to Orange County Health Care Agency (OCHCA) TPH cleanup standards and VOCs shall be compared to screening levels as outlined in Department of Substances Control (DTSC) Human Health Risk Assessment Note No. 3 or EPA Regional Screening Levels (RSLs). Both DTSC and EPA RSLs are updated yearly and the most recent levels shall be used. If levels encountered are above the outlined screening levels, the OCHCA shall be notified. If, soil remediation and/or export of hazardous materials is required, soil remediation must be performed in accordance with the appropriate agency requirements (Regional Water Quality Control Board, DTSC, South Coast Air Quality Management District).				
<b>LAND USE AND PLANNING</b>					
PPP LU-1	As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project.	Project Applicant	Prior to issuance of building permits. During construction and operational activities	City of Brea Planning Division	
<b>NOISE</b>					
PPP NOI-1	Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays.	Project Applicant	During construction activities	City of Brea Building and Safety Division	
PPP NOI-2	The project will comply with City of Brea's stationary exterior noise standards summarized above in Table 5.8-3.	Project Applicant	During operation	City of Brea Building and Safety Division	
PPP NOI-3	The project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor.	Project Applicant	During operation	City of Brea Building and Safety Division	
PPP NOI-4	The residential development will comply with the California Building Code (CBC), Title 24, Part 2, Volume 1, Chapter 12, Interior Environment, Section 1207.11.2, Allowable Interior Noise Levels. Non-residential development will comply with the CBC, Title 24, Building Standards Administrative Code, Part 11, CALGreen.	Project Applicant	During operation	City of Brea Building and Safety Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP NOI-5	Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. in accordance with Section 20.258.030 (H)(1) Hours of Operation.	Project Applicant	During operation	City of Brea Planning Division, Police Department	
PPP NOI-6	The covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week in accordance with Section 20.258.030 (H)(3) Loading and Unloading Activities.	Project Applicant	During operation	City of Brea Planning Division	
PPP NOI-7	Residents of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4) Noise Notification.	Project Applicant	Prior to issuance of an occupancy permit. During leasing.	City of Brea Planning Division, Project Applicant	
PPP NOI-8	Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards in accordance with Section 20.258.030 (H)(6) Sound Mitigation.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	
PPP NOI-9	Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.	Project Applicant	Prior to issuance of a building permit and during operation	City of Brea Building and Safety Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
<b>POPULATION AND HOUSING</b>					
No Mitigation Measures or Plans, Programs, and Policies are applicable.					
<b>PUBLIC SERVICES</b>					
PPP PS-1	New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).	Project Applicant	Prior to issuance of a building permit.	City of Brea Fire Department	
PPP PS-2	The retail and residential buildings shall have required fire protection systems installed (fire sprinkler, fire alarm, standpipes, etc.) as required under the currently adopted California Fire Code, National Standards and adopted ordinances.	Project Applicant	Prior to issuance of a building permit	City of Brea Fire Department	
PPP PS-3	The residential building(s) shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems at the exterior of the building. The radio coverage system shall comply with the Brea Fire Department guidance document.	Project Applicant	Prior to issuance of a building permit	City of Brea Fire Department	
PPP PS-4	Submit a Fire Master Plan to the Brea Fire Department to Brea FD for review and approval. At time of submittal, the FMP shall include the fire department access road, location of existing and proposed public fire hydrants, required automatic wet standpipes, fire lane marking, hose pulls that extend to within 150 feet of all portions of the exterior walls, fire flow requirements based on construction type and total square footage of building.	Project Applicant	Prior to issuance of a building permit	City of Brea Fire Department	
PPP PS-5	The project applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).	Project Applicant	Prior to issuance of a building permit.	City of Brea Building and Safety Division	
PPP PS-6	The project will be designed, built, and operated in accordance with the City of Brea's Municipal Code Chapter 15.08 Building Code and Chapter 16.04 Brea Fire Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division and Fire Department	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP PS-7	Provide an emergency response plan with a site map showing emergency access points and detail on security, evacuation routes and procedures, assembly points, emergency exits, fire alarm stations, location of emergency contacts shall be submitted for review and approval by the Police Department prior to final occupancy. The Police Department shall verify compliance prior to building occupancy.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-8	Plans shall reflect that all restricted access points in the residential building have a full access Knox Box at points of entry, including interior hallways. The site plan and floor plan for the residential building shall identify restricted access points. The Police Department shall verify compliance prior to building occupancy.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-9	Provide details on the approach for overall safety and security of the day-to-day operation, during special events and high-peak seasonal periods. Detail should include specifics on surveillance, security lighting, resident safety, traffic management, vehicle and pedestrian circulation, operating hours, overnight activities, management of temporary events and/or general programming of special events.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-10	Provide details on implementation of security measures to protect open air pedestrian areas with devices to prevent vehicles from entering the area for security measures.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-11	Funding will be required in connection with the City's fiber optic system along with funding for our citywide Camera system for the "project area" and ALL ingress/egress points at the Brea Mall; this also includes installation of high-definition PTZ video cameras and fixed mounted ALPRs.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-12	Install radio repeater inside the Brea Mall.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-13	Provide access to and funding for the interface of Brea Mall Security CCTV system to the Brea Police Department ICC.	Project Applicant	Prior to issuance of a building permit	City of Brea Police Department	
PPP PS-14	Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP PS-15	Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.	Project Applicant	Prior to issuance of a building permit	City of Brea Building and Safety Division	
<b>RECREATION</b>					
PPP REC-1	New development is required to fund park and recreational development and improvements through the payment of park development fees.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division	
PPP REC-2	The proposed project includes installation of Class II bike lanes and/or sharrow bike lanes on the "ring road" and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division	
<b>TRANSPORTATION</b>					
PPP TRAF-1	The proposed project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 966). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees serve to offset or mitigate the cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division	
PPP TRAF-2	Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval by the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division	
PPP TRAF-3	As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan for construction and operational activities to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project	Project Applicant in coordination with the City of Brea Planning Division, Engineering Division and Police Department	Prior to issuance of an occupancy permit	City of Brea Planning Division, Engineering Division, and Police Department	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP TRAF-4	The proposed project includes installation of Class II bike lanes and/or sharrow bike lanes on the “ring road” and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project.	Project Applicant	Prior to issuance of an occupancy permit	City of Brea Engineering Division	
PPP TRAF-5	The proposed project would include improvements to State College Boulevard between the intersections of Imperial Highway and Brea Mall South. The project would be required to make minor modifications to the existing center median island between Imperial Highway and Brea Mall South and restripe the No. 1 southbound travel lane into a “trap” left-turn lane leading directly to the left-turn pocket at Imperial Highway. As a result, the left-turn storage for the State College and Imperial Highway intersection would consist of one left-turn lane of approximately 260 feet in length and the second left-turn lane of approximately 625 feet in length.	Project Applicant in coordination with the City of Brea Planning Division, and Engineering Division	Prior to issuance of a building permit	City of Brea Planning Division and Engineering Division	
<b>TRIBAL CULTURAL RESOURCES</b>					
PPP TCR-1	Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.	Tribal Monitor, Qualified Archaeologist, and Project Applicant	During site-grading activities	City of Brea Planning Division, Project Applicant	
TCR-1	Prior to the commencement of any ground disturbing activity at the project site, the project applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation—the tribe that consulted on this project pursuant to Assembly Bill 52 (the “Tribe” or the “Consulting Tribe”)—and in concurrence with the City of Brea as the CEQA lead agency. A copy of the executed contract shall be submitted to the City of Brea Planning and Building Department prior to the issuance of any permit necessary to commence a ground-disturbing activity. <ul style="list-style-type: none"> <li>The Tribal monitor shall only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities</li> </ul>	Tribal Monitor, Qualified Archaeologist, and Project Applicant	During site-grading activities	City of Brea Planning Division, Project Applicant	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	<p>that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area.</p> <ul style="list-style-type: none"> <li>The Tribal Monitor shall complete daily monitoring logs that provide descriptions of the day's activities, including construction activities, locations, soil, and any cultural materials identified.</li> <li>The on-site monitoring shall be concluded when all ground-disturbing activities on the project site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the project site have little to no potential for impacting Tribal Cultural Resources.</li> </ul>				
TCR-2	<p>If tribal cultural resources are inadvertently discovered during ground disturbing activities for this project. The following procedures will be carried out for treatment and disposition of the discoveries:</p> <ul style="list-style-type: none"> <li>Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed.</li> <li>All Tribal Cultural Resources unearthed by project activities shall be evaluated by the qualified archaeologist and Tribal monitor approved by the Consulting Tribe. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes.</li> <li>If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health &amp; Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).</li> <li>Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to</li> </ul>	Archaeological Monitors of Native American Tribes and Project Applicant	During construction activities (grading and excavation activities)	Project Applicant	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	<p>constitute a "historical resource" or "unique archaeological resource," time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.</p> <ul style="list-style-type: none"> <li>• Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.</li> </ul>				
<b>UTILITIES AND SERVICE SYSTEMS</b>					
PPP USS-1	The project will pay the Sanitary Sewer Connection Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSD in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea Municipal Code.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division	
PPP USS-2	As part of the project review process, the City of Brea Engineering Division will require approval of a Final Sewer Study as part of the encroachment permit issuance. The City of Brea Engineering Division will require project design features to address sewer deficiencies within the Brea Mall and within the City's right-of-way on State College Boulevard. Additional design features to address the City of Engineer's requirements will be incorporated as conditions of approval for the project, such as installation of smart covers so that the City is notified if there is any backup in the sewer segment.	Project Applicant	Prior to issuance of an encroachment permit and during construction	City of Brea Engineering Division	

## Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

	Mitigation Measure	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
PPP USS-3	The project will pay the water impact fees and water connection fees collected by the City of Brea, which cover costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.	Project Applicant	Prior to issuance of a building permit	City of Brea Engineering Division	
PPP USS-4	Landscaping installed onsite shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Building and Safety, Planning Division	
PPP USS-5	Plumbing fixtures installed onsite shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Building and Safety	
PPP USS-6	The project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the City's Municipal Code.	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division	
PPP USS-7	The project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed project to prepare and implement a WQMP to: <ul style="list-style-type: none"> <li>• Control release of contaminants into storm drain systems.</li> <li>• Educate the public about stormwater impacts.</li> <li>• Detect and eliminate illicit discharges.</li> <li>• Control runoff from construction sites.</li> <li>• Implement BMPs and site-specific runoff controls and treatments.</li> </ul>	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division	
PPP USS-8	California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division	

## 2. Mitigation Monitoring Requirements

**Table 2 Mitigation Monitoring Requirements**

Mitigation Measure		Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
	and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale and the amount (by weight or volume).				
PPP USS-9	The project will abide by AB 341 and AB 1826. The project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.	Project Applicant	Prior to issuance of a building permit and during construction	City of Brea Engineering Division	

## 3. Report Preparation

---

### 3.1 LIST OF PREPARERS

#### **City of Brea**

Jason Killebrew, Community Development Director.

Juan Arauz, AICP, Senior Planner

#### **PlaceWorks**

Nicole Vermilion, Principal

Jasmine Osman, Associate I

Mariana Zimmermann, Senior Associate I

### 3. Report Preparation

*This page intentionally left blank.*

**October 25, 2022 Planning Commission Staff Report Package**

October 25, 2022 Planning Commission Staff Report package can be viewed at this weblink:

[10/25/22 Planning Commission Packet](#)

# **PLANNING COMMISSION MEETING MINUTES**

## **October 25, 2022**

---

### **PLANNING COMMISSION PUBLIC HEARINGS**

**7:00 p.m. - Council Chambers, Plaza Level**

---

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

Chair Brattain called the meeting to order at 7:01 pm.

Present: Commissioner Brattain; Commissioner Madden; Commissioner Phu;  
Commissioner Schlotterbeck

Absent: Commissioner Chandel

**2. INVOCATION**

Pastor Eric Ramirez of Celebration OC provided the Invocation.

**3. PLEDGE OF ALLEGIANCE**

Vice Chair Madden led the Pledge of Allegiance.

**4. MATTERS FROM THE AUDIENCE**

None.

**APPROVAL OF MINUTES**

**5. Approval of Planning Commission Meeting Minutes of September 27, 2022.**

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Phu to approve the Planning Commission Meeting minutes of September 27, 2022.

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu,  
Commissioner Schlotterbeck

Passed

**CONSENT CALENDAR**

6. Receive and File the Quarterly Traffic Monitoring Report for Tentative Parcel Map No. 2016-178 located at the Northwest Corner of Birch Street and State College Boulevard.

Motion was made by Commissioner Phu, seconded by Commissioner Schlotterbeck to Receive and File the Quarterly Traffic Monitoring Report for Tentative Parcel Map No. 2016-178.

AYES: Commissioner Brattain, Commissioner Phu, Commissioner Schlotterbeck

Other: Commissioner Madden (RECUSE)

Passed

## **PUBLIC HEARINGS**

7. Certificate of Compatibility No. 2022-01: to allow the development of a 1,496 square-foot detached Accessory Dwelling Unit (ADU) at 527 East Elm Street

Chair Brattain recused himself from the hearing and Vice Chair Madden took over the proceedings.

Contract Planner, Alexis Sevilla, provided a presentation of the project.

The applicant answered questions from the Commission.

Vice Chair Madden opened the Public Hearing and hearing no testimony, closed the Public Hearing.

Commission asked how the proposed ADU would count towards the City's RHNA and parking requirements that apply to ADU's.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Phu to Certificate of Compatibility No. 2022-01: to allow the development of a 1,496 square-foot detached Accessory Dwelling Unit (ADU) at 527 East Elm Street

AYES: Commissioner Madden, Commissioner Phu, Commissioner Schlotterbeck

Other: Commissioner Brattain (RECUSE)

Passed

8. Conditional Use Permit No. 2022-19: to allow the retail sale of firearms and ammunition within an existing commercial building located at 524 E. Imperial Highway.

City Planner Hwang provided a presentation of the project.

The Commission asked questions regarding

- Rationalization of 25%
- Any issues with the Applicant's current location in Fullerton
- Storage of ammunition
- Whether the 25% restriction would continue or be eliminated after 9 years.
- Crawl space under the vault area
- Hardening of walls
- Any Federal, State or local laws that would prohibit locating a gun store at the project site
- Proximity to school

Chair Brattain opened the Public Hearing and invited the applicant to the podium. The Applicant, David Anderson of ShootSoCal, LLC, and the property owner's representative, Craig Alred stated that they strongly oppose the restrictions that Staff has suggested. The Commission asked the Applicants questions regarding:

- Firearm storage safe
- Sprinkler system
- Instruction services

The following people spoke in opposition to the project:

- Brian Tochilin
- Cynthia Carrillo
- Jimini Ohler
- Kari Windes
- Cathryn Tochilin
- Elliott King
- Clyde Hodges

The following people spoke in support of the project:

- Connie Allred
- Ashley Couture
- Tyler Contreras
- Steve Vargas

Hearing no further testimony, Chair Brattain closed the public hearing and brought the Applicant back to respond to questions.

The Commission had a brief discussion and Commissioner Schlotterbeck referred to the following General Plan goals and policies as the reasons to ask staff to come back with a resolution of denial:

- **Policy CD-23.2** Provide opportunities for mixed-use, office, manufacturing, and retail development that respond to market and community needs in terms of size, location, and cost.
- **Policy CR-5.2** Encourage compatible uses and activities near open space areas such as schools, parks, residential, and agricultural uses.
- **Policy CS-3.2:** Promote and support the quality public K-12 education system by working closely with the Brea Olinda Unified School District in determining and meeting community needs for public education and related activities.
- **Policy CD-1.1:** Create neighborhoods that effectively integrate single-family and multi-family housing with convenience and neighborhood shopping centers, park and recreation areas, and other uses appropriate for the

neighborhoods

- **Policy CD-11.10:** Work with the Brea Olinda Unified School District to establish safe routes to all schools and to facilitate better circulation surrounding schools in the A.M. and P.M. peak traffic periods.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Phu to direct staff and the City Attorney to return with a resolution setting forth findings in support of denial of CUP No. 2022-19 based on the record of the October 25, 2022 public hearing for consideration at the Commission's next meeting.

AYES: Commissioner Madden, Commissioner Phu, Commissioner Schlotterbeck

NOES: Commissioner Brattain

Passed

9. Environmental Impact Report No. 2020-01 and Approval of General Plan Amendment No. 2020-01, Zone Change No. 2020-01, Development Agreement No. 2020-01 Tentative Parcel Map No. 2022-113, Precise Development Plan No. 2020-02, and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (Brea Mall Mixed Use Project)

Contract Planner, Kim Zupiger, provided a presentation of the project.

The Commission asked questions related to:

- Peak traffic demand by hour/year
- Designated Ride Share areas
- Analysis of Holiday traffic
- Caltrans recommendations
- RHNA & proposed affordability levels
- Development Agreement
- Sharrow bicycle lanes
- Pedestrian bridges
- Number of affordable units
- Mall Shuttle
- Residential parking safety
- 10% inclusionary policy
- Bike lane safety
- Parking

Chair Brattain opened the Public Hearing and invited Jocelyn Gubler from the Applicant team to the podium to provide a presentation.

Commission had questions regarding:

- Timeline
- Pre and Post pandemic changes to retail
- Connectivity with the mall
- Vehicle, bicycle, scooter & employee parking
- EV Charging stations

- Impact fees
- Randolph St. ingress and egress
- Electronic bicycle charging stations
- Security cameras for bike parking
- Limited locker spaces

The following people spoke as part of the Public Hearing:

- Lisa King expressed concerns about the loss of handicapped spaces.
- Amalia Fuentes on behalf of Lozeau Drury Law Firm requested that the EIR be revised and recirculated.

Motion was made by Commissioner Phu, seconded by Commissioner Schlotterbeck to continue the Public Hearing to December 13, 2022.

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu, Commissioner Schlotterbeck

Passed

## ADMINISTRATIVE ITEMS

### 10. PLANNING DIVISION UPDATES

None.

### 11. COMMITTEE REPORTS

None.

### 12. INFORMATIONAL / PROJECT UPDATES

None.

### 13. ADJOURNMENT

Chair Brattain adjourned the meeting at 10:38 pm.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 13th day of December 2022.



Joanne Hwang, AICP  
City Planner



Gary Brattain, Chair

**December 13, 2022 Planning Commission Staff Report Package**

December 13, 2022 Planning Commission Staff Report package can be viewed at this weblink:

[12/13/22 Planning Commission Packet](#)

**PLANNING COMMISSION MEETING MINUTES**  
**December 13, 2022**

**PLANNING COMMISSION**  
**PUBLIC HEARINGS**  
**7:00 p.m. - Council Chambers, Plaza Level**

---

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

Chair Brattain called the meeting to order at 7:00 pm.

Present: Commissioner Brattain; Commissioner Madden; Commissioner Phu;  
Commissioner Schlotterbeck; Commissioner Chandel

**2. INVOCATION**

Pastor Dave Tebay of Calvary Community Church provided the Invocation.

**3. PLEDGE OF ALLEGIANCE**

Vice Chair Madden led the Pledge of Allegiance.

**4. MATTERS FROM THE AUDIENCE**

Ms. Hosozawa stated there were 9 letters in support of Item 10 and one in opposition.

**APPROVAL OF MINUTES**

**5. Approval of Planning Commission Meeting Minutes of October 25, 2022.**

Staff provided clarification to Chair Brattain's concern related to how his comments were summarized for Conditional Use Permit 2022-19.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Madden to approve the Planning Commission Meeting minutes of October 25, 2022.

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu,  
Commissioner Schlotterbeck, Commissioner Chandel

Passed

## **CONSENT CALENDAR**

### **6. Adoption of 2023 Planning Commission Calendar**

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Madden to approve the 2023 Planning Commission Calendar

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu,  
Commissioner Schlotterbeck, Commissioner Chandel

Passed

## **PUBLIC HEARINGS**

### **7. Continued from October 25, 2022: Environmental Impact Report No. 2020-01 and approval of General Plan Amendment No. 2020-01, Zone Change No. 2020-01, Development Agreement No. 2020-01 Tentative Parcel Map No. 2022-113, Precise Development Plan No. 2020-02, and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (Brea Mall Mixed Use Project)**

Contract Planner, Kim Zuppiger, provided a presentation of the project. The Planning Commission asked a number of questions related to the following:

- LED & wayfinding signs
- Traffic-related items (i.e. speedbumps, fees, improvements)
- School impact fees
- Caltrans comments
- Bicycle lanes and facilities
- EV charging stations
- Affordable housing
- ADA compliance
- Parking

- Green spaces

Jocelyn Gubler, a representative for Simon Group also provided a presentation and answered questions.

Chair Brattain opened the Public Hearing and the following people spoke in support of the project:

- Ashley Cole
- Crystal Adler
- Lacy Schoen

In addition, Amelia Bowley Fuentes of the law firm, Lozeau Drury, representing *Supporters Alliance for Environmental Responsibility (SAFER)*, expressed concerns regarding the adequacy of the EIR and requested the EIR be revised to address indoor air quality and cumulative air quality impacts.

Chair Brattain closed the Public Hearing and adjourned the meeting at 9:07 pm for a short break.

Chair Brattain called the meeting back to order at 9:19 pm.

The Commission, after a lengthy discussion, made the following additional recommendations to the City Council and revisions to the draft conditions of approval:

**Recommendations:**

1. Consider installing 3 to 5 additional EV charging stations within the project area, at a location(s) that provides ADA access and preferably located within central areas of the project area.
2. Examine funding opportunities to install pedestrian lighting and wayfinding signs to the mall at the Tracks at Brea.
3. Consider requiring more affordable housing units within the project through the Development Agreement, in excess of the Code required 10 percent.
4. Consider requiring higher MERV-rated air filters for residential units.

5. Consider requiring compliance with all necessary State law requirements related to usage of hazardous materials within interior of the residential units in order to reduce potential indoor air quality issue
6. Consider potential programming for the interior street/drive aisle located within the retail buildings.
7. Consider requiring a system/program that monitors parking availability within parking structures.
8. Encourage participation in the privately funded City-wide micro-transit system if and when it becomes available
9. Encourage set-aside parking spaces within the parking area located within the retail buildings for short-term parking (i.e. 15-minute parking).
10. Review state law requirements regarding Electric and Gas utilities and Solar and incorporate the most updated requirements into the project as deemed appropriate.
11. Encourage the incorporation of Solar wherever possible.
12. Encourage widening the internal roads to accommodate separate bicycle lanes(i.e. Class II) to the maximum extent possible, considering any physical encumbrances.
13. Encourage the internal roads and drive aisles to provide sufficient turning radius for larger vehicles to the extent feasible.

**Conditions of Approval:**

1. Any patios/balconies with glass rails or fencing shall include glasses with stripes and/or etching that meets the American Bird Conservancy scale that represent a Threat Factor of 10 or less.
2. Install at least one free book exchange spot within the residential building.

3. Incorporate materials and/or landscaping to soften the appearance of the structural supports located at the ground level of the exterior of the residential structure, to the satisfaction of the City Planner.
4. Within the green space, incorporate a designed edge (e.g. landscaping, low fence/wall, etc.) between the green space and the adjacent drive aisle. Also, incorporate other location-appropriate design features that can support user activities and general seating.
5. The Project site shall be maintained so as not to create any nuisance.
6. Incorporate additional bicycle repair stations within the residential building.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Chandel approval reco Environmental Impact Report No. 2020-01 and approval of General Plan Amendment No. 2020-01, Zone Change No. 2020-01, Development Agreement No. 2020-01 Tentative Parcel Map No. 2022-113, Precise Development Plan No. 2020-02, and Conditional Use Permit Nos. 2020-06, 2022-16, 2022-17, and 2022-18 (Brea Mall Mixed Use Project)

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu, Commissioner Schlotterbeck, Commissioner Chandel

Passed

8. Conditional Use Permit No. 2022-20: to allow the off-sale of beer and wine with a determination of public convenience or necessity (PCN) for a new hotel (Residence Inn by Marriott) located at 180 South State College Boulevard.

Kathy Kuo, Planning Technician, provided a presentation of the project.

The Commission asked a clarifying question related to availability of alcohol to the general public.

Chair Brattain opened the Public Hearing and hearing no testimony, closed the Public Hearing.

Motion was made by Commissioner Chandel, seconded by Commissioner Schlotterbeck to approve Conditional Use Permit No. 2022-20: to allow the off-sale of beer and wine with a determination of public convenience or necessity (PCN) for a new hotel (Residence Inn by Marriott) located at 180 South State College Boulevard.

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu,  
Commissioner Schlotterbeck, Commissioner Chandel

Passed

9. Conditional Use Permit Nos. 2021-15 and 2022-21: to allow a health and fitness studio with a modification of off-street parking requirements at 650 North Berry Street, Unit A.

Senior Planner, Jessica Newton, provided a presentation.

The Commission had a few questions regarding parking.

Chair Brattain opened the Public Hearing and hearing no testimony, closed the Public Hearing.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Madden to approve Conditional Use Permit Nos. 2021-15 and 2022-21: to allow a health and fitness studio with a modification of off-street parking requirements at 650 North Berry Street, Unit A.

AYES: Commissioner Brattain, Commissioner Madden, Commissioner Phu,  
Commissioner Schlotterbeck, Commissioner Chandel

Passed

## **ADMINISTRATIVE ITEMS**

10. Continued from October 25, 2022: Conditional Use Permit No. 2022-19: to allow the retail sale of firearms and ammunition within an existing commercial building located at 524 E. Imperial Highway.

City Planner Hwang gave a recap of the October 25, 2022, Public Hearing where the Commission considered Conditional Use Permit, heard public testimony, had a discussion, and directed staff to come back with a resolution of denial. Staff's recommendation is for the Commission to adopt the resolution of denial.

Motion was made by Commissioner Schlotterbeck, seconded by Commissioner Madden to deny the approval of Conditional Use Permit No. 2022-19: to allow the retail sale of firearms and ammunition within an existing commercial building located at 524 E. Imperial Highway

AYES: Commissioner Madden, Commissioner Phu, Commissioner  
Schlotterbeck, Commissioner Chandel

NOES: Commissioner Brattain

Passed

**11. PLANNING DIVISION UPDATES**

None.

**12. COMMITTEE REPORTS**

Commissioner Schlotterbeck announced she has finished her Housing Policy Leadership Academy.

**13. INFORMATIONAL / PROJECT UPDATES**

None.

**14. ADJOURNMENT**

Chair Brattain adjourned the meeting at 10:43 pm.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 24th day of January 2023.

  
\_\_\_\_\_  
Joanne Hwang, AICP  
City Planner  
\_\_\_\_\_  
Bill Madden, Chair



**CEQA FINDINGS OF FACT  
AND STATEMENT OF OVERRIDING CONSIDERATIONS  
REGARDING THE  
FINAL ENVIRONMENTAL IMPACT REPORT  
FOR THE  
BREA MALL MIXED USE PROJECT  
STATE CLEARINGHOUSE NO. 2019080299**

**Exhibit A**

**I. INTRODUCTION**

The California Environmental Quality Act (CEQA) requires that a number of written findings be made by the lead agency in connection with certification of an environmental impact report (EIR) prior to approval of the project pursuant to Sections 15091 and 15093 of the CEQA Guidelines and Section 21081 of the Public Resources Code. This document provides the findings required by CEQA. The potential environmental effects of the proposed Brea Mall Mixed Use project (proposed project) have been analyzed in a Draft Environmental Impact Report (DEIR) (State Clearinghouse [SCH] 2019080299) dated January 2020. A Final EIR has also been prepared that incorporates the Draft EIR and contains comments received on the DEIR, responses to the individual comments, revisions to the DEIR including any clarifications based on the comments and the responses to the comments, and the Mitigation Monitoring and Reporting Program for the proposed project (MMRP). This document provides the findings required by CEQA for approval of the proposed project.

**A. STATUTORY REQUIREMENTS FOR FINDINGS**

The CEQA (Pub. Res. Code §§ 21000, *et seq.*) and the State CEQA Guidelines (Guidelines) (14 Ca. Code Regs §§ 15000, *et seq.*) promulgated thereunder, require the environmental impacts of a project be examined before a project is approved. Specifically, regarding findings, Guidelines Section 15091 provides:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
  - 1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
  - 2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- (b) The findings required by subsection (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.
- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
- (e) The public agency shall specify the location and custodian of the documents or other material which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

The “changes or alterations” referred to in Section 15091(a)(1) above, that are required in, or incorporated into, the project which mitigate or avoid the significant environmental effects of the project, may include a wide variety of measures or actions as set forth in Guidelines Section 15370, including:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action.
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- (c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

- (e) Compensating for the impact by replacing or providing substitute resources or environments, including through permanent protection of such resources in the form of conservation easements.

Regarding a Statement of Overriding Considerations, Guidelines Section 15093 provides:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”
- (b) When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record.
- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

## **B. CERTIFICATION**

Having received, reviewed, and considered the EIR for the Brea Mall Mixed Use Project State Clearinghouse No. 2019080299, as well as other information in the record of proceedings on this matter, the City of Brea City Council adopts the following Findings (Findings) and Statement of Overriding Considerations, in its capacity as the legislative body for the City of Brea (City), which is the CEQA Lead Agency. The Findings and Statements of Overriding Considerations set forth the environmental and other bases for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the proposed project.

In addition, the City of Brea City Council (City Council) hereby make findings pursuant to and in accordance with Section 21081 of the California Public Resources Code and State CEQA Guidelines Sections 15090 and 15091 and hereby certifies that:

- (1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant environmental effect as identified in the final EIR.
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes

have been adopted by such other agency or can and should be adopted by such other agency.

- (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

### **C. PROJECT ENVIRONMENTAL REPORT AND DISCRETIONARY ACTIONS**

The final EIR (FEIR) addresses the direct, indirect, and cumulative environmental effects of construction and operation activities associated with the proposed project. The FEIR provides the environmental information necessary for the City to make a final decision on the requested discretionary actions for all phases of this project. The FEIR was also intended to support discretionary reviews and decisions by other responsible agencies. Discretionary actions to be considered by the City may include, but are not limited to, the following:

- Certify that the FEIR for the proposed project has been completed in compliance with CEQA, and reflects the independent judgement and analysis of the City; find that the City Council has reviewed and considered the information contained in the FEIR prior to approving the project; adopt the Mitigation Monitoring and Reporting Program, finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project either have been reduced to an acceptable level, or are outweighed by the specific overriding considerations of the project as outlined in the CEQA Findings of Fact and Statement of Overriding Considerations, as set forth herein.
- Approve the proposed project and related discretionary actions needed for project construction and operation.

### **II. PROCEDURAL COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City published a DEIR on January 16, 2020. A FEIR was prepared in the September 2022 in compliance with CEQA requirements. The FEIR has been prepared in accordance with CEQA and the CEQA Guidelines, as amended. As authorized in State CEQA Guidelines Section 15084(d)(2), the City retained a consultant to assist with the preparation of the environmental documents. City staff from multiple departments, representing the Lead Agency, have directed, reviewed, and modified where appropriate all material prepared by the consultant. The FEIR reflects the City's independent analysis and judgement. The key milestones associated with the preparation of the EIR are summarized below. As presented below, an extensive public involvement and agency notification effort was conducted to solicit input on the scope and content of the EIR and to solicit comments on the results of the environmental analysis presented in the DEIR.

**A. PUBLIC NOTIFICATION AND OUTREACH**

In conformance with CEQA, the State CEQA Guidelines, and the City of Brea CEQA Guidelines, the City of Brea conducted an extensive environmental review of the proposed project.

- Completion of a Notice of Preparation (NOP) on August 16, 2019. The public review period extended from August 16, 2019, to September 16, 2019. The NOP was published in the *Brea Star Progress* on August 16, 2019. The NOP was posted at the Orange County Clerk's office on August 16, 2019. Copies of the NOP were made available for public review at the City of Brea, the City's website, and at the Brea Library.
- Completion of the scoping process where the public was invited by the City to participate in a scoping meeting held Wednesday, August 28, 2019 from 5:00 to 7:00 PM at the City of Brea Community Room B, 1 Civic Center Drive, City of Brea. The notice of a public scoping meeting was included in the NOP.
- Preparation of a Draft EIR (DEIR), which was made available for a 45-day public review period beginning January 16, 2020, and ending March 2, 2020. The scope of the DEIR was determined based on the CEQA Guidelines Appendix G Checklist, comments received in response to the NOP, and comments received at the scoping meeting conducted by the City of Brea. Section 2.1 of the DEIR describes the issues identified for analysis in the DEIR. The Notice of Availability (NOA) for the DEIR was sent to interested persons and organizations, sent to the State Clearinghouse in Sacramento for distribution to public agencies, posted at the City of Brea, and published in the *Brea Star Progress*. The NOA was posted at the Orange County Clerk's office on January 15, 2020. The Notice of Availability of the DEIR was published in the *Brea Star Progress* on January 16, 2020.
- Preparation of a Final EIR (FEIR), including revisions to the DEIR in Volume I based on changes to the proposed project and responses to comments to the DEIR in Volume III. The FEIR was released for agency review prior to certification of the FEIR.
- Public hearings on the proposed project, including a Planning Commission hearing and a City Council hearing.

In summary, the City conducted all required noticing and scoping for the proposed project in accordance with Section 15083 of the CEQA Guidelines, and conducted the public review for the EIR, which exceeded the requirements of Section 15087 of the CEQA Guidelines.

**B. FINAL ENVIRONMENTAL IMPACT REPORT AND CITY COUNCIL PROCEEDINGS**

The City prepared a FEIR, including Responses to Comments to the DEIR (see Volume III). The FEIR/Response to Comments contains comments on the DEIR, responses to those comments, revisions to the DEIR, and appended documents. A total of eight comment letters were received. Of the eight comment letters, two letters were from public agencies, and six letters were from individuals and/or organizations.

The most prevalent concerns raised in these comment letters included pertained to air quality, greenhouse gas emissions, hazards and hazardous materials, noise, and transportation.

The FEIR found that prior to mitigation, implementation of the proposed project will result in potentially significant impacts to Air Quality, Cultural and Paleontological Resources, Hazards and Hazardous Materials, Transportation, and Tribal Cultural Resources. However, mitigation measures (MMs) have been developed to avoid or reduce all of these impacts to levels considered less than significant, with the exception of Transportation. The City prepared a Statement of Overriding Considerations for the impacts found to be significant and unavoidable:

- **Impact 5.12-3:** Project circulation improvements have been incorporated to adequately address potentially hazardous conditions (sharp curves, etc.), potential conflicting uses, and emergency access. However, based on the level of congestion and collision history at State College and Imperial Highway, vehicles changing lanes to access the freeway create safety hazards and the project would cumulatively contribute to safety hazards.

Members of the public can view searchable agendas for scheduled City Council meetings and access agenda-related City information and services directly on the following website: <https://www.ci.brea.ca.us/511/City-Council>.

The FEIR document will be posted for viewing and download, which includes the revisions to the DEIR (Volume I), Appendices (Volume II), and Responses to Comments (Volume III). The FEIR will be posted prior to the City's consideration of the FEIR and project recommendations on the City's website.

A date for consideration of the FEIR and project recommendations at the City Council was set for the proposed project and notice of the meeting was provided consistent with the Brown Act (Government Code Sections 54950 et seq.). The City Council will take testimony on the proposed project and may continue on its calendar to a subsequent meeting date in its discretion.

### **C. RECORD OF PROCEEDINGS**

For purposes of CEQA and these Findings, the Record of Proceedings for the proposed project consists of the following documents and other evidence, at a minimum:

- The NOP, NOA, and all other public notices issued by the City in conjunction with the proposed project.
- The DEIR and FEIR for the proposed project.
- All written comments submitted by agencies or members of the public during the public review comment period on the DEIR.
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the DEIR.

- All written and verbal public testimony presented during a noticed public hearing for the proposed project.
- The Mitigation Monitoring and Reporting Program.
- The reports and technical memoranda included or referenced in the FEIR.
- All documents, studies, EIRs, or other materials incorporated by reference in the DEIR and FEIR.
- The Resolutions adopted by the City in connection with the proposed project, and all documents incorporated by reference therein, including comments received after the close of the comment period and responses thereto.
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations.
- Any documents expressly cited in these Findings.
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(e).

**D. CUSTODIAN AND LOCATION OF RECORDS**

The documents and other materials that constitute the administrative record for the City's actions related to the proposed project are at the City of Brea – Planning Division, 1 Civic Center Circle, City of Brea. The City Planning Division is the custodian of the administrative record for the project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the offices of the Planning Division. This information is provided in compliance with Public Resources Code Section 21081.6(a)(2) and Guidelines Section 15091(e).

**E. PROJECT LOCATION**

The Brea Mall—1065 Brea Mall, City of Brea—encompasses approximately 74 acres in northeast Orange County. The Brea Mall is west of State Route 57 (SR-57) and is generally bounded by State College Boulevard to the east, Imperial Highway (State Route 90) to the south, South Randolph Avenue to the west, the City of Brea City Hall and Embassy Suites by Hilton to the northwest, and East Birch Street to the north.

**F. PROJECT OBJECTIVES**

The following objectives have been established for the proposed Brea Mall Mixed Use project and will aid decision makers in their review of the proposed project and associated environmental impacts:

- Revitalize the Sears parcel following closure of the Sears anchor with commercial uses and higher quality amenities to reinforce the Class "A" position of Brea Mall by developing housing, retail, recreational/commercial, and open space areas proximate to Brea Downtown and other commercial and retail uses; introducing such elements to place the property on-par with the top

tier of newer high quality mixed-use environments in the broader Los Angeles and Orange County markets.

- Redevelop the Sears parcel and surface parking lot to create an outdoor setting with a “village” feel with more pedestrian-oriented amenities by creating a mix of uses, including housing, retail, recreational/commercial, and open space areas.
- Invigorate the project area with the spirit and intent of the City’s General Plan vision by developing a mix of uses that would, because of their respective peak hours, not concentrate traffic and parking at the same time.
- Provide additional opportunities for residential growth on infill and underutilized parcels near the Brea Transit Center.
- Improve the jobs-housing balance in the City of Brea and provide new housing within close proximity to jobs and services.
- Promote healthy living and physical activity by providing open space areas and opportunities to utilize alternative transportation options available proximate to the site, including the Brea Mall Transit Center and bike/pedestrian trails.

## **G. PROJECT DESCRIPTION**

As a result of the recent acquisition of the Sears parcel, the Simon Property Group is proposing redevelopment of the Sears parcel and adjoining transition areas adjacent to Nordstrom and Macy’s at the Brea Mall. The proposed redevelopment would be on an approximately 15.5-acre area in the southwest portion of the mall site. The proposed project involves demolishing the now-closed Sears department store and associated auto center (161,990 square feet) and approximately 7.5 acres of surface parking in order to allow a mix of uses—including retail, new restaurants, for-rent residential apartments, a resort-type (lifestyle) fitness center, and an outdoor public gathering space (large “central green” and plaza). The proposed project would result in a net increase of 47,425 square feet of commercial square footage for a total of 1,338,858 square feet of leasable commercial square feet, and up to 380 residential units. The project area is currently designated in the General Plan as Regional Commercial and zoned C-C Major Shopping Center Zone, with a P-D Precise Development overlay. The proposed project would require a General Plan Amendment to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed Use I, and a Zone Change to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I) to accommodate the proposed residential component of the project. Also included are a Development Agreement for a contract between the Applicant and the City, defining the terms of development proposed by vesting the City’s approval while specifying public benefits and improvements, a Tentative Parcel Map or other applicable instrument to modify the lot lines of the Project site, and four Conditional Use Permits to allow a new comprehensive sign program for the Project, on-site alcohol consumption of beer, wine and distilled spirits within dining establishments, a shared parking plan for the Project, and a new resort-type fitness center.

### III. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS

#### A. FORMAT

Section 15091 of the CEQA Guidelines requires that a Lead Agency make a finding for each significant effect for the project. This section summarizes the significant environmental impacts of the project, describes how these impacts are to be mitigated, and discusses various alternatives to the proposed project, which were developed in an effort to reduce the remaining significant environmental impacts. All impacts are considered potentially significant prior to mitigation unless otherwise stated in the findings.

This remainder of this section is divided into the following subsections:

**Section B, Issues Deemed “No Impact” or “Less Than Significant Impact,”** presents topical areas that would result in no impact or less than significant impacts, as detailed in Chapter 8 of the EIR.

**Section C, Findings on “No Impact” and “Less Than Significant Impacts,”** presents environmental issues, as identified in Chapter 5 of the EIR, which would result in no impact or less than significant impacts.

**Section D, Findings on Impacts Mitigated to Less Than Significant,** presents significant impacts of the proposed project that were identified in the FEIR, the mitigation measures identified in the Mitigation Monitoring Program, and the rationales for the findings.

**Section E, Significant and Unavoidable Impacts that Cannot be Mitigated to Below the Level of Significance,** presents significant impacts of the proposed project that were identified in the FEIR, the mitigation measures identified in the Mitigation Monitoring Program, the findings for significant impacts, and the rationales for the findings.

**Section IV, Alternatives to the Proposed Project,** presents alternatives to the project and evaluates them in relation to the findings set forth in Section 15091(a)(3) of the State CEQA Guidelines, which allows a public agency to approve a project that would result in one or more significant environmental effects if the project alternatives are found to be infeasible because of specific economic, social, or other considerations.

**Section V, Statement of Overriding Considerations,** presents a description of the proposed project’s one significant and unavoidable adverse impact and the justification for adopting a statement of overriding considerations.

**Section VI, Findings on Responses to Comments on the EIR and Revisions to the EIR,** presents the City’s findings on the response to comments and revisions to DEIR, and decision on whether a recirculated DEIR is necessary or not.

## **B. ISSUES DEEMED NO IMPACT OR LESS THAN SIGNIFICANT IMPACT**

Pursuant to CEQA Guidelines Section 15060(d) and 15063 that allow a lead agency to skip preparation of an Initial Study and begin work directly on the EIR process, a NOP was issued without an accompanying Initial Study. In accordance with Section 15128 of the CEQA Guidelines, as described in Chapter 8 of the EIR, the City concluded that project impacts related to the following topical environmental issues would result in no impact or would be less than significant: Agriculture and Forestry Resources, Biological Resources, Geology and Soils, Hydrology and Water Quality, Mineral Resources, and Wildfire. Since the following environmental issue areas were determined to have no impact or a less than significant impact, no findings for these issues are required.

### **1. Agricultural and Forestry Resources**

The project area has no agricultural or farm use on it, nor is there agricultural or farm use in its immediate proximity. The project area is zoned C-C Major Shopping Center Zone, with a Precise Development (P-D) overlay, and is developed with an existing mall. The project area is listed as Urban and Built-up Land and is not mapped as important farmland by the Division of Land Resource Protection. The proposed project would not conflict with agricultural zoning or a Williamson Act contract. Further, project development would not conflict with existing zoning for forest land, timberland, or timberland production. Vegetation on-site is limited to ornamental vegetation throughout the parking lot. Since there is no important farmland or forest land on the project area, project construction would not result in the loss or conversion of farmland or forest land. No impact would occur.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to agricultural and forestry resources. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

### **2. Biological Resources**

The project area is paved and developed with an existing mall. Vegetation of the site is limited to ornamental trees and ground cover in the parking lot. The project area is frequently disturbed by movements of vehicles and people. Native habitat, habitat suitable for sensitive species, riparian habitat, sensitive natural communities, and wetlands do not exist on site. There are several ornamental trees onsite, scattered throughout the parking lot which could be used for nesting by birds protected under the California Fish and Game Code Sections 3503 et seq. In compliance with the California Fish and Game Code, the tree would be removed outside of nesting season, either prior to February 15 or after August 15. The City of Brea does not have an ordinance protecting biological resources on private property. The project area is in not within a Natural Community Conservation Plan or Habitat Conservation Plan area. Therefore, impacts to biological resources would be less than significant.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to biological resources. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

### 3. Geology and Soils

The project area is not in an Alquist-Priolo Zone. There is no potential for ground rupture on the project area. The project area, as with the rest of southern California, is expected to experience strong seismic ground shaking. Compliance with the California Building Code would reduce impacts from seismic ground shaking to less than significant. The project area is not within a liquefaction zone; however, the liquefaction analysis prepared for the proposed project indicates that a zone of poorly graded sand between depths of 33 to 37 feet below ground surface could liquefy during the design earthquake with high groundwater levels. Seismic settlements induced from liquefaction may result in 0.7-inch of displacement with an estimated differential settlement of less than ½ inch over a 40-foot span. Implementation of the recommendations provided in the geotechnical report would reduce impacts to seismic related ground failure to less than significant. The project area is relatively flat and is not within an area designated as having a landslide potential. Additionally, the project would implement structural and nonstructural best management practices before and during construction to control surface runoff and erosion to retain sediment on the project area. As the project area is relatively flat, lateral spreading would be less than significant. As the proposed project would not result in an overdraft of groundwater aquifers nor over pump petroleum reserves, subsidence is not expected to occur. The expansion potential of soils on site is low. Due to the presence of low expansive soils, the geotechnical report recommends that the subgrade soils beneath the building floor be moisture conditioned to 0 to 2 percent above the soil's optimum moisture content to a depth of at least 12 inches, and a 10-mil vapor retarding membrane be included beneath slabs to reduce moisture vapor transmission into interior spaces. The proposed project does not require the installation of a septic tank or alternative wastewater disposal system. All structures built for the project would adhere to the California Building Code which provides minimum standards to protect property and public welfare. Impacts to geology and soils would be less than significant.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to geology and soils. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

### 4. Hydrology and Water Quality

Drainage and surface water discharges during construction and operation of the proposed project would not violate any water quality standards or waste discharge requirements. However, site preparation and other soil-disturbing activities during construction of the project could temporarily increase the amount of soil erosion and siltation entering the local stormwater drainage system. To minimize these potential impacts, the proposed project would be required to comply with the National Pollution Discharge Elimination System (NPDES) Construction General Permit as well as the best management practices (BMPs) to control erosion and prevent any discharge of sediments from the site. During the operation of the proposed project, the project would also implement structural and non-structural BMPs. The project would be required to comply with applicable federal, state, and local regulations. The project does not propose groundwater wells that would extract groundwater from the aquifer, nor would the proposed project affect recharge capabilities for the basin, as there are no wetlands onsite. The proposed project would not alter the course of a stream or river. To capture a

sufficient area for the chamber footprint, a small portion of the project site would be reconfigured with new valley gutters and a new inlet and capture existing runoff for a greater area than the chamber system footprint. The proposed project would incorporate BMPs to reduce erosion and siltation impacts during construction. The proposed project incorporates landscaped areas and open space which would decrease impervious surfaces onsite. The proposed project would incorporate BMPs to maintain existing drainage patterns and stormwater runoff. The proposed project would not exceed the capacity of existing or planned stormwater drainage systems. The proposed project is within flood Zone X (0.2 percent/500-year flood hazard), and the likelihood of floods on site is low. A dam/reservoir failure inundation pathway runs through the eastern portion of the site, from north to south. The Berry Street Reservoir and Booster Pump Station is approximately 1.3 miles northwest of the project area and is separated from the site by urban development. The project area is relatively flat and approximately 17.3 miles from the Pacific Ocean. Impacts to seiches, tsunamis, and mudflows would be less than significant. The proposed project would comply with the water quality and use requirements of water quality control plan and sustainable groundwater management plan through the implementation of BMPs. Therefore, impacts would be less than significant.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to hydrology and water quality. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## **5. Mineral Resources**

The project area is in Mineral Resource Zone (MRZ)-1, where significant mineral deposits are unlikely or not present. The project area and its surrounding areas are not developed for mineral extractions. No mining sites are identified in the City of Brea General Plan. No impacts would occur to mineral resources.

**Finding.** The proposed project would have no significant direct, indirect, and cumulative impacts relating to mineral resources. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## **6. Wildfire**

The project area is not within a Very High Fire Hazard Severity Zone. According to the City of Brea General Plan, the project area is in a low to very low hazard fire area. The proposed project would not conflict with adopted emergency response or evacuation plans. The surrounding roadways would continue to provide emergency access to the project area and surrounding properties during construction and postconstruction. The proposed project would not exacerbate wildfire hazards – the project area is relatively flat and in an urbanized environment; the project area would not impact weather or topography; the proposed project would not add infrastructure such as roads or overhead power lines in areas with wildland vegetation. It is unlikely that the site would be susceptible to downslope or downstream flooding or landslides as a result of post-fire slope instability. Therefore, impacts relating to wildfire would be less than significant.

**Finding.** The proposed project would have no significant direct, indirect, and cumulative impacts relating to wildfire. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

### **C. FINDINGS ON “NO IMPACT” AND “LESS THAN SIGNIFICANT IMPACTS”**

Based on the environmental issue area assessment in the FEIR, the City determined that the proposed project would have no impact or less than significant impacts, including direct, indirect, and cumulative impacts, for the environmental issues summarized below. The rationale for the conclusion that no significant impact would occur in each of the issue areas is based on the environmental evaluation in the listed topical EIR sections in Section 5 of the EIR, which include Environmental Setting, Environmental Impacts, Cumulative Impacts, and Mitigation Measures.

Plans, programs, and policies (PPP) are listed and numbered in the EIR, and include applicable local, state, and federal regulations that are required independently of CEQA review and also serve to prevent the occurrence of, or reduce the significance of, potential environmental effects. Typical PPPs include compliance with the provisions of the California Building Code (CBC), South Coast Air Quality Management District (South Coast AQMD) rules, local agency requirements, and other regulations and standards.

The EIR concluded that all or some of the impacts of the proposed project with respect to the following issues either will not be significant or will be reduced to below a level of significance by implementing project design features or existing plans, programs, and policies as detailed in Chapter 5 of the EIR. Those issues include the following topical areas in their entirety or portions thereof: Aesthetics, Air Quality, Cultural and Paleontological Resources, Energy, Greenhouse Gas (GHG) Emissions, Hazards and Hazardous Materials, Land Use and Planning, Noise, Population and Housing, Public Services, Recreation, Transportation, and Utilities and Service Systems. CEQA Guidelines Section 15901 requires that an EIR may not be certified for a project which has one or more significant environmental effects unless one of three possible findings is made for each significance effect. Since the following environmental issue areas were determined to have no impact or a less than significant impact, no findings for these issues are required.

#### **1. Aesthetics**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project’s potential aesthetics impacts:

- PPP AES-1      The proposed project is required to provide a minimum landscaped coverage of 15 percent of the net site area in accordance with Municipal Code Section 20.258.020, General Development Standards for the Mixed-Use Zoning Districts.
- PPP AES-2      For parking areas, the proposed project is required to maintain an equivalent of one foot candle of illumination on the average throughout the parking area. The lighting is required to be on a time-clock or photo-sensor system. The lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line

shall be permitted in accordance with Municipal Code Section 20.08.040(C)(5), Lighting.

- PPP AES-3 All lighting, interior and exterior, shall be designed and located so as to confine all direct rays to the premises in accordance with Municipal Code Section 20.220.040(L), Lighting. Lighting for nonresidential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in compliance with Section 20.08.040 (C)(5).
- PPP AES-4 Signs shall be located in a manner to assure that sight distance is not impaired at all locations for vehicular traffic to and from the premises, in accordance with Municipal Code Section 20.28, Signs. Amendments to the existing signage program for erections of a new sign at the Mall entrance requires review of the Planning Commission to ensure that its size, location, movement, content, coloring, or manner of illumination, does not constitute a traffic hazard or a detriment to traffic safety by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device, or by diverting or tending to divert the attention of drivers of moving vehicles from the traffic movement on the public streets and highway.
- PPP AES-5 Loading areas. Loading areas for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with subsections 20.236.040. E, Walls and Fences, and 20.220.040. F, Fences, Walls, and Hedges, and subparagraph K. Screening and buffering standards Loading areas shall be compatible in architectural design and details with the overall project. The location and design of loading areas shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (I)(3) Loading Areas.
- PPP AES-6 Recycling and refuse storage facilities for nonresidential uses shall be located as far as possible from residential units and shall be completely screened from view from the residential portion of the project and streets in compliance with Section 20.236.040.E. Walls and Fences, and 20.220.040.F, Fences, Walls, and Hedges, and subparagraph K, Screening and buffering standards. Recycling and refuse storage facilities for nonresidential uses should be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted in accordance with Section 20.258.030 (J) Recycling and refuse storage facilities standards.

---

**Impact 5.1-1: The proposed project would not substantially alter the visual appearance of the project area. [Threshold AE-1 and AE-3]**

---

### **Scenic Vistas**

The project area is fully developed and is located within a highly urbanized portion of the City that is generally flat. Gilman Peak is called out as a “viewpoint of particular interest” and is denoted as a scenic viewpoint in Figure CR-4 of the City of Brea General Plan. Gilman Peak is approximately six miles

east of the project area. Due to the distance, varying topography, and highly urbanized nature of the City, views of and from Chino Hills State Park, particularly Gilman Peak, would not be impacted.

### Visual Character

The height, density, intensity, and character of the new development planned for the project area is not a dramatic departure from what currently exists on site and within the surrounding area. Existing buildings onsite and directly abutting the Brea Mall range from one story to seven stories in height. The proposed appearance and character would be consistent with development in the area and would improve the former Sears parcel. The visual appearance of existing surface parking, parking structures, and mall buildings would be complemented by the proposed residential and retail buildings, and associated parking. The proposed commercial and residential uses would not substantially alter the appearance and character of the project area and the surrounding vicinity, because there are commercial uses on the project area, and commercial and residential uses surrounding the project area. The proposed project would be aesthetically compatible with the adjacent land uses. The proposed project would adhere to the development standards and design guidelines of the City of Brea Municipal Code (see PPP AES-1 through PPP AES-6) and General Plan, and the building design and materials would be subject to approval by the City of Brea.

Overall, aesthetic impacts would not be adverse, and impacts relating to scenic vistas and visual appearance and character would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of aesthetics to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to scenic vistas and visual appearance and character. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.1-2: The proposed project would not alter scenic resources within a state scenic highway. [Threshold AE-2]**

---

### State Scenic Highway

State Route 57 is an eligible scenic highway (not officially designated) and is located approximately 235 feet to the east of the project site. Development of the proposed project would not damage scenic resources including trees, rock outcroppings, and historic buildings within a scenic highway. No impact would occur.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to scenic resources within a state scenic highway. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.1-3: The proposed project would generate additional light and glare. [Threshold AE-4]**


---

**Nighttime Light and Glare**

The proposed project would add more light sources, and the proposed project would likely result in more exterior glazing that could result in new sources of glare. In addition, a LED sign would be installed over the sporting goods store that is approximately 28 feet by 15 feet, which would face toward the interior of the site and be shielded by the surrounding structures. Despite new and expanded sources of nighttime illumination and glare, the proposed project is not expected to generate a substantial increase in light and glare. Lighting would be directed so as not to cause light to spill outside the project area, and light from vehicle headlights would be limited to the project area. The project's landscaping and proposed buildings would block glare from parked cars and traffic from surrounding roadways and land uses. The proposed project would adhere to the development standards and design guidelines of the City of Brea Municipal Code (see PPP AES-2 through PPP AES-4 above) and General Plan. Therefore, impacts would be less than significant.

**Daytime Glare**

The proposed project would include building materials, such as glass, light-colored building material, and glass fences, and vehicles that could produce glare. However, glare from these sources is typical of the surrounding area and would not increase glare beyond what is expected for the existing Brea Mall. Therefore, daytime glare impacts from the proposed project would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of aesthetics to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impacts relating to light and glare. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

**2. Air Quality**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential air quality impacts:

- |           |  |
|-----------|--|
| PPP AIR-1 | New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building and Energy Efficiency Standards were effective starting on January 1, 2017, and the 2019 Building and Energy Efficiency Standards will become effective January 1, 2020. The Building Energy and Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and nonresidential buildings by 2030. |
| PPP AIR-2 | New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new nonresidential  |

buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).

PPP AIR-3 Construction activities will be conducted in compliance with California Code of Regulations Title 13, Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.

PPP AIR-4 Construction activities will be conducted in compliance with any applicable South Coast Air Quality Management District rules and regulations, including but not limited to the following:

- Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
- Rule 402, Nuisance, which states that a project shall not “discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.”
- Rule 1113, which limits the volatile organic compound content of architectural coatings.

---

**Impact 5.2-1: The proposed project is consistent with the applicable air quality management plan. [Threshold AQ-1].**

---

### **AQMP Consistency**

The South Coast Air Quality Management District (South Coast AQMD) is responsible for preparing the air quality management plan (AQMP) for the South Coast Air Basin (SoCAB) in coordination with the Southern California Association of Governments (SCAG). South Coast AQMD adopted on March 3, 2017. For southern California, regional growth projections are provided by the SCAG and are partially based on cities’ general plan land use designations. These projections form the foundation for the emissions inventory of the AQMP. The project would result in 380 residential units and a net increase of 47,425 leasable square feet of retail uses, resulting in up to 67 employees, which is within SCAG’s growth projections for the City. Further, the operation of the proposed project would not produce criteria air pollutants that exceed the South Coast AQMD significance thresholds which are established to determine whether a project has the potential to cumulatively contribute to the SoCAB’s nonattainment designations. The proposed project would result in a less than significant impact.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impact associated with consistency with the AQMP. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.2-2:** For Impact 5.2-2, refer to Section D, *Findings on Significant Environmental Impacts that can be Reduced to a Less than Significant Level*.

---



---

**Impact 5.2-3:** Long-term operation of the project would not generate additional vehicle trips and associated emissions in exceedance of South Coast AQMD's threshold criteria. [Thresholds AQ-2 and AQ-3]

---

### **Regional Operational Emissions**

Buildout of the proposed project would generate an increase in criteria air pollutant emissions from transportation, area sources, and energy. As shown in Table 5.2-11, *Brea Mall Mixed Use Project Regional Operation Emissions*, of the EIR, the net change in maximum daily emissions from operation-related activities would be less than their respective South Coast AQMD regional significance threshold values.

### **Overlap of Construction and Operational Phase**

The South Coast AQMD does not have a significance threshold for construction/operation overlap. The maximum daily combined emissions shown in Table 5.2-12, *Potential Overlap of Construction and Operational Activities*, of the EIR, shows the maximum daily emissions during Year 2024, where project-related construction and operation activities overlap. Construction of the non-residential component would take up to 36 months and the residential building would take up to 40 months. Construction of the lifestyle fitness building would take up to 24 months. If project-related construction and operation activities were to overlap, only a proportion of the proposed project would be operational while the rest is constructed.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of air quality to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from long-term operational air quality emissions. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.2-4:** Construction activities associated with the proposed project would not expose sensitive receptors to substantial pollutant concentrations. [Threshold AQ-3]

---

### **Construction-Phase LSTs**

Screening-level localized significance thresholds (LSTs) (pounds per day) are the amount of project-related mass emissions at which localized concentrations (ppm or  $\mu\text{g}/\text{m}^3$ ) could exceed the ambient air quality standards (AAQS) for criteria air pollutants for which the SoCAB is designated nonattainment. The screening-level LSTs are based on the project area size and distance to the nearest sensitive receptor and are based on the California AAQS, which are the most stringent. The maximum daily nitrogen oxides ( $\text{NO}_x$ ), carbon monoxide (CO), coarse inhalable particulate matter ( $\text{PM}_{10}$ ), and fine inhalable particulate matter ( $\text{PM}_{2.5}$ ) construction emissions from onsite construction emissions from onsite construction-related activities would be less than their respective South Coast AQMD screening-

level LSTs. Consequently, construction activities would not expose sensitive receptors to substantial concentrations of air pollutants.

### **Construction Health Risk**

The project is anticipated to be developed in approximately 40 months, which would limit the exposure of onsite and offsite receptors. Construction activities would not exceed the screening-level construction LSTs. It is anticipated that construction emissions would not pose a threat to onsite and offsite receptors, and project-related construction health impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of air quality to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from localized construction-related air quality emissions. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.2-5: Operation of the proposed project would not expose sensitive receptors to substantial pollutant concentrations. [Threshold AQ-3].**

---

### **Operational-Phase LSTs**

Operation of the proposed project would not generate substantial quantities of emissions from onsite, stationary sources. Land uses that have the potential to generate substantial stationary sources of emissions require a permit from South Coast AQMD, such as chemical processing or warehousing operations where substantial truck idling could occur onsite. The proposed project does not fall within these categories of uses. While operation of the proposed project could result in the use of standard onsite mechanical equipment such as heating, ventilation, and air conditioning units in addition to occasional use of landscaping equipment for project area maintenance, air pollutant emissions generated would be small. Therefore, net localized air quality impacts from project-related operations would be less than significant.

### **Carbon Monoxide Hotspots**

Areas of vehicle congestion have the potential to create pockets of CO called hotspots. The SoCAB has been designated as attainment under both the national and California AAQS for CO. Under existing and future vehicle emission rates, a project would have to increase traffic volumes at a single intersection by more than 44,000 vehicles per hour—or 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited—in order to generate a significant CO impact. The proposed project would generate a maximum of 3,556 PM peak hour trips on weekdays (net increase of 309 PM peak hour trips) and 4,484 mid-day peak hour trips on weekends (net increase of 280 mid-day peak hour trips). Implementation of the project would not have the potential to substantially increase CO hotspots at intersections in the vicinity of the project area.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of air quality to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from localized operational phase air quality emissions. Accordingly, no changes or

alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.1-6: The proposed project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. [Threshold AQ-4]**

---

## Odors

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities.

The proposed project would develop and operate retail (including restaurants) and residential structures, which would not fall within the types of uses that are associated with foul odors that constitute a public nuisance. During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. However, construction-related odor emissions would be temporary and intermittent and would not affect a significant number of people.

**Finding.** Compliance with existing PPPs would minimize adverse impacts of air quality to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from odors. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## 3. Cultural and Paleontological Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential cultural resources impacts:

- PPP CUL-1 Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.
- PPP CUL-2 The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation, or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.
- PPP CUL-3 Adverse impacts to paleontological resources from developments on public (state, county, city, and district) lands require reasonable mitigation. (PRC Section 5097.5)

PPP CUL-4 If human remains are discovered within a project site, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission. (California Health and Safety Code Section 7050.5)

---

**Impact 5.3-1: Development of the project would not impact historic resources. [Threshold C-1]**

---

### **Historic Resources**

A South Central Costal Information Center (SCCIC) records search was conducted for the project that included a review of all recorded archaeological and built-environment resources as well as a review of cultural resource reports. The California Points of Historical Interest, California Historical Landmarks, California Register of Historical Resources (CRHR), National Register of Historic Places (NRHP), and the California State Historic Properties Directory listing were also reviewed.

Based on the results of the records search, the project area is within a one-mile radius of 408 California State Historic Properties Directory listings, one NRHP listing, and two CRHR listings. Brea General Plan Figure CR-6, Historic Resources, shows that the nearest historic resource to the project area is the locally designated "Practice House" 0.28-mile to the west. The Brea Mall site was constructed in 1976 and is not identified as a local, state, or national historic resource. Construction would occur within the footprint of the project area. No impacts would occur.

**Finding.** Compliance with existing PPPs would minimize adverse impacts to cultural resources to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on historic resources. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.3-2: For Impact 5.3-2, refer to Section D, *Findings on Significant Environmental Impacts that can be Reduced to a Less than Significant Level.***

---



---

**Impact 5.3-3: Grading activities could potentially disturb human remains, but compliance with existing regulations would ensure that impacts are less than significant. [Threshold C-3]**

---

### **Human Remains**

The project area is currently developed, and the proposed project would require demolition, ground clearing, excavation, grading. In the unlikely event soil-disturbing activities associated with the proposed project would result in the discovery of human remains, compliance with existing law (Health

and Safety Code Section 7050.5; CEQA Section 15064.5; and Public Resources Code, Section 5097.98) (see PPP CUL-4) would ensure that significant impacts to human remains would not occur.

**Finding.** Compliance with existing PPPs would minimize adverse impacts to cultural resources to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on discovery of human remains. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.3-4:** For Impact 5.3-4, refer to Section D, *Findings on Significant Environmental Impacts that can be Reduced to a Less than Significant Level.*

---

#### 4. Energy

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential energy impacts:

- PPP E-1 New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building Energy Efficiency Standards were effective starting January 1, 2017. The 2019 Building Energy Efficiency Standards will become effective on January 1, 2020. The Building Energy Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and non-residential buildings by 2030.
- PPP E-2 New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).
- PPP E-3 California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
- PPP E-4 Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
- PPP E-5 New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

---

**Impact 5.4-1: Project construction and operation would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources. [Threshold E-1]**

---

### **Energy Associated With Short-Term Construction Impacts**

Construction for the proposed project would create temporary increased demands for electricity and vehicle fuels compared to existing conditions and would result in short-term transportation-related energy use.

#### ***Electrical Energy***

Construction of the proposed project would not require electricity to power most construction equipment. Electricity during construction would vary during different phases of construction; the majority of construction equipment during demolition and grading would be gas- or diesel-powered, and the later construction phases would require electricity-powered equipment for interior construction and architectural coatings. Overall, the use of electricity would be temporary and would fluctuate according to the phase of construction.

#### ***Natural Gas Energy***

It is not anticipated that construction equipment used for the proposed project would be powered by natural gas, and no natural gas demand is anticipated during construction. Impacts would be less than significant.

#### ***Transportation Energy***

Transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. Transportation energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary. Transportation energy use during construction would be temporary and would not require expanded energy supplies or the construction of new infrastructure. The proposed project would not result in wasteful, inefficient, or unnecessary use of energy during construction. Therefore, impact would be less than significant.

### **Energy Associated with Long-Term Impacts During Operation**

Operation of the proposed project would create additional demands for electricity and natural gas compared to existing conditions and would result in increased transportation energy use. Operational use of energy would include heating, cooling, and ventilation of buildings; water heating; operation of electrical systems; use of on-site equipment and appliances; and indoor, outdoor, perimeter, and parking lot lighting.

### *Electrical Energy*

Operation of existing facility consumes electricity for various purposes, including heating, cooling, and ventilation of buildings; water heating; operation of electrical systems; security and control center functions; lighting; and use of onsite equipment and appliances. Estimated electricity use by the project would result in a net increase of 3,768,285 kilowatt-hours/year from existing conditions. The project would be consistent with the requirements of the current Building Energy Efficiency Standards and CALGreen and therefore, would not result in wasteful or unnecessary electricity demands. Therefore, the proposed project would not result in a significant impact related to electricity.

### *Natural Gas Energy*

The project's natural gas demand would result in a net increase of 6,884,590 kilo-British thermal units per year due to consumption from the proposed mall and residential buildout. Because the project would be built to meet the Building Energy Efficiency Standards, it would not result in wasteful or unnecessary natural gas demands. Therefore, operation of the proposed project would result in less than significant impacts.

### *Transportation Energy*

The proposed project would consume transportation energy during operations from the use of motor vehicles. The annual VMT for the proposed Brea Mall is estimated to be 10,599,333 miles. However, since the proposed project would involve further development of the mall and new residential opportunities, its implementation would provide more opportunities for employment for residents of the City and opportunities to reside within an urbanized area with nearby amenities and public transit options. Bicycle racks and storage for employee use would be installed in compliance with CALGreen. These features would contribute to minimizing per capita VMT and transportation-related fuel usage. Therefore, impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from energy use to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on energy resources. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.4-2: The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. [Threshold E-2]**

---

### **City of Brea Sustainability Plan**

The Sustainability Plan includes goals and measures that focus on increasing energy efficiency and renewable sources of energy. Both the retail and residential components of the project would be built to meet the California Building Energy Efficiency Standards and CALGreen and would thereby fulfil Policy SP-Build 1.1 and 1.3 of the Sustainability Plan to promote programs that support efficiency in new construction and promote green building measures. The proposed project would be consistent and would not interfere with the City of Brea Sustainability Plan.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from energy to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on consistency with the Brea Sustainability Plan. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## **5. Greenhouse Gas Emissions**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential greenhouse gas (GHG) emissions impacts:

- PPP GHG-1      New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2016 Building and Energy Efficiency Standards were effective starting January 1, 2017. The 2019 Building and Energy Efficiency Standards will become effective on January 1, 2020. The Building Energy and Efficiency Standards and CALGreen are updated tri-annually with a goal to achieve zero net energy for residential buildings by 2020 and non-residential buildings by 2030.
  
- PPP GHG-2      New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2). The proposed project would be required to provide anchored bicycle racks and long-term secured bicycle parking.
  
- PPP GHG-3      California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).
  
- PPP GHG-4      Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.
  
- PPP GHG-5      New buildings are required to adhere to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

---

**Impact 5.5-1: Implementation of the proposed would not generate a net increase in GHG emissions, either directly or indirectly, that would have a significant impact on the environment. [Threshold GHG-1]**

---

### **GHG Emissions**

Implementation of the proposed project would result in additional mall shops, a fitness center, and residential uses. From these additional land uses, the proposed project would generate up to 33,976 weekday vehicle trips and 42,060 Saturday vehicles trips. The proposed project would result in an increase in water demand, wastewater and solid waste generation, area sources, and energy usage. GHG emissions from the proposed project, as compared to existing conditions, would not exceed South Coast AQMD's bright-line significance threshold. As a result, GHG emissions would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from GHG emissions to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on GHG emissions. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.5-2: Implementation of the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. [Threshold GHG-2]**

---

Applicable plans adopted for the purpose of reducing GHG emissions include CARB's Scoping Plan and SCAG's Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS). A consistency analysis with these plans is presented below.

### **CARB Scoping Plan**

The California Air Resources Board's (CARB) Scoping Plan is California's GHG reduction strategy to achieve the state's GHG emissions reduction target established by Assembly Bill (AB) 32, which is to return to 1990 emission levels by year 2020, and Senate Bill (SB) 32, which is reduce emissions 40 percent below 1990 levels by 2030. Statewide strategies to reduce GHG emissions include the Low Carbon Fuel Standard, California Appliance Energy Efficiency regulations, California Renewable Energy Portfolio standard, changes in the Corporate Average Fuel Economy standards, and other early action measures as necessary to ensure the state is on target to achieve the GHG emissions reduction goals of AB 32 and SB 32. Also, new buildings are required to comply with the current Building Energy Efficiency Standards and California Green Building Code. While measures in the Scoping Plan apply to state agencies and not the proposed project, the project's GHG emissions would be reduced from compliance with statewide measures that have been adopted since AB 32 and SB 32 were adopted. Therefore, as with the approved project, the proposed project would not obstruct implementation of the CARB Scoping Plan.

## SCAG's Regional Transportation Plan/Sustainable Communities Strategy

SCAG's 2020-2045 RTP/SCS was adopted September 3, 2020. The RTP/SCS identifies multimodal transportation investments, include bus rapid transit, light rail transit, heavy rail transit, commuter rail, high-speed rail, active transportation strategies (e.g., bikeways and sidewalks), transportation demand management strategies, transportation systems management, highway improvements (interchange improvements, high-occupancy vehicle lanes, high-occupancy toll lanes), arterial improvements, goods movement strategies, aviation and airport ground access improvements, and operations and maintenance to the existing multimodal transportation system.

The RTP/SCS does not require that local general plans, specific plans, or zoning be consistent with the SCS, but provides incentives for consistency for governments and developers. The proposed project would result in high density residential development proximate to Brea Downtown and major employers. As detailed in the project description, the project would enhance the pedestrian and bicycle linkages to Brea Downtown. Consequently, the project is consistent with the overall objectives of SCAG's RTP/SCS. The proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS. This impact is less than significant.

## City of Brea Sustainability Plan

To meet the defined goals and policies, the Sustainability Plan provides phased measures that include an implementation time frame and estimated CO<sub>2</sub> mitigation for the City. The Sustainability Plan consists of measures to reduce GHG emissions in the City. Both retail and residential components of the project would be built to meet California Building Energy Efficiency Standards and CALGreen and would thereby fulfil SP Build 1.1 and 1.3 of the Sustainability Plan to promote programs that support efficiency in new construction and promote green building measures. Overall, the proposed project would be consistent and would not interfere with the City of Brea Sustainability Plan.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from GHG emissions to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact associated with consistency with plans adopted for the purpose of reducing GHG emissions. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## 6. Hazards and Hazardous Materials

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential hazards and hazardous materials impacts:

PPP HAZ-1 Any project-related hazardous materials and hazardous wastes will be transported to and/or from the project site in compliance with any applicable state and federal requirements, including the US Department of Transportation regulations listed in the Code of Federal Regulations (Title 49, Hazardous Materials Transportation Act); California Department of Transportation standards; and the California Occupational Safety and Health Administration standards.

- PPP HAZ-2 Any project-related hazardous waste generation, transportation, treatment, storage, and disposal will be conducted in compliance with the Subtitle C of the Resource Conservation and Recovery Act (Code of Federal Regulations, Title 40, Part 263), including the management of nonhazardous solid wastes and underground tanks storing petroleum and other hazardous substances. The proposed project will be designed and constructed in accordance with the regulations of the Orange County Environmental Health Department, which is the designated Certified Unified Program Agency and which implements state and federal regulations for the following programs: (1) Hazardous Waste Generator Program, (2) Hazardous Materials Release Response Plans and Inventory Program, (3) California Accidental Release Prevention, (4) Aboveground Storage Tank Program, and (5) Underground Storage Tank Program.
- PPP HAZ-3 Any project-related demolition activities that have the potential to expose construction workers and/or the public to asbestos-containing materials or lead-based paint will be conducted in accordance with applicable regulations, including, but not limited to:
- South Coast Air Quality Management District’s Rule 1403
  - California Health and Safety Code (Section 39650 et seq.)
  - California Code of Regulations (Title 8, Section 1529)
  - California Occupational Safety and Health Administration regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead])
  - Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])
- PPP HAZ-4 The removal of other hazardous materials, such as polychlorinated biphenyls (PCBs), mercury-containing light ballast, and mold, will be completed in accordance with applicable regulations pursuant to 40 CFR 761 (PCBs), 40 CFR 273 (mercury-containing light ballast), and 29 CFR 1926 (molds) by workers with the hazardous waste operations and emergency response (HAZWOPER) training, as outlined in 29 CFR 1910.120 and 8 CCR 5192.
- PPP HAZ-5 Any project-related new construction, excavations, and/or new utility lines within 10 feet or crossing existing high-pressure pipelines, natural gas/petroleum pipelines, or electrical lines greater than 60,000 volts will be designed and constructed in accordance with the California Code of Regulations (Title 8, Section 1541).
- PPP HAZ-6 As part of the project review process, the City of Brea Police Department may require approval of an Emergency Evacuation and Response Plan in the event of an emergency at Brea Mall to address emergency response and access. Additional design features to address the City of Brea Police Department’s service standards will be incorporated as conditions of approval for the project.

---

**Impact 5.6-1: Project construction and operations of the proposed project could involve the transport, use, and/or disposal hazardous materials; however, compliance**

with existing local, state, and federal regulations would ensure impacts are minimized. [Threshold H-1]

---

### **Transport, Use, and Disposal of Hazardous Materials**

Project construction would require small amounts of hazardous materials, including fuels, greases and other lubricants, and coatings such as paint. The handling, use, transport, and disposal of hazardous materials by the construction phase of the project would comply with existing regulations of several agencies—the Environmental Protection Agency (EPA), the Orange County Environmental Health Division, California Occupational Safety and Health Administration (OSHA), California Division of Occupational Safety and Health, and U.S. Department of Transportation (USDOT). The project would include residential and commercial uses. Project maintenance and operation may require the use of cleaners, solvents, paints, and other custodial products that are potentially hazardous. These materials would be used in relatively small quantities, clearly labeled, and stored in compliance with state and federal requirements. Moreover, the residents and employees of the proposed project may also use such products. With the exercise of normal safety practices, the product would not create substantial hazards to the public or the environment. Therefore, a less than significant impact would occur.

Additionally, construction projects typically maintain supplies on-site for containing and cleaning small spills of hazardous materials. However, construction activities would not involve a significant amount of hazardous materials, and their use would be temporary. Furthermore, project construction workers would be trained on the proper use, storage, and disposal of hazardous materials. Operation of the site would not warrant use of hazardous materials in quantities that could result in hazardous conditions. All on-site activities during construction and operation would be required to adhere to federal, state, and local regulations for the management and disposal of hazardous materials. Therefore, transport, use, and/or disposal of hazardous materials during construction of new developments in accordance with the proposed project would be properly managed, and impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from transport, use, and disposal of hazardous materials. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.6-2:** For Impact 5.6-2, refer to Section D, *Findings on Significant Environmental Impacts that can be Reduced to a Less than Significant Level*.

---

---

**Impact 5.6-3: The project site is not within one-quarter mile of an existing school; the proposed project would not emit substantial quantities of hazardous emissions, and use of hazardous materials on-site would be regulated by existing local, state, and federal regulations. [Threshold H-3]**

---

### **Hazardous Emissions**

The project area is not within a one-quarter mile of a school; the nearest school to the project area is Laurel Elementary School approximately 0.4-mile west of the project area. Operation of the proposed project would not result in the release of hazardous emissions. No significant hazardous materials, substances, or wastes would be transported, used, or disposed of in conjunction with the proposed project's operation. The onsite use of hazardous materials at the project area would be restricted to cleaning solvents and paints used by facilities maintenance staff and cleaning solvents by residents and employees of the proposed project. The materials used by facilities maintenance staff would be used in small quantities and stored in compliance with state and federal requirements. No significant impacts would affect occupants at schools proximate to the project area. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from hazardous emissions. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.6-4: The project area is on a list of hazardous materials sites; however, no existing violations are listed. [Threshold H-4]**

---

### **Hazards Materials Sites**

The environmental regulatory records review conducted as part of the Phase I Environmental Site Assessment (ESA) searched the following databases to identify whether the project area was listed: Federal National Priorities Sites List (NPL); Federal Delisted NPL Sites; Federal Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) Sites; Federal CERCLIS, No Further Remedial Action Planned (NFRAP) Sites; Federal Resource Conservation and Recovery Act (RCRA) Corrective Action (CORRACTS) Facilities; Federal RCRA Non-CORRACTS Treatment, Storage, and Disposal (TSD) Facilities List; Federal RCRA Generators List; Federal Institutional Control/Engineering Control Registries (IC/EC); Federal Emergency Response Notification System (ERNS) List; State/Tribal-Equivalent National Priority List (NPL) Sites; State/Tribal-Equivalent CERCLIS Sites; State/Tribal-Equivalent Landfill and Solid Waste Disposal Sites, State/Tribal-Equivalent Leaking Storage Tank (LUST) Sites; State/Tribal-Equivalent Spills Leaks Investigations and Cleanup (SLIC) List; State/Tribal Registered Storage Tank List, State/Tribal Voluntary Cleanup Sites (VCP); State/Tribal Brownfields Sites; and State/Tribal Institutional Control/Engineering Control Registries (IC/EC).

Of these databases, the project area was listed on the Federal RCRA Generators List and the State/Tribal Registered Storage Tank List. The project area was also listed on the following databases:

California Environmental Reporting System (CERS), Hazardous Waste Information System (HAZNET), Historic HAZNET, RCRA, and Delisted Tank. As CERS, HAZNET, and Historic HAZNET did not consider the listing to be a Recognized Environmental Condition (REC), and specific information regarding the violation was not listed on RCRA. The project area was not listed on EnviroStor or GeoTracker. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from recognized environmental conditions (REC) associated with the site. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.6-5: The project site is not in the vicinity of an airport or within the jurisdiction of an airport land use plan. [Threshold H-5]**

---

**Airport Land Use Plan**

The project site is not within an airport land use plan area or within two miles of a public use airport. The nearest public-use airport is the Fullerton Municipal Airport, approximately 5.7 miles southwest of the project area. Therefore, the proposed project would not result in a safety or noise hazard for people residing at the proposed project. No impact would occur.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have no significant direct, indirect, and cumulative impact from proximity to an airport or airport land use plan. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.6-6: Project development would not affect the implementation of an adopted emergency response or evacuation plan. [Threshold H-6]**

---

**Emergency Response Plan**

The addition of project residents, visitors, and patrons would be expected to increase the volume of vehicles leaving the mall in the event of an emergency, which could impede emergency vehicles from attempting to get into the mall; this issue is discussed in Section 5.12, *Transportation*, of the EIR. The proposed project would not conflict with adopted emergency response or evacuation plans, as the City does not have an evacuation or response plan related to Brea Mall. The surrounding roadways would continue to provide emergency access to the project area and surrounding properties during construction and postconstruction. Based on the Brea Police Department's initial review, the City may require approval of an Emergency Evacuation and Response Plan which would be incorporated as a condition of approval (see PPP HAZ-6). The proposed project would not result in inadequate emergency access. This impact is less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have a less than

significant direct, indirect, and cumulative impact associated with consistency with emergency evacuation plans. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.6-7: The project site is not in a designated Very High Fire Hazard Severity Zone and would not expose structures and/or residences to fire danger. [Threshold H-7]**

---

### **Fire Hazards**

The project site is in a highly urbanized, built-out portion of the City of Brea, and is not within a Very High Fire Hazard Severity Zone. No impacts would occur.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from hazards and hazardous materials to less than significant levels. The proposed project would have no significant direct, indirect, and cumulative impact from wildfire hazards. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## **7. Land Use and Planning**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential land use and planning impacts:

PPP LU-1      As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project.

---

**Impact 5.7-1: Project implementation would not divide an established community. [Threshold LU-1]**

---

### **Dividing and Established Community**

The project area, which is developed with Brea Mall, is in a highly developed area east of Brea Downtown and is surrounded by commercial and residential uses. The proposed project would not divide an established residential community. The underutilized Sears building, associated auto center, and 7.5 acres of surface parking would be demolished to allow for a mix of uses on the project area. The proposed project would revitalize the former Sears parcel and introduce residential uses into an area that is primarily retail, hotel, and civic (institutional) center uses. The project area is surrounded by residential and commercial uses. The introduction of residential uses to the existing underutilized commercial site, which is surrounded by commercial and residential uses, would not divide an established community. Therefore, impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from land use and planning to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from the potential to divide an established community. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.7-2: Project implementation would not conflict with applicable plans adopted for the purpose of avoiding or mitigating an environmental effect. [Threshold LU-2]**

---

## **City of Brea**

### ***General Plan***

The General Plan land use designation for the site is Regional Commercial, which is intended for diversified commercial uses serving a wide regional market area. The proposed project would result in a change to the Mixed Use I (MU-I) designation, which provides areas for intense, mixed-use urban environments that offer opportunities for people to live, work, shop, and recreate without having to use their cars. The proposed project would be consistent with the Brea General Plan policies pertaining to mixed-use projects.

Policies in the General Plan call for a balance between the provision of jobs and housing, a closer link between housing and jobs, efficient use of land by encouraging commercial and residential uses on the same property, creating large interactive open and public spaces and pedestrian access that serve the entire community, the provision of mixed-use development that respond to market and community needs, encouraging new development along highly visible corridors that are pedestrian-oriented, encouraging mixed-use development to be located on historically supporting commercial centers and infill sites, and encouraging new development to be walkable and reduce reliance on automobiles. The proposed project would include employment opportunities and residential uses, on the same property, in an area surrounded by commercial, institutional, and residential uses; the proposed project would include a fitness center, and an internal bike lane; and the proposed project would include a bike/pedestrian trail that would improve transportation and pedestrian connections between Downtown Brea and the rest of the community. The proposed project would be consistent with the policies of the General Plan and impacts would be less than significant.

### ***Zoning***

The project area is zoned C-C (Major Shopping Center Zone) with a P-D Precise Development overlay. The proposed project would require a General Plan Amendment and Zone Change to Mixed Use I for the entire 73.8-acre project area. The residential density range for development in the MU-I zone is 12.1 to 50 units per acre and the maximum allowed FAR is 3.00. The project density on the 73.8-acre site is 5.1 units per acre. There would be a total of 953,525 square feet of new construction (119,415 square feet of retail, 90,000 fitness center, 388, 346 square feet of residential, and 355,764 square feet of parking structure), which would have a FAR of less than 1.0.

The proposed project would not conflict with the MU-I zone’s maximum height restriction of 100 feet—the highest point of the residential building would be approximately 86 feet and 6 inches to the top of the highest architectural projection (raised architectural parapet). All improved building sites are required to have a minimum landscaped coverage of 15 percent of the net site area. Therefore, the proposed project would meet or exceed the landscaping and open space requirements of the MU-I zone which require a minimum of 75 square feet per dwelling unit of common residential open space, a minimum of 50 square feet per dwelling unit of private open space.

### ***Parking***

The project applicant is required to provide parking in accordance with the City’s zoning requirements. The proposed project would be required to provide parking in accordance with the existing Development Agreement. However, the Brea Mall is proposing to reduce the parking rate for the proposed project. As such, the City is requiring a parking study be conducted to evaluate if the proposed parking is sufficient. The proposed project would provide a total of 940 residential and retail parking spaces. Parking for the proposed project would be required to meet City of Brea Municipal Code Section 20.08.040, Off-Street Parking and Loading, or the exceptions, as indicated in Section 20.08.040 (F), Exception or Modifications to Off-Street Parking Requirements. Pursuant to the City’s regulations, the City of Brea would review the parking study and may impose additional conditions to ensure that the proposed parking demand of the project is satisfied.

### **SCAG 2016-2040 RTP/SCS Consistency**

The proposed project is generally consistent with the overarching goals of the RTP/SCS. Orange County Transportation Authority (OCTA) bus routes intersect at the Brea Mall transit center. The proposed project would result in high density housing and employment within a half mile of transit. Additionally, the proposed project would improve bike lanes and connectivity from the Brea Mall and residential areas to the City’s civic center as well as to adjacent commercial and mixed-use properties on Birch Street. Therefore, the proposed project is consistent with SCAG’s RTP/SCS.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from land use and planning to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact associated with consistency with plans adopted to avoid or mitigate environmental effects. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## **8. Noise**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project’s potential noise and vibration impacts:

- PPP NOI-1      Project-related construction activity will be limited to the hours of 7:00 am to 7:00 pm on weekdays and Saturdays. Construction is prohibited on Sundays.
- PPP NOI-2      The project will comply with City of Brea’s stationary exterior noise standards summarized above in Table 5.8-3.

- PPP NOI-3      The project will comply with the City of Brea's vibration standards of 70 VdB at the property line of the sensitive receptor.
- PPP NOI-4      The residential development will comply with the California Building Code (CBC), Title 24, Part 2, Volume 1, Chapter 12, Interior Environment, Section 1207.11.2, Allowable Interior Noise Levels. Non-residential development will comply with the CBC, Title 24, Building Standards Administrative Code, Part 11, CALGreen.
- PPP NOI-5      Outdoor nonresidential uses in mixed-use projects shall be prohibited from operating between the hours of 10:00 p.m. and 7:00 a.m. in accordance with Section 20.258.030 (H)(1) Hours of Operation.
- PPP NOI-6      The covenants, conditions, and restrictions of a mixed-use project shall indicate the times when the loading and unloading of goods may occur on the street, provided that in no event shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week in accordance with Section 20.258.030 (H)(3) Loading and Unloading Activities.
- PPP NOI-7      Residents of a mixed-use development project shall be notified in writing before taking up residence that they will be living in an urban type of environment and that the noise levels may be higher than a typical residential area. The covenants, conditions, and restrictions of a mixed-use project shall require that the residents acknowledge their receipt of the written noise notification. Their signatures shall confirm receipt and understanding of this information in accordance with Section 20.258.030 (H)(4) Noise Notification.
- PPP NOI-8      Residential dwelling units shall be designed to be sound attenuated against present and future project noise. New projects or new nonresidential uses in existing projects shall provide an acoustical analysis report, by an acoustical engineer, describing the acoustical design features of the structure required to satisfy the exterior and interior noise standards in accordance with Section 20.258.030 (H)(6) Sound Mitigation.
- PPP NOI-9      Noise-generating equipment. Noise-generating equipment (e.g., refrigeration units, air conditioning, exhaust fans, etc.) shall require special consideration in their location and screening in order to avoid creating a nuisance in accordance with Section 20.258.030 (K)(3) Noise Generating Equipment.

---

**Impact 5.8-1: Construction activities would not result in temporary noise increases in the vicinity of the proposed project in excess of standards. [Threshold N-1]**

---

### **Construction Vehicles**

Construction generates temporary worker and vendor trips and the number of trips vary by activity phase. Overlapping phases are anticipated to have up to 440 daily and worker trips at their peak vendor. Haul trips would have a maximum of 49 daily trips during site preparation soil haul for an 87 work-day duration. This increase in trips when compared to the existing average daily trips of 7,610 to 72,542

along nearby roadway segments in the project vicinity would have a negligible increase in terms of traffic noise. Therefore, noise impacts related to temporary construction vehicle trips would be less than significant.

### **Construction Equipment**

Noise generated by on-site construction equipment is based on the type of equipment used, its location relative to sensitive receptors, and the timing and duration of noise-generating activities. The proposed project would result in demolition and redevelopment of the up-to 15.5-acre area. Construction is anticipated to start in the summer of 2022 and would take up to 40 months. Construction equipment would include, but is not limited to, scrapers and graders for grading, excavators for utility installation, backhoes for foundation excavation, cranes and saws for construction of vertical buildings, paving machines, and plaster guns for interior and exterior coating.

Construction noise would not exceed the 80 dBA  $L_{eq}$  at the nearest sensitive receptors. Construction would abide by the Brea Municipal Code's limited construction hours unless special permits are acquired. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from noise to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from construction noise. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.8-2: Project implementation would not result in long-term operation-related noise that would exceed local standards. [Threshold N-1]**

---

### **Stationary Noise**

#### *Outdoor Activities*

Outdoor spaces would be residential outdoor amenities such as terraces, an outdoor lounge, courtyard, and clubhouse. This would be for residents and guests only and not open to the general public. Most noise would be associated to that of conversations. A typical conversation is about two people at a distance of 3 feet. The nearest sensitive receptors are 300 and 700 feet to the west. At that distance, noise from residential outdoor amenities is expected to be inaudible over the existing ambient of traffic noise and other noise sources. Therefore, impacts would be less than significant.

#### *Mechanical Equipment*

The proposed project would have heating, ventilation, and air conditioning systems (HVAC). Typical HVAC equipment generates noise levels ranging up to 72 dBA at 3 feet. The nearest receptor is approximately 220 feet from the proposed mixed-use residential building. At that distance, HVAC noise would attenuate to approximately 35 dBA which is below the City of Brea exterior noise level standards for both daytime and nighttime. This impact would be less than significant.

### ***Loading Docks***

The Sears building that is proposed to be demolished has a loading dock with direct line of sight to the nearest sensitive receptor (Grace Covenant Church). The loading docks of the proposed buildings would be in the rear, acoustically shielded by future project development such as the retail, residential, and fitness center buildings. Therefore, the proposed loading docks would result in less noise exposure to nearby sensitive receptors than under existing conditions. Impacts would be less than significant.

### **Traffic Noise**

The project-related noise increase was estimated to be 0.5 dBA or less on all traffic study roadway segments. Since the noise level increase due to project-generated traffic would be less than 1.5 dBA, the proposed project would not cause a substantial permanent noise level increase at surrounding noise-sensitive receptors. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from noise to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from long-term operational noise. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.8-3: The project would not create excessive short-term or long-term groundborne vibration. [Threshold N-2]**

---

### **Construction Vibration**

Potential vibration impacts associated with development projects are usually related to the use of heavy construction equipment during the demolition and grading phases of construction. Construction can generate varying degrees of ground vibration depending on the construction procedures and equipment. Vibration from construction activities rarely reaches the levels that can damage structures.

### ***Vibration Annoyance***

The City of Brea has established a vibration perceptibility threshold of 70 VdB. Table 5.8-9, *Vibration Levels for Typical Construction Equipment*, of the EIR, shows VdB levels at a reference distance of 25 feet, as well as projected at a distance of 160 feet. At this distance, use of a vibratory roller could potentially exceed 70 VdB. Vibration levels at this distance would be lower for other types of construction equipment. The nearest sensitive receptor to a main construction area would be Grace Covenant Community Church, approximately 450 feet measured from the center of the construction area to the church property line. Therefore, vibration levels would attenuate to well below 70 VdB; impacts would be less than significant.

### ***Architectural Damage***

At a distance greater than 20 feet, construction-generated vibration levels at the buildings would be less than 0.3 in/sec peak particle velocity (PPV). The nearest offsite building is BJ's restaurant, approximately 75 feet southwest of the proposed project. Since there are no structures within 20 feet

of the construction site, potential architectural damage impacts due to vibration would be less than significant.

### Operational Vibration

The proposed project would have loading docks and operations similar to that of existing operations. Loading dock operations would not create substantial operational vibration. There are no sources of substantial groundborne vibration associated with the project, such as a rail or subways. The proposed project would not create or cause any significant vibration impacts due to project operations. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from noise and vibration to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from construction and operational vibration. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.8-4: The proximity of the project site to an airport would not result in exposure of future residents or workers to excessive aircraft noise. [Threshold N-3]**

---

### Aircraft Noise

The proposed project is approximately 5.7 miles southwest of the nearest airport, Fullerton Municipal Airport, and no private airstrips are within 2 miles of the proposed project. Therefore, no impacts would occur.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from noise to less than significant levels. The proposed project would have no significant direct, indirect, and cumulative impact from airport or aircraft noise. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## 9. Population and Housing

---

**Impact 5.9-1: The proposed project would directly result in population growth of approximately 691 residents and 67 employees in the project area but would not induce substantial additional growth. [Threshold P-1]**

---

### Construction

Construction of the proposed project would require contractors and laborers. Because of the size of the project, the City expects that the supply of general construction labor would be available from the local and regional labor pool. The project would not result in a long-term increase in employment from short-term construction activities.

## Population

Based on the US Census American Community Survey, the weighted average household size in the City of Brea, for renters who live in structures with 50 or more units, is 2.01 persons. This weighted average was further refined and reduced by 10 percent to account for the proposed project's lower bedroom count (0 to 2 bedrooms per unit). The EIR uses this conservative estimate of 1.81 persons per unit for the 0- to 2-bedroom units, and 2.01 persons for the proposed project's 3-bedroom units to forecast the number of people generated by the proposed project. The proposed project would be expected to add 691 residents. When compared to the 2019 estimated population of 45,606, the proposed project would result in an approximately 1.52 percent increase in population.

As shown in Table 5.9-6, *SCAG Growth Projections for the City of Brea*, of the EIR, SCAG's 2040 estimated population for the City of Brea is 50,600, which is an increase of 4,994 residents from the 2019 estimated population of 45,606 residents. The potential 691 new residents of the proposed project would comprise approximately 13.8 percent of the projected increase for the City based on the SCAG RTP/SCS. The SCAG projections estimate a 2020 population of 48,700 for the City, which is an increase of 3,094 residents from the 2019 population estimate. If the project population is added to the existing population estimate, the resulting estimated population of 46,297 remains below the year 2020 projection.<sup>1</sup> Therefore, project implementation would not exceed SCAG population projections.

## Employment

The proposed project would result in an increase of 47,425 square feet of commercial square footage and would be expected to add 67 employees. When compared to the Citywide 2019 estimated employment of 22,086 employees, the proposed project would result in an approximately 0.30 percent increase in employees in the City of Brea. As shown in Table 5.9-6, SCAG's 2040 estimated employment for the City of Brea is 53,700 which is an increase of 31,614 employees from the 2019 estimated employment of 22,086 employees. The potential 67 new employees of the proposed project would comprise approximately 0.21 percent of the projected 20-year increase for the City based on the SCAG RTP/SCS. If the project employment is added to the existing employment estimate, the resulting estimated employment of 22,153 remains below the year 2040 projection.<sup>2</sup> Therefore, project implementation would not exceed SCAG employment projections.

## Housing

The new units under the proposed project would increase housing in the City by 2.31 percent. The City of Brea adopted the 2021-2029 Housing Element in September 2021, which identified that the City needs to accommodate an additional 2,365 units in the 2021-2029 timeframe. The proposed project would represent 16.1 percent of the planned increase of housing units based on the 2021-2029 regional housing needs assessment. The proposed project would be within SCAG's projected housing growth.

---

<sup>1</sup> Note that all of these figures assume residents new to the City.

<sup>2</sup> Note that all of these figures assume residents new to the City.

### Jobs-Housing Balance

A project's effect on the jobs-housing balance is an indicator of how it will affect growth and quality of life in the project area. Because the jobs-housing ratio for the City is jobs-rich (3.15 jobs per unit; see Table 5.9-6 of the EIR), the decrease in jobs-housing ratio from the additional 380 residential units would be a slightly favorable result from a planning perspective because the project would provide more housing in a City with high employment. This impact would be less than significant.

**Finding.** The proposed project would have a less than significant direct, indirect, and cumulative impact from population and employment growth associated with the project. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.9-2: Project implementation would not displace people and/or housing. [Threshold P-2]**

---

### Displacing People or Housing

The proposed project is currently developed with the existing Sears building and parking lot. According to RHNA for the 2021-2029 Housing Element Cycle, the City's share of regional future housing needs is a total of 2,365 new units between 2021 and 2029. The proposed project would increase the number of housing units in the City by 380 units, thereby increasing the City's housing supply. Therefore, the proposed project would not displace people or housing, but would increase the number of housing units in the City.

**Finding.** The proposed project would have no significant direct, indirect, and cumulative impact from displacing people or housing. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## 10. Public Services

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential public services impacts:

- |          |  |
|----------|--|
| PPP PS-1 | New buildings are required to meet the fire regulations outlined in California Health and Safety Code (Sections 13000 et seq.).  |
| PPP PS-2 | The retail and residential buildings shall have required fire protection systems installed (fire sprinkler, fire alarm, standpipes, etc.) as required under the currently adopted California Fire Code, National Standards and adopted ordinances.   |
| PPP PS-3 | The residential building(s) shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems at the exterior of the building. The radio coverage system shall comply with the Brea Fire Department guidance document. |

## ATTACHMENT F

- PPP PS-4 Submit a Fire Master Plan to the Brea Fire Department to Brea FD for review and approval. At time of submittal, the FMP shall include the fire department access road, location of existing and proposed public fire hydrants, required automatic wet standpipes, fire lane marking, hose pulls that extend to within 150 feet of all portions of the exterior walls, fire flow requirements based on construction type and total square footage of building.
- PPP PS-5 The project applicant is required to pay development impact fees (dispatch impact fees, fire impact fees, fire service fees).
- PPP PS-6 The project will be designed, built, and operated in accordance with the City of Brea's Municipal Code Chapter 15.08 Building Code and Chapter 16.04 Brea Fire Code.
- PPP PS-7 Provide an emergency response plan with a site map showing emergency access points and detail on security, evacuation routes and procedures, assembly points, emergency exits, fire alarm stations, location of emergency contacts shall be submitted for review and approval by the Police Department prior to final occupancy. The Police Department shall verify compliance prior to building occupancy.
- PPP PS-8 Plans shall reflect that all restricted access points in the residential building have a full access Knox Box at points of entry, including interior hallways. The site plan and floor plan for the residential building shall identify restricted access points. The Police Department shall verify compliance prior to building occupancy.
- PPP PS-9 Provide details on the approach for overall safety and security of the day-to-day operation, during special events and high-peak seasonal periods. Detail should include specifics on surveillance, security lighting, resident safety, traffic management, vehicle and pedestrian circulation, operating hours, overnight activities, management of temporary events and/or general programming of special events.
- PPP PS-10 Provide details on implementation of security measures to protect open air pedestrian areas with devices to prevent vehicles from entering the area for security measures.
- PPP PS-11 Funding will be required in connection with the City's fiber optic system along with funding for our citywide Camera system for the "project area" and ALL ingress/egress points at the Brea Mall; this also includes installation of high-definition PTZ video cameras and fixed mounted ALPRs.
- PPP PS-12 Install radio repeater inside the Brea Mall.
- PPP PS-13 Provide access to and funding for the interface of Brea Mall Security CCTV system to the Brea Police Department ICC.
- PPP PS-14 Pursuant to AB 2926, new development is required to pay development impact fees to assist in providing school facilities to serve students generated by new development.

PPP PS-15 Pursuant to SB 50, new development is required to offset the costs associated with increasing school capacity, where the funds collected go to acquiring school sites, constructing new school facilities, and modernizing existing school facilities.

---

**Impact 5.10-1: The proposed project would introduce new structures, 691 residents and 67 employees into the City of Brea Fire Department service boundaries, thereby increasing the requirement for fire protection facilities and personnel. [Threshold FP-1]**

---

## Fire

Brea Fire Department Station #1 is 1.30 miles northwest of the project area, and Brea Fire Department Station #2 is 0.60-mile northwest of the project area. There are no existing deficiencies in the level of fire protection service currently provided to the area including and surrounding the project area.

The proposed project would likely increase the number of service calls and demand for fire services. However, the proposed project would comply with the California Fire and Building Codes, City ordinances, and applicable national standards. The following fire protection systems would be required for the proposed project: automatic fire sprinkler system, automatic fire alarm system, a fire pump, and an emergency responder radio coverage system. Additionally, fire apparatus access roads would also be provided to ensure adequate accessibility to the proposed structures. Fire vehicles, equipment, and expansion of existing facilities is funded partially through Development Impact Fees (DIF) from new development. However, the majority of the funds for facilities, equipment, and service personnel come from the City's General Fund. Funding from property taxes would be expected to grow roughly proportional to the increase in residential units and non-residential square footage associated with the project. The project applicant would pay the appropriate fire impact fees, fire service fees, and dispatch fees prior to the issuance of any building permits. Therefore, new or expanded fire facilities that could result in adverse environmental impacts would not occur. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to fire facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.10-2: The proposed project would introduce new structures, 690 residents and 67 employees, into the City of Brea Police Department service boundaries, thereby increasing the requirement for police protection facilities and personnel. [Threshold PP-1]**

---

## Police

The proposed project would increase calls for service, which would increase service needs from the police department. Based on the Brea Police Department's initial review, the City has requested an increased integration with onsite private security and the police department, the ability of police officers to access locked common areas for emergency response, and verified police/fire radio reception in

enclosed areas of the mall are considerations that would be discussed during the project review process and incorporated as conditions of approval. Funds for additional police facilities, equipment, and officers would come from the Department Impact Fees collected from new development, as well as the City's General Fund. Funding from property taxes would be expected to grow roughly proportional to the increase in residential units and non-residential square footage associated with the project. The project applicant would be required to pay dispatch fees prior to the issuance of any building permits that would be used to provide future upgrades to police and fire dispatch systems. The proposed project would not adversely affect the Brea Police Department's ability to provide adequate service and would not require new or expanded police facilities that could result in adverse environmental impacts. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to police and emergency facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.10-3: The proposed project would generate 260 students who would impact the school enrollment capacities of the Brea Olinda Unified School District. [Threshold SS-1]**

---

**Schools**

Brea Junior High School and Brea Olinda High School would be able to accommodate the potential increase in enrollment as a result of the proposed project. Laurel Elementary School would not be able to accommodate the potential increase in enrollment and would be over capacity by 82 students; however, the Magnet Bilingual Program at Laurel would continue, and the proposed project would not affect student busing services or meal services at Laurel Elementary.

Existing school facilities may not be adequate to serve additional students generated by the proposed project. However, the increased demands for additional school facilities would be accommodated through the payment of development fees. BOUSD has adopted a fee program; the current school fees are \$4.08 per square foot for single-family detached homes, \$4.08 per square foot for multifamily attached homes, and \$0.66 per square foot for commercial development. Pursuant to California Government Code Section 65995(h), payment of the impact fees fully mitigates impacts to school facilities. Although the increased demand for school facilities at Laurel Elementary School would result in a potential impact, payment of impact fees in compliance with SB 50 would reduce the impacts to an acceptable level. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to school facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.10-4: The proposed project would introduce 691 residents to the project site; however, the City has adequate parkland, and the project would not have significant impacts to parks. [Threshold PS-1]**

---

### **Parks**

The proposed project would create a demand for 3.46 acres of parkland. The proposed project would provide approximately 21,215 square feet of private open space, and 59,997 square feet of common open space areas. The residential building would include 21,215 square feet of onsite amenities including a fitness center for residents (2,740 square feet), a 6,198 square foot club house, a 4,477 square foot spa/yoga facility as well as 38,756 square feet of private outdoor space for residents, which would include an outdoor lounge, roof and amenity decks, and terraces common open space areas. The project would also provide a 0.5-acre central green and a 0.3-acre plaza. Though the City has adequate parkland under the current standard, and would continue to have an excess of 748.51 acres of park space with project implementation, parks and/or amenities may need to be distributed to serve the local area depending on community needs and demographics. Upon project implementation, and the open space areas to be developed, impacts to parks would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to park facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.10-5: The proposed project would introduce 691 residents to the project site, which would increase the service needs for the Brea Branch Library. [Threshold LS-1]**

---

### **Libraries**

The only library in the City of Brea, Brea Branch Library, is approximately 370 feet northwest of the project site. According to the City of Brea General Plan EIR, 0.2 square foot of library space is needed per capita; therefore, the proposed project would require an additional 138 square feet. The required square footage would not warrant the construction of a new library or the expansion of the Brea Branch Library. OCPL's service standard is 1.5 book volumes per capita for residential communities; therefore, the increase in population would require an additional 1,037 book volumes. It should be noted that the OCPL also provides a wide range of electronic and digitized resources that do not require physical library space. Funding would be required to provide the additional books to meet the service standard. Generally, impact fees are assessed on new development to help pay for public infrastructure required to accommodate the new development. Funding for library services comes primarily from the property tax revenue, as well as library fines and fees collected from patrons, and state, federal, or government aid. As development occurs, property tax revenue should grow proportionally with the property tax collections. Additionally, access to online resources, including eBooks and audiobooks, are available on the OCPL system. Therefore, the proposed project would not have a substantial impact associated

with the provision of new or physically altered governmental facilities; impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from public services to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to library facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

## 11. Recreation

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential recreation impacts:

- |           |  |
|-----------|--|
| PPP REC-1 | New development is required to fund park and recreational development and improvements through the payment of park development fees.   |
| PPP REC-2 | The proposed project includes installation of Class II bike lanes and/or sharrows bike lanes on the "ring road" and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project. |

---

**Impact 5.11-1: The proposed project would generate 691 residents who could increase the use of existing park and recreational facilities. [Threshold R-1]**

---

### Recreation

The proposed project would generate 691 residents, and this increase in residents would result in an increased use of existing park and recreational facilities. Of the 7,000 acres in the City, 14 percent (980 acres) is designated as parks and open space. The increase in development would create a demand for 3.46 acres of parkland. However, as substantiated in Impact 5.10-4, the City of Brea would continue to have an excess of 748.51 acres of park space with project implementation. Though the City has adequate parkland based on the General Plan goals and current standard, the distribution of parks and/or amenities may be needed to serve the local area. The closest park to the project area is Craig Regional Park, approximately 621 feet south of the project area and separated from the project area by Imperial Highway.

The proposed project would provide approximately 21,215 square feet of private open space. 59,971 square feet of common open space. The residential building would include 21,215 square feet of onsite amenities including a fitness center for residents (2,740 square feet), 6,198 square foot clubhouse, a 4,477 square foot spa/yoga facilities, and as well as 38,756 square feet of private outdoor space for residents, which would include an outdoor lounge, roof, and amenity decks, and terraces.

The proposed project would also include an approximately 90,000-square-foot fitness center onsite, which would be an additional private recreational facility. In addition to the private recreational

amenities, the proposed project would include a 0.5-acre central green, which would be an open common area and include play areas and seating, and a 0.3-acre plaza that could be used for gatherings and concerts. The project would construct an internal bike lane along the mall ring road with offsite bike and pedestrian connections to the plaza. These recreational and open space components would reduce offsite recreational needs and associated potential impacts to Craig Regional Park.

In addition, if deemed necessary by the City, the proposed project may be conditioned to pay park development fees. Therefore, impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to recreational facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.11-2: Project implementation would not result in environmental impacts due to the provision of new and/or expanded recreational facilities [Threshold R-2]**

---

**Expanded Recreational Facilities**

The proposed project would result in the development of 21,215 square feet of private open space and 59,971 square feet of common open space, as well as a 0.5-acre central green and a 0.3-acre plaza, and a 90,000-square-foot fitness center. Although the proposed project would provide new recreational facilities, the construction of these facilities would be less than significant as substantiated in Section 5.2, *Air Quality*, and Section 5.8, *Noise*, of the EIR. The project would not require new and/or expanded facilities other than those already included as part of the project; the proposed project may be conditioned to pay park development fees if deemed necessary by the City. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact from expanded recreational facilities. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

**12. Transportation**

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential transportation impacts:

- PPP TRAF-1 The proposed project is required to pay development impact fees to the City of Brea pursuant to the City's AB 1600 Transportation Improvement Nexus Program (Ordinance 966). Based on a transportation improvement nexus program study conducted in 2011, the City Council adopted Resolution 2011-096, which updated the impact fees, effective February 4, 2012. Fair-share fees serve to offset or mitigate the

cumulative traffic impacts caused by new development. The program ensures all future development in the City of Brea contributes on a fair-share basis.

- PPP TRAF-2 Modifications to the roadway network, including driveways, curbs, and sidewalks, are subject to approval by the City of Brea. Construction work within the right-of-way of a public roadway requires the issuance of a permit by the City of Brea.
- PPP TRAF-3 As part of the project review process, the City of Brea is requiring that the Brea Mall prepare a parking management plan for construction and operational activities to address holiday traffic and parking during the peak holiday season. The requirement to prepare a submit a parking management plan for holiday traffic will be incorporated as conditions of approval for the project.
- PPP TRAF-4 The proposed project includes installation of Class II bike lanes and/or sharrow bike lanes on the “ring road” and the signalized entries of the Brea Mall. The requirement to improve bicycle and pedestrian connections will be incorporated as conditions of approval for the project.
- PPP TRAF-5 The proposed project would include improvements to State College Boulevard between the intersections of Imperial Highway and Brea Mall South. The project would be required to make minor modifications to the existing center median island between Imperial Highway and Brea Mall South and restripe the No. 1 southbound travel lane into a “trap” left-turn lane leading directly to the left-turn pocket at Imperial Highway. As a result, the left-turn storage for the State College and Imperial Highway intersection would consist of one left-turn lane of approximately 260 feet in length and the second left-turn lane of approximately 625 feet in length.

---

**Impact 5.12-1: The proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. [Threshold T-1]**

---

The project area has access to public transit and other forms of alternative transportation (pedestrian and bicycle networks). The proposed project would introduce residential uses onsite and improve pedestrian and bicycle connectivity in the City. The General Plan identifies future Class II bike lanes along Birch Street and State College Boulevard adjacent to the Brea Mall.

The Brea Connecting the Core Active Transportation Plan (ATP) includes bicycle and sidewalk network recommendations at the following roadways: Birch Street, Brea Boulevard, Imperial Highway, State College Boulevard, Berry Street, Poplar Avenue, Lambert Road, Randolph Avenue, Associated Road, and the Tracks at Brea. The proposed project provides linkages to the Class II bike lanes on Birch Street and State College Boulevard, as well as bicycle and pedestrian connections to Randolph Avenue that would be compatible with the recommendations of the City’s ATP to encourage alternative modes of transportation in the City, and as such, the proposed project would not conflict with the ATP vision.

The Brea Mall is surrounded by other commercial and public facilities. Sidewalks are generally provided throughout the City along with crosswalks at most major intersections. State College Boulevard, Birch Street, Randolph Avenue, and Imperial Highway provide pedestrian connectivity via the existing sidewalks linking the project area to the surrounding commercial area. Pedestrian circulation would be provided via the existing sidewalk system and internal pedestrian pathways. The proposed project would improve walkability of the Brea Mall through existing and new pedestrian connections to the onsite and surrounding commercial and public facilities.

Additionally, bus service is provided in the project area. Five OCTA bus routes operate in the vicinity of the project area on Birch Street and College Boulevard (Routes 57, 129, 143, 153, and 213). Bus stops are provided on Birch Street and State College Boulevard. Additionally, the Brea Mall has an onsite transit hub that facilitates transit use in Orange County. The proposed project would not conflict with policies, plans, or programs regarding transit, bicycle, or pedestrian facilities.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from recreation to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact on policies and plans addressing the circulation system. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.12-2: The project would not conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b). [Threshold T-2]**

---

**Vehicle Miles Traveled**

The City of Brea adopted its VMT-based criteria and guidelines on October 6, 2020. Pursuant to the City's VMT methodology, the proposed project screens out from the need to conduct a VMT analysis because the project falls under the Transit Priority Area (TPA) Screening criteria. Projects within a TPA may be presumed to have a less than significant impact absent substantial evidence to the contrary. The presumption may not be appropriate if the project:

- **Has a Floor Area Ratio (FAR) of less than 0.75.** The project's 15.5-acre expansion area is area by which the FAR of the proposed project is determined for the VMT impact analysis under the City's VMT methodology, as determined by the City Engineer. The FAR is 1.73, and therefore, the proposed project is not less than 0.75 FAR.
- **Includes more Parking for Use by Residents, Customers, or Employees of the Project than Required by the City.** Parking for the Brea Mall is currently provided based on the standards developed as part of the existing Development Agreement. The proposed project would be required to provide parking in accordance with this existing Development Agreement. The Brea Mall is proposing to reduce the parking rate for the proposed project. As such, the City is requiring a parking study be conducted to evaluate if the proposed parking is sufficient. As such, the proposed project would not include more parking than required by the City.

- **Is inconsistent with the applicable Sustainable Communities Strategy.** As described in Section 5.7, *Land Use and Planning*, the proposed project would not conflict with Connect SoCal, which is SCAG's most recent RTP/SCS.
- **Replaces affordable residential units with a smaller number of moderate, or higher-income residential units.** The proposed project is currently designated as C-C and developed as the Brea Mall; and therefore, the proposed project would not replace affordable units.

TPAs are defined as a half-mile area around an existing major transit stop or an existing stop along a high-quality transit corridor. Major transit stop means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. HQTA's are defined as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. The existing Brea Mall includes the Brea Mall Transit Center located on the eastern portion of the site; several transit routes serve the Brea Mall Transit Center (OCTA Routes 57, 129, 143, 153, 213, and Foothill Transit Route 286) with a service frequency of 15 minutes or less (see Appendix I2). As such, it can be determined that the existing Brea Mall falls within a TPA. As the project site is located in a TPA. Therefore, under the City's VMT methodology implementation of the proposed project would not result in any significant VMT-related transportation impact.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from transportation to less than significant levels. The proposed project would have no significant direct, indirect, and cumulative impact to Brea's traffic analysis and methodology. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.12-3:** see Section E. *Significant and Unavoidable Impacts that Cannot be Mitigated to Below the Level of Significance.*

---

### 13. Tribal Cultural Resources

---

**Impact 5.13-1:** refer to Section D, *Findings on Significant Environmental Impacts that can be Reduced to a Less than Significant Level.*

---

### 14. Utilities and Service Systems

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential utility and service system impacts:

- |           |  |
|-----------|--|
| PPP USS-1 | The project will pay the Sanitary Sewer Connection Fees collected by the City of Brea, which contribute to maintenance and installation of sewer improvements in the OCSd in accordance with Section 3.32.040, Sewer Service Fees and Charges, of the Brea Municipal Code. |
|-----------|--|

- PPP USS-2 As part of the project review process, the City of Brea Engineering Division will require approval of a Final Sewer Study as part of the encroachment permit issuance. The City of Brea Engineering Division will require project design features to address sewer deficiencies within the Brea Mall and within the City's right-of-way on State College Boulevard. Additional design features to address the City of Engineer's requirements will be incorporated as conditions of approval for the project, such as installation of smart covers so that the City is notified if there is any backup in the sewer segment.
- PPP USS-3 The project will pay the water impact fees and water connection fees collected by the City of Brea, which cover costs to purchase water supplies and to operate and maintain the water distribution system in accordance with Ordinance 967.
- PPP USS-4 Landscaping installed onsite shall conform to the California Green Building Standards Code and Water Efficient Landscape Ordinance requirements to increase landscape water efficiency.
- PPP USS-5 Plumbing fixtures installed onsite shall conform to California Green Building Standards Code requirements to increase water efficiency and reduce urban per capita water demand.
- PPP USS-6 The project would comply with the City's water conservation program during a drought or emergency situation, in accordance with Chapter 13.20, Water Management Program, of the City's Municipal Code.
- PPP USS-7 The project will be constructed and operated in accordance with the Santa Ana Regional Water Quality Control Board Municipal Stormwater (MS4) Permit for Orange County. The MS4 Permit requires the proposed project to prepare and implement a WQMP to:
- Control release of contaminants into storm drain systems.
  - Educate the public about stormwater impacts.
  - Detect and eliminate illicit discharges.
  - Control runoff from construction sites.
  - Implement BMPs and site-specific runoff controls and treatments.
- PPP USS-8 California's Green Building Standards Code (CALGreen) requires the recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale and the amount (by weight or volume).

PPP USS-9      The project will abide by AB 341 and AB 1826. The project will store and collect recyclable materials in compliance with AB 341. Green waste will be handled in accordance with AB 1826.

---

**Impact 5.14-1: Project-generated wastewater could be adequately treated by the wastewater service provider for the project. [Thresholds U-1, U-2 (part), and U-5]**

---

**Wastewater**

Implementation of the proposed project would require the installation of new or expanded sewer laterals and mains in order to accommodate the additional development on the, up to, 15.5-acre project area. The proposed project would increase sewer flows from existing conditions. The proposed project would replace the existing 8-inch sewer line near Nordstrom's with a new 10-inch sewer line. The proposed 10-inch sewer line would carry only the existing and proposed commercial flow, and would tie into the existing offsite 8-inch sewer line at a new manhole downstream from the Site 1 manhole (MH) in order to enter the existing sewer line at a better angle, and thereby improving the hydraulics in the line and in the Site 1 MH.

The proposed project would replace the existing onsite sewer line to accommodate the project flows in addition to existing flows (see PPP USS-2). These improvements would occur within areas that are developed and paved and have been disturbed by previous construction of Brea Mall and State College Boulevard. The proposed project's wastewater flows would ultimately be treated at the Orange County Sanitation District's (OCS D) Plant No. 1, which has a secondary treatment capacity of 170 million gallons per day (MGD); the proposed project represents less than 1 percent of the average daily influent for Plant No. 1. There is adequate residual wastewater treatment capacity in the region for project-generated wastewater, and buildout of the proposed project would not require construction of new or expanded wastewater treatment facilities.

The City collects sewer charges to support the operations of the sewer system and needed capital improvements identified in the 2006 Sewer Master Plan. On behalf of the County of Orange, the City of Brea collects Sanitary Sewer Connection fees at the issuance of building permits, which the project applicant would be required to pay. Therefore, impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from utilities and service systems to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to wastewater facilities. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.14-2: Water supply and delivery systems are adequate to meet project requirements. [Thresholds U-2 (part) and U-4]**

---

**Water Supply and Delivery Systems**

The proposed project would result in 380 residential units, and while a Water Supply Assessment is not required for this project, it was included as a conservative measure to evaluate potential impacts on water supply. Table 5.14-6, *Brea Mall Mixed Use Project Estimated Water Demand*, shows that the proposed project would result in a net increase of 90 acre-feet-per-year (AFY) of potable water. The City of Brea's Urban Water Management Plan (UWMP) forecasts an increase of 202 AFY between 2025 to 2045, and this increase would represent 44 percent of the anticipated increase in water demand forecast for the City. As stated in the 2020 UWMP, the available supply in the City would meet projected demands due to the diversified supply and conservation measures. Therefore, the City would be able to meet the water demands of the proposed project in addition to existing and cumulative demands. The proposed project would require the installation of new and expanded water pipes in order to accommodate the increase in density onsite. The proposed system would be constructed in accordance with the City's requirements pipe sizing, flows, pressure, and flow duration (i.e., fire flow protection). Furthermore, the City has established water rates to cover costs to purchase water supplies and to operate and maintain the water distribution system. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from utilities and service systems to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to water supply and treatment facilities. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.14-3: Existing and/or proposed storm drainage systems are adequate to serve the drainage requirements of the proposed project. [Threshold U-3]**

---

**Stormwater Systems**

The project area is developed with the existing mall, surface and structure parking, and ornamental vegetation within the surface area. Under the proposed conditions, pervious surfaces would increase because the proposed project would include a minimum landscaped area of 15 percent of the net site area. The proposed residential building would include 21,215 square feet of private open space and 59,917 square feet of common open space, in addition to the 0.5-acre central green and 0.3-acre plaza.

There are three existing public storm drain pipes that run through the project site and discharge near the Randolph Avenue Driveway. Because of the location of the proposed retail and residential buildings, the proposed project would require relocation and upsizing of the onsite storm drainage system. The proposed project would include structural and nonstructural best management practices (BMPs) that would further reduce volumes and rates of runoff. Due to the reduction in impervious surfaces and the implementation of BMPs, runoff rates are anticipated to be reduced below existing condition rates. Impacts would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from utilities and service systems to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to stormwater facilities. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

---

**Impact 5.14-4: Existing and/or proposed facilities would be able to accommodate project-generated solid waste and comply with related solid waste regulations. [Thresholds U-6 and U-7]**

---

**Solid Waste**

The proposed project would generate an increase of 4,685 pounds per day (lbs/day) and 855 tons per year of solid waste (2.3 tons per day). The Olinda Alpha Landfill would accept waste from the proposed project. The Landfill has a maximum daily throughput of 8,000 tons per day (16,000,000 pounds per day). The increase in solid waste generated from the proposed project would represent approximately 0.03 percent of the maximum daily throughput. The increase in solid waste disposal would be accommodated by the landfill's remaining capacity. Additionally, the proposed project would comply with solid waste disposal requirements, including requirements to divert solid waste to landfills through recycling. During construction, the proposed project would comply with CALGreen, which requires recycling and/or salvaging for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Sections 4.408 and 5.408). During operation, the proposed project would comply with AB 341 and AB 1826, which require commercial and multifamily residential land uses to have recycling and organic waste recycling. Impact would be less than significant.

**Finding.** Compliance with existing PPPs would minimize adverse impacts from utilities and service systems to less than significant levels. The proposed project would have a less than significant direct, indirect, and cumulative impact to solid waste disposal facilities and services. Accordingly, no changes or alterations to the proposed project were required to avoid or substantially lessen any significant environmental impacts under those thresholds.

**D. FINDINGS ON SIGNIFICANT ENVIRONMENTAL IMPACTS THAT CAN BE REDUCED TO A LESS THAN SIGNIFICANT LEVEL**

The following summary describes impacts of the proposed project that, without mitigation, would result in significant adverse impacts. Upon implementation of the mitigation measures provided in the EIR, these impacts would be considered less than significant.

## 1. Air Quality

---

**Impact 5.2-2: Construction activities associated with the proposed project would generate short-term emissions that exceed South Coast AQMD's threshold criteria. [Threshold AQ-2 and AQ-3]**

---

### Regional Construction Emissions

Support for this environmental impact conclusion is fully discussed in Section 5.2, *Air Quality*, and in particular, starting on page 5.2-25 of the EIR.

Construction activities produce combustion emissions from various sources, such as onsite heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Site preparation produce fugitive dust emissions (PM<sub>10</sub> and PM<sub>2.5</sub>) from demolition and soil-disturbing activities, such as grading and excavation. Air pollutant emissions from construction activities onsite would vary daily as construction activity levels change. As shown in Table 5.2-10a, *Maximum Daily Regional Construction Emissions*, of the EIR, the maximum daily emissions for CO, Sulphur dioxide (SO<sub>2</sub>), PM<sub>10</sub>, and PM<sub>2.5</sub> from construction-related activities would be less than their respective South Coast AQMD regional significance threshold values. However, the construction-related NO<sub>x</sub> emissions generated from all construction phases that include site preparation and soil haul would exceed the South Coast AQMD regional significance threshold for NO<sub>x</sub>. Consequently, construction of the proposed project could potentially contribute to the nonattainment designations of the SoCAB in the absence of mitigation.

### Mitigation Measure:

The following mitigation measure was included in the EIR and the FEIR, and is applicable to the proposed project. The measure as provided include any revisions incorporated in the FEIR.

AQ-1        The construction contractor(s) shall, at minimum, use equipment that meets the United States Environmental Protection Agency's (EPA) Tier 4 (Final) emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by Tier 4 emissions standards for a similarly sized engine, as defined by the California Air Resources Board's regulations. Prior to construction, the project engineer shall ensure that all plans clearly show the requirement for EPA Tier 4 emissions standards for construction equipment over 50 horsepower for the specific activities stated above. During construction, the construction contractor shall maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. The construction equipment list shall state the makes, models, and numbers of construction equipment onsite. Equipment shall be properly serviced and maintained in accordance with the manufacturer's recommendations.

**Finding:**

Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

**Rationale for Finding**

Mitigation Measure AQ-1 would require that the construction contractor(s) would use equipment that meets the U.S. EPA Tier 4 emissions standards for off-road diesel-powered construction equipment with more than 50 horsepower. The construction contractor would maintain a list of all operating equipment associated with building demolition in use on the site for verification by the City. Equipment would be properly serviced and maintained in accordance with the manufacturer's recommendations. Mitigation Measure AQ-1 would reduce potential impacts to air quality to a level that is less than significant.

**2. Cultural and Paleontological Resources****Impact 5.3-2: Development of the project could impact archaeological resources. [Threshold C-2]****Archeological Resources**

Support for this environmental impact conclusion is fully discussed in Section 5.3, *Cultural and Paleontological Resources*, and in particular, starting on page 5.3-9 of the EIR.

The full extent of archaeological resources in the City of Brea is unknown as only a small portion of the City has been surveyed for archaeological resources. The project area has been excavated, graded, paved, and is developed as a mall. Therefore, the surface and subsurface have been previously disturbed. The project area would require demolition, ground clearing, excavation, grading, and other construction activities. According to the records search, there are no Archaeological Determinations of Eligibility on the project area. However, five archaeological resources have been identified within a one-mile radius of the project area. Additionally, according to the Native American Heritage Commission's Sacred Land Files record search, no tribal resources were found on the project area (see Section 5.13, *Tribal Cultural Resources*, of the EIR). Although archaeological resources were not identified on the project area, and the project area is developed, the project would require excavations below the current foundations, and it is possible that subsurface archaeological resources exist and may be encountered during construction activities that disturb soil.

**Mitigation Measure:**

The following mitigation measure was included in the EIR and is applicable to the proposed project. The measure as provided include any revisions incorporated in the FEIR.

- CUL-1      Prior to issuance of grading permits, a qualified archaeological monitor shall be identified to be on call during ground-disturbing activities. If archaeological resources are discovered

during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified archaeologist shall be consulted to determine whether the resource requires further study. The archaeologist shall make recommendations to the City of Brea to protect the discovered resources. Archaeological resources recovered shall be provided to an accredited museum such as the John D. Cooper Center in Fullerton or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.

**Finding:**

Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

**Rationale for Finding**

Mitigation Measure CUL-1 would require that a qualified archeological monitor be on-call in the event that cultural resources are uncovered during ground disturbing activities. In the event resources are uncovered, mitigation measure CUL-1 requires that the resources are recovered and deposited at a local museum or repository. Due to the low potential to uncover archeological resources onsite and the size of the project area, a 50-foot buffer would be sufficient to ensure that resources would be protected in the vicinity of the find. Mitigation measure CUL-1 would reduce potential impacts to archeological and historic resources to a level that is less than significant.

---

**Impact 5.3-4: Development of the project could impact paleontological resources or unique geologic features. [Threshold C-4]**

---

**Paleontological Resources**

Support for this environmental impact conclusion is fully discussed in Section 5.3, *Cultural and Paleontological Resources*, and in particular, starting on page 5.3-10 of the EIR.

The City of Brea overlays Miocene deposits, known as the Puente Formation, and Quaternary (Pleistocene Ice Age and recent) terrestrial deposits that contain fossils. The project area has been graded, paved, and developed with a mall; no unique geologic features are onsite. The proposed project would require ground clearing, excavation, grading, and other construction activities to accommodate utility requirements. Due to the ground disturbance associated with construction, there is potential that natural landform beneath the site would be encountered during construction and that subsurface resources and/or paleontological resources would be discovered.

**Mitigation Measure:**

The following mitigation measure was included in the EIR, and is applicable to the proposed project.

CUL-2 Prior to construction, a qualified paleontologist shall monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, construction shall stop within 50 feet of the find, and the qualified paleontologist shall be consulted to determine whether the resource requires further study. The paleontologist shall make recommendations to the City of Brea to protect the discovered resources. Any paleontological resources recovered shall be provided for curation at a local curation facility such as the Los Angeles County Natural History Museum, the John D. Cooper Center in Fullerton, or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.

**Finding:**

Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

**Rationale for Finding**

Mitigation Measure CUL-2 requires a qualified paleontologist to monitor all excavations below five feet. If unique paleontological resources are discovered during excavation and/or construction activities, the resources would be recovered and deposited at a local museum or repository. Due to the low potential to uncover paleontological resources onsite and the size of the project site, a 50-foot buffer would be sufficient, and would not halt construction across the entire project site. Mitigation measure CUL-2 would reduce potential impacts to paleontological resources to a level that is less than significant.

**3. Hazards and Hazardous Materials**

---

**Impact 5.6-2: Project construction activities may disturb contaminants in the soil associated with the site's former automotive center and could create a significant hazard to the public or the environment. [Threshold H-2]**

---

**Recognized Environmental Conditions**

Support for this environmental impact conclusion is fully discussed in Section 5.6, *Hazards and Hazardous Materials*, and in particular, starting on page 5.6-16 of the EIR.

Based on the Phase I ESA, one REC was identified on the project area. The automotive service center associated with Sears on the project area was in operation since the 1970s and closed on January 27, 2018. The hydraulic lifts, floor drains, oil/water separator, former waste oil UST, lawn mower service shop, and passenger and freight elevator hydraulic oil were analyzed for various hazardous substances including, but not limited to, total petroleum hydrocarbons (TPH), gasoline-range organics (GRO), polychlorinated biphenyls (PCBs), and volatile organic compounds (VOCs). As indicated in the Phase II Environmental Site Investigation, no further assessment is warranted because constituents found in

the soil samples were below their respective health risk screening levels. However, because of the length of occupation and history of activities at the project area, there is the potential to encounter previously undetected areas of contaminated soil.

**Mitigation Measure:**

The following mitigation measure was included in the EIR, and is applicable to the proposed project.

HAZ-1 Prior to issuance of grading permits, the project applicant shall prepare a soil management plan (SMP) to ensure safe and appropriate handling, transportation, offsite disposal, reporting, oversight, and protocols used during construction to protect the health and safety of workers and future residents. The SMP shall be submitted to the City prior to issuance of a grading permit. The plan shall establish methodology and procedures to perform additional testing during grading if unknown hazardous materials are encountered and prior to grading for the soil stockpile. If additional contamination is discovered during grading activities, grading within that area shall be temporarily halted and redirected around the area until the appropriate evaluation and follow-up remedial measures are implemented in accordance with the soil management plan so that the area is suitable for grading activities to resume. If hydrocarbon impacted soil is encountered soil samples shall be collected and analyzed for total petroleum hydrocarbons (TPH) by the Environmental Protection Agency (USEPA) Method 8015M and volatile organic compounds (VOCs) by EPA Method 8260B. TPH results shall be compared to Orange County Health Care Agency TPH cleanup standards and VOCs shall be compared to screening levels as outlined in Department of Substances Control (DTSC) Human Health Risk Assessment Note No. 3 or EPA Regional Screening Levels (RSLs). Both DTSC and EPA RSLs are updated yearly and the most recent levels shall be used. If levels encountered are above the outlined screening levels, the OCHCA shall be notified. If soil remediation and/or export of hazardous materials is required, soil remediation must be performed in accordance with the appropriate agency requirements (Regional Water Quality Control Board, DTSC, South Coast Air Quality Management District).

**Finding:**

Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

**Rationale for Finding**

Although the constituents found in the soil samples were below their respective health risk screening levels, a soil management plan (SMP) would be prepared prior to issuance of grading permits which would ensure the safe and appropriate handling, transportation, offsite disposal, reporting, oversight, and protocols used during construction to protect the health and safety of workers and future residents. Mitigation Measure HAZ-1 would ensure that risks associated with potential hazardous materials from

the former automotive service center would be minimized. Mitigation Measure HAZ-1 would reduce potential impacts of hazards and hazardous materials to less than significant.

#### 4. Tribal Cultural Resources

The following are plans, programs, and policies (PPPs) that would reduce the proposed project's potential tribal cultural resources impacts:

PPP TCR-1 Pursuant to California Health and Safety Code Section 7050.5, if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are not subject to his or her authority and has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC.

---

**Impact 5.13-1: The proposed project would cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency to be significant pursuant to criteria in Public Resources Code Section 50224.1(c). [Threshold TCR-1]**

---

#### Tribal Cultural Resources

Support for this environmental impact conclusion is fully discussed in Section 5.13, *Tribal Cultural Resources*, and in particular, starting on page 5.13-5 of the EIR.

The project area is developed with an existing mall and is surrounded by developed uses. The NAHC's Sacred Lands File record search found no tribal resources on the project area. In accordance with SB 18 and AB 52, the City notified the local tribes identified by the NAHC about the proposed project on August 16, 2019, to determine the potential for tribal cultural resources onsite and to determine if local knowledge of tribal cultural resources is available about the project area and surrounding area. Two tribes responded. The Gabrieleno Band of Mission Indians – Kizh Nation (Kizh Nation) stated that they wanted to obtain soil reports that have been previously prepared, as well as any future soil reports, to determine the current soil conditions and potential disturbances on the project area. The Kizh Nation indicated that they would provide recommended mitigation language if limited information is provided in the soil reports. The Gabrielino-Tongva Tribe indicated that they would prefer to see language that enables their presence on the project area during ground disturbing and excavation activities.

Based on the records search and previous disturbance associated with the project area, which is currently developed with a mall, and the surrounding commercial and residential development, the potential to uncover tribal cultural resources for the site is low. However, because the proposed project would require excavation for construction, there is a potential to uncover tribal cultural resources during excavations, which would also include disturbing previously undisturbed soils as excavation would occur below the current foundations.

Ground-disturbing activities, such as excavation and grading, may encounter undisturbed native soils, and it is possible that discovery of subsurface TCRs could occur, the disturbance of which could cause a substantial adverse change in the significance of the resource(s) if not mitigated.

### **Mitigation Measure:**

The following mitigation measures were included in the EIR and are applicable to the proposed project.

- CUL-1 Prior to issuance of grading permits, a qualified archaeological monitor shall be identified to be on call during ground-disturbing activities. If archaeological resources are discovered during excavation and/or activities, construction shall stop within 25 feet of the find, and the qualified archaeologist shall be consulted to determine whether the resource requires further study. The archaeologist shall make recommendations to the City of Brea to protect the discovered resources. Archaeological resources recovered shall be provided to an accredited museum such as John D. Cooper Center in Fullerton or any other local museum or repository willing and able to accept and house the resource to preserve for future scientific study.
- TCR-1 Prior to the commencement of any ground disturbing activity at the project site, the project applicant shall retain a Native American Monitor approved by the Gabrieleno Band of Mission Indians-Kizh Nation—the tribe that consulted on this project pursuant to Assembly Bill 52 (the “Tribe” or the “Consulting Tribe”)—and in concurrence with the City of Brea as the CEQA lead agency. A copy of the executed contract shall be submitted to the City of Brea Planning and Building Department prior to the issuance of any permit necessary to commence a ground-disturbing activity.
- The Tribal monitor shall only be present on-site during the construction phases that involve ground-disturbing activities. Ground disturbing activities are defined by the Tribe as activities that may include, but are not limited to, pavement removal, potholing or auguring, grubbing, tree removals, boring, grading, excavation, drilling, and trenching, within the project area.
  - The Tribal Monitor shall complete daily monitoring logs that provide descriptions of the day’s activities, including construction activities, locations, soil, and any cultural materials identified.
  - The on-site monitoring shall be concluded when all ground-disturbing activities on the project site are completed, or when the Tribal Representatives and Tribal Monitor have indicated that all upcoming ground-disturbing activities at the project site have little to no potential for impacting Tribal Cultural Resources.
- TCR-2 If tribal cultural resources are inadvertently discovered during ground disturbing activities for this project. The following procedures will be carried out for treatment and disposition of the discoveries:

- Upon discovery of any Tribal Cultural Resources, construction activities shall cease in the immediate vicinity of the find (not less than the surrounding 100 feet) until the find can be assessed.
- All Tribal Cultural Resources unearthed by project activities shall be evaluated by the qualified archaeologist and Tribal monitor approved by the Consulting Tribe. If the resources are Native American in origin, the Consulting Tribe will retain it/them in the form and/or manner the Tribe deems appropriate, for educational, cultural and/or historic purposes.
- If human remains and/or grave goods are discovered or recognized at the Project Site, all ground disturbance shall immediately cease, and the county coroner shall be notified per Public Resources Code Section 5097.98, and Health & Safety Code Section 7050.5. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).
- Work may continue on other parts of the Project Site while evaluation and, if necessary, mitigation takes place (CEQA Guidelines Section 15064.5[f]). If a non-Native American resource is determined by the qualified archaeologist to constitute a “historical resource” or “unique archaeological resource,” time allotment and funding sufficient to allow for implementation of avoidance measures, or appropriate mitigation, must be available. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Sections 21083.2(b) for unique archaeological resources.
- Preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any historic archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, it shall be offered to a local school or historical society in the area for educational purposes.

**Finding:**

Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the EIR. These changes are identified in the form of the mitigation measure above. The City of Brea hereby finds that implementation of the mitigation measure is feasible, and the measure is therefore adopted.

**Rationale for Finding**

Mitigation Measures CUL-1, TCR-1, and TCR-2 would reduce potential impacts associated with tribal cultural resources to a level that is less than significant. Mitigation Measure TCR-1 would require a

tribal monitor present if cultural resources of Native American origin are discovered onsite. In accordance with Mitigation Measure CUL-1, resources recovered would be deposited at a local museum or repository to ensure their preservation.

## **E. SIGNIFICANT AND UNAVOIDABLE SIGNIFICANT IMPACTS THAT CANNOT BE MITIGATED TO BELOW THE LEVEL OF SIGNIFICANCE**

The following summary describes the unavoidable adverse impact of the proposed project where either mitigation measures were found to be infeasible, or the mitigation measures are under the control of another lead agency. The following impact would remain significant and unavoidable:

### **1. Transportation**

---

**Impact 5.12-3: Project circulation improvements have been incorporated to adequately address potentially hazardous conditions (sharp curves, etc.), potential conflicting uses, and emergency access. However, based on the level of congestion and collision history at State College and Imperial Highway, vehicles changing lanes to access the freeway create safety hazards and the project would cumulatively contribute to safety hazards. [Threshold T-3 and T-4]**

---

Support for this environmental impact conclusion is fully discussed in Section 5.12, *Transportation*, and in particular, starting on page 5.12-84 of the EIR.

### **Roadway Hazards**

#### *Site Access*

The Brea Mall can be accessed from three of the four surrounding streets bordering the subject property — State College Boulevard, Randolph Avenue, and Birch Street. No vehicular access is provided from Imperial Highway. Additionally, there is sufficient sight distance along the drive aisles, and buildings would not obstruct turning movements.

#### *Project Driveway Synchro Queuing Assessment*

##### **Year 2026 and Year 2045 Queuing Analysis**

Table 15.12-4, *Year 2026 Driveway Queuing Analysis*, identifies the minimum required stacking/storage lengths for the key study locations for Year 2026 and Year 2026 Plus Project Traffic Conditions. Table 15.12-5, *Year 2045 Queuing Analysis*, identifies the minimum required stacking/storage lengths for the key study locations for the Year 2045 and Year 2045 Plus Projections conditions. The tables show the following:

- The southbound left-turn movement at State College Boulevard at Imperial Highway has queues that exceed its capacity.
- The southbound left-turn lanes are underutilized due to the presence of a single SR-57 southbound on-ramp from Imperial Highway to the east of the intersection. The addition of a second SR-57 southbound on-ramp from Imperial Highway would help distribute southbound

left-turn traffic more equally between the lanes. Although the southbound left-turn movement would still have queues that exceed its capacity, the queue would be improved by these recommendations.

The inbound movement queues at the project driveways along Randolph Avenue and Brea Mall South at State College Boulevard are not anticipated to queue back to Imperial Highway. The outbound queues at the project driveways along State College Boulevard are forecast to queue through the internal intersection. However, since these internal intersections are designed as well-way stops it allows for adequate traffic control to minimize conflicts and congestion.

### ***Imperial Highway Collision History***

Vehicle stacking and queuing is a representation of the number of vehicles which are delayed on a segment. Insufficient queuing and stacking has the potential to increase safety hazards, particularly for collisions as vehicles change lanes because of congestion. Accident data for the intersection along Imperial Highway and/or Lambert Road are shown in Table 5.12-6, *Imperial Highway and Lambert Road Collision History*, of the EIR. As identified in this Table, collisions along Imperial Highway and Lambert Road have generally declined within the last five years. Therefore, it can be concluded that the improvements implemented at these intersections have played a role in reducing the collision frequency and has generally helped increase safety at the locations. As shown in Table 5.12-7, *State College Boulevard at Imperial Highway Collision History*, two to six collisions per year related to lane changes due to vehicles making erratic lane changes to try and enter the SR-57 SB on-ramps along Imperial Highway continue to be a primary factor for incidents. Review of this data shows a collision may be correctable via modifications to the SR-57 SB on-ramps and upgrades to the existing traffic signal equipment as necessary to enhance safety. However, based on the collision history, safety hazards, particularly for collisions as vehicles change lanes because of congestion at State College and Imperial Highway are an existing safety hazard and the project would contribute to safety hazards at this location. Therefore, safety impacts are considered potentially significant.

### **Emergency Access**

The surrounding roadways would continue to offer emergency access to the project area and surrounding properties during and after construction. Moreover, the proposed project would not result in inadequate emergency access, and impacts to adopted emergency response and evacuation plans are less than significant. In the event of emergency, Brea Fire Department Station #1 is approximately 1.30 miles northwest of the site, and Brea Fire Department Station #2 is approximately 0.60-mile northwest of the project area. Response time from Station #1 to the project area is four to six minutes for emergency services. Impacts to emergency services would be less than significant.

### **Mitigation Measures**

#### ***Mitigation Measures Considered and Determined to be Infeasible***

Caltrans has identified that the intersections of Randolph Avenue at Imperial Highway and State College Boulevard at Imperial Highway have higher numbers of collisions than the state average under existing conditions and the project would cumulatively contribute to these existing safety hazards.

These collisions are due to vehicles (both Brea Mall-related and commuter-related) making erratic lane changes to try and enter the SR-57 SB on-ramp along Imperial Highway.

Safety at State College Boulevard and Imperial Highway, could be improved by via modifying the SR-57 SB on-ramp to allow for two lanes onto the freeway and signal upgrades to enhance safety. No correctable conditions were identified for, Randolph Avenue at Imperial Highway. These improvements are within the jurisdiction authority of Caltrans. Caltrans has no mechanism by which projects can contribute fair share fees to offset cumulative impacts. Therefore, the mitigation measures were considered but determined to be infeasible. It should be noted that Caltrans has an ongoing safety improvement project along Imperial Highway to upgrade traffic signal indications and pedestrian facilities and that is expected that those improvements once completed would reduce the risk of future crashes.

- **State College Boulevard at Imperial Highway.** Modify the eastbound approach to accommodate two through lanes, a shared through/right-turn lane, and an exclusive right-turn lane.
- **SR-57 SB Ramps at Imperial Highway.** Modify the SR-57 SB On-Ramp to allow for two lanes onto the freeway.

**Finding:**

Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified above under *Mitigation Measures Considered and Determined to be Infeasible*.

The City finds that there are no other mitigation measures that are feasible, taking into consideration specific economic, legal, social, technological or other factors, that would mitigate this impact to a less-than-significant level, and further, that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the EIR, as discussed in Section G of these Findings (Public Resources Code §§ 21081(a)(1), (3); Guidelines §§ 15091(a)(1), (3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because specific overriding economic, legal, social, technological, or other benefits, including regionwide or statewide environmental benefits, of the proposed project outweigh its significant effects on the environment.

**IV. FINDINGS ON RESPONSES TO COMMENTS AND REVISIONS TO THE FINAL EIR**

The Final EIR contains response to comments, clarifications, revisions, and corrections to the Draft EIR. The focus of the response to comments is on the disposition of significant environmental issues as raised in the comments, as specified by State CEQA Guidelines Section 15088(b). The City provided written responses to each comment made by a public agency, as set forth in Volume III of the Final EIR, pursuant to State CEQA Guidelines Section 15088(b), and revisions and corrections to the Draft EIR are found in Volume I and Volume II (Appendices) of the Final EIR. Additionally, since the Final

EIR was published, the applicant has prepared a revised Sewer Study, Hydrology Study, and Water Quality Management Plan (WQMP) to address City comments. City staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the Draft EIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed in the Draft EIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines.

## **V. ALTERNATIVES TO THE PROPOSED PROJECT**

An EIR must briefly describe the rationale for selection and rejection of alternatives. The lead agency may make an initial determination as to which alternatives are feasible, and therefore, merit in-depth consideration, and which ones are infeasible.

### **A. ALTERNATIVES CONSIDERED AND REJECTED DURING THE SCOPING/PROJECT PLANNING PROCESS**

The following is a discussion of the alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in the EIR.

#### **1. Alternative Development Areas**

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location that are capable of avoiding or substantially lessening any significant effects of the project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR (CEQA Guidelines § 15126[5][B][1]). Key factors in evaluating the feasibility of potential offsite locations for EIR project alternatives include:

- If it is in the same jurisdiction.
- Whether development as proposed would require a General Plan Amendment.
- Whether the project applicant could reasonably acquire, control, or otherwise have access to the alternative site (or the site is already owned by the proponent). (CEQA Guidelines Section 15126.6[f][1]).

The project applicant does not own or control other comparably sized and located property proximate to Brea Downtown. While the project requires the approval of a General Plan Amendment to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed Use I, a Zone Change to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I) and a Tentative Parcel Map, objectives for the project include

providing housing and employment opportunities proximate to Brea Downtown and Brea Mall and commercial uses on an underutilized parcel.

In general, any development of the size and type proposed by the project would have substantially the same impacts on aesthetics, air quality, cultural and paleontological resources, energy, greenhouse gas emissions, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities and service systems. With the exception of transportation impacts, these impacts were found to be less than significant or significant with mitigation incorporated.

It was determined, therefore, that it is unlikely that there is an alternative project site that could potentially meet the objectives of the proposed project and reduce significant impacts of the project as proposed.

## **B. ALTERNATIVES SELECTED FOR FURTHER ANALYSIS**

The following alternatives were determined to represent a reasonable range of alternatives with the potential to feasibly attain most of the basic objectives of the project but avoid or substantially lessen any of the significant effects of the project. Table 7-9, *Summary of Impacts of Alternatives Compared to the Proposed Project*, of the EIR, identifies how each of the alternatives selected for further analysis compare to the proposed project. Table 7-10, *Ability of Each Alternative to Meet the Project Objectives*, of the EIR, provides a summary of the ability of the alternatives to achieve the project objectives.

### **1. No Project Alternative**

The No Project Alternative assumes that the proposed project would not be adopted, and no development would occur onsite. The project site would remain as the existing Brea Mall, and the existing Sears building would be leased; therefore, there would be no residential development or change in commercial square footage, nor any associated residents or change in employees.

The No Project Alternative would lessen the proposed project's insignificant environmental impacts in the areas of air quality, cultural and paleontological resources, energy, greenhouse gas emissions, hazards and hazardous materials, land use and planning, noise, public services, recreation, tribal cultural resources, and utilities and service systems. This Alternative would increase impacts to aesthetics and population and housing. This Alternative would avoid the project's significant transportation impact to Caltrans' facilities.

The No Project Alternative would retain the site in its current state, as the existing Brea Mall. Therefore, none of the project objectives would be achieved under this Alternative. The No Project Alternative would not provide any of the project benefits that would occur with implementation of the proposed project including increasing the number of residential units based on regional growth projections (Objectives, 1, 2, and 4) and would not generate a change in employment opportunities in the City. Residential uses have different peak hour travel characteristics than retail uses; and therefore, this Alternative would not meet Objective 3. This Alternative would not improve the City's jobs-housing balance (Objective 5). This Alternative would also not provide any public benefits associated with the creation of the onsite open space areas onsite (Objective 6).

**Finding:**

This alternative is rejected because it would not provide any of the project benefits that would occur with the implementation of the proposed project, including investments to the site, such as landscaping, providing workforce housing, and increasing the number of housing units in the City to improve the jobs-housing balance. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible this project alternative for the reasons identified in the FEIR.

**2. Reduced Retail Intensity Alternative**

The Reduced Retail Intensity Alternative would result in a 50 percent reduction of commercial square footage from the proposed project. This Alternative would result in demolition of the 161,990 square foot former Sears building and subsequent construction of 104,708 square feet of non-residential buildings, and the 380-unit residential building and parking structure. This Alternative assumes that instead of development of a lifestyle fitness center, a smaller one-story 35,000 fitness center would be developed on the western portion of the expansion area. Additionally, a two-story addition to the mall would include the 50,000-square-foot sporting goods store plus a net increase of 19,707 square feet of retail uses. No changes to the residential component or the central green and plaza would occur under this Alternative.

The Reduced Retail Intensity Alternative would lessen the proposed project's insignificant environmental impacts in the areas of air quality, energy, greenhouse gas emissions, noise, population and housing, and public services. This Alternative would result in similar impacts as the proposed project to aesthetics, cultural and paleontological resources, hazards and hazardous materials, land use and planning, recreation, tribal cultural resources, and utilities and service systems. This Alternative would reduce but would not eliminate the project's significant and unavoidable transportation impact to Caltrans facilities.

The Reduced Retail Intensity Alternative would result in a reduction of the retail component of the project and generate 148 fewer employees compared to the proposed project. Therefore, this Alternative would meet the project objectives but to a lesser extent than the proposed project.

**Finding:**

This alternative is rejected because it would result in a less commercial square footage on the project site and it would not eliminate the significant transportation impact of the project, even though it could slightly reduce air quality, energy, greenhouse gas emissions, noise, population and housing, and public service impacts of the project. The project objectives would be achieved under this alternative; however, this alternative would not achieve the project benefits to the extent the proposed project does since a reduction in retail intensity would not provide as many employment opportunities in the City compared to the proposed project. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible this project alternative for the reasons identified in the FEIR.

### **3. No Residential Alternative**

Unlike the proposed project, this Alternative would not result in the construction of the residential dwelling units, and therefore, a General Plan Amendment to change the General Plan Land Use designation of the Project Site and the entire Brea Mall property from Regional Commercial to Mixed Use I and a Zone Change to change the zoning designation of the Project Site and the entire Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed-Use I (MU-I); would not be required. This Alternative, like the proposed project, would result in an increase in commercial square footage but 691 fewer residents. The residential portion of the project would be restriped and utilized for surface parking.

This Alternative would lessen the proposed project's insignificant environmental impacts in the areas of land use and planning, public services, recreation, and utilities and service systems. This Alternative would result in similar impacts to aesthetics, cultural and paleontological resources, hazards and hazardous materials, and tribal cultural resources. This alternative would result in slightly higher environmental impacts to air quality, energy, greenhouse gas emissions, noise, and population and housing. This Alternative would reduce but would not eliminate the project's significant and unavoidable transportation impact to Caltrans facilities.

This Alternative would not develop the residential component of proposed project. Therefore, this Alternative would not achieve the project objectives, including increasing housing units in the City (Objectives 2 and 4) or improve the jobs-housing balance (Objective 5). This Alternative would meet Objective 1 because the Sears property would be redeveloped, but to a lesser extent than the proposed project. Additionally, residential uses have different peak hour travel characteristics than retail uses; and therefore, this Alternative would not meet Objective 3. This Alternative would not meet Objective 6, as the proposed open space areas under the residential component would not be constructed.

#### **Finding:**

This alternative is rejected because it would achieve the project objectives and it would not eliminate the significant transportation impact of the project, even though it could slightly reduce land use and planning, public services, recreation, and utilities and service systems impacts of the project. Therefore, this alternative would not improve the jobs-housing balance of the City nor would it provide additional housing units within Brea, compared to the proposed project. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible this project alternative for the reasons identified in the FEIR.

### **4. Reduced Density Residential Alternative**

The residential density range for development in the Mixed Use I (MU- I) zone is 12.1 to 50 units per acre and the maximum allowed FAR is 3.00. Under the proposed project, the entire 73.8-acre project area would be zoned MU-1. The project density would be 5.1 units per acre. This Alternative would limit the residential density to 50 units per acre on Parcel 4 – Residential Building. Parcel 4 would be 3.801 acres, resulting in 190 units at 50 units per acre. As a result, this Alternative would result in 190 fewer dwelling units and 345 fewer residents compared to the proposed project. No changes to the non-residential component of the project are proposed.

This Alternative would lessen the project's insignificant environmental impacts in the areas of air quality, energy, greenhouse gas emissions, land use and planning, noise, public services, recreation, and utilities and service systems. This Alternative would result in similar impacts to aesthetics, cultural and paleontological resources, hazards and hazardous materials, and tribal cultural resources. This alternative would have slightly higher population and housing impacts compared to the proposed project. This alternative would nominally reduce the project's significant and unavoidable transportation impact to Caltrans facilities.

This Alternative would develop fewer residential units in order to achieve a density of 50 units per acre on the 3.801-acre parcel. Therefore, this Alternative would meet the project objectives but to a lesser extent than the proposed project.

**Finding:**

This alternative is rejected because it would not achieve the project benefits to the extent the proposed project does since a reduction in residential density would not provide as many housing opportunities in the City compared to the proposed project. Additionally, this alternative would not eliminate the significant transportation impact of the project, even though it could slightly reduce air quality, energy, greenhouse gas emissions, land use and planning, noise, public services, recreation, and utilities and service systems impacts of the project. As a result, specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible this project alternative for the reasons identified in the FEIR.

**VI. STATEMENT OF OVERRIDING CONSIDERATIONS**

CEQA requires decision makers to balance the benefits of the proposed project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered "acceptable" (State CEQA Guidelines § 15093[a]). CEQA requires the agency to support, in writing, the specific reasons for considering a project acceptable when significant impacts are infeasible to mitigate. Such reasons must be based on substantial evidence in the FEIR or elsewhere in the administrative record (State CEQA Guidelines § 15093 [b]). The agency's statement is referred to as a Statement of Overriding Considerations.

The following provides a description of the project's significant and unavoidable adverse impact and the justification for adopting a statement of overriding considerations.

**A. SIGNIFICANT AND UNAVOIDABLE IMPACTS**

Although most potential project impacts have been substantially avoided or mitigated, as described above, there remains one project impact for which complete mitigation is not feasible. The EIR identified the following significant unavoidable adverse impacts of the project, which would continue to be applicable upon implementation of the proposed project:

**1. Transportation**

- **Impact 5.12-3:** Project circulation improvements have been incorporated to adequately address potentially hazardous conditions (sharp curves, etc.), potential conflicting uses, and emergency access. However, based on the level of congestion and collision history State College Boulevard and Imperial Highway, vehicles changing lanes to access the freeway create safety hazards. These collisions are due to vehicles making erratic lane changes to try and enter the SR-57 SB on-ramp along Imperial Highway. The project would cumulatively contribute to safety hazards.

**B. PROJECT BENEFITS IN SUPPORT OF THE STATEMENT OF OVERRIDING CONSIDERATIONS**

The following section describes the benefits of the proposed project that outweigh the project's unavoidable adverse effects and provides specific reasons for considering the project acceptable even though the FEIR has indicated that there will be one significant project impact if the mitigation measures for Impact 5.12-3 cannot be implemented. Accordingly, this Statement of Overriding Considerations regarding potentially significant adverse environmental impacts resulting from the proposed project, as set forth below, has been prepared. Pursuant to CEQA Guidelines §15093(c), the Statement of Overriding Considerations will be included in the record of the project approval and will also be noted in the Notice of Determination. Each of the benefits identified below provides a separate and independent basis for overriding the significant environmental effects of the proposed project.

Having reduced the potential effects of the proposed project through all feasible mitigation measures as described previously herein, and balancing the benefits of the proposed project against its potential unavoidable adverse impacts on transportation if the mitigation measures for Impact 5.12-3 cannot be implemented, the City finds that the following legal requirements and benefits of the proposed project individually and collectively outweigh the potentially significant unavoidable adverse impacts for the following reasons:

**1. Implements the Objectives Established for the Proposed Project**

The project objectives include revitalizing the Sears parcel following the closure of the store with commercial uses and higher quality amenities, invigorating the project site with the spirit and intent of the City's General Plan by developing a mix of uses, providing additional opportunities for residential growth on infill and underutilized parcels near the Brea Transit Center, improving the jobs-housing balance in the City, and promoting healthy living and physical activity by providing open space areas.

**2. Provides High-Density Housing that Helps Achieve the City's Regional Housing Needs**

The proposed project would introduce 380 units on the project site. To make meaningful reforms to the housing crisis in California, the state Department of Housing and Community Development (HCD) recently declared that cities and counties in Southern California will have to plan for the construction of 1.3 million new homes in the next decade. The Southern California Association of Governments (SCAG) will distribute the increased targets to jurisdictions based on factors such as jobs, households, and affordability that will need to be considered in the next housing element update

cycle for. For cities and counties that do not perform, the state can withhold state transportation revenue generated from Senate Bill 1 (2017).

### **3. Provides Employment Opportunities**

The proposed project would increase the mall's commercial square footage by 47,425 square feet, thereby providing approximately 67 employment opportunities. The proposed project would result in an approximately 0.30 percent increase in employees in the City of Brea.

### **4. Improves the Project Site**

The project site includes the underutilized Sears building, associated auto center, and 7.5 acres of surface parking. Not only would the proposed project introduce residential, commercial, and recreational amenities onsite which would revitalize the former underused Sears parcel, but these uses would be introduced in an area that is primarily retail, hotel, and civic (institutional) center uses.

### **5. Consistency with the Regional Goals in the RTP/SCS**

SCAG's 2020-2045 RTP/SCS was adopted September 3, 2020. The RTP/SCS encompasses four principles—mobility, economy, healthy/complete communities, and environment—that are important to the region's future. The RTP/SCS lays out goals related to housing, transportation technologies, equity, and resilience in order to adequately reflect the increasing importance of these topics in the region.

The proposed project would result in high density residential and employment within a half mile of transit. Additionally, the proposed project would improve bike lanes and connectivity from the Brea Mall and residential areas to the City's civic center as well as to adjacent commercial and mixed-use properties on Birch Street. Consequently, the project is consistent with the overall objectives of SCAG's RTP/SCS, which include maximizing mobility; ensuring safe, sustainable and reliable travel, encouraging active transportation; encouraging energy efficiency; and encouraging land use growth that facilitate transit and non-motorized transportation.

### **6. Other Considerations**

The proposed project would introduce high-density residential and employment opportunities near the Brea Mall Transit Center, and bike/pedestrian trails. The proposed project would also improve the City's jobs-housing balance. The proposed project would also include numerous community benefits and improvements pursuant to a Development Agreement.

As set forth in the Development Agreement, the project would provide 38 affordable housing units, 23 of which will be set aside for individuals earning up to 65 percent Area Median Income (AMI), and 15 units designated for workforce housing for a maximum affordable rent of up to 120 percent; new onsite bicycle lane improvements and other circulation improvements; an agreement to provide shared parking of up to 150 spaces for City employees and City special events; and coordination with the City to identify up to three locations for freeway-oriented pylon signs.

**C. CONCLUSION**

The City Council of Brea has balanced the project's benefits against the significant unavoidable impact. The City Council finds that the proposed project's benefits, which aim to meet the goals and policies of the City of Brea General Plan, outweigh project's significant unavoidable impact, and this impact, therefore, is considered acceptable in the light of the project's benefits. The City Council finds that each of the benefits described above is an overriding consideration, independent of the other benefits, that warrants approval of the project notwithstanding the project's significant unavoidable impact.

**VII. FINDINGS ON RESPONSES TO COMMENTS ON THE EIR AND REVISIONS TO THE DRAFT EIR**

The Final EIR contains response to comments (Volume I) and revisions, clarifications, and corrections to the DEIR (Volume II). The focus of the response to comments is on the disposition of significant environmental issues as raised in the comments, as specified by State CEQA Guidelines Section 15088(b). The City provided written responses to each comment made by a public agency, as set forth in Volume III of the FEIR, pursuant to State CEQA Guidelines Section 15088(b).

City staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the DEIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed in the DEIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5 of the CEQA Guidelines.

CITY OF BREa

CITY COUNCIL NOTICE OF PUBLIC HEARING GENERAL PLAN AMENDMENT NO. 2020-01, ZONE CHANGE NO. 2020-01, DEVELOPMENT AGREEMENT NO. 2020-01, PRECISE DEVELOPMENT PLAN NO. 2020-02, TENTATIVE PARCEL MAP NO. 2022-113, CONDITIONAL USE PERMIT NOS. 2020-06, 2022-16, 2022-17 AND 2022-18 TO ALLOW REDVELOPMENT OF A 15.5 ACRE PORTION OF BREa MALL WITH A MIXED-USE PROJECT AT 100 BREa MALL ROAD.

NOTICE IS HEREBY GIVEN, pursuant to State Law, that a public hearing will be held by the City Council to determine whether or not the subject request shall be approved under the provisions of State Law and the Brea City Code as follows:

DATE AND TIME                    Tuesday, May 2, 2023, 7:00 p.m.  
OF HEARING:                    *All interested persons may appear and be heard at that time.*

PLACE OF                        Brea Civic & Cultural Center, Council Chambers  
HEARING:                        1 Civic Center Circle, Brea, CA 92821

FURTHER INFORMATION MAY BE OBTAINED BY CALLING THE PLANNING DIVISION AT (714) 990-7674 OR BY EMAILING [planner@cityofbrea.net](mailto:planner@cityofbrea.net).

REQUEST: The Applicant, Simon Property Group, is requesting the following entitlements: (1) General Plan Amendment No. 2020-01 to change the General Plan Land Use designation of the Project site and the Brea Mall property from Regional Commercial to Mixed Use I; (2) Zone Change No. 2020-01, to change the zoning designation of the Project site and the Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed Use I (MU-I); (3) Development Agreement No. 2020-01 to define the terms of development proposed by vesting the City's approval while specifying public benefits and improvements; (4) Precise Development Plan No. 2020-02 to demolish the former Sears building and surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center and an outdoor gathering space; (5) Tentative Parcel Map No. 2022-113 to subdivide a 15.5-acre within the 74-acre Brea Mall site, for development of the proposed mixed-use project; and (6) Conditional Use Permit No. 2020-06 to allow a shared parking between the residential and commercial uses, Conditional Use Permit No. 2022-16 to establish comprehensive sign program for the proposed project, Conditional Use Permit No. 2022-17 to allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments, and Conditional Use Permit No. 2022-18 to allow a fitness center

LOCATION:                        The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project Site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property.

ENVIRONMENTAL:            Pursuant to the State of California Environmental Quality Act (CEQA) Guidelines, an EIR has been prepared as a "Project EIR," as defined by Section 15161 of the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). This EIR examines the environmental impacts of the project and focuses on the changes in the environment that would result from the development project. The EIR examines all phases of the project, including planning, construction, and operation. The EIR can be accessed through the following link:  
<https://www.ci.brea.ca.us/166/Projects-in-Process>.

IF YOU CHALLENGE THE 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 COMMISSION AT, OR PRIOR TO, THE PUBLIC HEARING.

Area Map



**CITY OF BREA**  
**CITY COUNCIL NOTICE OF PUBLIC HEARING GENERAL PLAN AMENDMENT NO. 2020-01, ZONE CHANGE NO. 2020-01, DEVELOPMENT AGREEMENT NO. 2020-01, PRECISE DEVELOPMENT PLAN NO. 2020-02, TENTATIVE PARCEL MAP NO. 2022-113, CONDITIONAL USE PERMIT NO.'s. 2020-06, 2022-16, 2022-17 AND 2022-18 TO ALLOW REDEVELOPMENT OF A 15.5 ACRE PORTION OF BREA MALL WITH A MIXED-USE PROJECT AT 100 BREA MALL ROAD.**

**NOTICE IS HEREBY GIVEN** by the City of Brea that a public hearing will be held at a City Council Meeting on **Tuesday, May 2, 2023 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:

The Applicant, Simon Property Group, is requesting the following entitlements: (1) General Plan Amendment No. 2020-01 to change the General Plan Land Use designation of the Project site and the Brea Mall property from Regional Commercial to Mixed Use I; (2) Zone Change No. 2020-01, to change the zoning designation of the Project site and the Brea Mall property from Major Shopping Center (C-C) with a Precise Development (P-D) overlay to Mixed Use I (MU-I); (3) Development Agreement No. 2020-01 to define the terms of development proposed by vesting the City's approval while specifying public benefits and improvements; (4) Precise Development Plan No. 2020-02 to demolish the former Sears building and surface parking lot and allow a new mixed-use development that includes retail, restaurants, for-rent residential apartments, a resort-type fitness center and an outdoor gathering space; (5) Tentative Parcel Map No. 2022-113 to subdivide a 15.5-acre within the 74-acre Brea Mall site, for development of the proposed mixed-use project; and (6) Conditional Use Permit No. 2020-06 to allow a shared parking between the residential and commercial uses, Conditional Use Permit No. 2022-16 to establish comprehensive sign program for the proposed project, Conditional Use Permit No. 2022-17 to allow on-site alcohol consumption of beer, wine and distilled spirits within dining establishments, and Conditional Use Permit No. 2022-18 to allow a fitness center.

**Environmental:** Pursuant to the State of California Environmental Quality Act (CEQA) Guidelines, an EIR has been prepared as a "Project EIR," as defined by Section 15161 of the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3). This EIR examines the environmental impacts of the project and focuses on the changes in the environment that would result from the development project. The EIR examines all phases of the project, including planning, construction, and operation. The EIR can be accessed through the following link: <https://www.ci.brea.ca.us/166/Projects-in-Process>.

**Location:** The Brea Mall encompasses approximately 74-acres of land that is generally bounded by State College Boulevard and State Route 57 (SR-57) to the east, State College Boulevard and Imperial Highway to the south, Randolph Avenue to the west, and Birch Street to the north. The Project Site encompasses an approximately 15.5-acre area located at the southwest portion of the Brea Mall property.

**Applicant/Property Owner:** Simon Property Group, 224 W. Washington Street Indianapolis, 46204.

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 EMAILING [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 COUNCIL AT, OR PRIOR TO, THE PUBLIC HEARING.**

Lilian Harris-Neal, City of Brea City Clerk  
**Star-Progress**  
**Published: 4/20/23**

**NOTICE OF PROPOSED ADOPTION OF ORDINANCE NO. 1236 OF THE CITY OF BREA, APPROVING DEVELOPMENT AGREEMENT NO. 2020-01 BY AND BETWEEN THE CITY OF BREA AND SIMON PROPERTY GROUP REGARDING THE BREA MALL MIXED USE PROJECT**

**PLEASE TAKE NOTICE** that on May 2, 2023 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, Level 1, Brea Civic Cultural Center, 1 Civic Center Circle, Brea, California, the City Council of City of Brea will consider adopting its Ordinance No. 1236 entitled "An Ordinance of the City of Brea Approving Development Agreement No. 2020-01 By and Between the City of Brea and Simon Property Group Regarding the Brea Mall Mixed Use Project". A summary of this Ordinance follows:

**Summary of Ordinance No. 1236**

This Ordinance will approve a Development Agreement between the City and Simon Property Group, the Brea Mall owner, to allow retail use and restaurants, 380 for-rent apartments, a resort-type fitness center and outdoor gathering spaces, on approximately 15.5 acres located at the southwest portion of the Brea Mall property located at 100 Brea Mall and is entitled the Brea Mall Mixed Use project. Besides this Development Agreement, the project includes a change in the Zoning Designation for the entire Brea Mall, from Major Shopping Center (C-C) with a Precise Development (P-D) overlay, to Mixed-Use I (MU-I), a general plan amendment, tentative parcel map, precise development plan, and conditional use permits. The Ordinance includes a finding of consistency with the City's General Plan being concurrently amended.

By separate resolution, City Council has certified a final Environmental Impact Report and adopted Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, for the project.

A certified copy of the entirety of the text of Ordinance No. 1236 is available in the office of the City Clerk, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California and is available for public inspection at that location.

Dated: April 12, 2023  
**Star-Progress**  
Published: 4/20/23

Lillian Harris-Neal, City of Brea City Clerk

**NOTICE OF PROPOSED ADOPTION OF ORDINANCE NO. 1237 OF THE CITY OF BREA, APPROVING ZONE CHANGE NO. 2020-01**

**PLEASE TAKE NOTICE** that on May 2, 2023 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, Level 1, Brea Civic Cultural Center, 1 Civic Center Circle, Brea, California, the City Council of the City of Brea will consider adopting its Ordinance No. 1237 entitled "An Ordinance of the City of Brea Approving Zone Change No. 2020-01 For the Brea Mall Mixed-Use Project". A summary of this Ordinance follows:

**Summary of Ordinance No. 1237**

This Ordinance will change the Zoning Designation for the entire Brea Mall, from Major Shopping Center (C-C) with a Precise Development (P-D) overlay, to Mixed-Use I (MU-I). This is part of a Mixed-Use project applied for by Simon Property Group, the Mall owner. Besides this zone change, the project includes a general plan amendment, development agreement, tentative parcel map, precise development plan, and conditional use permits. The project would allow retail use and restaurants, 380 for-rent apartments, a resort-type fitness center and outdoor gathering spaces, on approximately 15.5 acres located at the southwest portion of the Brea Mall property located at 100 Brea Mall. The Ordinance includes a finding of consistency with the City's General Plan, and requires the City's Zoning Map to be revised to incorporate the foregoing zone changes.

By separate resolution, City Council has certified a final Environmental Impact Report and adopted Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program, for the project.

A certified copy of the entirety of the text of Ordinance No. 1237 is available in the office of the City Clerk, Brea Civic and Cultural Center, 1 Civic Center Circle, Brea, California and is available for public inspection at that location.

Dated: April 12, 2023  
**Star-Progress**  
Published: 4/20/23

Lillian Harris-Neal, City Clerk City of Brea

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BREA, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 3, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 139, PAGES 12 THROUGH 16, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER UNDERLYING AT PLANE PARALLEL TO AND 500 FEET, MEASURED VERTICALLY DOWNWARD BELOW THE SURFACE OF SAID LAND, WHICH PORTION IS HEREINAFTER REFERRED TO AS "SUBSURFACE LAND", TOGETHER WITH RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SUBSURFACE LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS RESERVED, WHICH INCLUDE BUT ARE NOT LIMITED TO THE RIGHT TO PROSPECT, EXPLORE, MINE, DRILL, PRODUCE, TAKE, TREAT, STORE AND REMOVE ALL SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER AND THE RIGHT TO INJECT IN AND REMOVE FROM SUBSURFACE LAND OIL, GAS, WATER OR OTHER FLUIDS FOR THE PURPOSES OF STORAGE, PRESSURE MAINTENANCE, AND/OR SECONDARY RECOVERY OF SUCH OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND OTHERWISE TO DRILL, COMPLETE AND MAINTAIN WELLS INTO AND THROUGH SUBSURFACE LANDS FROM SURFACE LOCATIONS OUTSIDE THE BOUNDARIES OF HEREIN DESCRIBED LANDS PROVIDED, HOWEVER, THAT THE RIGHTS RESERVED AND RETAINED DO NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OR WITHIN 500 FEET, MEASURED VERTICALLY DOWNWARD BELOW THE SURFACE OF SAID LAND, AS RESERVED BY UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, IN DEED RECORDED JUNE 15, 1973 IN BOOK 10751, PAGE 299 OF OFFICIAL RECORDS.

PARCEL B:

NON-EXCLUSIVE EASEMENTS AS GRANTED AND LIMITED BY ARTICLE IV OF THE DOCUMENT ENTITLED "OPERATING AGREEMENT" RECORDED SEPTEMBER 1, 1976 IN BOOK 11874, PAGE 973; AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 30, 1979 IN BOOK 13374, PAGE 419; JANUARY 26, 1984 AS INSTRUMENT NO. 84-037606; JANUARY 26, 1984 AS INSTRUMENT NO. 84-037607; JANUARY 26, 1984 AS INSTRUMENT NO. 84-037608; AND SEPTEMBER 15, 1992 AS INSTRUMENT NO. 92-616518, ALL OF OFFICIAL RECORDS OF SAID ORANGE COUNTY, FOR THE USE OF THE COMMON AREA AS THEREIN DEFINED.

APN: 319-101-37



LEGEND:

PEDESTRIAN ACCESS FROM PUBLIC RIGHT OF WAY

PROPOSED SHARROW BIKE LANE (CLASS III)

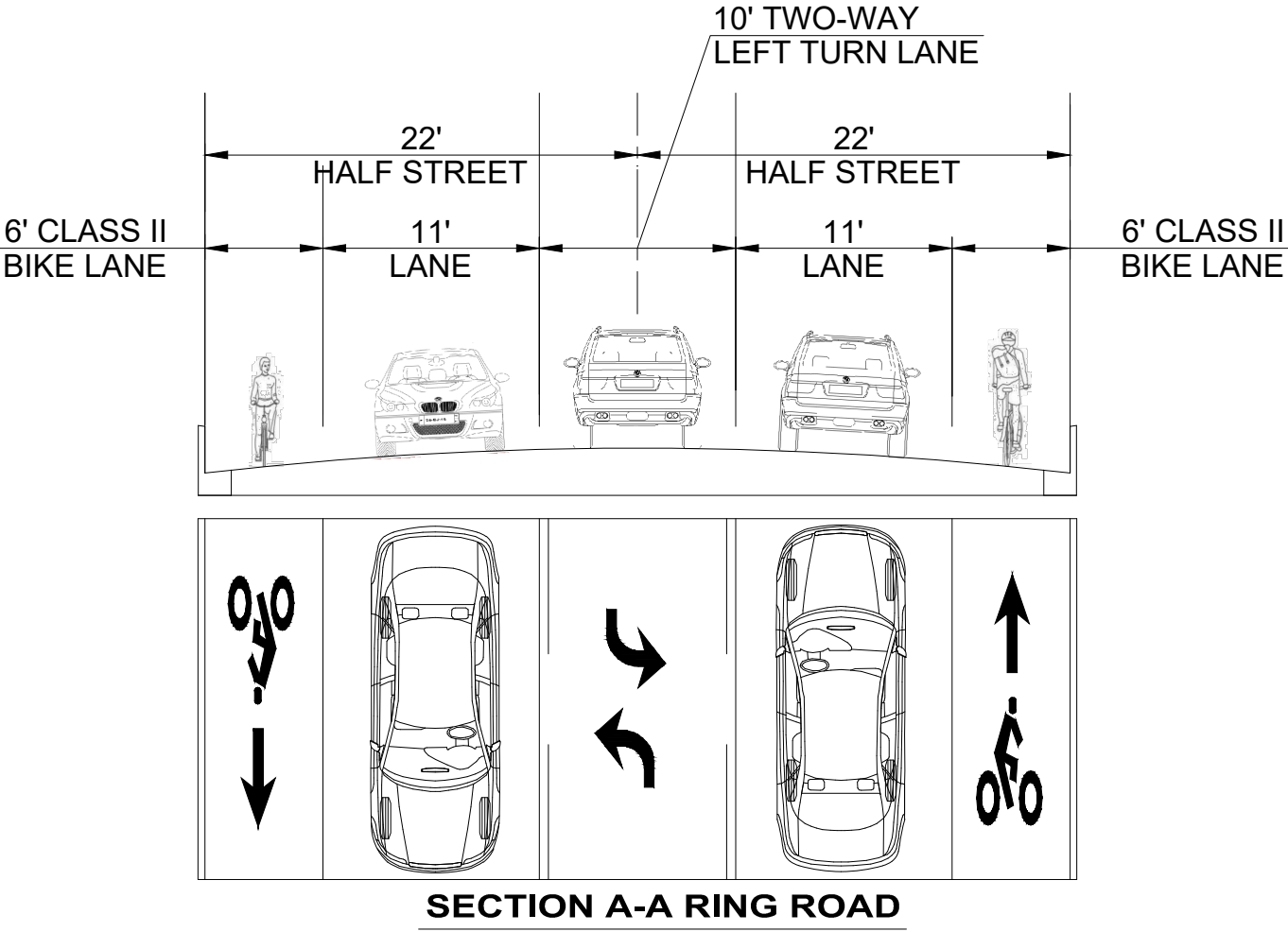
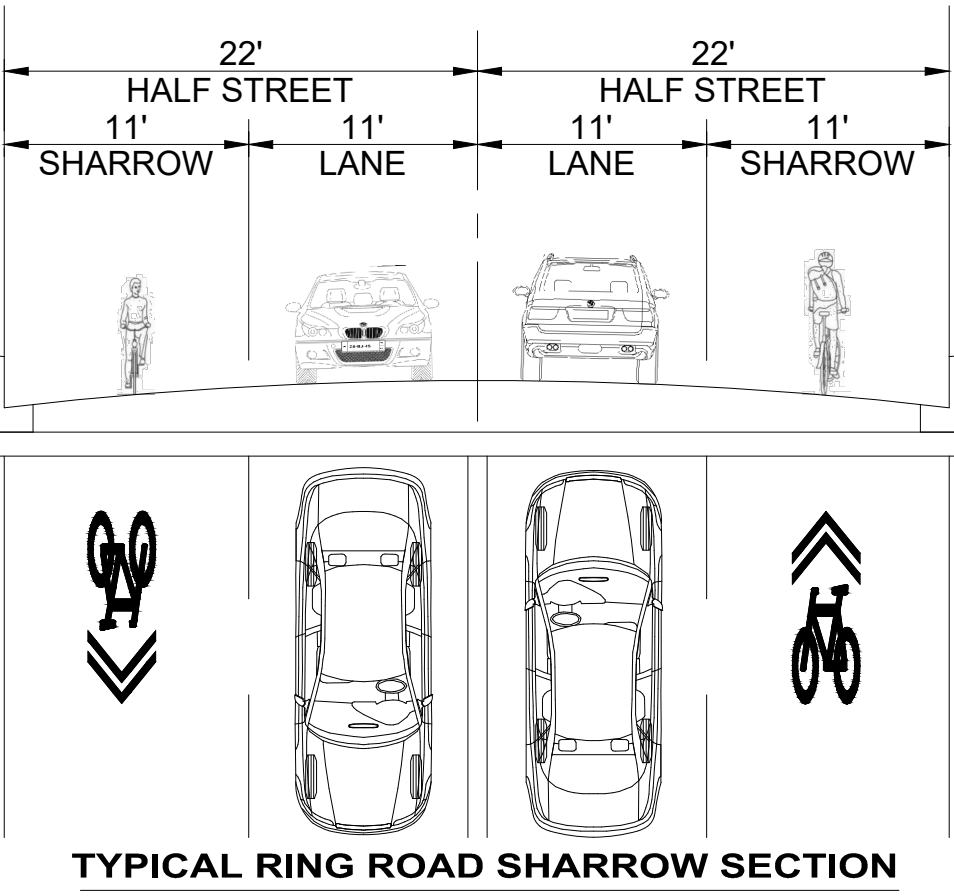
EXISTING BIKE LANE (CLASS II)

THE TRACKS AT BREA TRAIL ROUTE

PROPOSED BIKE LANE (CLASS II)

EXISTING BUS STOP

"THE TRAIL" ENTRY/EXIT POINT



City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 05/02/2023  
**SUBJECT:** April 18, 2023 City Council Regular Meeting Minutes

---

**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED:**

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

---

**Attachments**

Draft Minutes

---

# DRAFT

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

### MINUTES APRIL 18, 2023

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

---

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

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

Present: Simonoff, Marick, Hupp, Stewart, Vargas

**1. Pledge of Allegiance**

Girl Scout Troop 2003 led the Pledge of Allegiance.

**2. Invocation**

Pastor Kirk Randolph, Southlands Church, delivered the Invocation.

**3. Presentation: Southern California Gas Pipeline Project Update**

Clarissa Serpas, Public Affairs Manager, So Cal Gas, provided a PowerPoint presentation that included an overview on So Cal Gas; Kings Canyon and Desert Canyon area projects; service replacements; project durations; and outreach.

**4. Community Announcements**

Councilmember Stewart encouraged the community to attend the Fire Department and Public Works open House on Saturday, May 13. He indicated that this family-friendly event will be held at Fire Station One and the City Service Center, from 10:00 a.m. to 2:00 p.m. and will feature equipment and vehicle displays; demonstrations; refreshments; and giveaways.

Councilmember Hupp announced that the "Love Brea" event will be held Saturday, April 22 and encouraged the community to sign up for service projects by visiting [LoveBrea.org](http://LoveBrea.org).

Mayor Pro Tem Marick announced that the Plunge will be hosting an Open House event on Saturday, May 6 from 9:00 a.m. to 12:00 p.m. where instructors will be conducting swim tests to ensure enrollment in the correct swim class level.

Councilmember Hupp encouraged the community to join OCTA in honoring the planet on Earth Day by choosing clean transportation. She stated that on April 22, the community may ride any fixed route OC Bus for free to take a step towards reducing pollution and taking cars off the road.

Councilmember Vargas announced that Saturday, April 22 is the DEA's National Prescription

Drug Take Back Day. He noted that this day reflects DEA's commitment to Americans' safety and health, encouraging the public to remove unneeded medications from their homes as a measure of preventing medication misuse and opioid addiction from ever starting.

**5. Matters from the Audience**

Tom Lindsey, Director, Yorba Linda Water District, offered assistance to the City with their heli-hydrant program. He also spoke about the status of the Statewide drought, reservoirs, and Yorba Linda Water District rates.

Sean Thomas spoke about the new issue of Brea Line and the upcoming Citywide events. He also spoke about the Brea Museum and Historical Society.

Scott Hupp commended the Girl Scouts for their service in leading the Pledge of Allegiance.

Roni Murdock spoke about the Gaslight Square project and the Laurel Elementary School community.

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

City Manager Gallardo responded to public inquiries.

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

**CITY COUNCIL - CONSENT**

**7. March 21, 2023 City Council Regular Meeting Minutes**

The City Council approved the March 21, 2023 City Council Regular Meeting Minutes as written.

**8. April 7, 2023 City Council Special Meeting Minutes**

The City Council approved the April 7, 2023 City Council Special Meeting Minutes as written.

**9. Annual Report Related to Police Department Use of Military Equipment as required by Government Code § 7072**

The City Council received and filed the Annual Report Related to Police Department Use of Military Equipment as required by Government Code § 7072.

**10. Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7**

The City Council received and approved the Annual Engineer's Report for Landscape and Lighting Maintenance Districts Nos. 1, 2, 3, 4, 5, 6 and 7 and adopted Resolution Nos. 2023-016-022, Resolutions of Intent to set a Public Hearing for each District on May 16, 2023, at 7:00 p.m.

**11. Local Hazard Mitigation Plan**

The City Council approved the professional service agreement with Atlas Planning Solutions to develop a Hazard Mitigation Plan for the City of Brea for a not to exceed amount of \$75,000; and authorized the City Manager to execute the agreement.

**12. Authorize the Purchase of Playground Equipment and Storage Building for the Arovista Park Modernization Project, CIP 7978**

Senior Management Analyst Colacion presented a brief update to the project, noting that two (2) quotes for Landscape Structures have not been received, and will not be approved at this time. She also noted that the quote from Pacific Play came in under budget, and the total cost for approval at this time is \$1,063,743.

Council approved the purchase of playground equipment from multiple manufacturers for a total of \$903,821; approved the purchase of a prefabricated storage building from Public Restroom Company for \$159,922.00; and authorized the City Manager to issue a Purchase Order Change Notice in a not-to-exceed amount of ten percent of the equipment purchase price and authorize a vendor or manufacturer change for an approved equal.

**13. 2022 State and Local Government National Class Action Opioid Lawsuit Settlement**

The City Council adopted Resolution No. 2023-023 authorizing the City Manager to sign settlement participation forms and related documents, and take any other necessary or appropriate actions, for the City to participate in the settlement of five (5) national class action lawsuits against opioid distributors Teva, Allergan, Walmart, Walgreens, and CVS.

**14. Outgoing Payment Log and March 17, 24 & 31 and April 7, 2023 City Disbursement Registers**

The City Council received and filed the Outgoing Payment Log and March 17, 24 & 31 and April 7, 2023 City Disbursement Registers.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to approve City Council Consent Items 7-14.

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

Passed

**ADMINISTRATIVE ANNOUNCEMENTS**

**15. City Manager**

None.

**16. City Attorney**

None.

**17. Council Requests**

Councilmember Vargas volunteered to be the Brea representative to the Yorba Linda Water District, should the Mayor decide to make an appointment, and he also requested that Council discuss Community Facilities Districts (CFD's).

**COUNCIL ANNOUNCEMENTS**

None.

**ADJOURNMENT**

Mayor Simonoff adjourned the General Session at 7:27 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 2nd day of May, 2023.

---

Lillian Harris-Neal, City Clerk

---

Marty Simonoff, Mayor

City of Brea

**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 05/02/2023

**SUBJECT:** Rejection of Bids for the Senior Center & Pioneer Hall Roofs, CIP Project No. 7975

**RECOMMENDATION**

Reject all bids and direct the City Clerk to return all bid bonds.

**BACKGROUND/DISCUSSION**

In the FY 22-23 Capital Improvement Program (“CIP”) is the Senior Center & Pioneer Hall Roofs, CIP Project No. 7975 (“Project”) located at the Senior Center, 500 Sievers Ave. (Exhibit A). This Project consists of but is not limited to, repairing and replacing sections of the existing roof system with City furnished roofing material for the existing Senior Center roof, as well as repairing, cleaning, and replacing damaged Spanish tile with in-kind tile for the Pioneer Hall roof per current building code.

On March 13, 2023, the Final Plans and Specifications (“Bid Documents”) were advertised for bids on the CIPlist.com website and published in the Star Progress paper under the California Uniform Public Construction Cost Accounting (CUPCCA). A hard copy of the Bid Documents is available at the City Clerk’s office for review. There was one addendum to the Plans and Specifications, which provided further clarification to the Bid Documents.

On April 11, 2023, staff received only two bid proposals, summarized in Table 1 – Bid Summary:

<b>Table 1 - Bid Summary</b>		
Bidder Number	Bidder Name	Bid Amount
1	Danny Letner, Inc. dba Letner Roofing Company	\$341,900.00
2	Best Contracting Services, Inc.	\$355,440.00
	<i>Engineer's Estimate</i>	<i>\$180,000.00</i>

Staff determined that the bid prices were excessive and exceeded the Engineer’s Estimate by almost a factor of two—additionally, only two bidders out of five potentially qualified bidders attended the mandatory pre-bid meeting. Therefore, staff recommends City Council reject all bids and return all Bid Bonds. Staff will re-evaluate the Bid Documents, make any necessary adjustments, and re-advertise the Project later.

### **FISCAL IMPACT/SUMMARY**

The Project includes repairing and replacing sections of the existing roof system with City furnished roofing material for the existing Senior Center roof and repairing and replacing damaged Spanish tile with in-kind tile for the Pioneer Hall roof per the most current building code.

Based on the bid review, staff recommends City Council reject all bids and return all Bid Bonds to the bidders. If approved, staff will update the Plans and Specifications and re-advertise the Project later.

The total approved construction budget for the Project is \$400,000 within the FY 2022-23 CIP, which includes \$210,000 for Construction with a 15% contingency, \$150,000 for roofing material, and \$40,000 for Construction Engineering. The Project is FARP funded (Fund 182). Therefore, there is no fiscal impact on the General Fund.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Assistant City Engineer

Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

---

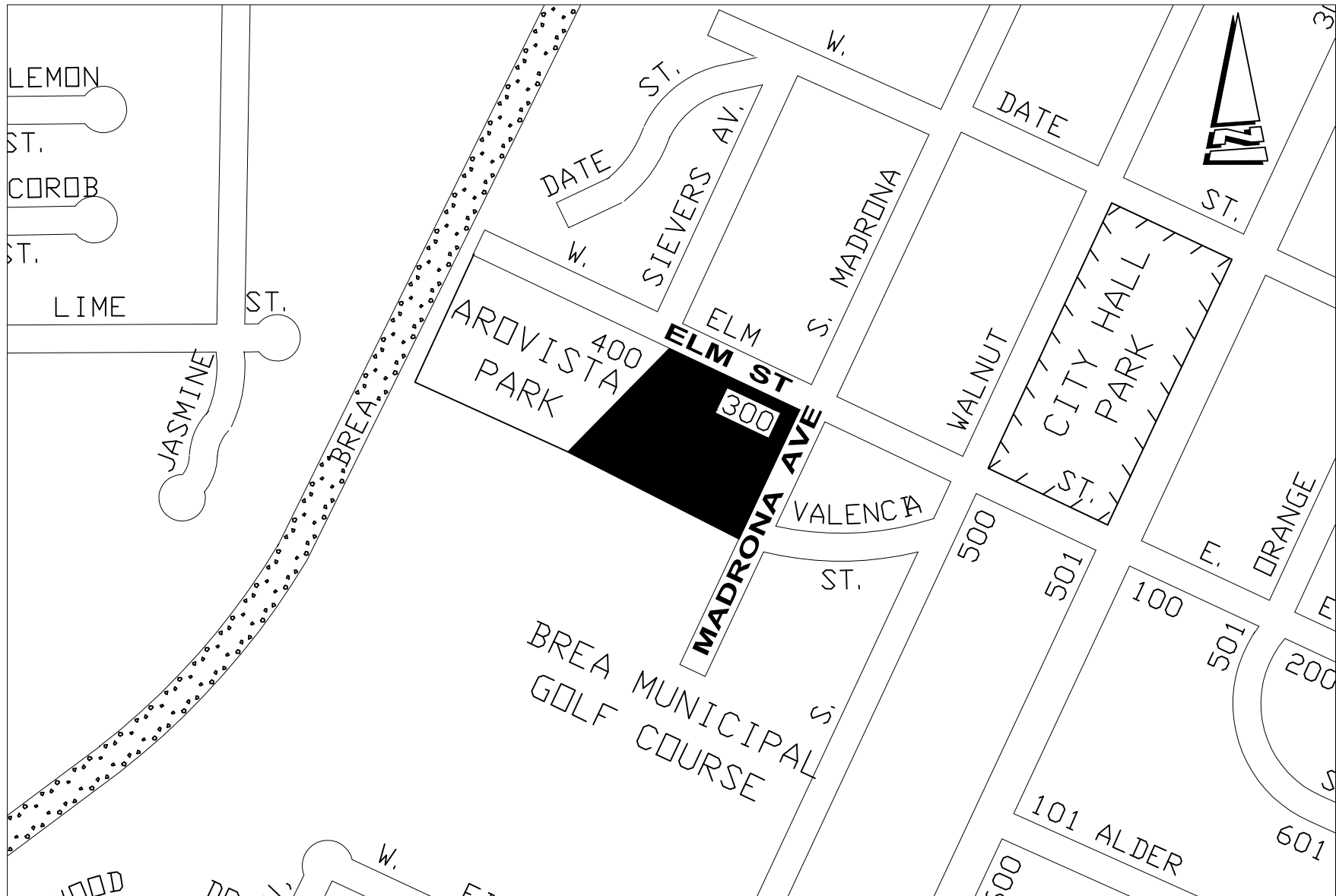
### **Attachments**

Exhibit A - Location Map

---

# PROJECT 7975

## FACILITY IMPROVEMENTS - SENIOR CENTER & PIONEER HALL ROOFS



**VICINITY MAP**

NOT TO SCALE

City of Brea

---

**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 05/02/2023

**SUBJECT:** Acceptance of Country Hills Subdivision Pavement and Water Improvements, Project No. 7322

---

**RECOMMENDATION**

1. Authorize increasing the Contract Contingency by 1.8%;
2. Accept project as complete and authorize City Clerk to record Notice of Completion;
3. Accept the Warranty Bond; and
4. Authorize City Clerk to release the Performance Bond upon acceptance of the Warranty Bond, and release the Payment Bond upon further notification from the Public Works Department.

**BACKGROUND/DISCUSSION**

On August 17, 2021, the City Council awarded a Construction Contract ("Contract") to Williams Pipeline Contractors, Inc. ("Williams") for \$4,791,264.52 for the Country Hills Subdivision Pavement and Water Improvements, Project No. 7322 ("Project") and approved a 10% construction contingency for a total approved construction budget of \$5,270,390.97. The Project replaced and upgraded the existing water mains and appurtenances, completed street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutters throughout the subdivision. See Attachment A for reference as to the project location.

Staff issued the Notice-to-Proceed with the construction on October 11, 2021, and on November 18, 2022, the contractor completed the Project. During the construction, there were several Contract Change Orders, including the final quantity balancing Change Order for the Project, totaling \$567,079.35. The change orders exceeded the contract amount plus a 10% contingency by \$87,952.90. Therefore, staff is requesting the City Council consider approving an increase of 1.8% to the contingency for the construction budget. The final accepted Contract cost is \$5,358,343.87, 11.8% over the Construction Contract. The contractor completed the improvements and staff recommends the City Council approve the acceptance work performed by Williams.

The following is a summary of contract costs:

Original Construction Contract Amount	\$4,791,264.52
Approved Change Orders	\$567,079.35
Final Construction Contract Amount	\$5,358,343.87
Approved Construction Budget with 10% Contingency	\$5,270,390.97
Remaining Construction Budget	(\$87,952.90)
Requested Contingency Increase (1.8%)	\$87,952.90

### **COMMISSION/COMMITTEE RECOMMENDATION**

Finance Committee reviewed this item on April 25, 2023, and recommended for City Council approval with additional information regarding using funds beyond the original construction contract amount. Additionally, the Finance Committee requested that in moving forward, at future Finance Committee Meetings, City staff provide an update on CIP project expenditures that go beyond the original construction contract amount, and staff agreed.

During the initial stages of construction, several existing water main breaks occurred within the subdivision streets as part of installing the new water main. Watermain breaks were mainly due to the age of the existing pipe. Additionally, the area has had many water main and service lateral repairs within the last several years. The initial project scope included approximately 12,800 linear feet of new water main within the subdivision area west of Wandering Lane and replacing 430 new services and water meters. However, the easterly area called out to remove and replace only the services laterals and not replace the existing main. Pavement rehabilitation was part of the initial scope for both areas. Therefore, based on the age of the existing pipe and potential future breaks and repairs to the mainline, the Public Works Department decided to modify the scope of work to replace an additional 6,500 linear feet of new water main in the easterly areas inclusive of Wandering Lane. This change in work also included adding over 200 new service laterals and meters, 15 new Fire Hydrants, and 23 new gate valves with water appurtenances, which led to the main change order to the project. The total cost of this change is in CCO#1 and CCO#4, with some minor cost changes included in CCO# 2 and CCO#3.

The following table and subsequent Change Order Narrative summarize each chamber's total amount and describe the items included within each Change Order.

<b>Change Order No.</b>	<b>Total Agreed Upon Price</b>
1	\$54,097.07
2	\$72,487.66
3	\$38,760.36
4	\$401,734.26
<b>Total</b>	<b>\$567,079.35</b>

### **Change Order Narrative**

- CCO#1 – Change Order #1 was issued to the Contractor concerning modifications to the scope of work, including 6,500 additional LF of 8" water main, 200 new service laterals and meters, 15 new Fire Hydrants, and 23 gate valves with appurtenances and tie-ins for the

Streets of Wandering Ln., Roundtree Ct., Winding Ln., Stony Ln., Foothill Ln., Sunrise Rd., Grove Hill Ct., and Hill Top Ln.

- CCO#2 – Change Order #2 addressed several unmarked utility conflicts, added potholing, traffic control, tie-ins for Wandering Lane water main, and miscellaneous work.
- CCO#3 – Change Order #3 added curb walls around the new Fire Hydrants, modifications to the striping on Wandering Ln., and other utility conflicts.
- CCO#4 – Change Order #4 balanced bid quantities (over and under contract quantities) and additional compensable working days for the various changes.

### **FISCAL IMPACT/SUMMARY**

The final Contract amount for the Project is \$5,358,343.87, which is over the approved Construction Contract budget by \$87,952.90. There are sufficient funds in the Project budget to cover the overage. Therefore, the staff is requesting the City Council consider increasing the Construction Contract budget by \$87,952.90. The source of funds for this Project is the Water Utility Fund (Fund 420), Gas Tax (Fund 220), Measure M (Fund 260), and RMRA (Fund 221). Therefore, there is no impact on the General Fund. The Project replaced and upgraded 19,300 linear feet of existing water mains with appurtenances, 500 new services and meters, 3.6 miles of new street resurfacing, and reconstructed ADA ramps, sidewalks, and curb and gutter within the Country Hills Subdivision. Williams has completed the Project and fulfilled its obligations to the City according to the subject Contract.

Furthermore, Williams provided a Warranty Bond of 100% of the final Contract amount to guarantee the work for one year after the recordation of the Notice of Completion. Therefore, staff recommends the City Council consider accepting the Project as complete, accept the Warranty Bond (Attachment B), and authorize the City Clerk to record a Notice of Completion (Attachment C). Additionally, staff recommends authorizing the City Clerk to release the Performance Bond upon acceptance of the Warranty Bond and release the Payment Bond upon further notification from Public Works Department.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Ryan Chapman, P.E., Assistant City Engineer

Concurrence: Michael Ho, P.E., Public Works Director/City Engineer

---

### **Attachments**

Attachment A - Location Map

Attachment B - Warranty Bond

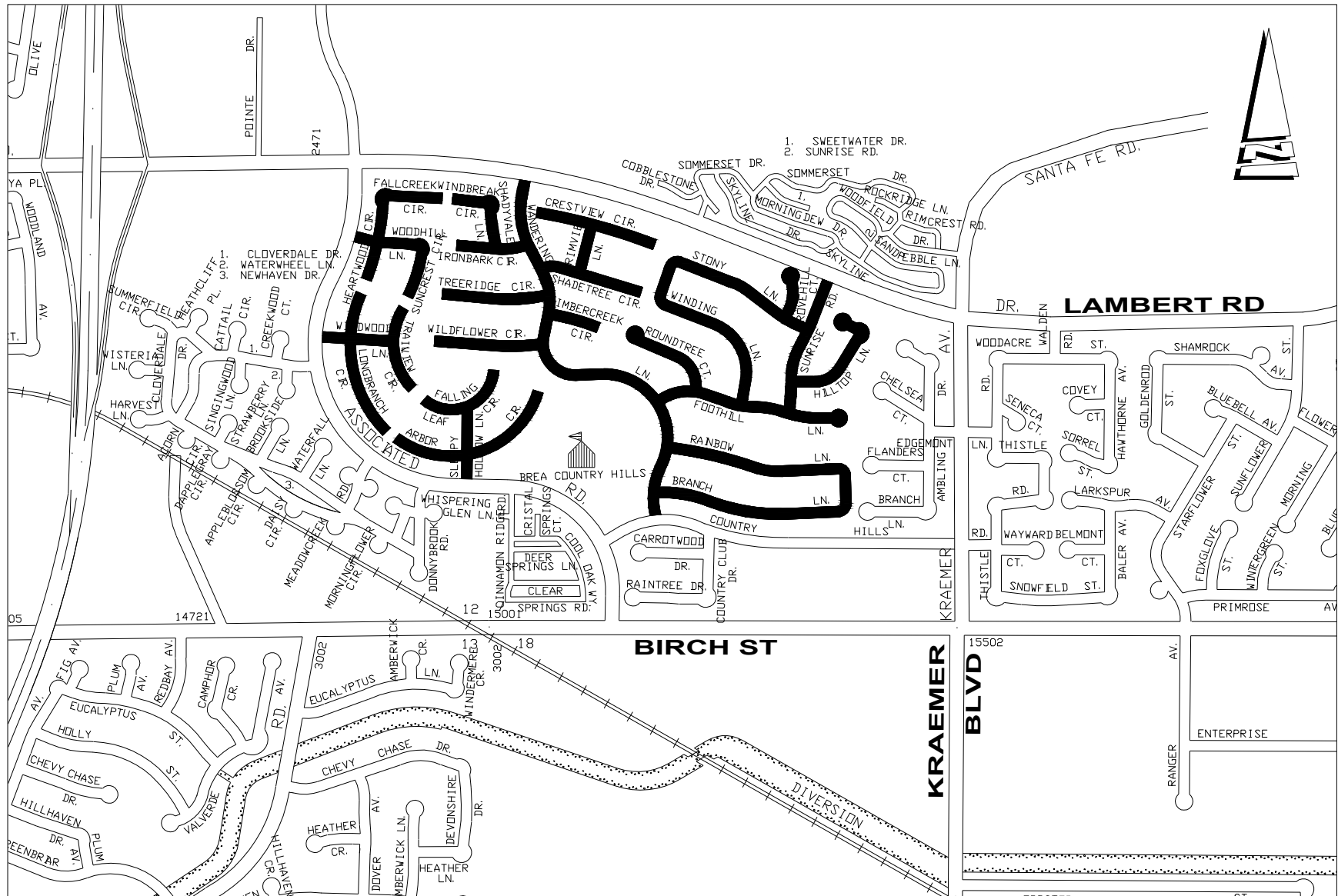
Attachment C - Notice of Completion

---

# PROJECT 7322

## STREET IMPROVEMENTS - COUNTRY HILLS SUBDIVISION

### PAVEMENT/WATER REHABILITATION



**VICINITY MAP**  
NOT TO SCALE

**WARRANTY BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

Williams Pipeline Contractors, Inc.

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

Country Hills Subdivision Pavement & Water Improvements, CIP No. 7322

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

NOW, THEREFORE, we, the undersigned Principal, and Swiss Re Corporate Solutions America Insurance Corporation, 777 S. Figueroa St., Suite 3700, Los Angeles, CA 90017

(Insert name, address, and telephone number of Surety) (888) 546-5118

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto Owner in the penal sum of Five Million Three Hundred Fifty-Eight Thousand Three Hundred Forty-Three & 87/100

(\$5,358,343.87) Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 1, 2023

"Principal"

Williams Pipeline Contractors, Inc.

By: 

Its Victor Hernandez, Vice President

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

Its

(Seal)

"Surety"

Swiss Re Corporate Solutions America Insurance Corporation

By: 

Its Cathy S. Kennedy, Attorney-in-Fact

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

Its

(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.

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2023 before me, Susan E. Morales, Notary Public  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Bond #2314927-W

(Title or description of attached document)

Williams Pipeline Contractors, Inc.

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 3/1/23

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
Vice President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2023 before me, Susan E. Morales, Notary Public  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #2314927-W Warranty

(Title or description of attached document)

Swiss Re Corporate Solutions America Ins. Corp.

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 3/1/23

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

\_\_\_\_\_  
(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Swiss Re Corporate Solutions America Insurance Corporation

Electronic Corporate Seal



Please read through the below Usage Guidelines for our Electronic Corporate Seal:

- 1) This Electronic Corporate Seal has been provided for convenience. Swiss Re Corso cannot provide assurance that specific obligees will, or will not, accept an Electronic Corporate Seal. The preferred method remains a physically affixed seal. The Electronic Corporate Seal is used at the discretion of your Agency or Brokerage, and Swiss Re Corso disclaims any liability if the use of the Electronic Corporate Seal results in any instrument being rejected or challenged;*
- 2) The Electronic Corporate Seal can only be used for electronically affixing a seal to a surety bond, or related instrument, that has been authorized by Swiss Re Corso and is being executed on behalf of Swiss Re Corso by your Agency or Brokerage pursuant to a valid Power of Attorney;*
- 3) Your Agency or Brokerage may not transfer an Electronic Corporate Seal to any other entity or person without the written consent of Swiss Re Corso;*
- 4) Swiss Re Corso may revoke permission to use the Electronic Corporate Seal at any given time; and*
- 5) Any use of the Electronic Corporate Seal outside of the above described guidelines is not authorized*

## SWISS RE CORPORATE SOLUTIONS

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

### GENERAL POWER OF ATTORNEY

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

TODD M. ROHM, CATHY S. KENNEDY, BEATA A. SENSI, CHERYL L. THOMAS, and SHANE WOLF

### JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

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

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

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



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
County of Cook

§§

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

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of MARCH, 20 23.

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

<b>RECORDING REQUESTED BY</b>  AND WHEN RECORDED MAIL TO  Name <b>City of Brea</b>  Street Address <b>1 Civic Center Circle</b>  City & State <b>Brea, CA 92821</b> Zip	
--	--

Free recording requested per Government Code Section 27383.

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

**Lillian Harris-Neal, City Clerk, City of Brea**

## Notice of Completion

### NOTICE IS HEREBY GIVEN THAT:

- The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is **City of Brea** (NAME)
- The full address of the undersigned is **1 Civic Center Circle**  
**Brea, CA 92821**  
(NUMBER AND STREET, CITY, STATE, ZIP)
- The nature of the title or the undersigned is **Owner-In-Fee**
- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

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

Names	Addresses
_____	_____
_____	_____
- A work of improvement on the property hereinafter described was completed pursuant to Civil Code § 9200(a) through acceptance by City Council on \_\_\_\_\_.
- The name of the original contractor, if any, for the work of improvement was **Williams Pipeline Contractor, Inc.**  
(NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was **Water main replacement, AC pavement rehabilitation, PCC ADA Ramp Work.**
- The property on which the work of improvement was completed is in the City of **Brea**, County of **Orange**, State of California, and is described as follows: **Country Hills Subdivision Pavement and Water Improvements, CIP Project No. 7322.**
- The street address of the said property is **Various streets within the Country Hills Subdivision.**

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

\_\_\_\_\_  
(SIGNATURE)  
**Michael S. Ho P.E., Public Works Director/City Engineer (TYPED NAME)**

### VERIFICATION

I, the undersigned, say:

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

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

Executed at **Brea**, California, this \_\_\_\_\_ day of \_\_\_\_\_ **2023**.

\_\_\_\_\_  
(SIGNATURE)  
**Michael S. Ho P.E., Public Works Director/City Engineer**

City of Brea

---

**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 05/02/2023

**SUBJECT:** Update to (Azteca Systems, Inc) Cityworks Software License and Maintenance Agreement

---

**RECOMMENDATION**

Approve updated Software License and Maintenance Agreement for Public Works Maintenance Management Program.

**BACKGROUND/DISCUSSION**

In 2013, Public Works Maintenance Services needed to update, Fox Pro, the antiquated software used to track service requests and decided on Cityworks because of their Geographic Information System-centric (GIS) public asset and work management solution. The cost to purchase and implement this software was \$100,000.00, which included migration of the historical data into Cityworks. There has been an annual Update and Support fee of \$11,000 since that time, with the cost remaining unchanged.

Azteca Systems, Inc. supplies a Cityworks Server AMS (Asset Management System) for the Public Works Department. Public Works has used the Cityworks software as its Maintenance Management Program (MMP) for the past ten years to store and produce records of completed work requests. The program tracks work requests, employee time, materials, equipment costs, locations, customers, and notes. The update to this agreement includes enhanced protection for the City from the original agreement and reduces the risk of losing information. The updated agreement cleans up language regarding third-party consultants or contractors. Terms of the updated agreement were reviewed and approved by the City Attorney's office.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed the staff's recommendation at their meeting on April 25, 2023, and recommended proceeding.

**FISCAL IMPACT/SUMMARY**

The Public Works Department uses software called Cityworks for asset management, work orders, and tracking service requests. Cityworks is now moving to cloud-based technology for enhanced protection and to reduce the risk of losing information. Therefore, the old agreement must be updated to the attached license agreement to reflect these features. The annual update and support fee for 07/01/22 to 05/14/23 is \$9,625.00. The annual update and support fee of \$11,000.00 remains the same from 05/15/23 to 05/14/24, and no additional funding is needed. These budgeted costs are in various Public Works accounts, including Water, Sewer, Streets,

Parks, Sanitation, and Building funds.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Will Wenz, Public Works Superintendent

Concurrence: Michael Ho, Public Works Director/City Engineer

---

**Attachments**

Software License Agreement

2013 PSA

---

## CITYWORKS® SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement (“Agreement”) is made by and between Azteca Systems, LLC (“Azteca Systems” or “Azteca”) a Delaware limited liability company, with a place of business set forth on Addendum #1 below, and **City of Brea, California**, (hereinafter referred to as “Licensee” or “Customer”), using certain of Azteca Systems Licensed Products. This Software License and Maintenance Agreement is effective upon the date of signature by Licensee below (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of this Agreement. This Agreement, when executed by the Licensee and Azteca Systems, as licensor of the Software, or the Online Services, and Documentation licensed under this Agreement, will supersede any previous agreements.

This Agreement includes (i) this Software License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support, and (iv) Addendum #3 – Third-Party Contractor Acknowledgment.

This Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

### ARTICLE 1—DEFINITIONS

#### 1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License and Maintenance Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda, and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account username and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. "Beta" means any alpha, beta, or other prerelease version of a Product.
- e. "Customer Content" means the data provided or inputted by or on behalf of Licensee, or made accessible by Customer to Azteca, including personally identifiable information, for use with the Software.
- f. "Cloud Services" means both Azteca Systems Managed Cloud Services and Online Services.
- g. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- h. "Concurrent Use License" means that Licensee may install and use the Software on computer(s) on a network, but the number of simultaneous users (logins) may not exceed the number of licenses required.
- i. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- j. "Documentation" means all user reference documentation that is supplied to the Licensee by Azteca Systems pursuant to this Agreement for aiding or enabling the use of the Software and is deemed to include any Azteca Systems-provided revisions thereof.
- k. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by or use of the Licensed Products in the provisions of services to Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of

the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing, or other means of providing service to any third party shall not be considered Internal Use.

- l. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software and Documentation licensed under the terms of this Agreement.
- m. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- n. "Malicious Code" means software viruses; worm time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.
- o. "Named User(s)" is Licensee's employee, agent, consultant, or contractor to whom Licensee has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product or subscription to Online Services for Licensee's exclusive benefit.
- p. "Online Services" means the commercially available, internet-based asset management system that Azteca Systems provides (commonly known as Cityworks Online), including applications and associated APIs, for storing, managing, publishing, and using maps, data, and other information. Online services exclude Data and Content.
- q. "Online Services Subscription" means a limited-term subscription conveying the right for one or more named users to access and use Online Services.
- r. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- s. "Preview" means any alpha, beta, or prerelease Product.
- t. "Product(s)" means Software and Documentation licensed under the terms of this Agreement.
- u. "Sample(s)" means sample code, sample applications, sample add-ons, or sample extensions of Products.
- v. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- w. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, documentation, updates, upgrades, and service packs. Without limitation, the Software is deemed to include any alpha, beta, prerelease or restricted version(s), or final commercial release(s), provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, sample code, or merged copies permitted hereunder or subsequently supplied under this Agreement. Unless otherwise indicated by the context herein, the term Software is also deemed to include its associated Documentation.
- x. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- y. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

All Azteca Systems Offerings are the copyrighted works of Azteca Systems. Azteca Systems or its licensors own the Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights, including trade secrets. This Agreement does not transfer ownership rights of any description in the software, materials, products, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to Azteca Systems and its licensor(s). Azteca Systems does not acquire any rights in Customer Content under this Agreement other than as needed to provide Azteca Offerings and Services to Customer.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal,

nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 6. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) licenses. Licensee may allow Third-Party Contractors to access and use the licensed Software, provided Licensee and Third-Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third-Party Contractor Acknowledgment (if applicable) collectively, are incorporated by reference into this Agreement.

- a. *Software.* Use and license for specific Software products are set forth in Addendum #1 – Product Licensing, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 10.10 below and in Addendum #2 – Standard Maintenance and Support, which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third-Party Contractor software usage (if applicable) are set forth in Addendum #3 – Third-Party Contractor Acknowledgment, which is incorporated by reference.

3.2 **Delivery.** Unless otherwise agreed, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Products by electronic download and a license key to activate the Licensed Products.

## ARTICLE 4—SOFTWARE AND ONLINE SERVICES

### 4.1 Software Terms of Use

- a. For Products delivered to Licensee, Licensee may:
  1. Install, access, and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
  4. Move the Software in the licensed configuration to a replacement server; and
  5. Governmental or not-for-profit organization that operate a website or offer internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca Systems and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third-Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca Systems. Licensee shall be solely responsible for compliance by Third-Party Consultants and Contractors with this Agreement and shall ensure that the Third-Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third-Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

### 4.2 Online Services Terms of Use

- a. **Use of Online Services** is also subject to the Cloud Services Terms found in Addendum #2.

b. **Modification of Online Services.** Azteca Systems may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Azteca Systems may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Azteca Systems will issue a prorated refund.

4.3 **Named User Licenses.** Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. **Named Users.**

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

4.4 **Limited-Use Programs.**

a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.

b. **Educational Programs.** Licensee agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.

c. **Other Azteca Systems Emergency or Limited-Use Programs.** If Licensee acquires Products under any limited-use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page, letter, or enrollment form or as described on Azteca's website in addition to the nonconflicting terms of this Agreement.

4.5 **Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Licensed Software or Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Distribute Authorization Codes to third parties;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Licensed Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online

- and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Unbundle or independently use the individual or component parts of Software or Online Services;
- l. Incorporate any portion of the Software into a product or service that competes with the Software;
- m. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- n. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

## ARTICLE 5—AZTECA SYSTEMS MANAGED CLOUD SERVICES

5.1 **Definitions.** The following are supplemental definitions provided in Article 1.

- a. “Azteca Managed Cloud Services” means the hardware, Software, Data, network platform that Azteca Systems or its third-party supplier provides as part of Azteca Managed Cloud Services.
- b. “Hosting” means the business of housing and making accessible Licensee Content via the internet.

5.2 **Provision of Azteca Managed Cloud Services.**

- a. **General Terms.** Use of Azteca Systems Managed Cloud Services is subject to the Cloud Services terms found in Addendum #2 of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Azteca Systems changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Azteca Systems will invoice Customer annually for the Azteca Systems Managed Cloud Services to be provided the upcoming year. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Azteca Systems or removal of Customer Content from the Azteca Systems Managed Cloud Services environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content.
- e. **Personally Identifiable Information.** Azteca acknowledges that members of the public will access the Software and/or Online Services through Customer's web portal. Such access may include such members' provision of personal information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Azteca Systems Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Azteca Systems Offering to be (i) disclosed or distributed in source code form, (ii) made available free of charge to third parties, or (iii) modifiable without restriction by third parties.
- g. **Monitoring.** Licensee will provide information and other materials related to its Licensee Content as reasonably requested by Azteca Systems or its Hosting partner to verify Azteca's or Licensee's compliance with this Agreement. Azteca Systems or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Licensee Content solely for the purpose of verifying compliance with this Agreement.

## ARTICLE 6—TERM AND TERMINATION

6.1. The initial term of this Agreement will begin on the Effective Date, or upon such latter dates set forth in Addendum #1, and in each case provided a valid purchase authorization is issued. This Agreement may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum #1.

6.2. Either party may terminate this Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination shall be deemed to have immediate effect for a material breach that is impossible to cure.

6.3. **Termination by Licensee for Convenience.** In the event that either funding from Licensee or other sources is

withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, or for convenience, Licensee may terminate subsequent Term Maintenance Periods by giving Azteca Systems at least thirty (30) days' written notice prior to the end of the current Term Maintenance Period. The effective date of such termination will be the start of the subsequent Term. If terminated prior to current term, no refund is provided unless termination is made prior to the first 90 days of the initial term period.

**6.4. Termination by Azteca Systems.** Azteca Systems may terminate this Software License and Maintenance Agreement and/or any license granted hereunder if:

- a. Licensee violates its obligations under this Software License and Maintenance Agreement and fails to cure the breach within thirty (30) days after Azteca Systems' written notification, provided however, that no cure period prior to termination will be required as noted in section 6.2.
- b. Licensee ceases to do business in the ordinary course, or becomes insolvent, enters bankruptcy, reorganization, composition or other similar proceedings under applicable laws, whether voluntary or involuntary, or admits in writing its inability to pay its debts, or makes or attempts to make an assignment for the benefit of creditors. Such termination shall be effective upon notice to such party or as soon thereafter as is permitted by applicable law.

**6.5.** Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the Software License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

**6.6.** If this Agreement is terminated per section 6.3, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance, and support services rendered or products and software received and accepted prior to the effective date of termination.

**6.7.** If this Agreement is terminated per section 6.3 or 6.4, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then, for no additional charge to Licensee and at Licensee's option, either grant a license to the Licensee for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software, or allow Licensee to create digital copies of all files needed by the Licensee for the same period. Upon termination, Azteca Systems will no longer provide updates, patches, or support. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

**6.8.** If Licensee has an Online Services Subscription, Managed Cloud Services, or Online Services Product, then upon termination per section 6.3 or 6.4, Azteca Systems will provide Licensee the ability for 30 days to download, backup, or otherwise archive all Licensee Data.

**6.9.** The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

## **ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranties.** Except as otherwise provided in this Article 7, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

**7.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and beta Products are delivered "as is" and without warranty of any kind.**

**7.3 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the internet or to regulation of the internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Azteca Systems is not responsible for any third-party website or third-party content that appears in or is referenced by Azteca Systems Products or Azteca Systems websites, including [www.cityworks.com](http://www.cityworks.com) and <https://mycityworks.force.com>. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

**7.4 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Azteca Systems disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Azteca Systems is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Licensee Content caused by Licensee's modification of any Azteca Systems Product or Service other than as specified in the Documentation. Azteca Systems does not warrant that Products and Services hereunder or Licensee's operation of the same, will be uninterrupted, error free, fault-tolerant, or fail-safe or that all nonconformities can or will be corrected. Products are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property/environmental damage. Licensee should not follow any suggestions or instructions that appear to be hazardous, unsafe, or illegal. Any such use shall be at Licensee's own risk and cost.

**7.5** If Licensee utilizes data fields available in the Licensed Products to store data not required for the normal use and operation of our Licensed Products and Software for their intended purpose, Licensee agrees (i) that Azteca Systems is not responsible for compliance with laws, rules and regulations specific to such Data (eg. HIPAA or PCI Rules); and (ii) Licensee assumes all risks associated with, related to, or arising from Licensee's use of data fields to store such data.

**7.6 Exclusive Remedy.** Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Section shall be limited to replace any defective media; (i) repair, correct, or provide a workaround for the applicable Products or Services and subject to the Azteca Systems Maintenance Services and Support Addendum; or (ii) at Azteca Systems election, terminate Licensee's right to use and refund the fees paid for Azteca Systems Products or Services that do not meet Azteca Systems limited warranties, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

## ARTICLE 8—LIMITATION OF LIABILITY

**8.1 Disclaimer of Liability.** Neither Licensee, Azteca Systems, nor any Azteca Systems distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees paid for the current Term support period, or current Subscription fees, or Services fees actually paid to Azteca Systems for the Azteca Systems Products or Services giving rise to the cause of action.

**8.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Licensee's or Azteca's infringement, Licensee's misuse, or misappropriation of Azteca Systems or Azteca Systems licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**8.3 Applicability of Disclaimers and Limitations.** Azteca Systems (or its authorized distributor if any) has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**8.4** The foregoing warranties, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights

under law that may not be waived or disclaimed. Azteca Systems does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

## ARTICLE 9—INDEMNIFICATIONS

**9.1 Definitions.** The following definitions supplement the definitions provide in Article 1:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnites" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Azteca Systems Products or Services infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorney's fees.

**9.2 Infringement Indemnity.**

- a. Azteca Systems will defend, hold all indemnites harmless from and against any Loss arising out of an Infringement Claim.
- b. If Azteca Systems determines that an Infringement Claim is valid, Azteca Systems may, at its expense, either (i) obtain rights for Customer to continue using the Azteca Systems Products or Services or (ii) modify the Azteca Systems Products or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Azteca Systems may terminate Licensee's right to use the Azteca Systems Products or Services and will refund any unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Azteca Systems has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Azteca Systems Products or Services with a product, process, or system or element not supplied by Azteca Systems or specified by Azteca Systems in its Documentation, (ii) alteration of Azteca Systems Products or Services by anyone other than Azteca Systems or its subcontractors, (iii) compliance with Licensee's specifications, or (iv) use of Products or Services after Azteca Systems either provides a modified version to avoid infringement or terminates Licensee's right to use the Products or Services.

**9.3 General Indemnity.** Azteca Systems will defend and hold all Indemnites harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnites to the extent arising from any negligent act or omission or willful misconduct by Azteca Systems or its directors, officers, employees, or agents performing Services while on Customer's site.

**9.4 Conditions for Indemnification.** As conditions for indemnification, Indemnitee will (i) promptly notify Azteca Systems in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Azteca Systems sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Azteca Systems request and expense.

**9.5** This section sets forth the entire obligation of Azteca Systems, its authorized distributor (if any), and its third-party licensors (if any) regarding any Claim for which Azteca Systems must indemnify Licensee.

## ARTICLE 10—GENERAL PROVISIONS

**10.1 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country, (ii) any person on the US Treasury Department's list of Specially Designated Nationals, (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List, or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**10.2 Taxes and Fees, Shipping Charges.** License and Subscription fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or

tariffs, and shipping and handling charges.

**10.3 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**10.4 Severability.** The parties agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**10.5 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this Agreement.

**10.6 Survival of Terms.** The provisions of Articles 2, 6, 7, 8, 9 and 10 of this Agreement, and the provisions of section 4.1 of Addendum #2, shall survive the expiration or termination of this Software License and Maintenance Agreement.

**10.7 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

**10.8 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- **Government Entities.** If Licensee is a government entity, the applicable laws of the Licensee's jurisdiction govern this Agreement. Venue for any legal action arising out of this Agreement shall be the County of Orange, California.
- **Nongovernment Entities.** US federal law and the law of the State of Utah exclusively govern this Agreement, excluding their respective choice of law principles.

**10.9 Dispute Resolution.** The parties will use the following dispute resolution process:

- **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- **Other Government Entities.** Azteca Systems will comply with mandatory dispute resolutions under applicable law.
- **Negotiation and Litigation.** The parties will attempt negotiation in good faith and a spirit of mutual cooperation. Except as noted above, if the parties are unable to resolve any dispute through negotiation, then the governing law shall be as set forth in section 10.8.

**10.10 Maintenance.** Maintenance for qualifying Software consists of updates (provided on a when-and-if available basis) and other benefits, such as access to technical support, which are provided during the Term. Maintenance is specified as set forth in Addendum #2.

**10.11 Audit.** Upon Azteca System's written request, Licensee shall certify in a signed writing that its use of the Licensed Product is in full compliance with the terms of this Agreement (including any restrictions herein). Azteca Systems, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Licensee's records and use of the Licensed Products to confirm compliance with this Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with ordinary business activities. Licensee shall be responsible for any audit costs only in the event that such audit reveals that Licensee's use is not in accordance with the permitted uses under this Agreement, and for unpaid license fees.

**10.12 Feedback.** Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Software or Products, and any related intellectual property, are owned by Azteca Systems.

**10.13 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

**10.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber-attacks, laws, regulations, government orders, or any other force majeure event. The party asserting force majeure shall notify the other party within fifteen (15) calendar days of such event.

**10.15 Independent Contractor.** Azteca Systems is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Azteca Systems and the Licensee. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**10.16 Entire Agreement.** This Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1. Customer shall not be bound by any "click-through" agreements or any other online terms required to be agreed to in order to utilize the Products, Software, or Online Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective by their respective authorized representatives.

**AZTECA SYSTEMS, LLC**

DocuSigned by:

By:

*George Mastakas*

5DA74A419CA046C...

Name: George Mastakas

Title: Vice President

Date: 4/5/2023

**CITY OF BREA, CA – (LICENSEE)**

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

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

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

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

**ADDENDUM #1****PRODUCT LICENSING****1. Licensed Software:**

Workgroup Server AMS 20 Named Logins for:  
Office

--Includes the following Add-ons:

Use of all Cityworks AMS APIs with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Additional Software Products & Licenses & Annual Renewals: Additional Software Products & Licenses may be added to this Agreement as well as annual renewals of this Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable, being paid.*

**2. Notices & Licensee Information: Until or unless otherwise modified, all notices relevant to this agreement shall be sent to the following address:**

<b>Azteca Systems, LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070	<b>City of Brea</b> 1 Civic Center Cir Brea, CA 92821
	Attn: Michael Ho
	E-mail: <a href="mailto:michaelh@ci.brea.ca.us">michaelh@ci.brea.ca.us</a>
	Phone: 714.990.7691

**3. Effective Date of Software (Date Software made available)**

***MM/DD/YYYY***

***07/01/2022***

**4. Schedule of Payments and/or Fees under Agreement**

<b>Annual Period</b>	<b>Date From/To (mm/dd/yyyy)</b>	<b>Amount</b>
<b>Period 1</b>	<b>07/01/2022 – 05/14/2023</b>	<b>\$9,625.00</b>
<b>Period 2</b>	<b>05/15/2023 – 05/14/2024</b>	<b>\$11,000.00</b>

\*Period 1 reflects a pro-rated shortened period to cover period from 07/01/2022 – 05/14/2023.

**5. Additional Items (If Any):**

- a. If Licensee is receiving an Online product, the following apply:
  - i. **CWOL – Cityworks Online:** Cityworks Online (CWOL) – is a Cityworks Online hosted services subscription for the right to access and use the Online Services for the products identified hereinabove. CWOL is a highly scalable hosted services product offering.
  - ii. **CWOL** is hosted on Azteca Systems' servers and completely scaled, managed, updated, backed

up, and maintained by Azteca Systems. Because Azteca Systems controls the update schedule, users are not responsible for upgrading, managing, or patching the system themselves.

## **ADDENDUM #2**

### **STANDARD MAINTENANCE AND SUPPORT**

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca Systems, LLC (“Azteca Systems” or “Azteca”). Maintenance and support are provided subject to the terms and conditions of the signed Software License and Maintenance Agreement, and which is incorporated by reference.

- 1. MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license and maintenance fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support services consist of the following benefits: maintenance items (provided on a when-and-if available basis) which may include subsequent version releases of the licensed software, service packs, upgrades and updates, and technical support.

1.1. Azteca Systems will ensure upward compatibility for the licensed software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for licensed software applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- a. **Software Updates.** Software Updates includes upgrades and service packs which are a collection of files that enhance or correct the licensed software, and which will be available for Licensee to download during the Maintenance Term/Period. Updates and upgrades may also include new versions;
- b. Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- c. Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee’s systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this Addendum:

- a. Support for applying or installing upgrades and service packs (except for Online Products);
- b. Assistance with questions related to third-party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- c. Assistance with computer operating system questions not directly pertinent to the licensed software;
- d. Licensee Data debugging and/or correcting;
- e. Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the licensed software, including but not limited to neglect, abuse, unauthorized modifications, and/or unauthorized updates;
- f. Consulting regarding customizations created to function with the licensed software unless the customization is identified and listed as licensed software in Addendum #1;
- g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- h. Questions such as configuration, implementation, and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a

technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum #1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

1.8. **Additional Support Items.**

- a. On a when-and-if available basis, updates to the licensed software (Addendum #1) means subsequent releases of the program which Azteca generally makes available to its customers who are under an active Software License and Maintenance Agreement for which fees have been paid for the relevant support period.
- b. Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed in Addendum #1 changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license or maintenance fees have been paid.
- c. Updates may not always include any release, option, or future program that Azteca licenses separately. Updates are provided on a when-and-if available basis as determined by Azteca Systems. Azteca Systems is under no obligation to develop any future programs or functionality. Any updates made available will be made available to you for download. Customer is responsible for copying, downloading, and installing the updates.

## 2. PROCEDURES FOR ACCESSING SUPPORT

2.1. All problem categories from routine, non-critical and critical, that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within four (4) hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is the Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number that will forward the call to the currently assigned Azteca Systems support representative.

Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within four (4) hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems, Licensee will submit support requests during normal business hours as outlined in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

### 3. CHARGES/FEES

3.1. License, Maintenance, and Support Services herein are included in the payment of annual fees as set forth in Addendum #1 and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1 and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum #1 subsequent to year one (1) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor. Azteca Systems will notify Licensee of the new pricing no later than sixty (60) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

### 4. MANAGED CLOUD AND ONLINE SERVICES

4.1. **Prohibited Uses.** Licensee shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

- a. Creates or transmits spam, spoofings, phishing emails, or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;

- e. Probes, scans, or tests the vulnerability of Cloud Services or breaches any security or authentication measures used by Cloud Services without written approval from Azteca Systems product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

4.2. **Service Levels.** Notwithstanding Section 4.3, below, Azteca guarantees that minimum uptime availability of the Online Services to Customer shall be no less than 99% for each quarter, where 100% equals the maximum available uptime, not including scheduled maintenance or force majeure events.

4.3. **Service Interruption.** System failures or other events beyond Azteca's reasonable control may interrupt Customer's access to Cloud Services. Azteca Systems may not be able to provide advance notice of such interruptions.

4.4. **Licensee Content.**

- a. Licensee grants Azteca Systems and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Licensee Content as needed to provide Cloud Services to Licensee. Azteca Systems will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Azteca Systems under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.

Notwithstanding the foregoing, Azteca is provided a limited license to access Customer Content for the sole and exclusive purpose of providing the Online Services, including a license to collect, process, store, generate, and display Customer Content only to the extent necessary in the providing of the Online Services.

- b. If Customer accesses Cloud Services with an application provided by a third party, Azteca Systems may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content. Any and all cloud based storage shall comply with ISO/IEC 27001 - 27018, as applicable. All such storage shall be conducted within the continental United States.
- c. Azteca Systems may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Azteca Systems will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Azteca Systems will either:
  1. Make Customer Content available to Customer for download for a period of thirty (30) days unless Customer requests a shorter window of availability or Azteca Systems is legally prohibited from doing so; or
  2. Download all Customer Content in Azteca Systems' possession to a medium of Customer's choosing and deliver such Customer Content to Customer.
  3. After complying with (1) or (2), Azteca Systems will destroy any copies or otherwise remaining Customer Content and shall certify the same to Customer in writing within five (5) calendar days from the date of termination of the Online Services.

Azteca Systems will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

4.5. **Removal of Customer Content.** Azteca Systems may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Azteca Systems will notify Customer before removing Customer Content. Azteca Systems will respond to any Digital Millennium Copyright Act takedown notices in accordance with Azteca Systems copyright policy, available at [www.cityworks.com/legal](http://www.cityworks.com/legal).

4.6. **Service Suspension.** Azteca Systems may suspend access to Cloud or Online Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach, (ii) if Azteca Systems reasonably believes that Customer's use of Cloud Services will subject Azteca Systems to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services, (iii) for scheduled maintenance, (iv) to enjoin a threat or attack on Cloud Services, or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Azteca Systems will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Azteca Systems is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

4.7. **Notice to Azteca Systems.** Licensee will promptly notify Azteca Systems if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

4.8. **Security Breach Notification.** Azteca Systems will promptly notify Customer if Azteca Systems becomes aware of any actual unauthorized disclosure, access, or use of Customer Data ("Security Breach"). The notification will be sent using the contact information on file with Azteca Systems at the time of the Security Breach and will include information related to the cause of the Security Breach (if known) and steps Azteca Systems has or will take to mitigate the risk of a similar Security Breach from occurring in the future. To the extent that the Security Breach was caused by any act or omission of Azteca Systems, Azteca Systems agrees to reasonably cooperate with Customer in investigating the Security Breach and provide information and documents reasonably requested by Customer to the extent such information and documents can aid Customer in investigating the Security Breach. If the Security Breach was not caused by an act or omission of Azteca Systems, Customer may request reasonable assistance from Azteca Systems subject to the availability of Azteca Systems' resources and at Azteca Systems' standard hourly rates.

Without limiting Azteca's obligation of confidentiality as further described herein, Azteca shall be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with the data security standards, measures, and safeguards set forth and described at: [www.cityworks.com/legal/commitment-to-customers/](http://www.cityworks.com/legal/commitment-to-customers/) as the same exists as of the effective date of this Agreement, and that is designed to: (a) ensure the security and confidentiality of the Customer Content; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Content; (c) protect against unauthorized disclosure, access to, or use of the Customer Content; (d) ensure the proper disposal of Customer Content; and, (e) ensure that all employees, agents, and subcontractors of Azteca, if any, comply with all of the foregoing. In no case shall the safeguards of Azteca's data privacy and information security program used to protect Customer Content be less stringent than the safeguards used by Azteca for its own data.

4.9. **Compliance with All Laws.** In providing the Online Services, Azteca shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

## 5. MISCELLANEOUS

5.1. **Data Confidentiality Statement.** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing the Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements, and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

Notwithstanding the foregoing, Azteca shall: (a) keep and maintain Customer Content in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Content solely and exclusively for the purpose of providing the Online Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to Customer Content only to those employees of Azteca who are directly involved with and responsible for providing the Online Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Content for Azteca's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent. Azteca may not utilize aggregated data derived from Customer Content unless it has been made "anonymous" using of technology that irreversibly alters data in such a way that the data subject can no longer be identified directly or indirectly, either by the data controller alone or in collaboration with any other party, and such data is thereby rendered "anonymized data", as generally described in ISO 25237:2017, Sections 3.2 and 3.3.

5.2. **No Implied Waivers.** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

5.3. Azteca Systems will use commercially reasonable efforts to ensure that Azteca Systems Products and Offerings will not transmit any Malicious Code to Licensee. Azteca Systems is not responsible for Malicious Code that Licensee introduces to Azteca Systems Products or Offerings or that is introduced through Third-Party Content. Malicious Code means software viruses; worms, time bombs, Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**ADDENDUM #3****THIRD-PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee engages any third party or contractor (Third Party) and desires to grant access to use the Licensed Software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by Third Party is solely for Licensee's benefit;
2. Third Party (or, if applicable, its employee) shall be considered the Authorized User for purposes of the applicable license type, and all use shall be in accordance with the terms and conditions of the Cityworks Software License and Maintenance Agreement with Licensee;
3. Before accessing the Licensed Products, Third Party agrees that (i) the software shall be used solely in accordance with the terms of this Agreement, and (ii) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be responsible for all use by Third Party with respect to the use of the Licensed Products;
5. Upon expiration or termination of this Agreement, the rights of usage of Third Party shall immediately terminated;
6. Use of the Products by Third Party will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by Third Party; and
7. Licensee will ensure that Third-Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee.

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third Party, by their signature below, acknowledges that it has a copy of the License Agreement and agrees to the terms herein. Licensee shall provide a signed copy of this Addendum to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com).

**Licensee:** City of Brea, California

**Third Party (Print):** \_\_\_\_\_

**By:** \_\_\_\_\_  
Third Party/Contractor Authorized Signature

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

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

Address	
City, State, Zip	
Contact Name	
Phone Number	
Email	

Third Party Information

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 19th day of November, 2013, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Azteca Systems, Inc. (hereinafter referred to as "CONSULTANT").

### A. Recitals

(i) CITY has heretofore requested a proposal pertaining to the performance of professional services with respect to Supplying, Implementing, Updating & Supporting CityWorks AMS Software Program for City of Brea Public Works Department ("Tasks" hereafter), a full, true and correct copy of which is attached hereto as Exhibits "A, B, C & D" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal to complete said Tasks, a full, true and correct copy of which proposal is attached hereto as Exhibit "A, B, C & D" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff to complete said Tasks.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

### B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: The provision of professional consulting advice and assistance as described in Exhibit "A, B, C & D" ~~hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and, as directed, attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to said services.~~

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the assigned Tasks as described in Exhibit A, B, C & D. The Consultant will provide services on an "as-needed" basis for projects to be determined during the term of the contract. The contract will be for a one-year term with provisions for two one year extensions with the total term not exceeding three years.

(c) Completion of Tasks: The date of completion of all assigned Tasks as described in Exhibit A. ~~including any and all procedures, plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings.~~

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete assigned Tasks in accordance with Exhibits "A, B, C & D" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents, ~~including all supplemental technical documents (hereinafter collectively referred to as "documents")~~, as described in Exhibits "A" to CITY within the time specified by CITY's written notice to proceed with any assigned Tasks. ~~Copies of documents shall be in such~~

~~numbers as are required in CITY. CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth in said written notice to proceed may be extended upon written approval of CITY.~~

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT pursuant to the provisions of Exhibit "A" Services required hereunder. Said sum(s) shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT, except as may otherwise be set forth in Exhibit "A". Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, upon completion of each task, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by CITY. In no

event shall CONSULTANT, or any person claiming by or through CONSULTANT, be paid an aggregate amount not to exceed Ninety Thousand, Four Hundred and Ten (\$90,410).

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

~~(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete assigned Tasks.~~

~~————— (c) Such information as is generally available from CITY files applicable to assigned Tasks.~~

~~————— (d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.~~

~~————— 5. Ownership of Documents: All documents prepared by CONSULTANT pursuant to this Agreement shall be considered the property of CITY and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to CITY by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.~~

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least thirty (30) days prior to the date of termination specified in said Notice. CONSULTANT shall not be compensated for any work performed after receipt of the Notice of Termination. CONSULTANT shall provide to CITY any and all documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause, or in the event the outstanding invoices are not paid within sixty (60) days.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Charles View, Public Works Director  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821

CONSULTANT REPRESENTATIVE

George Mastakas, Vice President  
Azteca Systems, Inc.  
11075 S. State Street, Suite 24  
Sandy, UT 84070

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee seventy two (72) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period

covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of Section 3700 of the labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars and zero cents (\$2,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the

provisions of subsections (2) and (6) of Section c, below. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY's behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
  - (ii) \$2,000,000 (Two Million Dollars) for property damage;
  - (iii) The total of the limits specified in subsections (i) and (ii),
- above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

- (1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/ VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: ~~Other than in the performance of professional services and~~ to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold CITY, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, ~~whether actual, alleged or threatened~~, actual attorney's fees incurred by CITY, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify, defend and hold harmless CITY and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that

CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

To the maximum extent permitted by law, the City agrees to limit the Consultant's liability for the City's damages to the sum of \$2,000,000 (the amount of insurance required under paragraph 8 herein) This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to complete an assigned Task, together with all documents and supplemental material required hereunder, in form to the reasonable satisfaction of CITY, within the time set forth in the notice to proceed, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

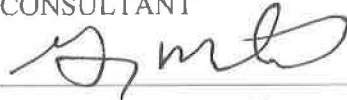
13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

 10-25-2013  
George Mastatas, Vice President

CITY

\_\_\_\_\_  
Mayor

ATTEST:

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

# EXHIBIT A

Azteca Systems, Inc  
11075 South State Street, Suite 21  
Sandy, UT 84070  
Corporate Main 801-523-2751  
Corporate Fax 801-523-3734

## Pricing Quotation

Quote Number 00000513 Created Date 10/31/2013

## Contact Info

Contact Name Warren Coleman Prepared By Joe Pilimai  
Company Name City of Brea CA Phone (805) 294-0560  
Phone (714) 990-7696 E-mail jpilimai@cityworks.com  
Email warrenc@cityofbrea.net

Product Code	Description	Quantity	Sales Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

## Support Period Notes and Amounts

Support Notes #1 Year Two (2) Annual Maintenance Support Amount \$11,000.00  
Support Notes #2 Year Three (3) Annual Maintenance Support Amount \$11,000.00

## Notes

Quote Notes #1 GIS asset management solution. Cityworks Server AMS named user log-in licenses. Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.  
#2 This quote includes pricing for software licensing only and does not include implementation costs

## AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial-off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "Standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

Specific requirements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

## EXHIBIT A

Azteca Systems, Inc.  
11075 South State Street, Suite 24  
Sandy, UT 84070  
Corporate Main 801-523-2751  
Corporate Fax 801-523-3734

This quotation information is proprietary and may not be copied or release other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, Inc.

To expedite your order, please reference the quotation number on your purchase order.

### Order Process

The order process is initiated when Azteca Systems receives an original Purchase Order or some form of advance payment. Several additional documents will be required including, Software License Agreement, Tax Exemption Certification and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

IMPORTANT! Collectively, these documents contain the authorization and information necessary to ship the proper version of the software and on the correct media. Please return them promptly to avoid unnecessary delays in shipping and incompatible media. Please return all documents by mail or express delivery, or as otherwise directed.

### Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense and subject to Azteca Systems commercial license terms and conditions. Azteca Systems software is subject to Azteca Systems Software License Agreement. A fully executed copy of the Software License Agreement is required before delivery and installation.

### Delivery

FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement and other documents, as required.

Standard delivery method is through Azteca's customer support web portal. Other delivery service is available for an additional fee (e.g., overnight delivery).

### Payment Terms

Net thirty (30) -days.

### Taxes

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for applicable sales and use taxes, as necessary. Azteca Systems reserves the right to collect sales and use tax assessed by states as required by law. Azteca Systems will add applicable state sales tax to the invoice unless proof with the order is shown that your organization is tax exempt or pays state tax directly.

## EXHIBIT A



For: Warren Coleman  
 Organization: City of Brea, CA  
 Purpose: Implementation of Azteca's Cityworks Server AMS (Jumpstart)

Quote#: Q8452  
 By: Mastakas  
 Date: 8/8/2013

Item	Description	Qty	Unit Price	Cost
	Azteca Systems Inc will provide the services for a jumpstart Implementation of Cityworks Server AMS for the City of Brea to create and manage service requests and work orders for the organization's Infrastructure assets. This effort will be comprised of the following:			
1	<b>Remote installation of Cityworks Desktop and Server AMS Software and Database:</b> A remote web-conference will be held to install the Cityworks Desktop and Server software and database in the organization's environment. In advance of this meeting, the organization will have prepared the hardware with the requisite 3rd party software as described on the hardware specifications page on mycityworks.com. The plan for formatting and processing the GIS layers for use in Cityworks will be reviewed, and a configuration guide that outlines the workflow data needed to configure Cityworks will be provided. <b>Note: Requires Esri 10.0 sp5 or 10.1 sp1.</b>	1.00	1,625.00	1,625.00
2	<b>On-Site Workflow Review Meeting (2 days):</b> An on-site kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 30 work order, 30 service request, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the MXD map document that will be used in conjunction with Cityworks.	2.00	1,875.00	3,750.00
3	<b>Initial Cityworks Database Configuration (6 days at Azteca's offices):</b> Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca's offices.	6.00	1,400.00	8,400.00
4	<b>On-site Installation and Review of Configured Database:</b> Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. (NOTE: This task to be combined with Task 5.)	1.00	1,875.00	1,875.00
5	<b>On-site Admin User Training (2 days):</b> Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u>	2.00	1,875.00	3,750.00
6	<b>On-site "train-the-trainer" Training (2 days):</b> Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u>	2.00	1,875.00	3,750.00
7	<b>Up to 10 ad-hoc remote hours:</b> Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.	10.00	185.00	1,850.00
<b>TOTAL:</b>				<b>25,000.00</b>

## Notes:

1. This firm-fixed price-quote is valid for 60 days.
2. Price-quote includes travel expenses where applicable.
3. The Client shall provide and have operational all 3rd party software required for this implementation.
4. The Client shall provide and have operational all hardware needed to support this implementation and shall match the specifications on MyCityworks.com.
5. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Client.
6. Tasks are invoiced upon completion. Payment of invoices is expected in full no later than 30 days past the date of the invoice.
7. Remote hours are invoiced at a minimum 1/2 hour and every 15 minutes thereafter. Payment of invoices is in full no later than 30 days past the date of the invoice.

Azteca Systems, Inc. 11075 South State St. #24 Sandy, UT 84070 -- tel: 801.523.2751 fax: 801.523.3734

## EXHIBIT B

Azteca Systems, Inc.  
11075 South State St.  
Suite 24  
Sandy, Utah 84070

# Cityworks<sup>®</sup>

Phone: (801) 523-2751  
FAX (801) 523-3734  
Email: info@cityworks.com  
http://www.cityworks.com

### CITYWORKS<sup>®</sup> SOFTWARE LICENSE AGREEMENT Contract No. C156913

This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between the City of Brea, California (Licensee) and **Azteca Systems Inc.** (Azteca Systems<sup>™</sup>), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070, and gives Licensee certain limited rights to use the proprietary software The Software Cityworks and Related Materials. All rights not specifically granted in this Agreement are reserved to Azteca Systems.

**1. Definitions:** As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

1.1 "The Software Cityworks" means the actual copy of all or any portion of the computer programs delivered as listed in paragraph 5.1 Licensed Software, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Azteca Systems.

1.2 "Related Materials" means all of the printed materials, user documentation, training documentation, and confidential activation code for The Software Cityworks supplied by Azteca Systems under this Agreement.

1.3 "Effective Date" shall mean the date on which Licensee receives the Software Cityworks and Related Material from Azteca Systems.

**2. Term:** This Agreement shall become effective on the Effective Date and shall be valid for as long as Licensee complies with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Azteca Systems may terminate this Agreement by 30 calendar days' prior written notice to Licensee if Licensee fails to comply with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Unless otherwise agreed in writing, Licensee shall have 60 days after receiving notice of such failed compliance from Azteca Systems to cure the default. If this Agreement is terminated either under Section 8 or Section 17 below, Licensee shall then return to Azteca Systems all of The Software Cityworks, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee and at Licensee's option either grant a perpetual license to the Licensee which will allow Licensee to retain the ability to access records and data contained in The Cityworks Software or will provide hard copies of all files needed by the

5/7/2013

Software License Agreement, Page 1 of 9

Licensee. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach occur.

**3. Reservation of Ownership and Grant of License:** Azteca Systems retains exclusive title and ownership of any copy of The Software Cityworks and Related Material licensed under this Agreement and grants to Licensee a personal, nonexclusive, nontransferable license to use The Software Cityworks and Related Materials pursuant to the terms and conditions of this Agreement. From the Effective Date, Licensee agrees to use reasonable effort to protect The Software Cityworks and Related Materials from unauthorized use, reproduction, distribution, or publication.

**4. Copyright:** The Software Cityworks and Related Material are owned by Azteca Systems and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export The Software Cityworks into a country which does not have copyright laws that will protect Azteca System's proprietary rights.

**5. Licensing and/or Royalty Fees:** In consideration of the License fees ("License Fees") paid under Purchase Order No. \_\_\_\_\_, dated \_\_\_\_\_ (see attachment B), Azteca Systems grants to Licensee a nonexclusive, nontransferable license to use the Licenses obtained under this Agreement as follows:

**5.1 Licensed Software:** Twenty (20) logins of Cityworks Server AMS as  
defined in Attachment A Initial \_\_\_\_\_

**Add-ons:** \_\_\_\_\_ Initial \_\_\_\_\_

**5.2 Permitted Uses:**

- Licensee may use the number of copies of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid on the computer system(s) and/or specific computer network(s) for Licensee's own internal use.
- Licensee may install the number of copies and modules of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid onto the permanent storage device(s) on the computer system(s) and/or specific computer network(s).
- Licensee may maintain one (1) copy of The Software Cityworks to a CD or DVD type medium for archival purposes during the term of this Agreement unless the right to make additional copies is granted to Licensee in writing by Azteca Systems. Regularly scheduled full system and partial system archival backups are allowable and specifically exempted from this provision.
- Licensee may use, copy, alter, modify, merge, reproduce, and create derivative works of the on-line documentation accessible on MyCityworks.com for Licensee's own internal use. The portions of the on-line documentation merged with other software, hard copy, and digital materials shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution

notice acknowledging Azteca Systems proprietary rights in the on-line documentation: "Portions of this document include intellectual property of Azteca Systems and are used herein by permission. Copyright © 2013 Azteca Systems Inc. All Rights Reserved."

### **5.3 Uses Not Permitted:**

- Licensee shall not sell, rent, lease, sub-license, lend, assign, time-share, transfer or export, in whole or in part to unlicensed third parties, or provide access to prior or present versions of The Software Cityworks, any updates, or Licensee's rights under this Agreement. Nothing in this Section shall prevent use of and access to The Software Cityworks by Licensee's employees, agents or others performing work for or on behalf of the Licensee.
- Licensee shall not reverse engineer, decompile, or disassemble The Software Cityworks, or make any attempt to unlock or bypass The Software Cityworks keycode, as applicable, subject to local law.
- Licensee shall not make additional copies of The Software Cityworks and Related Materials beyond that described in the Permitted Uses section above.
- Licensee shall not remove or obscure any Azteca Systems copyright or trademark notices.

**6. The Software Cityworks Update and Support:** Update and support services for The Software Cityworks is available if Licensee and Azteca Systems have executed a Cityworks Update and Support Agreement. Fees for any such support services shall be governed by the Cityworks Update and Support Agreement.

**7. Limited Warranty:** Limited Warranty: Azteca Systems warrants that it owns or has the full right and authority and all associated intellectual property rights necessary to grant Licensee rights and licenses set forth in this Agreement to The Software Cityworks and Related Materials. Azteca Systems warrants that The Software Cityworks, unaltered, will substantially conform to the Related Materials for a period of one (1) year from the Effective Date ("Warranty Period"). Azteca Systems warrants that the media upon which The Software Cityworks is provided will be free from defects in materials and workmanship under normal use and service during the Warranty Period.

AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE CITYWORKS. AZTECA SYSTEMS DOES NOT WARRANT THAT THE [OPERATIONS OF ITS RESPECTIVE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED AND/OR ERROR FREE.]

**8. Exclusive Remedy and Limitation of Liability:** Exclusive Remedy and Limitation of Liability: One (1) year from the Effective Date and during the Warranty Period, Azteca System's entire

liability and Licensee's exclusive remedy for breach of the warranties against defect(s) in materials and workmanship shall be to request Azteca Systems correct the defect(s) by whatever means reasonably available to Azteca Systems such as remedy the defect(s), or provide a suitable work around, or replace The Software Cityworks in accordance with the Cityworks Update and Support Agreement (if then in effect with Licensee). If Azteca Systems exhausts available remedies and is unable to remedy the defect(s) Licensee may by written notice of its election to Azteca Systems, terminate this Agreement for its convenience and have Azteca Systems return 100% of the License Fees paid upon the Licensee's return of The Software Cityworks to Azteca Systems. Azteca Systems shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of The Software Cityworks, unless such damage is caused by Azteca System's actual negligence.

IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO THE LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND RELATED MATERIALS, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY AZTECA SYSTEM'S ACTUAL NEGLIGENCE.

**9. Indemnity:** Indemnity: Azteca Systems, at its own expense, will hold harmless, defend and indemnify Licensee from all claims that The Software Cityworks or Related Materials furnished under this Agreement infringes a U.S. Copyright or other intellectual property rights of a third party, provided that Licensee gives Azteca Systems prompt written notice of such claims and permits Azteca Systems the sole right to control the defense of such claims and provides Azteca Systems all reasonable cooperation.

As to The Software Cityworks which are or in the opinion of Azteca Systems may become subject to a claim of infringement, Azteca Systems, at its option, will obtain the right for Licensee to continue using The Software Cityworks or replace or modify The Software Cityworks so as to make them non-infringing. If none of the alternatives is available on commercially reasonable terms, then Licensee agrees to, upon Azteca Systems' written request, terminate for convenience the Agreement upon the Licensee returning The Software Cityworks to Azteca Systems and Azteca Systems will refund to the Licensee 100% of the License Fees paid.

Azteca Systems will not indemnify or defend Licensee from any infringement claim resulting from Licensee's unauthorized modification or alteration of The Software Cityworks or Related Materials.

This section states Azteca System's entire obligation to Licensee and Licensee's sole and exclusive remedy for infringement.

**10. Additional Software Licenses:** Additional copies and modules of The Software Cityworks licenses may be ordered without signed amendments provided the following language is

5/7/2013

Software License Agreement, Page 4 of 9

incorporated in the signed Purchase Order: *"By accepting this order, both parties agree to amend the Master Software License Agreement Contract No. [insert Contract Number] between [insert Licensee name] and Azteca Systems, Inc., dated [insert Master Software License Agreement date], which is incorporated herein by reference, to include the above software licenses, which are hereby licensed under the same terms and conditions."*

**11. Export Regulations:** Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. The Software Cityworks are determined to be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Azteca Systems and the U.S. Office of Export Control.

**12. Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

**13. Severability:** If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of California.

**14. No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

**15. Order of Precedence:** Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

**16. Governing Law:** This Agreement, entered into in the County of Orange shall be construed and enforced in accordance with, and be governed by, the laws of the State of California without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue. ✓

**17. Termination for Convenience:** In the event that either funding from the Licensee or other sources is withdrawn, reduced, or limited, or the authority of the Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this

5/7/2013

Software License Agreement, Page 5 of 9

Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days written notice to the other party.

If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

Also, set forth elsewhere in this Agreement are specific provisions which allow the parties to terminate this Agreement for convenience (see Exclusive Remedy and Limitation of Liability provision).

**18. Mediation Clause:** Azteca Systems and Licensee will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute will be mediated by a mutually acceptable mediator to be chosen by Azteca Systems and the Licensee within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Azteca Systems and the Licensee will share the cost of the mediation equally. By mutual agreement, however, Azteca Systems and Licensee may postpone mediation until both parties have completed some specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in the County of Orange, California. Both Azteca Systems and Licensee consent to jurisdiction by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

**19. Entire Agreement:** This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

**20. Data Confidentiality Statement:** For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by

the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related Esri software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

City of Brea, California  
(Licensee)

Azteca Systems, Inc.  
(Azteca Systems)

By: \_\_\_\_\_  
Authorized Signature

By:   
Authorized Signature

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

Printed Name: George Mastakas

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

Title: Vice President


Date:

Date: 10-25-2013

Witness

Witness

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

By: 

*This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as valid and binding original signatures of the parties even if an original paper document bearing a party's original signature is not delivered. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.*

# Attachment A - Software Quote



Azteca Systems, Inc.  
11075 South State Street, Suite 24  
Sandy, UT 84070  
Corporate Mail 801-523-2751  
Corporate Fax 801-523-3734

## Pricing Quotation

Quote Number 00000513

Created Date 10/31/2013

## Contact Info

Contact Name Warren Coleman

Prepared By Joe Pilman

Company Name City of Brea CA

Phone (951) 294-0580

Phone (714) 990-7696

E-mail jpilman@cityworks.com

Email warrenc@cityofbrea.net

Product Code	Product	Quantity	Sales Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

## Support Period Notes and Amounts

Support Notes #1 Year Two (2) Annual Maintenance

Support Amount \$11,000.00

Support Notes #2 Year Three (3) Annual Maintenance

Support Amount \$11,000.00

## Notes

Quote Notes #1 GIS asset management solution. Cityworks Server AMS named user log-in licenses. Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.

#2 This quote includes pricing for software licensing only and does not include implementation costs.

## AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS used in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

Spillable requirements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

**Attachment B – Purchase Order**

## EXHIBIT C

Azteca Systems, Inc.  
11075 South State St.,  
Suite 24  
Sandy, Utah 84070

# Cityworks®

Phone: (801) 523-2751  
FAX (801) 523-3734  
Email: info@cityworks.com  
http://www.cityworks.com

### CITYWORKS® UPDATE & SUPPORT AGREEMENT Contract No. C156913

This agreement (Agreement) is between the City of Brea, California (hereafter the User), as specified in paragraph 9.1, and **Azteca Systems Inc.** (hereafter Azteca Systems™), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070. Azteca Systems and the User have entered into a license agreement with respect to use of The Cityworks Software (the "Cityworks Software License Agreement"); and User also desires to secure software Cityworks update and support services from Azteca Systems with respect to such Software as more specifically enumerated in this Agreement.

#### THE PARTIES AGREE AS FOLLOWS:

##### 1. DEFINITIONS

1.1 "Covered Software" shall mean the particular Software, scripts, interfaces and custom code identified in paragraph 9.2.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 9.3. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which User receives the Software Cityworks software from Azteca Systems in accordance with the Cityworks Software License Agreement, Contract No. C156913, between User and Azteca Systems dated 10-25-2013

1.4 "Licensed Software" shall mean the particular Software identified in paragraph 9.2 item (d) Description of Covered Software.

1.5 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.6 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the User. Any Program Modifications delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.7 "Product Updates" are Program Fixes, Program Upgrades and Program Modifications.

1.8 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.9 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.10 "Update & Support Period" shall mean the initial Update and Support period commencing upon the Effective Date of this Agreement, as set forth in section 9.2, and any subsequent twelve-month period.

1.11 "Update & Support Agreement" or "Agreement" shall mean this Update & Support Agreement between Azteca Systems and User identified in paragraph 9.1, the terms and conditions of which are hereby incorporated by reference.

## **2. SUPPORT**

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will make all reasonable efforts to provide upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major Esri® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 10.1 to rev 10.2). Azteca Systems

will not ensure upward compatibility for Custom Applications when there are major Esri ArcGIS and Cityworks supported databases revisions (for example, from rev 10.x to rev 11.x).

2.2 Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4 and 7.3), during the term of this Agreement:

- (a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided User provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of User staff's ability the apparent error in the system and the manner in which the Covered Software is not functioning properly (as provided in Section 8); and
- (b) Deliver to User any Program Upgrades relating to the Covered Software made available to others.
- (c) Provide Telephone User Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 7).
- (d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc) to the User's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

- (a) interpretation of program results;
- (b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;
- (c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) data debugging and/or correcting;
- (e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

- (f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 9.3.

### **3. CHARGES**

3.1 For services hereunder, User shall pay Azteca Systems an annual fee. The annual fee for the initial Update & Support Period is set forth in paragraph 9.2, and shall be paid prior to the start of the initial Update & Support Period. The annual fee for successive Update & Support Periods (twelve-month periods commencing upon the anniversary of the initial Update & Support Period) shall become due prior to the end of the preceding paid-up Update & Support Period.

3.2 Upon 90 days written notice, the fee for Update and Support Periods listed in paragraph 9.2 subsequent to the third Update and Support Period may be adjusted by Azteca to reflect increases in costs of providing the services described herein and/or to reflect increases in the population, users, size, usage, and other factors of User; provided, however, that (a) if the above factors remain constant the increase in the pricing shall not exceed the Consumer Price Index and (b) if any such proposed cost increase is in User's opinion excessive, User shall be entitled to terminate this Agreement prior to the start of the applicable Update & Support Period and shall not be liable for any further payment under this Agreement. Azteca will notify User of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3 In addition to charges due under this Agreement, User shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Update & Support Agreement.

3.4 In the event User and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the User will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. Azteca Systems shall provide an estimate and get the prior approval of User before incurring any costs for which it shall seek reimbursement from User under this Section. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to User. User reserves the right to require an audit of any such cost related records of Azteca to the extent reimbursement has been made by User under the terms of this Section.

### **4. LIMITED WARRANTY**

4.1 Azteca Systems will provide support services for the Cityworks Software, Enhancements to Cityworks Software and Custom Applications created by Azteca

Systems identified as Covered Software in paragraph 9.3. The support services are provided as part of the Azteca Systems Update and Support services and will be in force for the duration of this Agreement. Update & Support Periods beyond the initial Update & Support Period are renewable unless terminated as provided in Section 6 below. The Update and Support Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support via pager as set forth in Section 2 above. The User will provide Azteca Systems in writing the names of the User individuals who are authorized to contact Azteca Systems and request support services.

4.2 Azteca Systems warrants that trained personnel employed or contracted by Azteca Systems will perform the services performed hereunder in conformance with best industry standards.

4.3 With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

## **5. LIMITATION OF LIABILITY**

5.1 The liability for Azteca Systems for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca Systems for the current Update and Support Period pursuant to Section 3 hereof. In no event shall Azteca Systems be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits) arising out of or related to the support and services provided hereunder by Azteca Systems, even though Azteca Systems may have been advised, know or should have known of the possibility of such damages, unless such damage is caused directly by Azteca System's actual negligence.

## **6. TERM AND TERMINATION**

6.1 The effective date of this Agreement, as set forth in section 9.2, shall continue until terminated.

6.2 This Agreement shall be terminated upon termination of the Cityworks Software License Agreement and, after the initial Update & Support Period, may be terminated by either party upon 30 days' written notice prior to the end of the then current Update & Support Period. If termination occurs during a successive Update & Support Period for which the User has paid the renewal fee in full, Azteca Systems shall return a prorated portion of the renewal fee for that period to the User.

## **7. PROCEDURES FOR ACCESSING SUPPORT**

7.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) User's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

7.2 Prior to calling Azteca Systems for support services, the User will first attempt to isolate any problems that occur with the System. The User will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component the User will first try and resolve the problem without Azteca Systems' involvement. If the User cannot resolve the problem or isolate the problem, the User will call Azteca Systems directly.

7.3 For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the User, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized User representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the User location. Azteca Systems project management will confer with the User's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The User will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems the User will submit support requests during normal business hours.

7.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the User will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

## **8. MISCELLANEOUS**

8.1 Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Agreement (other than

the reimbursement of fees as set forth in paragraph 5.1) during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the User pursuant to the relevant schedule.]

8.2 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of California.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend this Agreement.

8.4 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca Systems.

8.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

8.6 This Agreement becomes effective only upon execution by both parties. One fully executed copy of this Agreement shall be delivered by User to Azteca Systems at its office in Sandy, Utah 84070.

8.7 Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems: Azteca Systems, Inc.  
11075 South State St.  
Suite 24  
Sandy, UT 84070

User: The address set forth in paragraph 9.1.

## 9. IDENTIFICATION AND AMOUNTS

9.1 (a) User Name: City of Brea, California

(b) User Contact: Charles View

Number and Street: 1 Civic Center Circle

City/Province/Zip/Country: Brea, California 92821 USA

Phone: (714) 990-7698 Email: CharlieV@ci.brea.ca.us

9.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date: 01/01/2014  
(Software delivery date)

Initial 

(b) First Update & Support period and fee:

From: 01/01/2014 To: 06/30/2015

Initial 

Fee: \$65,410.00

(c) Renewal Date: Successive twelve-month periods from the Renewal Date specified below, subject to termination as provided in paragraph 6.2.

Renewal Date: 07/01/2015

Initial 

Fee: \$11,000.00

Initial 

(d) Description of Covered Software:

Twenty (20) logins of Cityworks Server AMS as defined in Attachment A

Initial 

**10. DATA CONFIDENTIALITY STATEMENT:**

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related Esri software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

City of Brea, California  
(User)

By: \_\_\_\_\_  
Authorized Signature

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

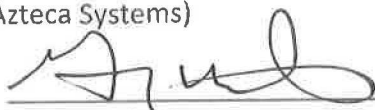
Title: \_\_\_\_\_

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

Witness

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

Azteca Systems, Inc.  
(Azteca Systems)

By:  \_\_\_\_\_  
Authorized Signature

Printed Name: George Mastakas

Title: Vice President

Date: 10-25-2013

Witness

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

*This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as valid and binding original signatures of the parties even if an original paper document bearing a party's original signature is not delivered. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.*

## Attachment A - Software Quote

Azteca Systems, Inc.  
11075 South State Street, Suite 24  
Sandy, UT 84070  
Corporate Main 801-523-2751  
Corporate Fax 801-523-3734

### Pricing Quotation

Quote Number 00000613 Created Date 10/31/2013

### Contact Info

Contact Name	Warren Coleman	Prepared By	Joe Pilimai
Company Name	City of Brea CA	Phone	(805) 294-0560
Phone	(714) 990-7696	E-mail	jpilimai@cityworks.com
Email	warrenc@cityofbrea.net		

Item	Description	Quantity	Unit Price	Total Price
CWS.AMS.0001	Server AMS 1st login	1.00	\$7,995.00	\$7,995.00
CWS.AMS.0025	Server AMS 2-5 logins	4.00	\$3,995.00	\$15,980.00
CWS.AMS.0610	Server AMS 6-10 logins	5.00	\$3,495.00	\$17,475.00
CWS.AMS.1120	Server AMS 11-20 logins	8.00	\$2,995.00	\$23,960.00
		Total Price	\$65,410.00	
		Grand Total	\$65,410.00	

### Support Period Notes and Amounts

Support Notes #1	Year Two (2) Annual Maintenance	Support Amount	\$11,000.00
Support Notes #2	Year Three (3) Annual Maintenance	Support Amount	\$11,000.00

### Notes

**Quote Notes**

#1 GIS asset management solution, Cityworks Server AMS named user log-in licenses, Includes initial software license, media, update & support, effective from the execution of Cityworks License Agreement.

#2 This quote includes pricing for software licensing only and does not include implementation costs

### AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2012

All quotations are valid for ninety-days (90) unless otherwise stated on the quotation form above. These prices and terms are valid only for items purchased for use and delivery within the United States.

All pricing for services are a firm fixed price and include travel costs. Tasks invoiced upon completion.

Cityworks is commercial-off-the-shelf software that can be tailored to the workflow of an organization.

Cityworks Desktop, Cityworks Anywhere and Cityworks Server are designed as an "extension" to various ESRI GIS software and are available in "Standalone" configuration. Cityworks does not include ArcGIS, ArcMap, ArcView, ArcEditor, ArcInfo, ArcIMS, ArcGIS Engine, ArcGIS Server, ArcSDE or other ESRI products. ESRI licenses will be from the customer's existing stock. If additional licenses are required, the customer will purchase these directly from ESRI.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently Cityworks supports Oracle and SQL Server.

Specific arrangements for on-site Cityworks training are the responsibility of the Customer.

All hardware, software, and networking equipment used in conjunction with Cityworks are the responsibility of the Customer to purchase and maintain.

The networking of client machines to the Cityworks database and GIS file servers are the responsibility of the Customer.

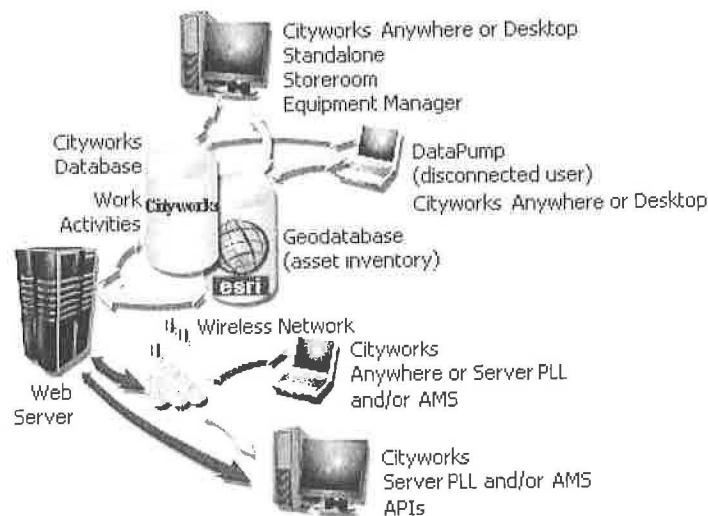
# Specifications



## 1. General Software Capabilities

Cityworks Server AMS provides powerful tools for asset management, customer care, and work management, while Cityworks Server PLL provides tools for tracking permits, licenses, planning applications, business and regulatory, engineering approvals, as well as code enforcement cases from beginning to completion. Both Server AMS and Server PLL utilize the same database, geodatabase, and interface, and can be used together or independently.

Cityworks is unique: it is designed to utilize the GIS database (geodatabase) as the asset inventory. Though other approaches may interface with a GIS—generally for map visualization—Cityworks truly utilizes the geodatabase as the asset inventory.



*Cityworks GIS-Centric*

Cityworks does not contain separate asset tables that have to be integrated, synchronized, or linked to the GIS. The Cityworks approach is cleaner, more powerful, and inherently simpler. The GIS offers a robust and accurate representation of assets the way you want them—modeled as they are in the real world. Data models are user definable and non-proprietary, making this information usable with other applications. No interface, integration, or synchronization is required as there is only one common asset database.

### Administration

Cityworks includes a powerful, yet easy-to-use administration tool to manage your work environment. Cityworks Designer is used to manage employees, materials, equipment, and work order and service request templates. As well, users can manage security, login

access, and general preferences. Designer was incorporated into the core Cityworks package to allow users the ability to control and manage their specific situation.

From defining work domains to administering warehouse criteria, parameters are user-defined. Work flow is easily managed using a series of templates. Starting with defining domains, the Cityworks Database Administrator (DBA) will set up security for each domain. From there, domain groups can be organized and employees added.

For example, a municipal public works agency may define several domains for water and wastewater, electric, streets, stormwater, signs, and signals. They may also add a domain for parks and recreation to manage ball fields, benches, picnic grounds, and related infrastructure.

Employees are added using the employee template or the import data function. Similarly, contractors, materials, equipment and other elements are input into the system. Tasks can be used to define specific and procedural steps for completing work.

Designer is used to define service request problem code templates. In addition, asset inventory configuration defines the geodatabase assets and fields Cityworks utilizes when attaching work orders to assets. Service request forms can also be scripted to guide call takers through a series of questions to help identify the nature of a situation and gather appropriate information.

Designer is used to define work order templates and their associated data including default fields, assignments, instructions, estimated resources, tasks, and association with asset types. Security is also defined within the templates.

#### Work Order Template

The Work Order Template is used to define work orders for specific assets. For example, a Pressurized Water Main asset has several pre-defined work order options; Flush Main, Inspect Main, Install Main, etc. These describe general work activities done to maintain water mains. Activities are user definable and can easily be cloned to other assets. As users select mapped assets to create a work order, Cityworks recognizes the asset type and presents the user with the work order templates defined for those assets.

#### System Security

Cityworks contains the ability to customize work orders specific to the needs of each group or division. This includes being able to create work orders for any geodatabase asset, security per division and asset, support of user-defined fields and user-defined inspections, and customizable printouts of work order and service request information.

Cityworks security is centrally managed through a set of user and group permissions. Access is managed through Cityworks Designer, the system administration program. Through Designer, administrators can set users, groups, and their permissions through a simple interface.

The system security is supported by an increasingly finer grained level of security, starting with application login; filtering by domain, group, and user security; UI security

at the presentation level via site, page, and UI business logic; and additional supporting security such as transaction audits. A wide variety of fine grained security controls exist; in general these include create, edit, and close of work activities. Security also includes rule models specifically for access to any labor rates or costing, reporting, and system administration. External threats such as SQL injection, code injection, and web service security are handled through a variety of provisions such as all database transactions occur through stored procedures, all data entered into forms is stored as a text block to prevent XSS scripting, and security certificate utilization.

Additional configuration for Cityworks Server AMS and Cityworks Server PLL is performed within the web page to define administrative logins, end user logins, and security roles. These are particular to the web page in order to determine what pages /tabs within the Cityworks Server site each user can view.

### **Service / Work Requests / Call Center (Customer Service)**

#### Service Requests

Meeting customer demands is an integral part of asset and maintenance management. Capturing customer issues and needs is as much a part of a maintenance system as doing actual work. Customers are often the first to recognize problems. Agencies have long recognized the need to listen to, and accurately identify problems and achieve often immediate resolution. Cityworks is designed to help organizations care for their customers using built-in, easy-to-use software.

Service requests include the following functionality:

- Capture caller information
- Previous caller information lookup
- Record labor costs
- Multiple callers on a request
- Combine requests into a single request
- Automatic notification of another request in the area
- Spatial display of requests on the map
- User defined problem codes
- Question & Answer scripting configured to problem type
- Email to customer or internal notification
- Customizable printout per problem type
- Search, retrieve, and reports

Cityworks maintains a dynamic link between the service request and the work order. As work is completed, the service request is automatically updated and both the work order and the service request can be closed simultaneously.

In some cases, many requests for service are related to an owned asset, requiring attention and additional resources to affect a remedy. The inspector is easily able to initiate a work order based on field observations, and he or she can include comments or specific instructions to advise work crews. In addition, the service request may be the result of an improvement, another project currently underway in the same area, or a related call. In

these situations, a user can easily link the new service request to an existing service request, work order, or project.

Service requests contain the ability to automatically email information to internal personnel or back to a customer upon creation or closure. Other features include the ability to track labor costs, date and time stamps, and custom fields. Service requests can be dynamically displayed and symbolized in the GIS map view.

**Cityworks Server AMS - Service Request**

Call Time: 5/12/2011 1:41 PM  
 Caller Type: Resident  
 Account: 73526  
 First Name: DORIS  
 Last Name: GESTERLING  
 Address 1: 1172 N WILLOWOOD AVE  
 City: THOMASVILLE  
 Zip Code: 84070  
 Day Phone: (801) 671-7817  
 Call Phone:  
 Work:  
 Onsite: ☐  
 Callback: ☐  
 Owner: ☐  
 Problem Details:  
 Call Information:  
 Other Calls (Within 1 mile):  

Call Time	First Name	Last Name	Home Phone	Work Phone
5/12/2011 1:41 PM	DORIS	GESTERLING	(801) 671-7817	

 Search: Enter call data and press "Search" to look for existing customers.

### Work Orders

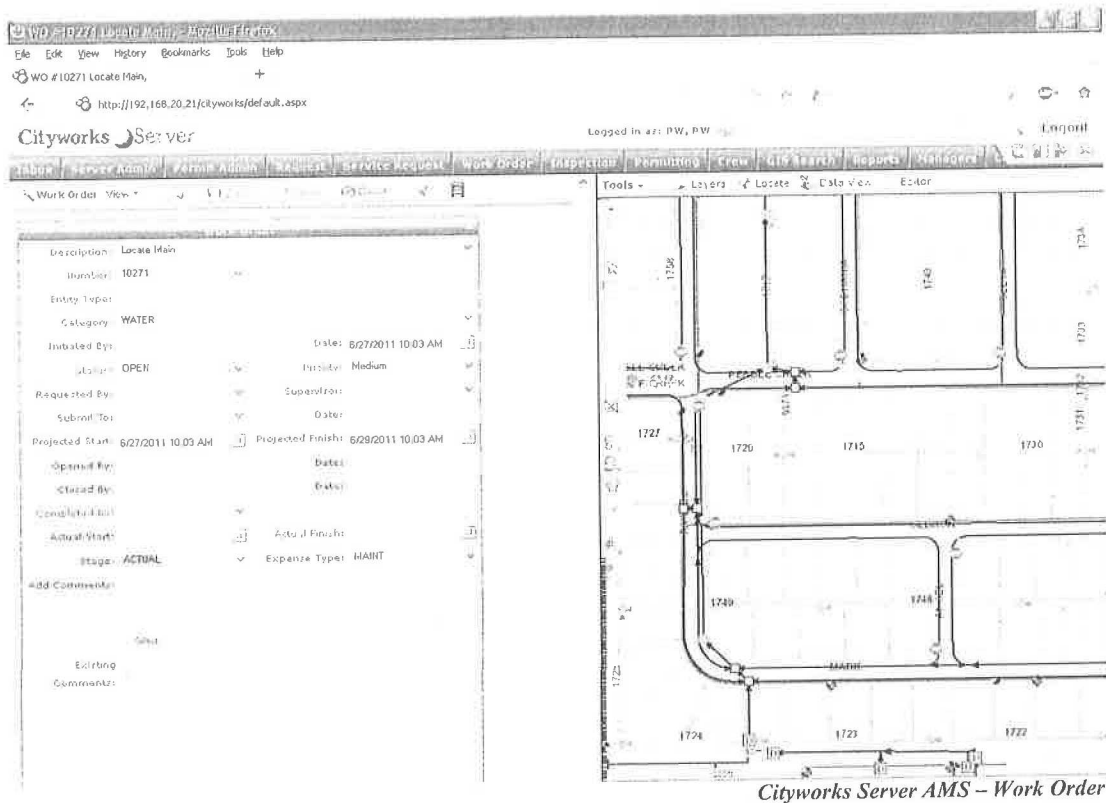
Work orders are the primary tool for maintenance management. Cityworks provides a means to issue and track work orders, activities, tasks, costs, employees, and other information relating to work performed on assets.

Asset management involves two fundamental practices – reactive and scheduled maintenance. Reactive maintenance occurs when someone interacts with or recognizes a problem with an asset or with an infrastructure system. For example, a citizen may call the local government agency to report a pothole or damaged street sign. The work done to inspect and resolve the issue is known as reactive maintenance. Most reactive issues begin with a service request.

Scheduled maintenance is often referred to as preventative maintenance and is typically associated with regularly scheduled procedures to ensure the performance of an asset

either individually or as a part of a larger system. For example, a wastewater utility may schedule periodic inspections of pipes to insure they meet specific criteria.

Cityworks handles both scheduled and reactive maintenance. Scheduled maintenance can be driven by general preventative maintenance activities and/or recurring work schedules (weekly, monthly, etc.). Similarly, reactive work orders can be set up to accommodate unscheduled activities. Both reactive and scheduled work orders can be pre-defined using user-defined work order templates.



Work order functionality includes the ability to perform the following activities:

- Create, edit, assign, dispatch, prioritize, close
- Task procedures with resource utilization and asset association
- Track Equipment, Labor, and Material, and history
- Create work orders with multiple assets with multiple tasks
- Create multiple work orders associated to individual assets
- Estimate and compare cost
- Create preventative (scheduled) or reactive maintenance work orders
- Automatically schedule work orders dependent on time frame.
- Print and email
- Spatially display work orders on the map
- Search and report

Work orders can be either attached or unattached. Attached work orders are associated with a specific asset feature or collection of assets. Unattached work orders are not associated with an asset feature, but they are associated to a feature type and a general location, such as an address or intersection.

Cityworks provides a mechanism for detailed maintenance planning. By incorporating GIS visualization, the user can easily group assets by location, type, age, or other key parameters. These groupings can then be used to create maintenance activities such as tests or inspections.

#### Preventative Maintenance

Cityworks has the ability to schedule preventative maintenance work orders and have them automatically generate subsequent work orders as each is completed or per a firm cycle.

Preventative maintenance can be scheduled in advance for specific assets or groups of assets. These work orders can be set up to repeat following a given cycle (daily, monthly, etc), to repeat once, or to repeat only on a given date.

The screenshot shows a dialog box titled "Cyclical scheduling parameters". It contains the following fields and controls:

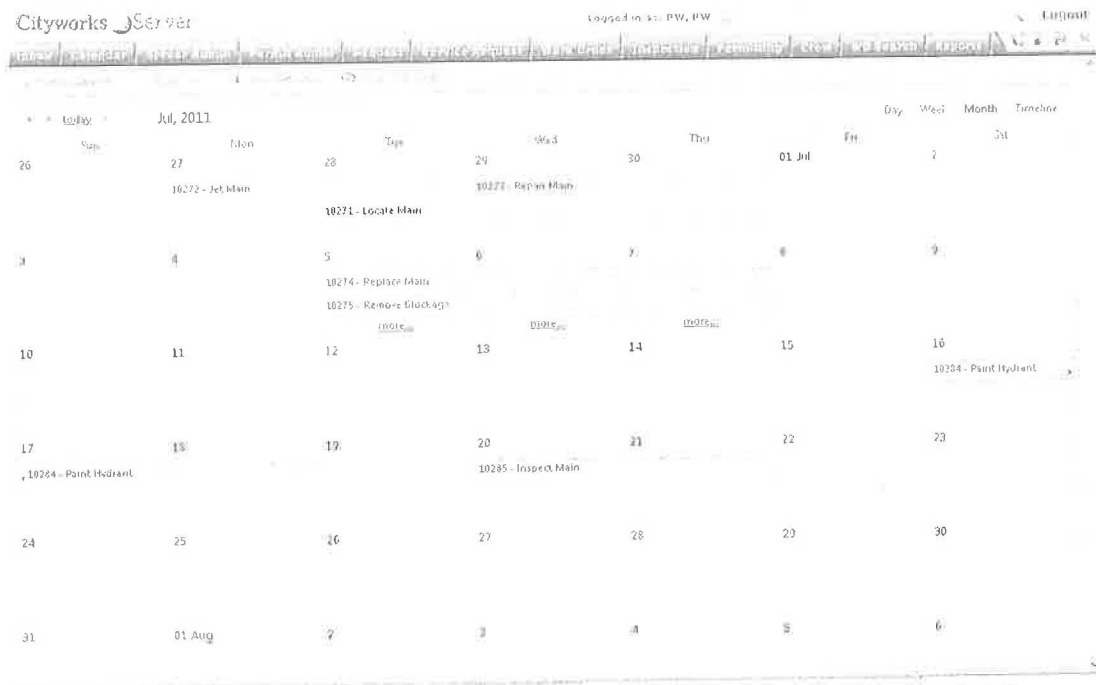
- Repeat:** A dropdown menu with "Every" selected.
- Interval:** A text field containing "6 Weeks" and a dropdown arrow.
- From:** A dropdown menu with "Actual Finish Date" selected.
- Actual Finish Date:** A text field containing "7/29/2009 5:15 PM" and a calendar icon.
- Date Printed:** A text field.
- Next Print Date:** A text field.

*Cyclical scheduling parameters*

Repeat work orders contain general information found on the original (parent) work order. Subsequent (child) work orders are automatically scheduled for printing and can be printed in batch mode, if desired.

Planning work can be accomplished using ad-hoc search, budget analysis tools, or spatial search and selection. Asset information is easily queried and retrieved. Work orders can then be planned and created for specific assets. For instance, a query can be performed on the specific condition of sewer gravity mains in a neighborhood. From the selected set, a work order can be generated, scheduled, and assigned.

Once scheduled, work orders can be displayed in a calendar interface. This function utilizes drag-and-drop capabilities for work scheduling.



*Cityworks Server AMS – Calendar scheduling*

In addition, scheduling can be performed using included Cityworks Standalone client-server software, whereby the user can schedule repeat activities based on manually entered milestones or measurements.

Alternatively, the optional Cityworks Metrics API can be used to automatically create work orders based on milestones, thresholds, and measurements. However, this application requires development of an interface between the third party software and Cityworks.

## 2. Asset Inspections

In Cityworks, an inspection is a record where additional information about a feature or related object is collected. Inspections record observations about the condition of the asset or the results of a test. Assets can have several inspections performed on them. For example, a sewer gravity main can have multiple TV inspections, dye tests, and smoke tests performed on the feature.

Cityworks Server Logged in as: PW, PW

---

**Inspection Viewer**

Types: 10364 (5 Records) ☐ Apply To All

Location: 488

District:  Street:

Map Page:  File No:

---

Status: Open  Resolution:

Priority: High

Initiated By:  Initiated Date: 3/31/2011 2:55 PM

Projected Start: 3/31/2011 2:55 PM  Projected Finish:

Actual Report:

Inspected Date: 3/31/2011 1:21 PM  Inspected By: ARRINGTON, GARTH

Closed By:  Date Closed:

Cancel Insp: ☐ Cancel Date:

Cancel Work: ☐

Cancelled By:

Request:  Close Request:

Work Order:

---

**Observation:**

Map Date:

Recommendation:

Cond. Rating: 0

Cond. Score: 22

Week Order:

Order No: 0.34

11/15/24 ☐ Edit Insp ☐ History ☐ Inspect

---

Observation	Result	Instruction	Explanation
1 Visible Defects			
2 Obstructions	NO		
3 Overall Condition	Good		
4 Is public safety a concern?			

Cityworks Server AMS – Inspection

Each inspection can be associated to a work order, or can be created independent of the work order. Cityworks allows the user to create their own templates with fields pertinent to their inspection processes. Inspections can be queried based on field values. Subsequent ad-hoc or summary reports can be created, or data can be exported to Excel. Inspection locations can be displayed spatially on the GIS map.

Cityworks is delivered with a variety of inspections that are specifically related to wastewater and have been developed through research and industry standards. The list of OOB inspections include:

- Annual Inspection of Above Ground Self Priming Lift Station
- Annual Inspection of Below Ground Suction Lift Station
- Annual Inspection of Wet/Dry Lift Stations
- Annual Inspection of Submersible Lift Station
- Monthly Inspection of Above Ground Self Priming Lift Station
- Monthly Inspection of Below Ground Suction Lift Station
- Monthly Inspection of Wet/Dry Lift Stations
- Monthly Inspection of Submersible Lift Station
- Weekly Inspection of Above Ground Self Priming Lift Station
- Weekly Inspection of Below Ground Suction Lift Station
- Weekly Inspection of Wet/Dry Lift Stations
- Weekly Inspection of Submersible Lift Station
- Grease Trap Inspections
- Force Main Low Point Manhole Inspection
- Sewer Cleanout Inspection
- Concrete Drop Manhole Inspection

- Force Main Air/Vacuum Release Valve Station Inspection
- Sewer Flow Metering Station Inspection
- Force Main & Sewer Connection Manhole Inspection
- Force Main Check Valve Station Inspection
- CCTV Inspections
- Smoke Test Inspections
- Dye Test Inspections
- Manhole Inspections

Each inspection comes with weighted criteria and scored results in order to develop ongoing condition scores for assets over the course of their lifecycle. These condition scores are then stored in the Cityworks database and can also be written to the GIS to be made available to other analytical programs.

#### **4. Mobile**

Operations can be performed in the field with a laptop connected to the system. For situations where real-time network connectivity is not applicable, users can implement included DataPump software. DataPump is a disconnected solution in which users download assignments when connected to a network, utilize the Cityworks software in its full GIS environment if desired, and update the production database when the computer is returned to a connected state.

Cityworks inspections, work orders, and service requests can be generated in the field using Cityworks Anywhere in disconnected mode or using Server AMS connected to the system. Other operations such as redlining or routing can be performed using third party applications integrated with ArcGIS.

#### **5. Project Tracking**

Cityworks supports a multi-level project manager in which the various proposed inspections, maintenance, CIP, and other activities are placed into any number of projects. Graphically, the project manager is designed to function similar to Windows Explorer: projects are represented by folders and can contain folders themselves.

The software supports a security model so that individual managers can alter their specific projects to meet their needs. Each project can be managed at the detail of individual activities as well as the project as a whole. This approach allows users to generate a variety of project reports. Projects “roll up” in the hierarchy, allowing a project that contains other projects to incorporate the sub-projects in all reports.

Cityworks Server Logged in as: PW, PW

Home Request Work Order Ad Search Info About Links Reports Managers Permit Admin Order Admin

New Project View Edit Print

Projects	Budget	Expensed	Residual
2007 CIP	\$1,000,000.00		\$1,000,000.00
Sever	\$500,000.00		\$500,000.00
7 PEAKS	\$750,000.00	\$10.00	\$749,990.00
Emergency		\$2,368.00	(\$2,368.00)
FEMA Projects		\$2,368.00	(\$2,368.00)
Earthquake		\$2,368.00	(\$2,368.00)
Ice Storm			
December_2006			
Parks		\$25,000.00	(\$25,000.00)
WINTERIZATION_2005		\$25,000.00	(\$25,000.00)
Special Events			
Fall Festival 2005			
Fall Festival 2006			
Special Projects		\$202.10	(\$202.10)
Graffiti			
Greenville Drive		\$202.10	(\$202.10)
Testing	\$25.00		\$25.00
Water	\$666,666.00	\$216.08	\$666,449.92

Cityworks Server AMS – Project Manager

## 6. Reporting

Cityworks contains ad-hoc search and report tools to query the work management data. Searches can be performed displaying future scheduled work, overdue work orders, assignments to specific people, across date ranges, and a wide variety of parameters. Nearly every field in Cityworks is searchable, allowing for comprehensive data reporting.

Designed from the ground up as an open system, the Cityworks work management database is available to users, with published data structures. This allows users to look for and extract information that can be used to support preventative maintenance planning, budget analysis, work load balancing, periodic summaries, and other business needs.

Search results can be set up to show a variety of displayed values. Combinations of fields can be used in a search, which can form the basis of an ad-hoc report. These fields include account number, address, asset, priority, status, contractor, billable, and many others.

In addition, search criteria can be saved as user or domain searches, or it can be used as the basis of an event layer display.

The Cityworks search engine includes the following activities:

- Search on multiple fields
- Search on comment text strings
- Save searches with access for domain, group, or self
- Combine work orders from selected records in the search results

- Sort the data by a column in ascending or descending order
- Group columns up to four levels
- Highlight assets on map from selections in the search results list
- Display search results work schedule in a calendar
- Print current page, print work order, print preview
- Export data

Cityworks Server Logged in as: PW, PW

[Home](#)
[Requests](#)
[Work Orders](#)
[Inspections](#)
[Permits & Cites](#)
[Search Permits](#)
[Inspections / Tasks](#)
[View Reports](#)
[Permit Admin](#)
[Grow Map](#)

[File](#)
[Edit](#)
[View](#)
[Tools](#)

**General** Entity: All Project: All

**General**

WO ID(s):  Domain:

Entity Group:  Category:

Entity Type:  Roots:

Description:  Entity ID(s):

Status: In Progress  Priority: High

Requested By:  Initiated By:

Submit To:  Supervisor:

Projected Start:  Projected Finish:

Opened By:  Closed By:

Completed By:  Resolution:

Actual Start:  Actual Finish:

Unattached?:  Past Due:

Stages:  Expense Type:

Has Request:  Has Inspection:

**Search Query**

Status: In Progress

Priority: High

**Visible Fields in Search Results**

☐ ID  
☐ Entity Type  
☐ Description  
☐ Status  
☐ Submit To  
☐ Project Start Date  
☐ Project Finish Date  
☐ Actual Start  
☐ Actual Finish  
☐ Shop  
☐ Map Page  
☐ Tie No  
☐ Address  
☐ Location  
☐ Entity Group  
☐ Category  
☐ Date Initiated  
☐ Date Initiated  
☐ Update Map  
☐ Legal Billable  
☐ Contractor Billable  
☐ Project  
☐ Account  
☐ Expense Type  
☐ Stage  
☐ Submit To Opened By  
☐ Requested By

Sort Field  ☐ Descending

Cityworks Server AMS – Work Order Search

Cityworks Server Logged in as: PW, PW Logout

[Home](#)
[Requests](#)
[Work Orders](#)
[GIS Search](#)
[Inspection](#)
[Cites](#)
[Reports](#)
[Managers](#)
[Permit Admin](#)
[Service Admin](#)
[SCADA](#)
[Contracts](#)
[Projects](#)
[Calendar](#)

[WO Search Criteria](#)
[Open Selected](#)
[Columns](#)
[Filter](#)
[Map](#)

Drag a column header here to group by that column:

WorkOrderID	Description	Priority	Status	Submit To	Proj Start Date	Proj Finish Date	Actual Start	Actual Finish	Initiated By	Date Initiated
1012	Repair Main	3	OPEN	BLACK, JACK T	9/23/2010 11:11 AM	9/25/2010 11:11 AM	9/23/2010 11:12 AM		PW, PW	9/23/2010 11:11 AM
1013	Inspect Hydrant	3	OPEN	BLACK, JACK T	1/27/2010 12:04 PM	1/27/2010 12:04 PM	1/27/2010 4:24 PM		BILLS, TERI	1/27/2010 12:04 PM
1014	Repair Main	1	OPEN	BLACK, JACK T	4/28/2009 4:17 PM	4/30/2009 4:17 PM	4/28/2009 4:24 PM		ADMIN, CITYWORKS	11/13/2008 1:50 PM
1015	Install Hydrant	3	OPEN	BLACK, JACK T	1/27/2010 10:50 AM	1/27/2010 10:50 AM			BILLS, TERI	1/27/2010 10:50 AM

Cityworks Server AMS – Work Order Search Results

Ad-hoc reports can be sorted and grouped by field and into multiple descriptive displays. For example, a report can group a set of work orders by description. These can be sub-grouped with additional variables; for example, supervisor and status.

Ad-hoc results can be exported to Microsoft Office products (Access, Excel, Word) or other products for further analysis or presentation.

A unique capability of Cityworks, search and reporting by geography can easily be performed using the fully integrated GIS interface. Search by feature, feature type, map page, tile numbers, or any other data element defined in the GIS. Reports can be associated to a specified geographic region or spatial data type. For example, a user may wish to understand labor costs associated to a specific region or within a specified boundary.

Cityworks is compatible with third-party ODBC compliant search and reporting tools such as Crystal Reports, and has the ability to access customized Crystal Reports from within Cityworks Server AMS. In addition, many Crystal reports have been shared by the Cityworks user community, and are available on [www.mycityworks.com](http://www.mycityworks.com).

### Predefined Reports

In addition to ad-hoc reports, Cityworks contains a number of predefined reports accessible through the Standalone application. These reports are as follows:

- Work order cost summary
- Materials
- Equipment
- Employee
- Graphs
- Geography Reports, which can be associated to a specified geographical region or spatial data type, indicating costing or other information.
- Budget report based on work order templates which include assets, estimated and actual costs, and resource utilization.

Cityworks Analytics add-on is a reporting package whereby users can create reports using any of the data stored in the Cityworks database. This can include KPI analysis, condition analysis, cost reports, and more. Analytics utilizes Microsoft Excel to produce reports.

## **7. External Interactions**

~~An Application Programming Interface (API) allows creation of service requests or permits from a public-facing portal, or work orders from third-party applications. These are licensed separately and typically require configuration services.~~

### Service Request API

~~This interface allows citizens to access an organization's website to enter request information online and push this information into the Cityworks database to create service requests. The API contains the building blocks for developing the service request site so the programming is consistent with the operating environment and Cityworks.~~

~~The Citizen Request Template is a sample Silverlight application that facilitates the submission of Cityworks Service Requests using the Request API (SOAP [Simple Object Access Protocol] web service). Licensed users of the Request API will have access to download the template and its source code to further customize. Organizations are free to deploy it on their corporate web site, or to use it as a guide to develop their own public~~

facing portal. The template and the source code are provided “as-is.” They do not carry maintenance or tech support

#### Metrics API

This interface supports work order creation based on “metrics” or equipment measurements and readings such as mileage, hours of operation, temperature, and gallons. Utilizing inherent Cityworks triggers, data values sent via the service can trigger both routine and emergency work orders.

The XML-based service, which supports requests generated in both .Net and Java environments, utilizes a business logic that analyzes data values for routine, threshold, or emergency work activities. The API application would be useful to any organization interested in increasing the ease and efficiency at which they collect external data to generate work orders on equipment and facilities.

#### Work Order API

This interface facilitates the creation of work orders from 3rd-party applications.

#### PLL Remote Access

This interface facilitates permit applications, fee collection, inspection requests, code enforcement complaints, and other customer interactions from an organization’s website

#### Document Management API

This interface facilitates the use of work orders with document management systems.

## **8. Employee Documentation**

Cityworks stores a variety of employee information within the Cityworks database. This information includes: employee name, ID, login, title, active code, all pay rates (regular, overtime, overhead, etc.), group permissions, attachments, email, organization, image, skill set and certification information, user defined fields, and more.

The employee information can be extracted and viewed using Crystal Reports or similar reporting software.

## **9. Routing**

Work orders created in Cityworks are represented on the ArcGIS map. These can give a visual representation that can be used by schedulers and field operations, as well as customer service management personnel.

In addition, third-party tools can be used to dynamically route work maintenance activities.

## 10. Customization and Modification

Cityworks has modifiable templates for work orders, service requests, and inspections, among others. Default coded values can be setup for many fields contained in the templates. Scripts can be setup for service requests. This is designed as a question/answer decision tree guiding the user through a set of predefined questions that can be asked of the customer per problem type.

Some Cityworks customization can be provided by Cityworks domain administrators (City employees) through COTS tools. This includes changing field labels, hiding fields, adding and removing valid field values for coded fields, and setting required field flags. In addition, custom fields may be defined by domain administrators. More advanced customization may require prior training.

Other functions that do not presently exist in Cityworks can be proposed through [www.mycityworks.com](http://www.mycityworks.com) Ideas.

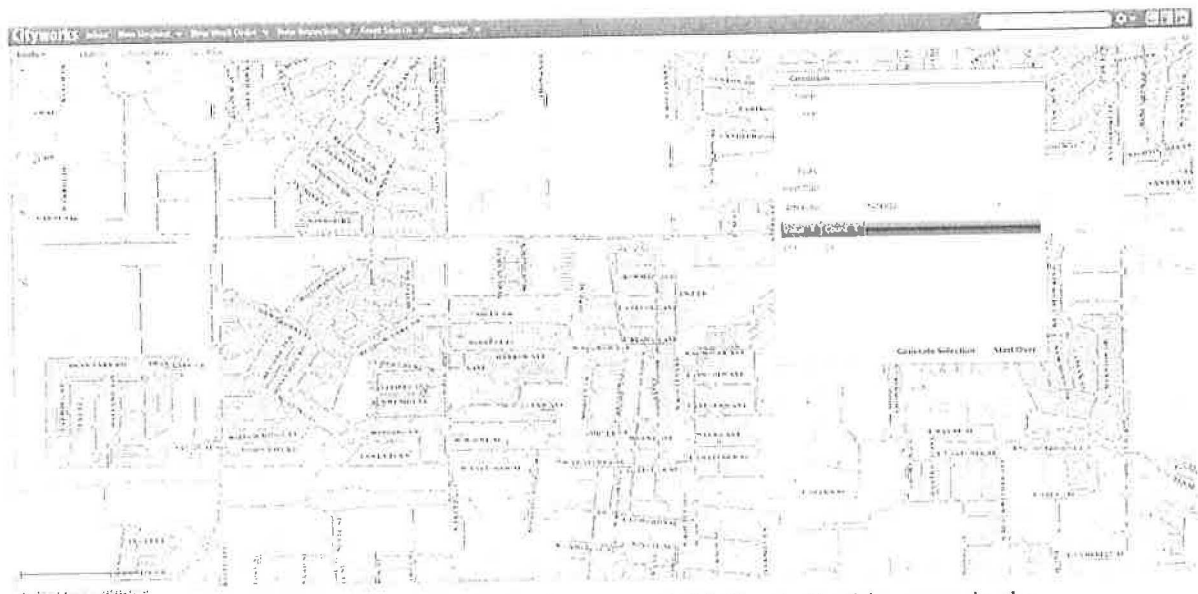
## 11. Advanced Asset Management

### Condition Scoring

There are three components currently available in Cityworks 2012.1 to provide asset management review of work management activities. In addition, reporting and other core functionality can be used in combination to fully flush out the asset management toolset of Cityworks.

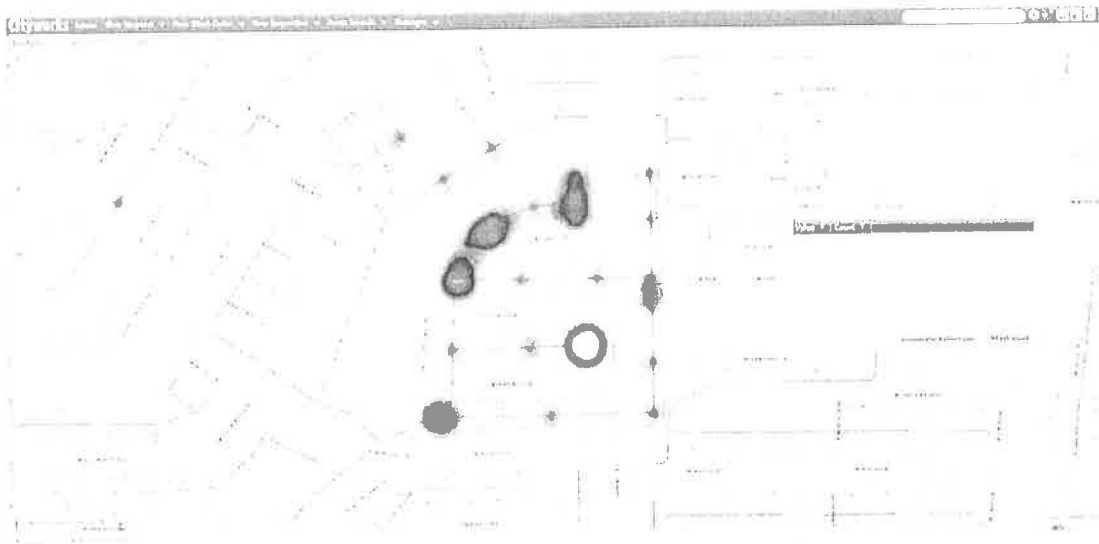
As mentioned in relation to the inspections, each custom inspection template has observations (criteria) with associated results. Each of the observations is assigned a weight and the corresponding results have a range of scores. As observations are populated with results a condition score is generated for an asset. This condition score is stored in the Cityworks database and has the option of being written in addition to an attribute field in the GIS. Providing this value to the GIS opens it up to be incorporated into other third party GIS-centric software applications.

The Condition Tool in the map interface provides a means of accessing and visualizing this information in a spatial view. This first image shows the results of running the Condition Score for all the sewer manholes in the area. When the Condition Tool is run, but the heat map is not initiated the center of each asset is color coded based off the corresponding condition score. Assets with a condition score between 0-33 are green, 33-66 are yellow and 66-100 are red. The graph on the pop up over the map is showing the distribution of the condition scores and the attribute field which can be selected from all available attribute fields for that feature class.



This image displays the same area with the heat map initialized. In this scenario the display is the density of condition scores between 0-100.

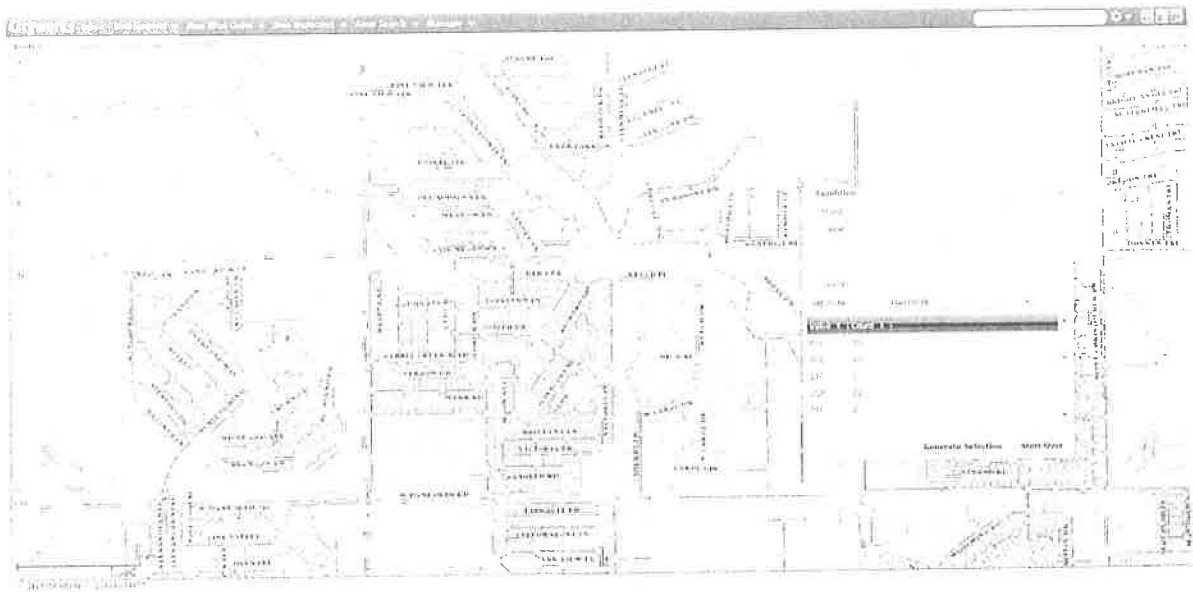
This following image is showing reduced selection set of those manholes with a condition score greater than 20. The resulting display shows are three manholes and they are all brick. From this point the manholes can be selected and scheduled for repairs.



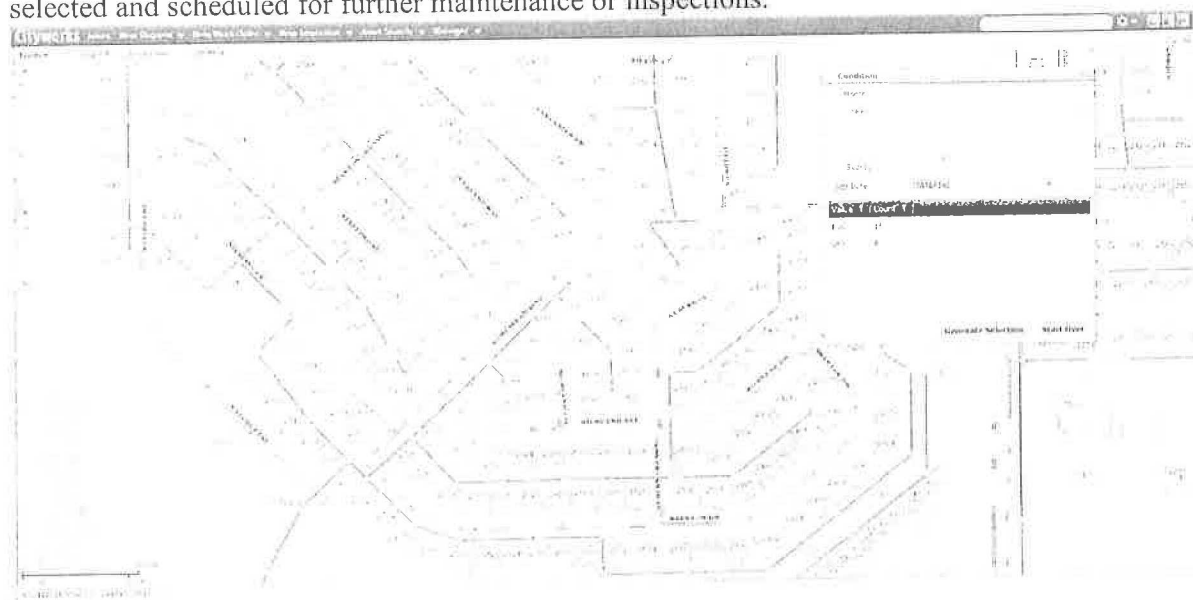
### Maintenance Score

In parallel with the condition score generated from inspections, there is also a maintenance score generated from work activity. This maintenance score is unique to organizations and is associated with the work activities. Some organizations consider this value to be a representation of the amount of effort associated with maintaining an asset over its lifecycle, a representation of the cost of maintaining an asset over its lifecycle (more costly types of work have a large associated maintenance score) or an indicator of future failure of infrastructure (types of repairs associated to breakdowns that are indicators of future failure receive a larger score; regular maintenance receives a lower score). This score is a particularly helpful indicator for contained infrastructure that is not easily inspected, i.e. pressurized water mains.

The image below shows the maintenance scores for the sewer gravity mains in this area with the additional detail of the material for the associated pipes.

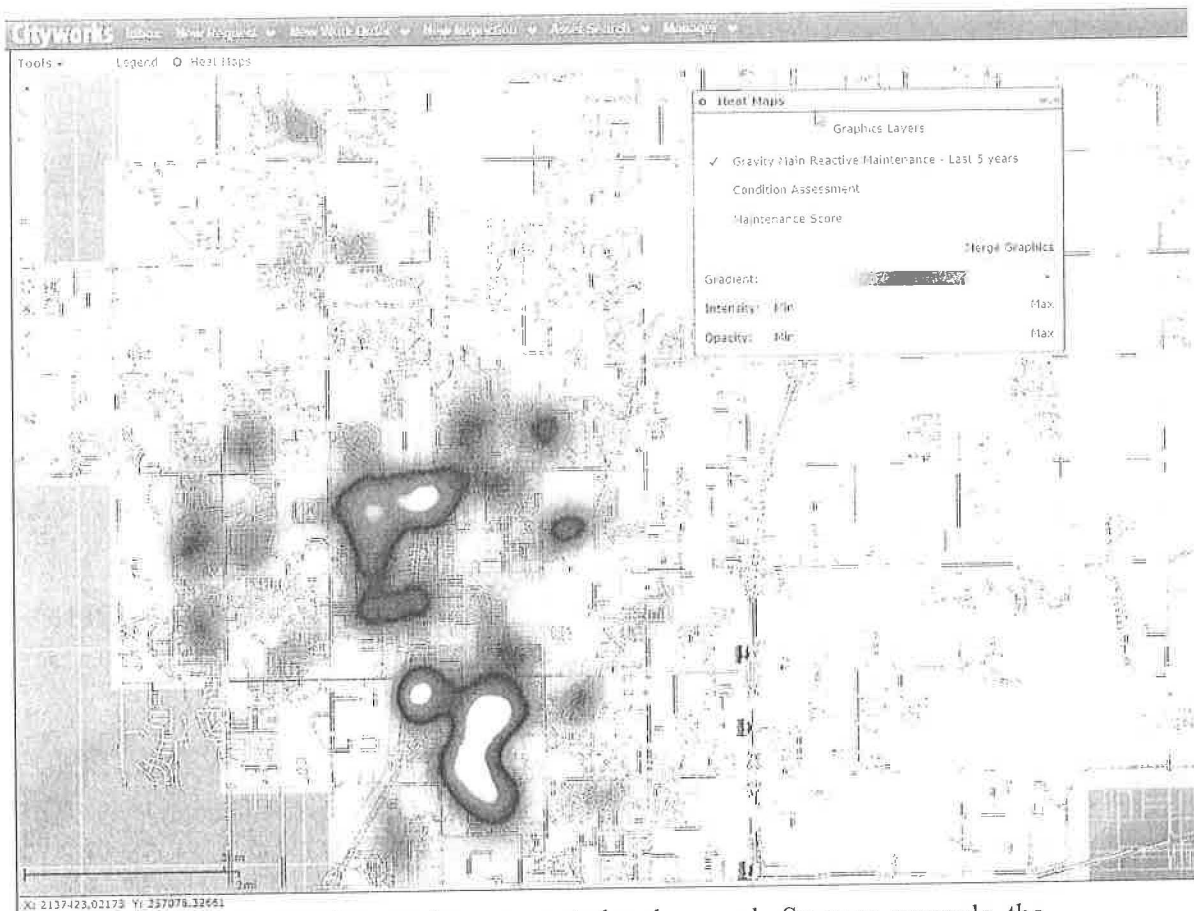


The image below shows the filtered selection of mains with a higher maintenance score in addition to their associated materials. From this point the gravity mains can be selected and scheduled for further maintenance or inspections.



### Heat Map Manager

The Heat Map Manager allows users to generate a density heat map based off of saved searches, event layers, selected asset searches, etc. In the image below the heat map is a representation of the reactive sewer main repairs in the last five years. This allows a user to quickly identify areas where there is a large density/clustering of activity. Through the GIS and further investigation they would also be able to investigate further and determine underlying issues that could be responsible for the clustering.



In addition, multiple searches can be represented and merged. So as an example, the same heat map above could be overlapped with another heat map of resident complaints related to the collection system. These heat maps could be combined and used to prioritize future repairs and preventive maintenance plan development.

### GIS Functions

The inventory of capital assets and infrastructure is maintained in the GIS geodatabase. By using the GIS tools available in Esri's ArcGIS, users have at their disposal complete and comprehensive asset data creation, editing, management, and analysis tools.

Some of these functions include the following:

- User definable assets (features)
- User definable attribute fields (feature attributes)
- Asset inventory directly linked to work management functions
- Assets managed within a visual hierarchy
- Assets directly linked to electronic documents
- Assets used in capital budgeting, planning, and rehabilitation

### 3. Inventory

Cityworks Storeroom is an add-on desktop application designed to track incoming and outgoing materials from multiple storage areas, including work vehicles, as well as manage stock, material cost, suppliers, and requisitions.

Storeroom operates in conjunction with work orders created in Cityworks. When materials are added to a work order, issue transactions are written to Storeroom to adjust the stock on hand. If materials are removed from the work order or the work order is cancelled, receive transactions are recorded in Storeroom to return unused materials. Materials can be issued to work orders through the Cityworks Server AMS or Desktop/Anywhere interfaces, or through the Storeroom interface.

Cityworks Storeroom Management System

Materials Tree Domain: WSD

Material ID: 11NCH Part Number:   
 Keyword:   
 Description: 1" rock   
 Details: 1" rock Image:   
 Primary Supplier: Vale   
 Manufacturer: ☒ Viewable in Server Min Qty: 1   
 Audit Interval: ANN   
 Unit Cost: 5.95   
 Unit of Measure: T   
 Cost Type: ☒ Weighted Avg. ☐ FIFO ☐ Current ☐ LIFO   
 Storerooms: 

Storeroom	Stock	Location
DT1	10	
ET1	0	
MAIN	60	
PT1	0	

  
 Total Stock: 70

*Cityworks Storeroom – Materials Window*

Storeroom functions include but are not limited to the following:

- Materials can be defined with a description, location, part number, supplier, manufacturer, stock quantity, unit cost, reorder quantity, user-defined fields, etc.
- Requisitions can be created for individual materials or from a search on the reorder quantity threshold.
- Transfers can be tracked for materials moved from storeroom to storeroom. For example, materials can be transferred from a main storeroom to another storeroom, main storeroom to vehicle storeroom, vehicle storeroom to vehicle storeroom, etc.

- Receive transactions track the materials coming into the storeroom from a supplier or from a work order return.
- Issue transactions track materials issued to an account, employee, or work order.
- Audit transactions record adjustments made to material quantities and costs. All materials tracked in Storeroom can be accounted for with an Audit.
- Supplier functions track key information about suppliers.
- Material cost types include LIFO, FIFO, Weighted Average, or Current.
- A secure environment allows the Storeroom stock to be managed by a Storeroom administrator. All materials transactions are recorded, whether entered from Storeroom or from a work order, to account for all materials and material costs.
- Reports functionality allows searching on any materials transactions.

*Cityworks Storeroom—Issue Window*

## 12. Third-Party Applications

To facilitate the sharing of data, optional Cityworks interfaces have been created to work in conjunction with third-party systems. These specialized Cityworks add-ons are licensed separately:

### CCTV Interface for PACP

This interface links directly to PACP (Pipeline Assessment and Certification Program) compliant closed-circuit television (CCTV) inspection systems. The interface is a

bidirectional-application-allowing-users-to-pass-data-between-the-Cityworks-database-to-a-PACP-database-and-back-again:

#### Pavement-Management-Interface

This-Interface-is-designed-for-organizations-that-use-MicroPAVER, the U.S. Army Construction-Engineering-Research-Laboratories (USACERL) program-for-pavement management. Cityworks-provides-the-work-management-system-and-access-to-the-geodatabase-for-PAVER-through-the-interface. This-interface-currently-supports-MicroPAVER 5.3.7, 6.1.2, and 6.5.1.

Alternatively, Cityworks-Strategic-Development-Partners-are software-companies-that-deliver-software-that-works-with-Cityworks, focusing-on-AVL, CCTV, Community Engagement, Construction-Design, Utility-Location, Pavement-Modeling, Water Modeling, Mobile-Computing, GIS-Design, and-others. Many-our-strategic-development-partners-belong-to-National-Association-of-GIS-Centrie-Solutions ([www.nages.org](http://www.nages.org))

Our-numerous-Cityworks-partners-have-built-with-us-a-number-of-exciting-integrations-and-products-for-a-large-number-of-elients, including:

Pavement-Management—MicroPAVER  
 CCTV—Flexidata, CUES, WinCan, Cobra-Technologies, I.T.pipes  
 Modeling—MWH-Soft, Riva-Online  
 Financial—HTE, JD-Edwards, PeopleSoft, Great-Plains, SAP, Harris, Oracle, Lawson,  
 Banner, Microsoft-Dynamics, Cogsdale, Munis, Peachtree, eGov  
 Mobile/field—iWater, Go! Syne,  
 311—CitySoureed, SeeClickFix, Motorola  
 Customer-Information-System-(CIS)—Harris, HTE  
 Utility-Locating—Dig-Smart  
 Document-Management—OnBase  
 Construction-Design—AreFM  
 Emergency-Operations—WebEOC  
 SCADA—Wonderware, Siemens  
 Call-Center—Motorola-CRM, GovQA  
 AVL—CompassCom  
 Fuel—Petrovend, GasBoy  
 Dashboard—OnPoint, SharePoint

### **13. Land, Licensing and Permitting Capabilities**

Cityworks-Server-PLL-streamlines-and-automates-permit, licensing, and-land management-proceesses-while-working-in-conjunction-with-Cityworks-Server-AMS-and-Esri-GIS. This-allows-you-to-view-permit, license-and-land-data-in-the-same-application-as work-orders, service-requests, and-GIS-asset-data. PLL-and-AMS-items-can-also-be-linked-together, which-allows-organizations-to-capitalize-on-the-functionality-of-both-systems.

Cityworks-Server-PLL-allows-ageneies-to-track-GIS-features, permits, planning-and-development, engineering-proceesses, business-and-regulatory-proceesses, and-code-enforcement-eases-from inception-to-completion. GIS-features-may-include-pareels, street-segments, intersections, addresses, or-any-other-defined-GIS-feature-classes.

Most permits and applications span an array of public departments, including building, planning, and engineering. Cityworks Server PLL enables agencies to share and access pertinent information easily and efficiently, streamlining the application and review process across departments, and delivering substantially higher levels of customer service for contractors and citizens.

Cityworks Server PLL tracks all addresses, personnel, conditions, tasks, inspections, corrections, fees and payments for any given permit types, which can include:

- Building
- Electrical
- Mechanical
- Plumbing
- Demolition
- Right-of-way
- Utility Cut
- Fire and Zoning

Cityworks Server PLL streamlines and automates work processes including:

- Application routing
- Plan review
- Fee calculations and collection
- Licensing renewals
- Workflow and tasks
- Inspections
- Management signoff and tracking
- Reporting

Cityworks Server		Home	My Recent	My Favorites	My Alerts	My Reports	My Land	My GIS Sources	My Payments Admin	My Server Admin
<b>Environment</b> 2.00    In Progress    10/20/2011    News    Documents Date Type   R 0000    Group   R 0000    Status   Pending										
<b>Object</b> ID:										
Type	TRUP	Status	P 0000	EOC	PENDING					
SOL Type										
Details										
Project Code										
Tag	1000000									
Acquired By	10/20/2011									
Initiated By	10/20/2011									
Expiration Date	10/20/2011									
Project										
Status Code	OPEN									
Notes	2011/10/20 10:00:00 AM									

Add & GIS	
<input type="checkbox"/>	<b>Object ID</b> 1000000 1000000 1000000

Parcel ID	Parcel Name	Parcel ID	Address	GIS
1000000	PARCELS	1000000000000	1000 N WATCHEZ TRL	GIS

People			
Role Code	Name	City	GIS
APPLICANT	SYLVESTER STOCKMAN	THOMASVILLE	GIS
CONTACT	SYLVESTER STOCKMAN	THOMASVILLE	GIS
OWNER	Trump International		GIS

*Cityworks-Server-PLL*

## Permit, License, Case Management

Cityworks-PLL gives jurisdictions direct control over their business processes. The system is customizable to reflect each organization's needs. The basic structure of Cityworks-Server is highly adaptable. The installation process takes the basic PLL package and molds it to meet the unique structure and needs of the user's organization. It can be configured to allow access by multiple departments within an organization, such as the legal department, to allow coordination on Code Enforcement cases; or Public Utilities, to allow cooperation in the construction of water and sewer lines in new subdivisions.

Customized templates help manage the required data for a specific process. As many or as few templates as necessary can be designed to streamline the development process. Basic functional forms are available which can be adapted to serve the city's needs.

Cases track transactional data required for community development and regulation processes, and can be configured to provide more flexible business management. Users, departments, and divisions can be notified when their task in the workflow is ready to

begin. Cases are managed by a simple container. That container's basic functionality remains the same across the board; however, different containers may be configured in different ways to manage different processes.

Users, departments, and divisions can be notified when their task in the workflow is ready to begin. A Workflow Diagram gives the user a visual representation of the Project as well as allowing the user to assign and update Project Tasks, control the order in which Tasks are completed, Flag a project for Violations, Stop Work until Fees are paid or Inspections are completed, etc.

For example, if a residential building permit needs the Inspection Request form and the Final Subdivision Plat doesn't, their templates are set up accordingly. Likewise, Code Enforcement cases need the Violations form; Pre-Development Concept Plans don't. Each template is assigned *only* those forms relative to that process. City departments can set up as many templates as they need in order to manage all their processes.

Cityworks Server PLL uses a series of basic entry forms assigned to a template, managing the data of a specific process such as permits, cases and licenses. Basic entry forms include the following:

Address/GIS	Inspection Request	Payment
Conditions	Instrument	Personnel
Contractor	Licenses	Related Documents
Data Groups	Main	Violations
Fees	Notes	Workflow
Flags	Payer	

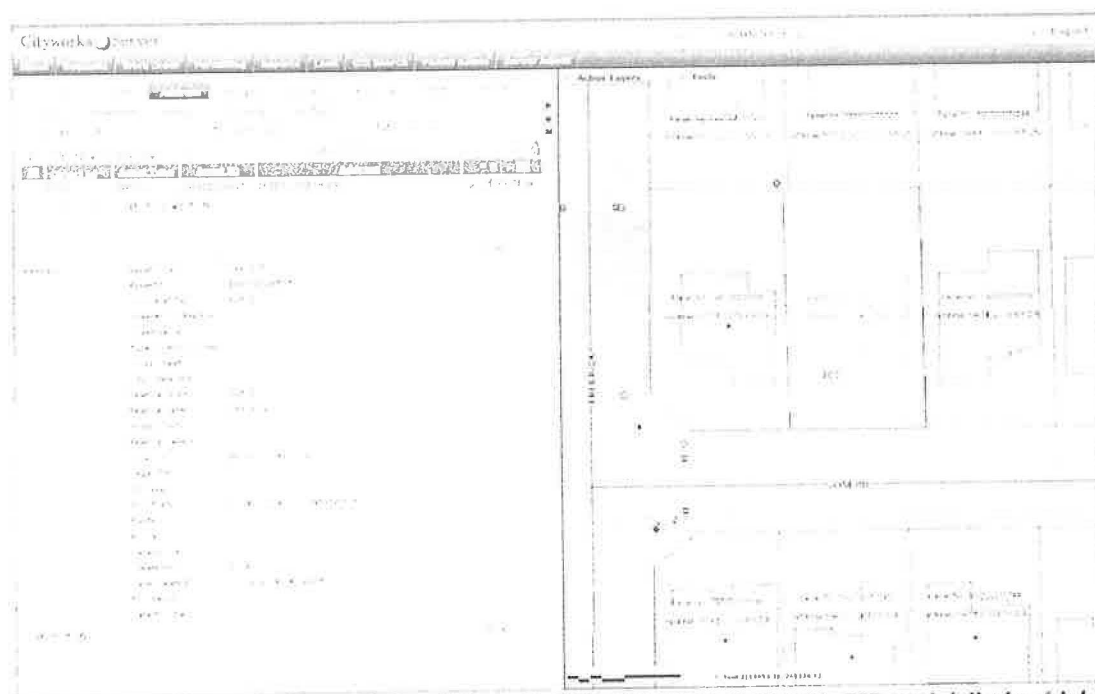
Each template is assigned default data that supports the specific permit or case type. Default data consists of:

- Workflows
- Case Data Groups
- Fees
- Flags
- Conditions
- People Roles

### Address and GIS

Cityworks Server PLL is completely integrated with Esri GIS, relying on the SDE Geodatabase as the source for all land-related items on a given parcel. The Parcel feature class is one of the primary feature classes utilized by Cityworks Server PLL to track planning, permitting and case activities. However, any GIS feature can be attached to a permit or case.

Default items such as Address, Parcel ID, and x,y points are imported into the permit. The on-demand information from the map is easily viewable and searchable from within the application. The system supports full querying of the SDE geodatabase through a published geodata service in the ArcGIS Server.



*Cityworks Server PLL Address & GIS information (left) with GIS spatial display (right)*

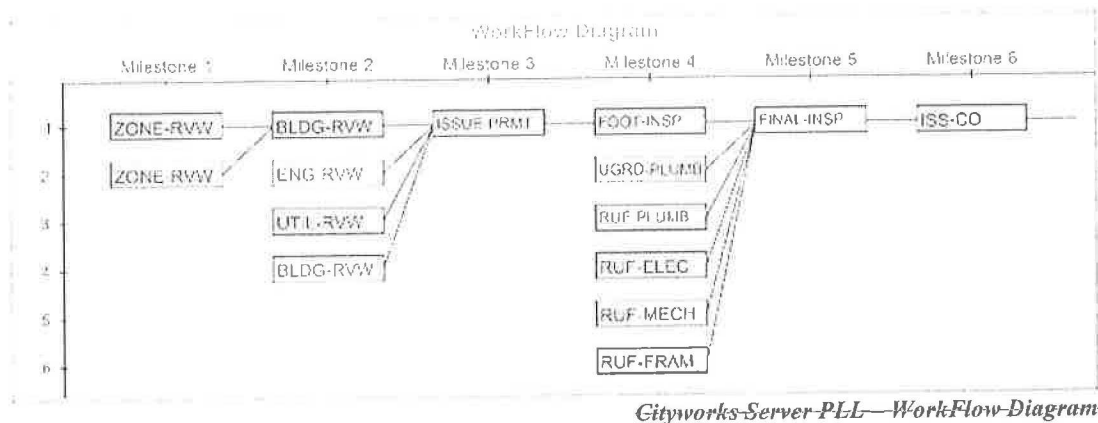
## GIS-in-Cityworks-Server-PLL:

- The GIS-Centric approach to Cityworks PLL reduces the amount of land-data duplication common across city departments.
- The GIS is the source for Cityworks PLL land data. Users identify any asset and view information on parcel, zoning, surrounding areas, etc. so long as that layer is available in the GIS.
- All permits and easements associated with features or X,Y points can be queried and displayed on the map.
- Combining Cityworks PLL items spatially with the detail of the GIS results in spatial reports that quickly provide the information city's need for decision making.

## Workflows

Tasks are necessary steps required to close-out a permit or case, and consist of Review, Inspection, and Hearing. The Cityworks Server PLL Workflow Engine is used to view, add, organize, and update tasks for a permit or case. Milestones indicate the progression of the permit or case through plan reviews, issuance, inspections, meetings, hearings, etc.

Workflows are assigned to templates by default; however, users can edit the workflow by adding or deleting tasks for each permit or case as needed.



The results of each task determine what occurs next in the workflow, such as:

- Close the Permit or Case
- Update the Status of the Permit or Case
- Redirect the workflow by Inserting new task or group of tasks
- Open the next milestone and make all tasks available

Other task functionality includes:

- Notification emails sent when task become available.
- Inbox setup for tasks
- Tasks act as inspections:
  - These can be scheduled, canceled, rescheduled and reassigned.
  - Corrections can be defined for “sub-inspection” or “sub-tasks” check off lists, inspection steps, etc.
- The Task Manager allows a user to quickly update all tasks assigned to him or her across multiple permits in one convenient place.
- Tasks act as Hearings:
  - These can be scheduled, cancelled and rescheduled.
  - Can be automatically scheduled if the hearing schedule is maintained in Cityworks.
- Fields are available to store comments, time accounting, and corrections.

### Licenses

Cityworks Server PLL tracks new licenses, renewals, fees, follow-up inspections, and related processes. A typical Business License in Cityworks Server PLL uses the same functions as other items in the system with the exception that it is “flagged” as a business license.

Cityworks Server PLL can handle licensing for various business and professional trade activities, which can include:

- Business licensing
- Trade licensing
- Health Permits

- Fire permits
- Parking Permits

#### License functionality:

- Business Licenses can have “Sub-licenses” that expire on the same date as the primary business license:
  - The sub-licenses have associated fees that are added and removed with the sub license.
- Licenses can expire on a given date, on a rolling year basis, or on a specific month or day.
- User have control over the license status change to renewal or the system can do it automatically.
- Historic licenses and year-to-year renewals for a given business are stored in the audit log.

#### Data Groups

Case Data Groups are customized forms used to collect and store data relevant to a permit or case. Groups are defined and then fields are added to these groups. Several data types are supported including: Number, Date, Text Box, Comment Box, Yes/No, List of Values, Predefined Value.

#### Inspections

Inspections in Cityworks Server PLL are handled as tasks and can be scheduled, canceled, rescheduled and reassigned. Sub-inspections are handled as task Corrections defining inspection steps or check-off lists.

Cityworks supports a variety of inspections related to the issuance of permits or code compliance:

- Permits issued by the City, such as:
  - Building permit
  - Street cut permit
  - Food establishment inspections related to a fire operational permit
  - Construction and post construction site inspections
- Code compliance inspections unrelated to current permits, such as:
  - Housing code violations
  - Tall weeds
- Recurring Inspections such as those related to businesses or food establishments

Cityworks Server Logged in as: BILLS, TERI

[Inbox](#) [Inbox](#) [Request](#) [Work Order](#) [GIS Search](#) [Permitting](#) [Land](#) [Reports](#) [Permit Admin](#)

**Task**

☐ All ☐ Yes ☐ No ☐ All ☐ Yes ☐ No ☐ All

Description	Result	Available	Target End	Completed	M	
<input type="checkbox"/> Zoning Verification (Colonie)		4/12/2010	04/19/10 12:44PM	1-2		
<input type="checkbox"/> Foundation Inspection		8/11/2010	08/12/10 03:57PM	1-2		
<input type="checkbox"/> Location Review		4/12/2010	04/22/10 12:44PM	1-3		
<input type="checkbox"/> Latham Water Plan Review				2-3		
<input type="checkbox"/> Pure Water Plan Review				2-3		
<input type="checkbox"/> Storm Water Plan Review				2-3		
<input type="checkbox"/> Engineering Plan Review				2-3		
<input type="checkbox"/> Building Plan Review				2-3		
<input type="checkbox"/> Issue Permit (Colonie)				3-4		

20 Go

**Rel Docs**

10 Go

**Flags**

Flag	Plan Description	Severity	Date Added	Date Completed	Complete
<input type="checkbox"/> BNOINSPECT	HOLD INSPECTIONS/NO FURTHER INSPECTIONS	INSPECTION	9/9/2010		
<input type="checkbox"/> BNOPAYMENT	NO PAYMENT HAS BEEN MADE	CASE STOP	9/9/2010		
<input type="checkbox"/> PWNP	WORK HAVING BEEN DONE WITHOUT A PERMIT	CASE STOP	9/9/2010		

10 Go

Cityworks Server PLL—Task-example

Cityworks Server Logged in as: BILLS, TERI

[Inbox](#) [Inbox](#) [Request](#) [Work Order](#) [GIS Search](#) [Permitting](#) [Land](#) [Reports](#) [Permit Admin](#)

User: tbills

Filter:

**Use following information to save data.**

User: tbills

COM-BLDG - C-NEUBLDG | B0109 | [LND-11515: 1737 N GEETA RD]

FOOT-INSP / Footing Inspection [Target End Date: 1/8/2010]

Assigned To:

Result Code:

Comment:

Time Accounting Code:

Time Spent:

Date Time Spent:

Comment:

Cityworks Server PLL—Inspection-Task

**Fees**

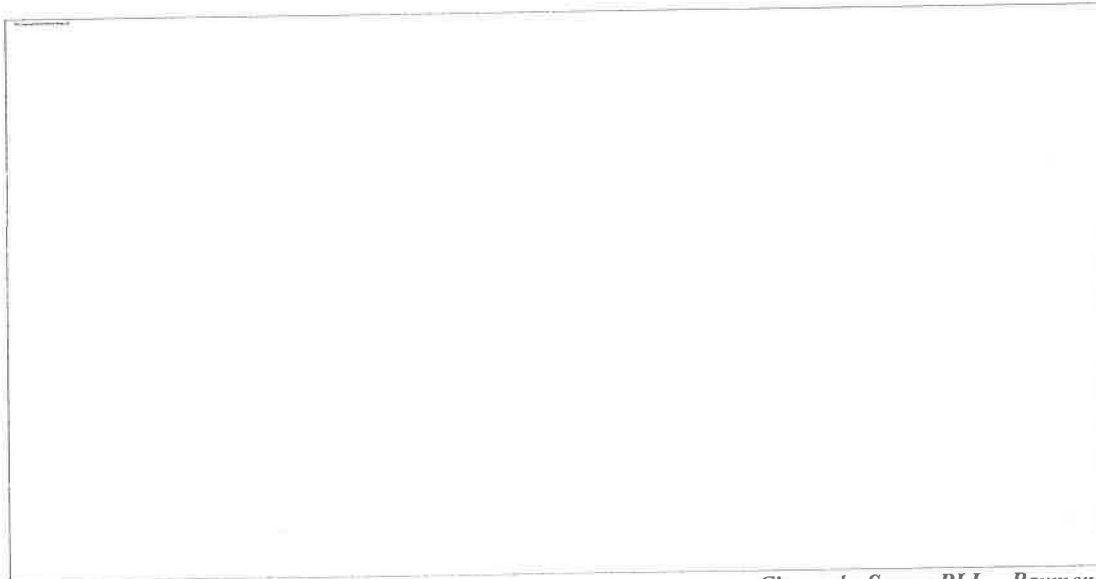
The Cityworks Server PLL Fee Engine can be used to calculate even the most complex fee structures and can include:

- Flat Fees
- Incremental Fees
- Variable Fees
- Linear Fees
- Percentage Fees
- Minimum Fees

Each Fee Code is assigned a type and then calculated as defined by the user and assigned to a template by default. Data in Case Data fields can be linked to the fee code for use in the calculation. Fee codes can include account numbers, be overwritten by those with proper permission, be waived, and be assigned an effective date for the fee schedule.

**Payment**

Cityworks has a built-in cashiering tool designed to manage financial transactions and the exchange of money. Cityworks does not store the personal information (such as credit cards, account numbers, etc.) of individuals paying fees. Cityworks stores the fact a payment has been made. Running of credit cards, etc., was be handled outside the system.



*Cityworks Server PLL—Payment*

**Flags**

Flags act as messages that scroll across the top of a permit as soon as it opens. They can also restrict the permit from being updated until the flag is completed. This means no one can schedule inspections, update tasks, and take a payments, etc. until the flag is completed.

### Contractors

Cityworks stores and maintains the information of contractors who do business with the city. Local Contractor Registrations or Licenses can be tracked using of the Business Licensing Case Type and Contractor Accounts.

Out-of-the-box, Contractor fields are available for:

- Contractor Type
- State license number and expiration date
- Contact information
- Liability Insurance and Expiration dates

### Conditions

Conditions are similar to Flags; however, they are meant to track additional requirements as part of the case permit. A restriction can be put on the case if Conditions are not met. For example, the permit cannot be issued until conditions are met, or a planning commission may approve an action item with Conditions.

Conditions work outside of the workflow. While the workflow is typically used to track the task and work load of city employees, Conditions are often used to track extra tasks the applicant must complete in order to satisfy city concerns, wants, etc.

Additional highlights:

- Conditions can be associated to tasks in the workflow.
- Conditions can restrict Case Status changes to control Phases of a project.
- Conditions A, B must be completed prior to issuing a permit.
- Conditions C, D must be complete prior to closing a permit.

### Instruments

Financial instruments used for development and construction projects can be tracked as part of a case. This can include Bonds, Line of Credit, etc. The release of moneys based on percentage complete or a fixed value for a project can be tracked and deducted from the total financial amount.

### Related Documents

Any file type can be uploaded to the system. Documents can be stored in the database at a network location on the local server. Cityworks Server PLL supports the Sire Document Management System.

### Notes

Notes can be added to each permit. A predefined “pick list” of notes is provided for easy reference and data entry.

### People

People on each permit or case are stored by roles defined by the user. This can include Applicant, Contact, Business Owner, Engineer, etc.

## Violations

Cityworks tracks violation types and municipal code excerpts for each violation.

## Searches and Reporting

Cityworks Server PLL includes extensive search capabilities in order to look up histories, records, and other items:

- Ad-hoc searches
- Practically every field and multiple fields
- Results can be exported to Excel
- Saved searches can be configured for Event Layers and Inbox
- Users can search by GIS as well, and view any permits attached to assets.

The screenshot shows the Cityworks Server application interface. At the top, it says "Cityworks Server" and "Logged in as: BILLS, TERI". Below this is a navigation bar with tabs: Inbox, Request, Work Order, GIS Search, Permitting, Land, Reports, and Permit Admin. The "GIS Search" tab is selected. On the left, there is a list of fields for searching: Business Name, First Name, Last Name, City, Contractor Type, Contractor Description, License Num, License Expiration Date, Number, Type, Type Description, Sub Type, Sub Type Description, Tag, Status, and Fees Due. Each field has a corresponding "From:" and "To:" label. Below the fields is a "Search" button, a "Cancel" button, and a "Clear" button. On the right, a dropdown menu is open, showing options: Create New..., Search, Inspection Request, Task/Inspection Manager, Payment Manager, Object, Address, Task, People, Contractor, Violations, Notes, Fees, Payment, Receipt, Utility Tool, and System Reports. The "Search" option is highlighted.

*Cityworks Server PLL—Default Search and Search Menu*

Detailed reporting in Cityworks Server PLL utilizes Crystal Reports:

- Reports are uploaded to the system for immediate access.
- Crystal Reports can be defined for each template to easily facilitate printing documents associated with each permit or case.

## Security

The system controls users access to various functions via security roles. Users are added to security roles to give them access to the system. System security controls can restrict the user's ability to add, delete, view, or edit items from all forms described earlier. In addition, Cityworks Server AMS shares the same database and GUI with Cityworks PLL. Therefore, security roles can be set up within the application to grant permissions or restrict access across the system.

Security can define Administrator privileges on the security roles, can limit who can create specific permits types, and who can update certain tasks.

## 14. System Architecture and Hardware Requirements

Cityworks Server AMS is created and designed using VB.NET, Javascript, and C# programming languages as well as Cascading Style Sheets (CSS) and HyperText Markup Language (HTML).

### Cityworks 2012.1 Specifications

(Updated October 2012)

#### Cityworks Specifications for a PC (Intel®) Client:

##### Desktop/Anywhere Client with ArcGIS®

- 2.0 GHz Intel Core® processor (or better)
- 4GB RAM
- Fast disk (7200) >40 GB of storage
- 100-Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)
- Keyboard, mouse, CD
- 17" high-resolution color monitor, 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

#### Cityworks Desktop Specifications for a PC (Intel®) Client without GIS:

##### Client Standalone

- 1.0 GHz Intel Pentium® processor (or better)
- 2GB RAM (or better)
- Fast disk (7200-rpm) >40 GB of storage
- 100-Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)
- Keyboard, mouse, CD
- 17" high-resolution color monitor, 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

##### Cityworks Database Server\*

#### Specifications for a Database (Intel®) Server:

- Windows 2003 sp2, 2008, or 2008 Server R2 or R2 sp1 (64-bit)
- 32GB RAM (or better)
- Intel Xeon® 8-core (2-chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high-resolution color monitor, 1024 x 768

<b>Cityworks Server</b> <b>AMS or PLL</b> <i>Client</i>	<b>Specifications for a PC (Intel®) Client:</b> <ul style="list-style-type: none"> <li>• 2.0 GHz Intel Core® processor (or better)</li> <li>• 2GB RAM (or better)</li> <li>• Fast disk (7200 rpm) &gt;40 GB of storage</li> <li>• 100 Mbit NIC</li> <li>• Windows 7 Professional® (32/64 bit) or Windows XP Professional® sp3 (32-bit)</li> <li>• Keyboard, mouse, CD</li> <li>• 17" high-resolution color monitor, 1024 x 768</li> <li>• Firefox 16 or Internet Explorer 9</li> <li>• Silverlight 5</li> </ul>
<b>Cityworks Server</b> <b>AMS or PLL</b> <i>(~40 users)</i>	<b>Specifications for a Application (Intel®) Server:</b> <ul style="list-style-type: none"> <li>• Windows 2008 Server R2 or R2 sp1 (64-bit)</li> <li>• 12GB RAM (or better)</li> <li>• Intel Xeon® 4 core (1 chip) X5677 3.46 GHz (or better)</li> <li>• 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives</li> <li>• Gigabit NIC</li> <li>• Keyboard, mouse, CD</li> <li>• 17" high-resolution color monitor, 1024 x 768</li> <li>• .NET Framework 3.5—needed by the Server AMS/PLL installer</li> <li>• .NET Framework 4.0—needed for the Server AMS/PLL application</li> </ul>
<b>Cityworks Server</b> <b>AMS or PLL</b> <i>(~80 users)</i>	<b>Specifications for a Application (Intel®) Server:</b> <ul style="list-style-type: none"> <li>• Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5</li> <li>• 24GB RAM (or better)</li> <li>• Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better)</li> <li>• 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives</li> <li>• Gigabit NIC</li> <li>• Keyboard, mouse, CD</li> <li>• 17" high-resolution color monitor, 1024 x 768</li> <li>• .NET Framework 3.5—needed by the Server AMS/PLL installer</li> <li>• .NET Framework 4.0—needed for the Server AMS/PLL application</li> </ul>
<b>Supported RDBMS and Esri Platforms</b>	<b>Cityworks Desktop 2012.1</b> <ul style="list-style-type: none"> <li>• ArcGIS Desktop 10.0 SP5 or 10.1</li> <li>• Oracle 10g R2</li> <li>• Oracle 11g R1</li> <li>• Oracle 11g R2</li> <li>• SQL Server 2005</li> </ul>

- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

**Cityworks Anywhere 2012.1**

- ArcGIS ArcEngine 10.0 SP5 or 10.1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10GB limit)

**Cityworks Server AMS/PLL 2012.1—Enterprise**

- ArcGIS Server 10.0 SP5 or 10.1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2

**Cityworks Server AMS/PLL 2012.1—Workgroup**

- ArcGIS Server 10.0 SP5 or 10.1
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

*\* Database server assumes a machine hosting the organization's SDE geodatabase (supporting both editors and viewers), and Cityworks database (supporting users of Desktop/Anywhere, Server AMS/PLL). Please contact Azteca Systems with any questions.*

*\* Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase, a file geodatabase is not sufficient here. Additionally, to learn more about how Server AMS/PLL provides comprehensive access to the geodatabase, contact Azteca Systems.*

City of Brea

---

**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 05/02/2023  
**SUBJECT:** April 14 and 21, 2023 City Disbursement Registers

---

**RECOMMENDATION**

Approve.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Faith Madrazo, Financial Services Manager, Revenue  
Concurrence: Kristin Griffith, Director of Administrative Services

---

**Attachments**

04-14-2023 City Disbursement Register  
04-21-2023 City Disbursement Register

---

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192478	BOBA FLIP - KATRINA BALA	04/14/2023	32190	840000000	DEVELOPER FEE REFUND	\$344.25
<b>BOBA FLIP - KATRINA BALA</b>					<b>Total Check Amount:</b>	<b>\$344.25</b>
192480	BUSINESS CARD	04/14/2023	18749	110141481	BSCARD 022323 HR	\$107.20
		04/14/2023	18749	110404428	BSCARD 022323 CS	\$8,102.00
		04/14/2023	18749	420515131	BSCARD 102322 WATER	\$10.73
		04/14/2023	18749	110141481	BSCARD 032323 HR	\$103.41
		04/14/2023	18749	110141481	BSCARD 092322 DEF REV	(\$1,830.74)
		04/14/2023	18749	110141481	BSCARD 092322 HR	\$1,830.74
		04/14/2023	18749	110222211	BSCARD 032323 DEFAULT	\$1,055.94
		04/14/2023	18749	110404429	BSCARD 022323 CS	\$624.04
		04/14/2023	18749	420515131	BSCARD 032323 WATER	\$217.51
		04/14/2023	18749	950000000	ILJAO BSCARD MJ 0323	\$47.92
		04/14/2023	18749	110141481	BSCARD 102322 DEF REV	(\$827.90)
		04/14/2023	18749	110141481	BSCARD 102322 HR	\$827.90
		04/14/2023	18749	110141481	BSCARD 112322 HR	(\$184.00)
		04/14/2023	18749	110212111	BSCARD 032323 DEFAULT	\$14,386.06
		04/14/2023	18749	110404211	BSCARD 032323 DEFAULT	\$18,844.62
		04/14/2023	18749	950000000	ILJAO BSCARD 0323 JM	\$146.00
		04/14/2023	18749	110141481	BSCARD 012323 DEF REV	(\$304.84)
		04/14/2023	18749	110141481	BSCARD 012323 HR	\$304.84
		04/14/2023	18749	110141481	BSCARD 122322 HR	\$44.36
		04/14/2023	18749	110404211	BSCARD 022323 DEF REV	(\$8,805.94)
		04/14/2023	18749	110404213	BSCARD 022323 CS II	\$27.27
		04/14/2023	18749	110404217	BSCARD 022323 CS	\$52.63
		04/14/2023	18749	420515131	BSCARD 102322 DEF REV	(\$10.73)
<b>BUSINESS CARD</b>					<b>Total Check Amount:</b>	<b>\$34,769.02</b>
192481	CIVILTEC ENGINEERING INC.	04/14/2023	2581	510707631	PROF SVCS THRU 3/3/23	\$5,448.75
<b>CIVILTEC ENGINEERING INC.</b>					<b>Total Check Amount:</b>	<b>\$5,448.75</b>
192482	CREATIVE BRAIN LEARNING	04/14/2023	31799	110404215	GAMES/DSGN/CODING/DRW	\$240.00
<b>CREATIVE BRAIN LEARNING</b>					<b>Total Check Amount:</b>	<b>\$240.00</b>
192483	DAVID VOLZ DESIGN	04/14/2023	31785	510707978	AROVPARK SVCS THR 2/3	\$142,690.00
<b>DAVID VOLZ DESIGN</b>					<b>Total Check Amount:</b>	<b>\$142,690.00</b>
192484	DENALYN DAVID	04/14/2023	31642	110404215	YOGA	\$84.00
<b>DENALYN DAVID</b>					<b>Total Check Amount:</b>	<b>\$84.00</b>
192485	DEPT OF RESOURCES, RECYCLING AND	04/14/2023	28471	440000000	2122CCPP UNSPENTFUNDS	\$82.55
<b>DEPT OF RESOURCES, RECYCLING AND</b>					<b>Total Check Amount:</b>	<b>\$82.55</b>
192486	SOUTHERN CALIFORNIA EDISON	04/14/2023	3343	420515131	MARCH 2023-3	\$26,257.59

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192486	SOUTHERN CALIFORNIA EDISON	04/14/2023	3343	110515121	MARCH 2023-3	\$24,324.08
		04/14/2023	3343	490515151	MARCH 2023-3	\$4,814.96
		04/14/2023	3343	430515123	MARCH 2023-3	\$21.66
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$55,418.29</b>
192487	EMPLOYMENT DEVELOPMENT DEPT	04/14/2023	7464	470141483	94400736 UI Q4 DEC22	\$15,435.99
<b>EMPLOYMENT DEVELOPMENT DEPT</b>					<b>Total Check Amount:</b>	<b>\$15,435.99</b>
192488	FRANCHISE TAX BOARD/ST OF CALIF	04/14/2023	12043	110	562312853 040723 PR	\$1,124.13
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>					<b>Total Check Amount:</b>	<b>\$1,124.13</b>
192489	FRANCHISE TAX BOARD/ST OF CALIF	04/14/2023	12043	110	571810253 040723 PR	\$30.00
<b>FRANCHISE TAX BOARD/ST OF CALIF</b>					<b>Total Check Amount:</b>	<b>\$30.00</b>
192490	GAIL MATERIALS	04/14/2023	20339	360515145	INFIELD MIX WC/SP PRK	\$1,061.88
		04/14/2023	20339	110515144	INFIELD MIX WC/SP PRK	\$282.45
<b>GAIL MATERIALS</b>					<b>Total Check Amount:</b>	<b>\$1,344.33</b>
192491	GENTRY BROTHERS, INC	04/14/2023	11923	510707322	C.HILLS PH2 PP1 FEB23	\$17,214.80
<b>GENTRY BROTHERS, INC</b>					<b>Total Check Amount:</b>	<b>\$17,214.80</b>
192492	GOSCH FORD TEMECULA	04/14/2023	32187	480515161	2022 FORD F250	\$12,222.85
		04/14/2023	32187	420515131	2022 FORD F250	\$48,000.00
<b>GOSCH FORD TEMECULA</b>					<b>Total Check Amount:</b>	<b>\$60,222.85</b>
192493	HYDROPRO SOLUTIONS	04/14/2023	31845	420515131	WATER METERS+ENCODERS	\$16,061.02
<b>HYDROPRO SOLUTIONS</b>					<b>Total Check Amount:</b>	<b>\$16,061.02</b>
192494	ICC ORANGE EMPIRE CHAPTER	04/14/2023	10998	110323241	CA STD CODES-STORAGE	\$25.00
<b>ICC ORANGE EMPIRE CHAPTER</b>					<b>Total Check Amount:</b>	<b>\$25.00</b>
192495	INTIME SOLUTIONS INC.	04/14/2023	20876	950000000	ILJAOC ISE APR-JUN23	\$94,920.75
		04/14/2023	20876	950000000	ILJAOC ISE TEXT MAR23	\$4,452.40
<b>INTIME SOLUTIONS INC.</b>					<b>Total Check Amount:</b>	<b>\$99,373.15</b>
192496	MARIPOSA LANDSCAPES, INC.	04/14/2023	27959	361515148	CITY FAC/TRAILS MAR23	\$115.49
		04/14/2023	27959	110515143	CITY FAC/TRAILS MAR23	\$5,954.32
		04/14/2023	27959	110515148	CITY FAC/TRAILS MAR23	\$2,120.27
<b>MARIPOSA LANDSCAPES, INC.</b>					<b>Total Check Amount:</b>	<b>\$8,190.08</b>
192497	JACOB & LISA MENDRIN	04/14/2023	25600	840000000	DEVELOPER FEE REFUND	\$903.00
<b>JACOB &amp; LISA MENDRIN</b>					<b>Total Check Amount:</b>	<b>\$903.00</b>
192498	PREMIER MAIL MARKETING	04/14/2023	26193	420515131	POSTAGE - 2023 CCR	\$4,067.36
<b>PREMIER MAIL MARKETING</b>					<b>Total Check Amount:</b>	<b>\$4,067.36</b>
192499	MELANIE SCHLOTTERBECK	04/14/2023	27608	110323231	PLANNING COMM 3/28	\$50.00
<b>MELANIE SCHLOTTERBECK</b>					<b>Total Check Amount:</b>	<b>\$50.00</b>
192500	STATE CONTROLLER	04/14/2023	22558	110141431	21/22 STREET REPORT	\$2,929.08
<b>STATE CONTROLLER</b>					<b>Total Check Amount:</b>	<b>\$2,929.08</b>
192501	SURFAS, INC.	04/14/2023	30568	181404250	BCC FRIDGE/FREEZER	\$4,997.67

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>SURFAS, INC.</b>					<b>Total Check Amount:</b>	<b>\$4,997.67</b>
192502	TURNOUT MAINTENANCE COMPANY, LLC	04/14/2023	19898	110222221	TURNOUT CLEANING	\$571.00
<b>TURNOUT MAINTENANCE COMPANY, LLC</b>					<b>Total Check Amount:</b>	<b>\$571.00</b>
192503	U.S. POSTAL SERVICE	04/14/2023	3284	110111151	BREA LINE SUMMER 2023	\$4,339.86
<b>U.S. POSTAL SERVICE</b>					<b>Total Check Amount:</b>	<b>\$4,339.86</b>
192504	UNITED RENTALS NORTHWEST, INC.	04/14/2023	7051	420515131	CONCRETE + MIXER RENT	\$433.69
<b>UNITED RENTALS NORTHWEST, INC.</b>					<b>Total Check Amount:</b>	<b>\$433.69</b>
192506	VERIZON WIRELESS	04/14/2023	21122	110141431	9930723786 0223-0322	\$40.01
		04/14/2023	21122	110222223	9930723786 0223-0322	\$1,877.36
		04/14/2023	21122	110404525	9930723786 0223-0322	\$81.64
		04/14/2023	21122	110515125	9930723786 0223-0322	\$11.78
		04/14/2023	21122	430515123	9930723786 0223-0322	\$560.99
		04/14/2023	21122	110141481	9930723786 0223-0322	\$118.17
		04/14/2023	21122	110323242	9930723786 0223-0322	\$40.82
		04/14/2023	21122	410515124	9930723786 0223-0322	\$120.03
		04/14/2023	21122	420141421	9930723786 0223-0322	\$120.03
		04/14/2023	21122	420515131	9930723786 0223-0322	\$830.34
		04/14/2023	21122	440515122	9930723786 0223-0322	\$40.82
		04/14/2023	21122	475141471	9930723786 0223-0322	\$481.59
		04/14/2023	21122	960000000	9930723786 0223-0322	\$40.82
		04/14/2023	21122	110111143	9930723786 0223-0322	\$121.65
		04/14/2023	21122	110111151	9930723786 0223-0322	\$127.46
		04/14/2023	21122	110111161	9930723786 0223-0322	\$45.82
		04/14/2023	21122	110141411	9930723786 0223-0322	\$40.01
		04/14/2023	21122	110141424	9930723786 0223-0322	\$31.94
		04/14/2023	21122	110212121	9930723786 0223-0322	\$5,251.13
		04/14/2023	21122	110323231	9930723786 0223-0322	\$81.64
		04/14/2023	21122	110323241	9930723786 0223-0322	\$45.82
		04/14/2023	21122	110404311	9930723786 0223-0322	\$635.97
		04/14/2023	21122	174222222	9930723786 0223-0322	\$570.15
		04/14/2023	21122	460141474	9930723786 0223-0322	\$127.46
		04/14/2023	21122	110212111	9930723786 0223-0322	\$522.99
		04/14/2023	21122	110515171	9930723786 0223-0322	\$81.64
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$12,048.08</b>
192507	DR. ROBERT L. WILKINSON	04/14/2023	19024	110141481	DOT PHYSICALS MAR23	\$120.00
<b>DR. ROBERT L. WILKINSON</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Check Subtotal						<b>\$488,557.95</b>
V51207	ADMINISTRATIVE & PROF	04/14/2023	3344	110	4010 APEA MEMB 040723	\$456.00
ADMINISTRATIVE & PROF Total Check Amount:						<b>\$456.00</b>
V51208	THE ADVANTAGE GROUP	04/14/2023	24539	110	808B FSADEPCAR 040723	\$1,699.99
		04/14/2023	24539	110	808C FSA URMED 040723	\$5,937.20
THE ADVANTAGE GROUP Total Check Amount:						<b>\$7,637.19</b>
V51209	ANNA CHAVEZ AGUSTIN	04/14/2023	31862	110404215	ZUMBA	\$424.00
ANNA CHAVEZ AGUSTIN Total Check Amount:						<b>\$424.00</b>
V51210	JUDY ALLEN	04/14/2023	20447	110404215	BODY PUMP/PILATES/SS	\$560.00
		04/14/2023	20447	110404215	PERSONAL TRAINER	\$306.00
JUDY ALLEN Total Check Amount:						<b>\$866.00</b>
V51211	ALLSTAR FIRE EQUIPMENT	04/14/2023	8353	110222221	HELMET LINERS	\$3,238.10
		04/14/2023	8353	110222221	MATLS FOR SCBA MNT	\$472.96
ALLSTAR FIRE EQUIPMENT Total Check Amount:						<b>\$3,711.06</b>
V51212	ALTA LANGUAGE SERVICES, INC	04/14/2023	25953	110141481	BILINGUAL TEST MAR23	\$330.00
ALTA LANGUAGE SERVICES, INC Total Check Amount:						<b>\$330.00</b>
V51213	JAMES RUBEN ARCHULETA	04/14/2023	32015	110404215	PERSONAL TRAINER	\$357.96
JAMES RUBEN ARCHULETA Total Check Amount:						<b>\$357.96</b>
V51214	VLADIMIR BARRIENTOS	04/14/2023	31580	110212132	DUI DETECTION/SFST	\$24.00
VLADIMIR BARRIENTOS Total Check Amount:						<b>\$24.00</b>
V51215	BEN'S ASPHALT, INC..	04/14/2023	1808	110515121	10/7 PYMT CORRECTION	(\$10,575.00)
		04/14/2023	1808	510707442	10/7PYMT-ASPHALT REPL	\$10,575.00
		04/14/2023	1808	510707322	EMERG ASPH REPL C.H.	\$58,832.50
BEN'S ASPHALT, INC.. Total Check Amount:						<b>\$58,832.50</b>
V51216	JASON LYNN BOND	04/14/2023	26568	420515131	SWRCB D3 DIST RENEWAL	\$120.00
JASON LYNN BOND Total Check Amount:						<b>\$120.00</b>
V51217	BPSEA MEMORIAL FOUNDATION	04/14/2023	14990	110	4050 MEMORIAL 040723	\$135.50
BPSEA MEMORIAL FOUNDATION Total Check Amount:						<b>\$135.50</b>
V51218	BREA CITY EMPLOYEES ASSOCIATION	04/14/2023	3236	110	4005 BCEA MEMB 040723	\$696.00
BREA CITY EMPLOYEES ASSOCIATION Total Check Amount:						<b>\$696.00</b>
V51219	BREA FIREFIGHTERS ASSOCIATION	04/14/2023	3237	110	4016 ASSOCMEMB 040723	\$3,074.00
BREA FIREFIGHTERS ASSOCIATION Total Check Amount:						<b>\$3,074.00</b>
V51220	BREA POLICE ASSOCIATION	04/14/2023	3769	110	4030 BPA REG 040723	\$3,400.00
BREA POLICE ASSOCIATION Total Check Amount:						<b>\$3,400.00</b>
V51221	BREA POLICE ATHLETIC LEAGUE	04/14/2023	1068	110	5010 B.P.A.L. 040723	\$122.50
BREA POLICE ATHLETIC LEAGUE Total Check Amount:						<b>\$122.50</b>
V51222	BREA POLICE MANAGEMENT ASSOCIATION	04/14/2023	21189	110	4019 LDF MEMB 040723	\$9.50
		04/14/2023	21189	110	4020 PMA MEMB 040723	\$162.50

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$172.00</b>
V51223	ROXANNE ALINE BRECEDA	04/14/2023	31933	110323212	ICSC CONF REGISTRATION	\$975.00
		04/14/2023	31933	110111143	ICSC CONF REGISTRATION	\$1,950.00
<b>ROXANNE ALINE BRECEDA</b>					<b>Total Check Amount:</b>	<b>\$2,925.00</b>
V51224	CALIFORNIA DOMESTIC WATER CO	04/14/2023	3388	420515131	WTR CONSUMPTION MAR23	\$193,203.99
<b>CALIFORNIA DOMESTIC WATER CO</b>					<b>Total Check Amount:</b>	<b>\$193,203.99</b>
V51225	CHANDLER ASSET MANAGEMENT, INC.	04/14/2023	4375	875141424	INV MGMT SVCS MAR23	\$44.19
		04/14/2023	4375	930141424	INV MGMT SVCS MAR23	\$6,270.98
<b>CHANDLER ASSET MANAGEMENT, INC.</b>					<b>Total Check Amount:</b>	<b>\$6,315.17</b>
V51226	CPS HR CONSULTING	04/14/2023	2971	110141481	CREDIT - TR-INV001136	(\$35.00)
		04/14/2023	2971	110141481	EXEC ASST EXAM	\$583.00
		04/14/2023	2971	110141481	ACCOUNTANT EXAM	\$630.20
<b>CPS HR CONSULTING</b>					<b>Total Check Amount:</b>	<b>\$1,178.20</b>
V51227	DF POLYGRAPH	04/14/2023	22010	110141481	POLYGRAPH EXAMS MAR23	\$350.00
<b>DF POLYGRAPH</b>					<b>Total Check Amount:</b>	<b>\$350.00</b>
V51228	MYRA DUVALL	04/14/2023	18083	110404215	YOGA	\$532.00
<b>MYRA DUVALL</b>					<b>Total Check Amount:</b>	<b>\$532.00</b>
V51229	ALEC JOSEPH GARCIA	04/14/2023	26604	110212111	COMM TRNG OFFICER	\$140.00
<b>ALEC JOSEPH GARCIA</b>					<b>Total Check Amount:</b>	<b>\$140.00</b>
V51230	MELISSA GIFFORD	04/14/2023	10645	110404215	BODY PUMP/TRX	\$229.00
<b>MELISSA GIFFORD</b>					<b>Total Check Amount:</b>	<b>\$229.00</b>
V51231	MARY M. GRAHAM	04/14/2023	31478	110404215	YOGA	\$112.00
<b>MARY M. GRAHAM</b>					<b>Total Check Amount:</b>	<b>\$112.00</b>
V51232	MONA HERNANDEZ	04/14/2023	23114	110404215	MASSAGE THERAPY	\$639.70
<b>MONA HERNANDEZ</b>					<b>Total Check Amount:</b>	<b>\$639.70</b>
V51233	INK LINK INC	04/14/2023	22423	110404215	HLTH+WLLNS EXPO SIGNS	\$678.83
<b>INK LINK INC</b>					<b>Total Check Amount:</b>	<b>\$678.83</b>
V51234	SARA JACKSON	04/14/2023	31840	110404215	BODY PUMP	\$280.00
<b>SARA JACKSON</b>					<b>Total Check Amount:</b>	<b>\$280.00</b>
V51235	PAMELA JOHNSTON	04/14/2023	28025	110404215	ZUMBA	\$450.00
<b>PAMELA JOHNSTON</b>					<b>Total Check Amount:</b>	<b>\$450.00</b>
V51236	K PRO STONE CARE	04/14/2023	20535	110515141	JANSVCS PARKSRR MAR23	\$16,500.00
<b>K PRO STONE CARE</b>					<b>Total Check Amount:</b>	<b>\$16,500.00</b>
V51237	KRISTI L KANEL	04/14/2023	22868	110404215	CYCLE/LOW IMP/SS	\$392.00
<b>KRISTI L KANEL</b>					<b>Total Check Amount:</b>	<b>\$392.00</b>
V51238	KEENAN & ASSOCIATES	04/14/2023	22439	470141483	2023 WORKERS' COMP #5	\$10,951.25
<b>KEENAN &amp; ASSOCIATES</b>					<b>Total Check Amount:</b>	<b>\$10,951.25</b>
V51239	KIMLEY-HORN AND ASSOCIATES, INC.	04/14/2023	26302	110323231	AHO UPDATE NOV 2022	\$6,005.75

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51239	KIMLEY-HORN AND ASSOCIATES, INC.	04/14/2023	26302	110323231	AHO UPDATE OCT 2022	\$444.15
		04/14/2023	26302	110323231	AHO UPDATE DEC 2022	\$3,802.60
		04/14/2023	26302	110323231	AHO UPDATE JAN 2023	\$11,155.20
<b>KIMLEY-HORN AND ASSOCIATES, INC.</b>					<b>Total Check Amount:</b>	<b>\$21,407.70</b>
V51240	LUCY KRUSE	04/14/2023	16529	110212133	TRAINING EXPENSES	\$150.28
<b>LUCY KRUSE</b>					<b>Total Check Amount:</b>	<b>\$150.28</b>
V51241	DOLLY LAI	04/14/2023	18084	110404215	YOGA	\$120.00
<b>DOLLY LAI</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>
V51242	BERRY LIANG	04/14/2023	25640	110404215	PERSONAL TRAINER	\$307.80
		04/14/2023	25640	110404215	CYCLE/SUPERSCULPT/TRX	\$670.40
<b>BERRY LIANG</b>					<b>Total Check Amount:</b>	<b>\$978.20</b>
V51243	LIFE-ASSIST, INC.	04/14/2023	10530	174222222	PM SUPPLIES FS2	\$580.97
<b>LIFE-ASSIST, INC.</b>					<b>Total Check Amount:</b>	<b>\$580.97</b>
V51244	TANYA LOSCUTOFF	04/14/2023	22092	110404215	PERSONAL TRAINER	\$596.25
		04/14/2023	22092	110404215	SUPER SCULPT	\$56.00
<b>TANYA LOSCUTOFF</b>					<b>Total Check Amount:</b>	<b>\$652.25</b>
V51245	LORI MAIER	04/14/2023	31187	110404215	ZUMBA	\$532.00
<b>LORI MAIER</b>					<b>Total Check Amount:</b>	<b>\$532.00</b>
V51246	ANDREA MCGRANAHAN	04/14/2023	26046	110404215	BARRE/CYCLE/LI/TRX	\$1,072.00
		04/14/2023	26046	110404215	PERSONAL TRAINERS	\$394.44
<b>ANDREA MCGRANAHAN</b>					<b>Total Check Amount:</b>	<b>\$1,466.44</b>
V51247	TINA M MEYER	04/14/2023	12786	110212111	TRAINING MILEAGE	\$65.17
		04/14/2023	12786	110212133	TRAINING MILEAGE	\$77.29
<b>TINA M MEYER</b>					<b>Total Check Amount:</b>	<b>\$142.46</b>
V51248	JACI MILLER	04/14/2023	31823	110404215	PERSONAL TRAINER	\$129.25
<b>JACI MILLER</b>					<b>Total Check Amount:</b>	<b>\$129.25</b>
V51249	MINNESOTA LIFE INSURANCE COMPANY	04/14/2023	30640	110	34730 LIFE INS APR23	\$6,168.35
<b>MINNESOTA LIFE INSURANCE COMPANY</b>					<b>Total Check Amount:</b>	<b>\$6,168.35</b>
V51250	JENNIFER MONZON-SCROFINI	04/14/2023	20158	110404215	CYCLE/FS/HIIT/TRX	\$444.40
<b>JENNIFER MONZON-SCROFINI</b>					<b>Total Check Amount:</b>	<b>\$444.40</b>
V51251	NATASHA MOORE	04/14/2023	10711	110404215	BODY PUMP	\$308.00
<b>NATASHA MOORE</b>					<b>Total Check Amount:</b>	<b>\$308.00</b>
V51252	MOTOROLA SOLUTIONS, INC.	04/14/2023	22012	475141471	23/24 IBR/CADSYST MNT	\$2,919.90
<b>MOTOROLA SOLUTIONS, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,919.90</b>
V51253	MUNICIPAL DENTAL POOL	04/14/2023	30638	110	DELTA DENTAL APR 2023	\$16,759.34
<b>MUNICIPAL DENTAL POOL</b>					<b>Total Check Amount:</b>	<b>\$16,759.34</b>
V51254	CESAR PACHECO	04/14/2023	32191	110	BRC START-UP	\$50.00
<b>CESAR PACHECO</b>					<b>Total Check Amount:</b>	<b>\$50.00</b>

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51255	IRACEMA PERDOMO	04/14/2023	14135	110404215	CYCLE	\$252.00
<b>IRACEMA PERDOMO</b>						<b>Total Check Amount: \$252.00</b>
V51256	PRINT & FINISHING SOLUTIONS	04/14/2023	21135	110141441	BLADE SHARPENING	\$60.00
<b>PRINT &amp; FINISHING SOLUTIONS</b>						<b>Total Check Amount: \$60.00</b>
V51257	PTS COMMUNICATIONS, INC.	04/14/2023	31947	475141471	7147920398 APR 2023	\$75.00
<b>PTS COMMUNICATIONS, INC.</b>						<b>Total Check Amount: \$75.00</b>
V51258	KAYLA RABJOHNS	04/14/2023	28472	110404215	CIRCUIT	\$140.00
<b>KAYLA RABJOHNS</b>						<b>Total Check Amount: \$140.00</b>
V51259	RICHARDS, WATSON & GERSHON	04/14/2023	8978	110111112	0001 GEN LGL SVCS FEB	\$11,939.16
		04/14/2023	8978	110111112	9999 GEN LGL SVCS FEB	\$9,302.00
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount: \$21,241.16</b>
V51260	RPW SERVICES, INC.	04/14/2023	3791	360515147	PEST CONTROL-DOG PARK	\$360.00
<b>RPW SERVICES, INC.</b>						<b>Total Check Amount: \$360.00</b>
V51261	SOOTHING ESCAPE MASSAGE LLC	04/14/2023	31650	110404215	MASSAGE THERAPY	\$279.60
		04/14/2023	31650	110404215	KINSTRETCH	\$224.00
<b>SOOTHING ESCAPE MASSAGE LLC</b>						<b>Total Check Amount: \$503.60</b>
V51262	SPECTRUM GAS PRODUCTS, INC.	04/14/2023	16060	174222222	OXYGEN	\$188.00
<b>SPECTRUM GAS PRODUCTS, INC.</b>						<b>Total Check Amount: \$188.00</b>
V51263	STEVE A. FILARSKY, ATTORNEY-AT-LAW	04/14/2023	31186	470141483	LEGAL SVCS MAR 2023	\$1,925.00
<b>STEVE A. FILARSKY, ATTORNEY-AT-LAW</b>						<b>Total Check Amount: \$1,925.00</b>
V51264	SUPERIOR ALARM SYSTEMS	04/14/2023	11074	110404211	BCC ALARM MONITORING	\$210.00
<b>SUPERIOR ALARM SYSTEMS</b>						<b>Total Check Amount: \$210.00</b>
V51265	TECHNICOLOR PRINTING	04/14/2023	24354	110404424	MIGHTY TYKES SHIRT	\$32.33
		04/14/2023	24354	110	CHAMPNSHPSHIRTS S/TAX	(\$4.65)
		04/14/2023	24354	110404424	CHAMPIONSHIP SHIRTS	\$64.65
<b>TECHNICOLOR PRINTING</b>						<b>Total Check Amount: \$92.33</b>
V51266	TENNIS ANYONE ACADEMY	04/14/2023	12688	110404215	TENNIS LESSONS	\$1,366.50
<b>TENNIS ANYONE ACADEMY</b>						<b>Total Check Amount: \$1,366.50</b>
V51267	TROPICAL PLAZA NURSERY, INC	04/14/2023	2062	110515144	SPORTS PARK PAVER RPR	\$2,784.00
<b>TROPICAL PLAZA NURSERY, INC</b>						<b>Total Check Amount: \$2,784.00</b>
V51268	LETICIA TRUJILLO	04/14/2023	22054	110404215	BODY PUMP	\$28.00
<b>LETICIA TRUJILLO</b>						<b>Total Check Amount: \$28.00</b>
V51269	EDEN TURNER	04/14/2023	21951	110404215	BODYPUMP/SUPER SCULPT	\$308.00
<b>EDEN TURNER</b>						<b>Total Check Amount: \$308.00</b>
V51270	NATASHA UMRIGAR-MOLLA	04/14/2023	32097	110404215	YOGA	\$140.00
<b>NATASHA UMRIGAR-MOLLA</b>						<b>Total Check Amount: \$140.00</b>
V51271	US BANK XX0338 CITY MGR	04/14/2023	24704	480515161	CALCARDS 032223	\$74.94
		04/14/2023	24704	110111111	CALCARDS 032223	\$1,665.85

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51271	US BANK XX0338 CITY MGR	04/14/2023	24704	110111143	CALCARDS 032223	\$1,025.15
<b>US BANK XX0338 CITY MGR</b>					<b>Total Check Amount:</b>	<b>\$2,765.94</b>
V51272	US BANK XX0312 HR	04/14/2023	24776	110	CALCARDS HR 032223	\$19.88
		04/14/2023	24776	110141481	CALCARDS HR 032223	\$1,724.29
		04/14/2023	24776	470141483	CALCARDS HR 032223	\$309.42
<b>US BANK XX0312 HR</b>					<b>Total Check Amount:</b>	<b>\$2,053.59</b>
V51274	US BANK XX0593 COMM SVC	04/14/2023	24777	110404211	CALCARD-NA-032223	\$107.72
		04/14/2023	24777	110404211	CALCARDS 032223	(\$20.46)
		04/14/2023	24777	110404311	CALCARD-LT-032223	\$233.00
		04/14/2023	24777	110404521	CALCARD-RM-032223	\$205.39
		04/14/2023	24777	110404541	CALCARD-KC-032223	\$132.20
		04/14/2023	24777	110404543	CALCARD-JC-032223	\$380.00
		04/14/2023	24777	110404217	CALCARD-VU-032223	\$474.91
		04/14/2023	24777	110404311	CALCARD-AR-032223	\$431.58
		04/14/2023	24777	110404311	CALCARD-HE-032223	\$642.89
		04/14/2023	24777	110404421	CALCARD-KS-032223	\$1,706.76
		04/14/2023	24777	110404421	CALCARD-MM-032223	\$82.74
		04/14/2023	24777	110404421	CALCARD-VC-032223	\$1,024.34
		04/14/2023	24777	110404429	CALCARD-VU-032223	\$387.76
		04/14/2023	24777	110404521	CALCARD-ER-032223	\$115.55
		04/14/2023	24777	110404542	CALCARD-EF-032223	\$65.15
		04/14/2023	24777	181404250	CALCARD-DA-032223	\$923.87
		04/14/2023	24777	110404154	CALCARD-RH-032223	\$53.88
		04/14/2023	24777	110404224	CALCARD-MM-032223	\$44.11
		04/14/2023	24777	110404421	CALCARD-HE-032223	\$183.49
		04/14/2023	24777	110404426	CALCARD-TV-032223	\$271.38
		04/14/2023	24777	110404521	CALCARD-NG-032223	\$263.84
		04/14/2023	24777	110404523	CALCARD-CP-032223	\$712.80
		04/14/2023	24777	110404523	CALCARD-DA-032223	\$195.76
		04/14/2023	24777	110404523	CALCARD-JE-032223	\$323.24
		04/14/2023	24777	110404541	CALCARD-HB-032223	\$594.87
		04/14/2023	24777	110404542	CALCARD-HH-032223	\$136.21
		04/14/2023	24777	110404542	CALCARD-KH-032223	\$926.96
		04/14/2023	24777	110404211	CALCARD-AC-032223	\$196.45
		04/14/2023	24777	110404215	CALCARD-DA-032223	\$1,177.98
		04/14/2023	24777	110404311	CALCARD-CH-032223	\$33.09
		04/14/2023	24777	110404425	CALCARD-MM-032223	\$622.83

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51274	US BANK XX0593 COMM SVC	04/14/2023	24777	110404429	CALCARD-MM-032223	\$207.38
		04/14/2023	24777	110404521	CALCARD-AM-032223	\$41.01
		04/14/2023	24777	110404521	CALCARD-FL-032223	\$2,257.60
		04/14/2023	24777	110404521	CALCARD-TT-032223	\$3,307.30
		04/14/2023	24777	110404541	CALCARD-KC-032223A	\$470.51
		04/14/2023	24777	110404542	CALCARD-KK-032223	\$2,363.20
<b>US BANK XX0593 COMM SVC</b>					<b>Total Check Amount:</b>	<b>\$21,277.29</b>
V51275	US BANK XX0502 COMM & MKTG	04/14/2023	24778	110111151	CALCARDS - 032223	\$39.09
		04/14/2023	24778	110111143	CALCARDS - 032223	\$154.24
		04/14/2023	24778	110111152	CALCARDS - 032223	\$1,054.53
		04/14/2023	24778	110323214	CALCARDS - 032223	\$64.65
		04/14/2023	24778	110	CALCARDS - 032223	\$183.74
		04/14/2023	24778	110111111	CALCARDS - 032223	\$228.63
		04/14/2023	24778	110222211	CALCARDS - 032223	\$109.62
<b>US BANK XX0502 COMM &amp; MKTG</b>					<b>Total Check Amount:</b>	<b>\$1,834.50</b>
V51276	US BANK XX0353 COMM DEV	04/14/2023	24779	110323212	CALCARDS 032223	\$360.48
		04/14/2023	24779	110323231	CALCARDS 032223	\$887.50
		04/14/2023	24779	110	CALCARDS 032223	\$14.35
		04/14/2023	24779	110323241	CALCARDS 032223	\$195.00
<b>US BANK XX0353 COMM DEV</b>					<b>Total Check Amount:</b>	<b>\$1,457.33</b>
V51277	US BANK XX0270 ADMIN SVCS	04/14/2023	24781	110111161	CALCARDS 032223	\$937.77
		04/14/2023	24781	110141481	CALCARDS FIN 032223	\$319.62
		04/14/2023	24781	490515151	CALCARDS FIN 032223	\$254.81
		04/14/2023	24781	110141411	CALCARDS FIN 032223	\$220.89
		04/14/2023	24781	110141431	CALCARDS FIN 032223	\$92.04
		04/14/2023	24781	110141441	CALCARDS FIN 032223	\$215.77
<b>US BANK XX0270 ADMIN SVCS</b>					<b>Total Check Amount:</b>	<b>\$2,040.90</b>
V51278	US BANK XX0650 FIRE	04/14/2023	24782	110222221	CALCARDS - 032223	\$2,869.99
		04/14/2023	24782	110222223	CALCARDS - 032223	\$585.20
		04/14/2023	24782	110222231	CALCARDS - 032223	\$1,746.47
		04/14/2023	24782	174222222	CALCARDS - 032223	(\$700.00)
		04/14/2023	24782	174222222	CALCARDS - 032223	\$882.00
		04/14/2023	24782	480515161	CALCARDS - 032223	\$296.65
		04/14/2023	24782	110	CALCARDS - 032223	(\$86.81)
		04/14/2023	24782	110222211	CALCARDS - 032223	\$2,099.82
		04/14/2023	24782	110222213	CALCARDS - 032223	\$351.78
<b>US BANK XX0650 FIRE</b>					<b>Total Check Amount:</b>	<b>\$8,045.10</b>

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51279	US BANK XX0346 IT	04/14/2023	24783	110212121	CALCARDS IT 032223	\$475.08
		04/14/2023	24783	460141474	CALCARDS IT 032223	\$2,551.21
		04/14/2023	24783	110141481	CALCARDS IT 032223	\$1,363.50
		04/14/2023	24783	110222211	CALCARDS IT 032223	\$252.81
		04/14/2023	24783	280323215	CALCARDS IT 032223	\$490.19
		04/14/2023	24783	475141471	CALCARDS IT 032223	\$3,047.84
		04/14/2023	24783	865111143	CALCARDS IT 032223	\$29.98
		04/14/2023	24783	110222223	CALCARDS IT 032223	\$65.98
		04/14/2023	24783	110515125	CALCARDS IT 032223	\$194.74
		04/14/2023	24783	110404523	CALCARDS IT 032223	\$187.47
		04/14/2023	24783	110515111	CALCARDS IT 032223	\$2,558.57
<b>US BANK XX0346 IT</b>					<b>Total Check Amount:</b>	<b>\$11,217.37</b>
V51282	US BANK XX0221 PW	04/14/2023	24784	110212121	CALCARDS 032223	\$182.01
		04/14/2023	24784	110515125	CALCARDS 032223	\$80.77
		04/14/2023	24784	410515124	CALCARDS 032223	\$124.85
		04/14/2023	24784	420515131	CALCARDS 032223	\$3,150.18
		04/14/2023	24784	430515123	CALCARDS 032223	\$1,374.89
		04/14/2023	24784	110404421	CALCARDS 032223	\$88.20
		04/14/2023	24784	110515111	CALCARDS 032223	\$96.44
		04/14/2023	24784	490515151	CALCARDS 032223	\$1,933.86
		04/14/2023	24784	490515152	CALCARDS 032223	\$243.70
		04/14/2023	24784	110222221	CALCARDS 032223	\$30.24
		04/14/2023	24784	110515143	CALCARDS 032223	\$499.79
		04/14/2023	24784	110515121	CALCARDS 032223	\$1,002.15
		04/14/2023	24784	110515141	CALCARDS 032223	\$2,010.25
		04/14/2023	24784	110515148	CALCARDS 032223	\$378.38
		04/14/2023	24784	480515161	CALCARDS 032223	\$7,337.22
<b>US BANK XX0221 PW</b>					<b>Total Check Amount:</b>	<b>\$18,532.93</b>
V51284	US BANK XX0544 POLICE	04/14/2023	24785	110212132	CAL CARDS PD 032223	\$138.74
		04/14/2023	24785	110212141	CAL CARDS PD 032223	\$519.89
		04/14/2023	24785	110212111	CAL CARDS PD 032223	\$10,110.70
		04/14/2023	24785	480515161	CAL CARDS PD 032223	\$820.97
		04/14/2023	24785	110212121	CAL CARDS PD 032223	\$1,315.22
		04/14/2023	24785	110212133	CAL CARDS PD 032223	\$3,616.67
		04/14/2023	24785	231212141	CAL CARDS PD 032223	\$87.27
		04/14/2023	24785	110141481	CAL CARDS PD 032223	\$412.40
		04/14/2023	24785	110212131	CAL CARDS PD 032223	\$2,782.07

# City Disbursement Register

Between Apr 10, 2023 12:00 AM and Apr 14, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51284	US BANK XX0544 POLICE	04/14/2023	24785	110212134	CAL CARDS PD 032223	\$1,540.96
<b>US BANK XX0544 POLICE</b>						<b>Total Check Amount: \$21,344.89</b>
V51285	US BANK XX3401 PW- ADMIN	04/14/2023	24786	110	CALCARDS 032223	\$39.84
		04/14/2023	24786	410515132	CALCARDS 032223	\$23.69
		04/14/2023	24786	430515171	CALCARDS 032223	\$932.50
		04/14/2023	24786	420515171	CALCARDS 032223	\$932.50
		04/14/2023	24786	440515122	CALCARDS 032223	\$5,278.24
		04/14/2023	24786	110515111	CALCARDS 032223	\$783.20
<b>US BANK XX3401 PW- ADMIN</b>						<b>Total Check Amount: \$7,989.97</b>
V51286	VIDO SAMARZICH, INC	04/14/2023	22565	510707466	PROG PYMT #9 FEB 2023	\$184,330.50
		04/14/2023	22565	510707626	PROG PYMT #9 FEB 2023	\$552,991.49
		04/14/2023	22565	510707454	PROG PYMT #9 FEB 2023	\$184,330.50
<b>VIDO SAMARZICH, INC</b>						<b>Total Check Amount: \$921,652.49</b>
V51287	WILLDAN FINANCIAL SERVICES	04/14/2023	23058	875141431	21/22 CDIAC SVCS	\$1,350.00
		04/14/2023	23058	890141431	21/22 CDIAC SVCS	\$1,350.00
<b>WILLDAN FINANCIAL SERVICES</b>						<b>Total Check Amount: \$2,700.00</b>
V51288	STEVEN R WULFF	04/14/2023	30415	110212111	ICI CORE COURSE	\$80.00
<b>STEVEN R WULFF</b>						<b>Total Check Amount: \$80.00</b>
V51289	REBECCA YOUNT	04/14/2023	31473	110404215	SILVER SNEAKERS	\$112.00
<b>REBECCA YOUNT</b>						<b>Total Check Amount: \$112.00</b>
<b>Voucher Subtotal</b>						<b>\$1,420,823.28</b>

**TOTAL \$1,909,381.23**

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
192508	AMERON POLE PRODUCTS, LLC	04/21/2023	26799	110515121	STREET LIGHTS-NEW (7)	\$26,186.73
<b>AMERON POLE PRODUCTS, LLC</b>						<b>Total Check Amount: \$26,186.73</b>
192509	AT&T LONG DISTANCE	04/21/2023	1737	475141471	807752441 4/3-5/2	\$38.73
<b>AT&amp;T LONG DISTANCE</b>						<b>Total Check Amount: \$38.73</b>
192510	CARBON HEALTH MEDICAL GROUP	04/21/2023	31936	110141481	HR MED SVCS MAR 2023	\$300.00
<b>CARBON HEALTH MEDICAL GROUP</b>						<b>Total Check Amount: \$300.00</b>
192511	CITY OF ANAHEIM	04/21/2023	4908	110222211	METRO CITIES 22/23 Q4	\$29,816.56
<b>CITY OF ANAHEIM</b>						<b>Total Check Amount: \$29,816.56</b>
192512	CIVILTEC ENGINEERING INC.	04/21/2023	2581	510707475	PROF SVCS BP#2 MAR23	\$2,176.25
		04/21/2023	2581	510707470	PROF SVCS BP#3 MAR23	\$6,411.25
<b>CIVILTEC ENGINEERING INC.</b>						<b>Total Check Amount: \$8,587.50</b>
192513	THE COUNSELING TEAM INTERNATIONAL	04/21/2023	13933	110222221	EMPL SUPP SVCS MAR23	\$440.00
<b>THE COUNSELING TEAM INTERNATIONAL</b>						<b>Total Check Amount: \$440.00</b>
192514	COUNTY OF ORANGE	04/21/2023	4799	110212131	ANIMALSHLTR JAN-MAR23	\$10,375.87
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$10,375.87</b>
192515	COUNTY OF ORANGE	04/21/2023	4799	110212122	PRKNG CITATIONS MAR23	\$3,386.50
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$3,386.50</b>
192516	CROWN CASTLE	04/21/2023	25608	840000000	DEVELOPER FEE REFUND	\$741.50
<b>CROWN CASTLE</b>						<b>Total Check Amount: \$741.50</b>
192517	DAVID VOLZ DESIGN	04/21/2023	31785	510707978	AROV PARK MOD THR 3/31	\$77,603.93
		04/21/2023	31785	510707978	AROV PARK MOD THR 2/28	\$104,460.37
<b>DAVID VOLZ DESIGN</b>						<b>Total Check Amount: \$182,064.30</b>
192518	DEPARTMENT OF JUSTICE	04/21/2023	13406	110141481	FINGERPRNT APPS MAR23	\$861.00
<b>DEPARTMENT OF JUSTICE</b>						<b>Total Check Amount: \$861.00</b>
192519	SOUTHERN CALIFORNIA EDISON	04/21/2023	3343	110515148	ELECTRICITY MAR 2023	\$57.73
		04/21/2023	3343	110515143	ELECTRICITY MAR 2023	\$12.71
		04/21/2023	3343	110515121	ELECTRICITY MAR 2023	\$3,908.09
		04/21/2023	3343	490515151	ELECTRICITY MAR 2023	\$29,576.60
		04/21/2023	3343	420515131	ELECTRICITY MAR 2023	\$2,123.74
<b>SOUTHERN CALIFORNIA EDISON</b>						<b>Total Check Amount: \$35,678.87</b>
192520	FIRST AMERICAN DATA TREE, LLC	04/21/2023	31301	475141471	22/23 DATA SOLUTIONS	\$3,000.00
<b>FIRST AMERICAN DATA TREE, LLC</b>						<b>Total Check Amount: \$3,000.00</b>
192521	THE GAS COMPANY	04/21/2023	3749	420515131	GAS MAR 2023	\$14.30
		04/21/2023	3749	490515151	GAS MAR 2023	\$1,055.75
<b>THE GAS COMPANY</b>						<b>Total Check Amount: \$1,070.05</b>
192522	HAROLD JOSEPH GREEN	04/21/2023	32194	110000000	PD REPORT REQ REFUND	\$3.00
<b>HAROLD JOSEPH GREEN</b>						<b>Total Check Amount: \$3.00</b>
192523	HERITAGE PLAZA	04/21/2023	29392	270323218	SENIOR SUBSIDY MAY23	\$254.00

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
HERITAGE PLAZA					Total Check Amount:	\$254.00
192524	HF&H CONSULTANTS, LLC	04/21/2023	27542	440515122	SB1383 SVCS FEB 2023	\$7,388.50
HF&H CONSULTANTS, LLC					Total Check Amount:	\$7,388.50
192525	HOLLYDALE MOBILE ESTATES	04/21/2023	29393	270323218	SENIOR SUBSIDY MAY23	\$254.00
HOLLYDALE MOBILE ESTATES					Total Check Amount:	\$254.00
192526	HYDROPRO SOLUTIONS	04/21/2023	31845	420515131	WATER METERS+ENCODERS	\$14,512.95
HYDROPRO SOLUTIONS					Total Check Amount:	\$14,512.95
192527	LAKE PARK BREA LP	04/21/2023	5289	270323218	SENIOR SUBSIDY MAY23	\$508.00
LAKE PARK BREA LP					Total Check Amount:	\$508.00
192528	LAKEMAN CHASSIS	04/21/2023	12885	480515161	REPAIR DRAWERS	\$310.43
LAKEMAN CHASSIS					Total Check Amount:	\$310.43
192529	LEAGUE OF CALIFORNIA CITIES	04/21/2023	1129	260515121	2023STREET/RDS NEEDS	\$500.00
LEAGUE OF CALIFORNIA CITIES					Total Check Amount:	\$500.00
192530	LU'S LIGHTHOUSE, INC.	04/21/2023	28330	480515161	BACK UP ALARMS	\$180.94
LU'S LIGHTHOUSE, INC.					Total Check Amount:	\$180.94
192531	MARINA LANDSCAPE, INC	04/21/2023	25023	343515112	RETENTION-BIRCHST IMP	\$3,735.00
MARINA LANDSCAPE, INC					Total Check Amount:	\$3,735.00
192532	MILLER MENDEL, INC.	04/21/2023	31793	110212111	SOCIAL MEDIA REPORTS	\$80.00
MILLER MENDEL, INC.					Total Check Amount:	\$80.00
192533	NATIONAL TESTING NETWORK, INC	04/21/2023	25909	110141481	LAW ENF TESTING	\$55.00
NATIONAL TESTING NETWORK, INC					Total Check Amount:	\$55.00
192534	NEON ONE - ARTS PEOPLE	04/21/2023	31922	110404542	TICKET FEES MAR 2023	\$137.20
NEON ONE - ARTS PEOPLE					Total Check Amount:	\$137.20
192535	ODP BUSINESS SOLUTIONS, LLC	04/21/2023	31709	110212112	OFFICE SUPPLIES	\$45.54
		04/21/2023	31709	110404521	OFFICE SUPPLIES	\$90.23
		04/21/2023	31709	110212121	OFFICE SUPPLIES	\$188.41
ODP BUSINESS SOLUTIONS, LLC					Total Check Amount:	\$324.18
192536	ORANGE VILLA SENIOR APARTMENTS	04/21/2023	29394	270323218	SENIOR SUBSIDY MAY23	\$254.00
ORANGE VILLA SENIOR APARTMENTS					Total Check Amount:	\$254.00
192537	PREMIUM RV INC.	04/21/2023	11981	480515161	JACK	\$81.16
PREMIUM RV INC.					Total Check Amount:	\$81.16
192538	PUENTE HILLS FORD	04/21/2023	25742	480515161	ENGINE MOUNTS	\$314.07
		04/21/2023	25742	480515161	MOTOR MOUNTS	\$130.02
		04/21/2023	25742	480515161	HOSE	\$75.26
		04/21/2023	25742	480515161	PLUGS	\$20.59
		04/21/2023	25742	480515161	COOLANT BOTTLE	\$118.58
		04/21/2023	25742	480515161	CORE DEPOSIT CREDIT	(\$76.65)
		04/21/2023	25742	480515161	STRUT MOUNT	\$111.41

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
PUENTE HILLS FORD					Total Check Amount:	\$693.28
192539	RAINBOW ANGEL ACADEMY	04/21/2023	32195	110	CRED BAL REFUND-THTR	\$460.00
RAINBOW ANGEL ACADEMY					Total Check Amount:	\$460.00
192540	RK ENGINEERING GROUP, INC.	04/21/2023	31539	110515141	SKTEPRK SOUNDSTUDYMTG	\$370.00
RK ENGINEERING GROUP, INC.					Total Check Amount:	\$370.00
192541	SOUTH COAST ELECTRICAL, INC.	04/21/2023	32080	490515151	GENERATOR SVC (CCC)	\$2,135.00
SOUTH COAST ELECTRICAL, INC.					Total Check Amount:	\$2,135.00
192542	SPARKLETTS	04/21/2023	3001	110111161	COUNCIL MTG WTR MAR23	\$21.04
		04/21/2023	3001	110111161	CCC FOUNTN WTR MAR23	\$9.18
SPARKLETTS					Total Check Amount:	\$30.22
192543	T&B PLANNING, INC	04/21/2023	32116	84032323E	BREAGASLTCEQA FEB/MAR	\$23,891.71
T&B PLANNING, INC					Total Check Amount:	\$23,891.71
192544	T-MOBILE	04/21/2023	24748	110212121	PHONE INV 2/2-2/11/23	\$25.00
T-MOBILE					Total Check Amount:	\$25.00
192545	UNIFIRST CORPORATION	04/21/2023	27988	110212131	PD LAUNDRY SVCS 2/27	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 3/6	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 1/16	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 3/27	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 2/20	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 3/13	\$24.88
		04/21/2023	27988	110212131	PD LAUNDRY SVCS 3/20	\$24.88
UNIFIRST CORPORATION					Total Check Amount:	\$174.16
192546	UNITED PARCEL SERVICE	04/21/2023	3174	110141441	SHIPPING CHGS FEB/MAR	\$100.87
UNITED PARCEL SERVICE					Total Check Amount:	\$100.87
192547	UNITED PARCEL SERVICE	04/21/2023	3174	110141441	SHIPPING CHGS MAR/APR	\$208.83
UNITED PARCEL SERVICE					Total Check Amount:	\$208.83
192548	VERIZON CONNECT NWF, INC.	04/21/2023	25293	480515161	PW GPS SVC MAR 2023	\$924.85
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$924.85
192549	WOODSBORO PTA	04/21/2023	27767	110	CREDIT BAL-LION KING	\$840.00
		04/21/2023	27767	110	RENTAL DEPOSIT REFUND	\$500.00
WOODSBORO PTA					Total Check Amount:	\$1,340.00
192550	YORBA REGIONAL ANIMAL HOSPITAL	04/21/2023	18528	110212131	VET SVCS-MIRK 9/6/22	\$136.46
		04/21/2023	18528	110212131	VET SVCS-KYLO 9/28/22	\$262.52
		04/21/2023	18528	110212131	VET SVCS-KYLO 12/5/21	\$164.59
		04/21/2023	18528	110212131	VET SVCS-KYLO 4/6/23	\$1,040.68
YORBA REGIONAL ANIMAL HOSPITAL					Total Check Amount:	\$1,604.25
Check Subtotal						\$363,084.14

## City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51290	ADAMSON POLICE PRODUCTS	04/21/2023	4023	110212134	SWAT FLASH BANGS	\$1,930.70
		04/21/2023	4023	110212111	UNIFORMS	\$812.44
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$2,743.14</b>
V51291	ALL CITY MANAGEMENT SERVICES INC	04/21/2023	6604	110212132	CRSSNG GRDS 0219-0304	\$2,577.00
<b>ALL CITY MANAGEMENT SERVICES INC</b>					<b>Total Check Amount:</b>	<b>\$2,577.00</b>
V51292	AMERICAN LEGAL PUBLISHING CORP	04/21/2023	3794	110111161	S-27 FOLIO EDIT MAR23	\$1,371.11
<b>AMERICAN LEGAL PUBLISHING CORP</b>					<b>Total Check Amount:</b>	<b>\$1,371.11</b>
V51293	ANAHEIM GLASS, INC.	04/21/2023	21760	510707982	BCC OFFICE WINDOWS	\$4,506.30
<b>ANAHEIM GLASS, INC.</b>					<b>Total Check Amount:</b>	<b>\$4,506.30</b>
V51294	ARC DOCUMENT SOLUTIONS, LLC	04/21/2023	23645	510707978	PLAN COPIES	\$612.98
<b>ARC DOCUMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$612.98</b>
V51295	AVCOGAS PROPANE SALES & SERVICES	04/21/2023	22047	480515161	PROPANE 185.9 GALS	\$589.55
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>					<b>Total Check Amount:</b>	<b>\$589.55</b>
V51296	B & S GRAPHICS INC.	04/21/2023	24357	480515161	DECALS	\$702.85
<b>B &amp; S GRAPHICS INC.</b>					<b>Total Check Amount:</b>	<b>\$702.85</b>
V51297	BAB STEERING HYDRAULICS INC.	04/21/2023	18365	480515161	BRAKE REPAIRS	\$4,424.29
<b>BAB STEERING HYDRAULICS INC.</b>					<b>Total Check Amount:</b>	<b>\$4,424.29</b>
V51298	ALFRED-ANDREW BOWEN	04/21/2023	31372	110404523	SOUNDBATH	\$180.00
<b>ALFRED-ANDREW BOWEN</b>					<b>Total Check Amount:</b>	<b>\$180.00</b>
V51299	BREA AUTO BODY, INC.	04/21/2023	27982	490515151	POWDER COAT CABINETS	\$1,271.83
<b>BREA AUTO BODY, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,271.83</b>
V51300	BREA TOWING	04/21/2023	16399	110212121	TOWING (INV) MAR 2023	\$1,176.60
		04/21/2023	16399	110212132	TOWING (TFC) MAR 2023	\$2,540.70
<b>BREA TOWING</b>					<b>Total Check Amount:</b>	<b>\$3,717.30</b>
V51301	BUCKNAM INFRASTRUCTURE GROUP, INC	04/21/2023	23775	260515121	PMP UPDATE	\$4,299.36
<b>BUCKNAM INFRASTRUCTURE GROUP, INC</b>					<b>Total Check Amount:</b>	<b>\$4,299.36</b>
V51302	CABINET MAGIC, INC.	04/21/2023	19581	510707980	FS2 BC BED INSTALL	\$3,750.00
<b>CABINET MAGIC, INC.</b>					<b>Total Check Amount:</b>	<b>\$3,750.00</b>
V51303	CALIFORNIA FORENSIC PHLEBOTOMY INC.	04/21/2023	4488	110212131	PHLEBOTOMY SVCS MAR23	\$1,110.00
<b>CALIFORNIA FORENSIC PHLEBOTOMY INC.</b>					<b>Total Check Amount:</b>	<b>\$1,110.00</b>
V51304	CANNINGS ACE HARDWARE	04/21/2023	15828	480515161	SCREWS	\$11.37
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$11.37</b>
V51305	CANON FINANCIAL SERVICES, INC.	04/21/2023	20648	110141441	FS1-4 CPR LEASE APR23	\$101.28
		04/21/2023	20648	110141441	FS1-4 PRNT CHGS FEB23	\$23.37
		04/21/2023	20648	110141441	FS1-4 PRNT CHGS MAR23	\$40.83
		04/21/2023	20648	110141441	FS1-4 CPR LEASE MAR23	\$101.28
<b>CANON FINANCIAL SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$266.76</b>

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51306	COMLOCK SECURITY-GROUP	04/21/2023	13625	490515151	KEYS	\$83.25
<b>COMLOCK SECURITY-GROUP</b>						<b>Total Check Amount: \$83.25</b>
V51307	THE CONNECTION CORPORATION	04/21/2023	31669	110404523	COUNSELING SVCS MAR23	\$3,960.00
<b>THE CONNECTION CORPORATION</b>						<b>Total Check Amount: \$3,960.00</b>
V51308	CORELOGIC	04/21/2023	25542	280323215	REAL EST LISTNG MAR23	\$185.00
<b>CORELOGIC</b>						<b>Total Check Amount: \$185.00</b>
V51309	CSG CONSULTANTS	04/21/2023	25540	110000000	PLAN CHECK THRU 2/28	(\$1,050.00)
		04/21/2023	25540	84032324P	PLAN CHECK THRU 2/28	\$8,555.00
<b>CSG CONSULTANTS</b>						<b>Total Check Amount: \$7,505.00</b>
V51310	ECONOLITE SYSTEMS, INC.	04/21/2023	27147	110515121	E/O SIGNAL MNT MAR23	\$6,454.92
		04/21/2023	27147	110515121	MO. SIGNAL MNT MAR23	\$3,147.43
<b>ECONOLITE SYSTEMS, INC.</b>						<b>Total Check Amount: \$9,602.35</b>
V51311	GALE SUPPLY COMPANY	04/21/2023	21090	490515151	JANITORIAL SUPPLIES	\$1,746.79
<b>GALE SUPPLY COMPANY</b>						<b>Total Check Amount: \$1,746.79</b>
V51312	RAY GONZALEZ	04/21/2023	31019	110404424	UMPIRE FEE 4/3/2023	\$102.00
		04/21/2023	31019	110404424	UMPIRE FEE 4/10/2023	\$102.00
<b>RAY GONZALEZ</b>						<b>Total Check Amount: \$204.00</b>
V51313	GRAINGER	04/21/2023	13634	480515161	INVERTER	\$139.33
<b>GRAINGER</b>						<b>Total Check Amount: \$139.33</b>
V51314	RYAN GRECO	04/21/2023	27772	174222222	PARAMEDIC LIC RENEWAL	\$250.00
<b>RYAN GRECO</b>						<b>Total Check Amount: \$250.00</b>
V51315	HAAKER EQUIPMENT CO.	04/21/2023	4297	480515161	CLEATS	\$40.41
		04/21/2023	4297	480515161	HOSE ASSEMBLY	\$137.38
<b>HAAKER EQUIPMENT CO.</b>						<b>Total Check Amount: \$177.79</b>
V51316	GABRIEL HANNAH	04/21/2023	17533	110404424	UMPIRE FEE 4/10/2023	\$102.00
		04/21/2023	17533	110404424	UMPIRE FEE 4/3/2023	\$102.00
<b>GABRIEL HANNAH</b>						<b>Total Check Amount: \$204.00</b>
V51317	HARRIS & ASSOCIATES, INC.	04/21/2023	7839	120323231	GENPLN AUDIT 2/26-4/1	\$12,966.25
<b>HARRIS &amp; ASSOCIATES, INC.</b>						<b>Total Check Amount: \$12,966.25</b>
V51318	HCI SYSTEMS INC	04/21/2023	25112	490515151	FIRE ALARM SVC 3/13	\$510.00
<b>HCI SYSTEMS INC</b>						<b>Total Check Amount: \$510.00</b>
V51319	HI SIGN	04/21/2023	4693	110404523	WINDOW VINYL - BRC	\$420.23
<b>HI SIGN</b>						<b>Total Check Amount: \$420.23</b>
V51320	HITECH SOFTWARE INC	04/21/2023	19937	110515125	CARCOUNT SYST MNT APR	\$1,345.00
<b>HITECH SOFTWARE INC</b>						<b>Total Check Amount: \$1,345.00</b>
V51321	INLAND ROUND BALL OFFICIALS INC.	04/21/2023	31906	110404424	REFEREE FEE 0329-0404	\$1,350.00
		04/21/2023	31906	110404424	REFEREE FEE 0406-0411	\$580.00
<b>INLAND ROUND BALL OFFICIALS INC.</b>						<b>Total Check Amount: \$1,930.00</b>

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51322	K PRO STONE CARE	04/21/2023	20535	490515151	TILE WORK/REPAIR-BCC	\$2,800.00
K PRO STONE CARE					Total Check Amount:	\$2,800.00
V51323	KRISTOFER KATAOKA	04/21/2023	18385	110404542	MILEAGE APR 2023	\$25.55
KRISTOFER KATAOKA					Total Check Amount:	\$25.55
V51324	KELLY SPICERS STORES	04/21/2023	31267	110141441	SUPPLIES	\$222.23
KELLY SPICERS STORES					Total Check Amount:	\$222.23
V51325	RYAN JOSEPH KLUG	04/21/2023	29363	110212111	CDR ANALYST COURSE	\$40.00
RYAN JOSEPH KLUG					Total Check Amount:	\$40.00
V51326	KREUZER CONSULTING GROUP	04/21/2023	22072	510707326	DESIGN SVCS THRU 3/31	\$1,980.50
KREUZER CONSULTING GROUP					Total Check Amount:	\$1,980.50
V51327	KRONOS INCORPORATED	04/21/2023	22688	110222223	IVR TELESTAFF FEB23	\$10.69
KRONOS INCORPORATED					Total Check Amount:	\$10.69
V51328	LEHR	04/21/2023	26035	480515161	CONTROL BOX REPAIR	\$934.81
		04/21/2023	26035	480515161	SPEAKER BRACKET	\$256.66
LEHR					Total Check Amount:	\$1,191.47
V51329	LEIGHTON CONSULTING, INC	04/21/2023	22203	510707626	GEOTECH SVCS FEB 2023	\$298.71
		04/21/2023	22203	510707454	GEOTECH SVCS FEB 2023	\$452.33
		04/21/2023	22203	510707466	GEOTECH SVCS FEB 2023	\$102.41
LEIGHTON CONSULTING, INC					Total Check Amount:	\$853.45
V51330	LOS ANGELES TRUCK CENTERS, LLC	04/21/2023	7300	480515161	POWER STEERING BOX	\$242.84
LOS ANGELES TRUCK CENTERS, LLC					Total Check Amount:	\$242.84
V51331	MINER, LTD	04/21/2023	27173	490515151	ROOF HATCH REPAIR	\$2,970.10
MINER, LTD					Total Check Amount:	\$2,970.10
V51332	MUNICIPAL WATER DISTRICT	04/21/2023	3784	420515131	WATER DELIVERY MAR23	\$8,826.38
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$8,826.38
V51333	NIEVES LANDSCAPE, INC.	04/21/2023	31375	343515112	MD#3 LANDSCAPE APR23	\$2,398.50
		04/21/2023	31375	110515141	PARKS MOWING APR 2023	\$10,167.00
		04/21/2023	31375	346515112	MD#6 LANDSCAPE APR23	\$6,019.42
		04/21/2023	31375	347515112	MD#7 LANDSCAPE APR23	\$1,191.33
		04/21/2023	31375	341515112	MD#1 LANDSCAPE APR23	\$1,415.00
		04/21/2023	31375	360515145	WC PARK LNDSCPE APR23	\$4,986.00
		04/21/2023	31375	110515143	MED/GREENBELTS APR23	\$12,508.75
NIEVES LANDSCAPE, INC.					Total Check Amount:	\$38,686.00
V51334	EDGAR BIENFRED PADILLA	04/21/2023	12386	110212111	BCKGRND INVESTIGATION	\$32.00
EDGAR BIENFRED PADILLA					Total Check Amount:	\$32.00
V51335	PARACLETE FIRE AND SAFETY, INC.	04/21/2023	17760	110212131	FIRE EXT SVC 2/23/23	\$221.22
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$221.22
V51336	PINNACLE HEALTHCARE	04/21/2023	32193	110141481	PRE-EMPL EVALUATION	\$135.00

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>PINNACLE HEALTHCARE</b>						<b>Total Check Amount: \$135.00</b>
V51337	PLUMBING WHOLESALE OUTLET, INC.	04/21/2023	18392	110515125	SC:INV#S100636237.001	\$0.86
		04/21/2023	18392	490515151	PLUMBING PARTS	\$261.56
		04/21/2023	18392	110515143	SC:INV#S100637116.001	\$4.73
		04/21/2023	18392	490515151	SC:INV#S100636731.001	\$7.18
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$274.33</b>
V51338	PRIME SYSTEMS INDUSTRIAL AUTOMATION	04/21/2023	27059	420515131	SCADA TROUBLESHOOTING	\$8,138.68
<b>PRIME SYSTEMS INDUSTRIAL AUTOMATION</b>						<b>Total Check Amount: \$8,138.68</b>
V51339	R.J. NOBLE COMPANY	04/21/2023	1076	420515131	ASPHALT	\$573.23
<b>R.J. NOBLE COMPANY</b>						<b>Total Check Amount: \$573.23</b>
V51340	RCS INVESTIGATIONS & CONSULTING LLC	04/21/2023	22534	110212111	BCKGRND INVESTIGATION	\$3,300.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$3,300.00</b>
V51341	ROTH STAFFING COMPANIES LP	04/21/2023	27579	110222211	TEMP STAFF 1/15/2023	\$1,436.48
		04/21/2023	27579	110222211	TEMP STAFF 1/22/2023	\$1,094.20
		04/21/2023	27579	110222211	TEMP STAFF 2/19/2023	\$1,391.59
		04/21/2023	27579	110222211	TEMP STAFF 3/19/2023	\$1,436.48
		04/21/2023	27579	110222211	TEMP STAFF 2/5/2023	\$1,414.04
		04/21/2023	27579	110222211	TEMP STAFF 3/12/2023	\$1,077.36
		04/21/2023	27579	110222211	TEMP STAFF 3/5/2023	\$1,436.48
		04/21/2023	27579	110222211	TEMP STAFF 2/12/2023	\$1,795.60
		04/21/2023	27579	110222211	TEMP STAFF 3/26/2023	\$1,761.93
		04/21/2023	27579	110222211	TEMP STAFF 1/29/2023	\$1,795.60
		04/21/2023	27579	110222211	TEMP STAFF 2/26/2023	\$1,436.48
<b>ROTH STAFFING COMPANIES LP</b>						<b>Total Check Amount: \$16,076.24</b>
V51342	RUSSELL SIGLER INC.	04/21/2023	21638	490515151	LIMIT SWITCH	\$14.20
<b>RUSSELL SIGLER INC.</b>						<b>Total Check Amount: \$14.20</b>
V51343	SC FUELS	04/21/2023	16654	480515161	REG UNL ETH 4010 GALS	\$16,317.23
<b>SC FUELS</b>						<b>Total Check Amount: \$16,317.23</b>
V51344	SHRED-IT USA	04/21/2023	7438	110111161	DOC SHRED MAR 2023	\$5.33
		04/21/2023	7438	110212122	DOC SHRED MAR 2023	\$93.34
		04/21/2023	7438	470141483	DOC SHRED MAR 2023	\$5.33
<b>SHRED-IT USA</b>						<b>Total Check Amount: \$104.00</b>
V51345	SIGNARAMA OF ANAHEIM	04/21/2023	12440	110	MEM PLAQUE - KRUGER	\$56.57
		04/21/2023	12440	110515144	MEM PLAQUE - BECKMAN	\$66.57
<b>SIGNARAMA OF ANAHEIM</b>						<b>Total Check Amount: \$123.14</b>
V51346	KYLE BRADFORD SMITH	04/21/2023	31025	174222222	PARAMEDIC LIC/NREMT	\$974.00
<b>KYLE BRADFORD SMITH</b>						<b>Total Check Amount: \$974.00</b>

# City Disbursement Register

Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V51347	SOUTH COAST EMERGENCY VEHICLE SVC	04/21/2023	31883	480515161	HOSE COVERS	\$1,599.59
		04/21/2023	31883	480515161	MANUAL OVERRDE SWITCH	\$1,212.15
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$2,811.74
V51348	SUN BADGE CO.	04/21/2023	2293	110212111	RECRUIT HAT PINS	\$278.49
		SUN BADGE CO.				Total Check Amount:
V51349	THOMSON REUTERS - WEST	04/21/2023	22020	110212121	CLRLAW ENF+ ENT DEC22	\$535.94
		THOMSON REUTERS - WEST				Total Check Amount:
V51350	TITAN WATER TECHNOLOGY, INC.	04/21/2023	25776	490515151	WTR TREATMNT HVAC3/23	\$336.41
		TITAN WATER TECHNOLOGY, INC.				Total Check Amount:
V51351	TROPICAL PLAZA NURSERY, INC	04/21/2023	2062	110515143	GATEWAY CENTER APR23	\$1,438.50
		04/21/2023	2062	110515141	FOUNDERS PARK APR23	\$1,625.00
		04/21/2023	2062	110515141	OLINDA RANCH APR23	\$1,950.00
		04/21/2023	2062	345515112	MD#5 LANDSCAPE APR23	\$2,726.85
		04/21/2023	2062	420515131	CITY RESERVOIRS APR23	\$1,662.15
		TROPICAL PLAZA NURSERY, INC				Total Check Amount:
V51352	TURBO DATA SYSTEMS, INC.	04/21/2023	1472	110212122	CITATION PROC MAR23	\$635.83
		04/21/2023	1472	110212122	HHTPM LEASE/MNT MAR23	\$312.48
		TURBO DATA SYSTEMS, INC.				Total Check Amount:
V51353	UNITED ROTARY BRUSH CORPORATION	04/21/2023	16649	480515161	SWEEPER BROOMS	\$697.66
		04/21/2023	16649	480	SWEEPER BRMS S/TAX	(\$50.18)
		UNITED ROTARY BRUSH CORPORATION				Total Check Amount:
V51354	VINTAGE CREEK SENIOR APARTMENTS LP	04/21/2023	29395	270323218	SENIOR SUBSIDY MAY23	\$508.00
		04/21/2023	29395	270323218	SR SUBSIDY APR23 ADJ	(\$254.00)
		VINTAGE CREEK SENIOR APARTMENTS LP				Total Check Amount:
V51355	FRANCESCA GIULIANA VIVANTI	04/21/2023	32128	440515122	MILEAGE MAR 2023	\$34.06
		FRANCESCA GIULIANA VIVANTI				Total Check Amount:
V51356	WALTERS WHOLESALE ELECTRIC	04/21/2023	1667	490515152	PHOTO CELL	\$128.52
		WALTERS WHOLESALE ELECTRIC				Total Check Amount:
V51357	MATTHEW ERIC WENDLING	04/21/2023	27564	110212111	DIVERSIONARY DEV INST	\$78.00
		MATTHEW ERIC WENDLING				Total Check Amount:
V51358	WEST GROVE VOLLEYBALL, LLC	04/21/2023	32196	110404145	BEG/INT VOLLEYBALL	\$132.00
		WEST GROVE VOLLEYBALL, LLC				Total Check Amount:
V51359	SARA L. WOODWARD	04/21/2023	26083	110212122	MILEAGE MAR 2023	\$91.31
		SARA L. WOODWARD				Total Check Amount:
V51360	ZOLL MEDICAL CORPORATION	04/21/2023	23538	174222222	AED BATTERIES	\$1,866.77
		ZOLL MEDICAL CORPORATION				Total Check Amount:
Voucher Subtotal						\$195,040.84

## City Disbursement Register

*Between Apr 17, 2023 12:00 AM and Apr 21, 2023 11:59 PM*

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
------------	-------------	---------------	-------------	-------------	-------------	--------

**TOTAL \$558,124.98**