AMENDED AGENDA

REGULAR MEETING
CYPRESS CITY COUNCIL
April 10, 2023
4:00 P.M.

www.cypressca.org

5275 Orange Avenue
Cypress, California

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda.

AGENDA AMENDMENTS

- Agenda Item No. 1 - Public comment letter from Warland Investments Company attached.
- Agenda Item No. 12 - 'VVS Rate Adjustment Letter' attachment updated to correct a typographical error.

NOTICE

Pursuant to Government Code Section 54953(b), this Regular City Council Meeting includes teleconference participation by:

- Mayor Pro Tem Scott Minikus from W Chicago - City Center, 172 W Adams Street, Chicago IL 60603

CALL TO ORDER

4:00 P.M.
Executive Board Room

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

ORAL COMMUNICATIONS ON CLOSED SESSION/WORKSHOP ITEMS (Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on Closed Session/Workshop items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a

Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Negotiators: City Manager and Director of Finance and Administrative Services
Employee Group: Cypress Police Management Association

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Southwest Voter Registration Education Project v. City of Cypress
Case No. 30-2022-01270865-CU-CR-CJC
Orange County Superior Court

LIABILITY CLAIMS
Pursuant to Section 54956.95
Claimant: Council Member Frances Marquez
Agency claimed against: City of Cypress

RECONVENE
6:00 P.M.
Council Chambers

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez
Council Member Bonnie Peat

INVOCATION SeaCoast Grace Church

PLEDGE OF ALLEGIANCE

REPORT OF WORKSHOP AGENDA / CLOSED SESSION
City Manager/City Attorney

PRESENTATIONS

National Public Safety Telecommunications Week

ORAL COMMUNICATIONS ON AGENDA ITEMS (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on agenda items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

PUBLIC HEARINGS (Three minutes per speaker.)

The public may address the City Council on public hearing items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first.

Council Members should disclose communications with anyone relevant to a Public Hearing item.

1. **Approve a Site Plan Review, Tentative Parcel Map, and Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation: Adopt Resolutions approving a Site Plan Review and Tentative Parcel Map, and approve a Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive.

2. **Approve Conditional Use Permit No. 2023-02 for Eight Apartments at 8561 Belmont Street**

   Prepared by: Alicia Velasco, Planning Director

   Recommendation: Adopt a Resolution approving Conditional Use Permit No. 2023-03, subject to the attached conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

3. **Receive and File Public Comments Submitted for the April 10, 2023 City Council Meeting**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Receive and file submitted public comments.

4. Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

5. Approve Minutes - Meeting of March 20, 2023 and March 27, 2023

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve as submitted.

6. Accept the Arterial Rehabilitation, Project 316

Prepared by: Doug Dancs, Director of Public Works

Recommendation:

1. Accept the Arterial Rehabilitation, Project 316, in the amount of $1,738,259.02 and approve the final payment of $124,813.14 to Hardy and Harper, Inc.; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

7. Adopt a Resolution approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds with CVS, Allergan, Teva, Walmart and Walgreens

Prepared by: Peter Grant, City Manager

Recommendation: Adopt a Resolution approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds with Teva, Allergan, CVS, Walgreens, and Walmart.

8. Approve an Agreement for Property Management Services for 5121 Myra Avenue

Prepared by: Peter Grant, City Manager

Recommendation:

1. Approve an agreement with PMI Patron Management for property management services at 5121 Myra Avenue for an amount not to exceed $25,000; and

2. Authorize the City Manager to finalize and execute the agreement.

9. Approve a Contract Amendment for Tree Maintenance Services

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Approve a $36,800 contract amendment to the agreement with Great Scott Tree Services, Inc. for on-call tree maintenance services.

10. Second Reading of Ordinance Amending the Municipal Code to Incorporate City Council Approved Changes to Agenda Structure

Prepared by: Alisha Farnell, City Clerk

Recommendation: Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Sections 2-1 and 2-2, and subsections thereunder, of the Municipal Code relating to the conduct of City Council meetings.

11. Proclaim the Week of April 9-15, 2023 as National Public Safety Telecommunicators Week

Prepared by: Alisha Farnell, City Clerk

Recommendation: Proclaim the week of April 9-15, 2023 as National Public Safety Telecommunicators Week.

12. Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

Prepared by: Doug Dancs, Director of Public Works

Recommendation: Receive the annual solid waste franchise Consumer Price Index rate adjustment.

13. Receive and File the Single Audit Report for the Fiscal Year Ended June 30, 2022

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and File the Single Audit Report for the Fiscal Year Ended June 30, 2022.

14. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 11, 2023 through March 24, 2023

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached payment register summarized below for the period of March 11, 2023 through March 24, 2023:

- Electronic Funds Transfers 12806 through 12890
- Warrants 61950 through 62069
- Payroll Transfers W1498

NEW BUSINESS

15. Approve Non-Profit Grant Awards for Fiscal Years 2023-24 and 2024-25

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation: Approve $1,466,660 for the Non-Profit Grant Request Program for Fiscal Years 2023-24 and 2024-25.

16. Approve Pandemic Recovert Plan Business Recovery and Support Programs

Prepared by: Alicia Velasco, Planning Director

Recommendation:

1. Approve the first phase of the Pandemic Recovery Plan's Business Recovery and Support Programs; and

2. Appropriate $365,000 in the General Fund to fund the programs; and

3. Adopt a Resolution approving the donation of General Funds to eligible businesses; and

4. Authorize the City Manager to administer the programs, including entering into agreements, determining eligibility, approving applications, and dispersing funds.

ORAL COMMUNICATIONS ON ITEMS NOT ON THE AGENDA (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on any item within the subject matter jurisdiction of the City Council. Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on its agenda. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at adm@cypressca.org or by calling 714-229-6699.

ITEMS FROM CITY COUNCIL MEMBERS

17. Discuss and Provide Direction Regarding City Council Consideration of Ordinance No. 1193 on April 24, 2023

Prepared by: Peter Grant, City Manager

Recommendation:

1. Provide direction regarding the portions of Ordinance No. 1193 the City Council will discuss at its April 24, 2023 meeting.

2. Direct Council Members to provide all proposed changes to the portions of Ordinance No. 1193 that the City Council will discuss at its April 24, 2023 meeting to the City Manager no later than 9:00 AM on Monday, April 17, 2023.

COUNCIL MEMBER REPORTS AND REMARKS

CITY MANAGER REMARKS

ADJOURNMENT - IN MEMORY OF CYPRESS RESIDENT ANDY LACHINA

The next meeting will be an adjourned Regular Meeting, to be held on Monday, April 24, 2023, beginning at 5:30 p.m. in the Executive Board Room.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 6th day of April, 2023.

_____

Alisha Farnell, City Clerk

PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.

2. Attend Virtually via Webinar. Follow this link: **https://attendee.gotowebinar.com/register/3617048438971525207**. Advance registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items/ Public Hearings/ Oral Communications on Items Not on the Agenda. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.

 = Hand Raise  = Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the City Council agenda as a Consent Calendar item.

4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

5. Listen to the Meeting. Listen-only teleconferencing is available by calling (914) 614-3221 and entering Access Code 999-684-558. No registration or audio pin is necessary.

INVOCATION POLICY

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **1.**

FROM: Alicia Velasco, Planning Director

DATE: 04/10/2023

SUBJECT: Approve a Site Plan Review, Tentative Parcel Map, and Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive

RECOMMENDATION

Adopt Resolutions approving a Site Plan Review and Tentative Parcel Map, and approve a Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive.

SUMMARY

GLC Cypress, LLC (Goodman) applied for a Site Plan Review and Tentative Parcel Map for the redevelopment of 5757 Plaza Drive. The project consists of two new warehouse buildings (combined 390,000 square feet) and 460 parking spaces. The existing building, which was originally developed as a warehouse, will be demolished. An Initial Study and Mitigated Negative Declaration were prepared and found that, with mitigation and the recommended conditions of approval, no significant impacts will result from the project. The project is recommended for approval because it complies with the intent, requirements, and development standards of the General Plan, the McDonnell Center Specific Plan, and the Subdivision Map Act.

DISCUSSION

Background

The McDonnell Center Specific Plan was adopted in 1982 (and amended in 1994) and designates 71.23 acres for business park uses. The existing warehouse was approved in 1984, with approvals for expansion and loading docks in 1987 and 2001. The City Council approved modifications to the building in 2021; however, construction was never initiated.

In 2000, the former property owner purchased a strip of former Union Pacific Railway right-of-way to the north of the site and built additional parking. Because the property was owned by Union Pacific, it is not included in the McDonnell Center Specific Plan and is zoned Semi-Public (PS). The PS zone was established to set aside properties for public uses; therefore, the parking within this area is required to be available for public use from 7 p.m. to 6 a.m., Monday through Friday, and all day on Saturday and Sunday (CUP No. 2000-04).

This requirement remains, is recorded against the property, and is incorporated into the recommended conditions of approval.

Project Description

The project is an 18.6-acre site on Plaza Drive west of Valley View Street. It includes two warehouse buildings separated by a loading area and surface parking. The proposed tentative parcel map divides the site into two parcels, each with one warehouse.

Building 1, on the eastern parcel, is 204,909 square feet (sf) and includes a 194,909 sf warehouse and 10,000 sf of office space. Building 2, on the western parcel, is 185,359 sf and includes a 175,359 sf warehouse and 10,000 sf of office space. Each building has 25 dock high loading doors facing the interior and separated by a 135-foot truck court. Surface parking (460 spaces) is located around the perimeter of the project, along with ornamental landscaping.

Subject Property and Surrounding Land Uses

The site is currently developed with a 338,653 sf two-story warehouse, surface parking and landscaping. Water, sewer, and dry utilities along Plaza Drive serve the site. The warehouse will be demolished as part of the project.

The project is bounded by the following uses:

Direction	Land Use	Zoning
North	Office/Light Industrial	PC 5 – Cypress View Limited Specific Plan
South	Office/Parking Garage	PC 3 – McDonnell Center Specific Plan
East	Office/Surface Parking	PC 3 – McDonnell Center Specific Plan
West	Office/Surface Parking	PC 3 – McDonnell Center Specific Plan

Regulatory Control

General Plan/Zoning/Specific Plan and Required Discretionary Actions

The General Plan designates the majority of the site as Specific Plan Area and is zoned PC-3, subject to the McDonnell Center Specific Plan (Specific Plan). The site is in Planning Area 2 of the Specific Plan, which is intended for warehousing and light industrial uses. Warehouses are a permitted use in Planning Area 2.

The Specific Plan requires Site Plan Review for all developments that require a building permit and increase square footage. Section VI.C.6 of the Specific Plan establishes the required findings for approval of a Site Plan Review, which are included with the resolution. Uses permitted by right in the Specific Plan, such as light manufacturing, storage, and warehousing are able to occupy a building(s) through an administrative review process. Other uses, such as recycling centers, vocational schools, or distribution facilities, require the City Council review and approval of a Condition Use Permit. No tenants are identified for either building.

A tentative parcel map (TPM) requires City Council approval subject to required findings outlined in both the Subdivision Ordinance and State law. The required findings for approval of the TPM are included in the attached resolution.

Development Standards

The project meets all Specific Plan development standards:

Standards	Required	Proposed

Minimum Building Setback (from Plaza Dr.)	30 feet	83’-11”
Minimum Building Setback (from interior PL)	5 feet	West: 66’-6” North: 59’-9” East: 42’-0”
Minimum Surface Parking Setbacks	10 feet	16’-10”
Maximum Height	99 feet	47’-6”
Maximum Lot Coverage	60%	46.8%
Maximum Floor Area Ratio	1.0	0.48

Site Plan Review

Access, Parking, and Loading

The site is accessible by four existing driveways along Plaza Drive which provide access to internal drive aisles and the loading area. To provide ADA-required pedestrian access, a condition of approval requires the installation of a five-foot wide sidewalk along Plaza Drive connecting to the existing sidewalk west of the site (Condition No. 15.1).

The Specific Plan establishes minimum parking requirements by use. The project exceeds the requirement.

Land Use	Parking Standards	Parking Required
Office	1 space / 250 sf	80 Spaces
Warehousing		370
Spaces Required		**450 spaces**
Spaces Provided		**460 spaces**

The northernmost 60 feet of the site is in the PS zone. CUP No. 2000-04 required an easement restricting the parking in this area to public parking to maintain consistency with the intent of the PS zone. The site plan includes 118 parking spaces in the PS zone. Conditions are recommended to ensure the easement is recorded against the two new parcels resulting from TPM No. 2023-101 and requiring signage indicating when the parking is open to the public (Monday - Friday 7 p.m. - 6 a.m. and all day Saturday and Sunday) (Condition Nos. 2.7 and 2.8).

The Specific Plan requires loading facilities be screened from off-site view. The Project includes 25 dock-high loading doors for each building facing the interior of the site. The buildings are designed to screen the loading doors from off-site view.

Building Design and Landscaping

The buildings are consistent with the Specific Plan design guidelines and complement the character of surrounding buildings. The buildings are a contemporary architectural style, with a neutral color palate and a variety of materials. Each building features a prominent primary entrance, which is enhanced by increased building height, a canopy, and blue reflective glazing. The buildings are sustainably designed, including:

- Leadership in Energy and Environmental Design (LEED) Certified
- Carbon-neutral construction (applicant will offset 100% of construction emissions)
- Photovoltaic solar arrays
- Electric vehicle chargers for customers and employees

The project will install a new sidewalk along the entire property frontage of Plaza Drive, which

is required for Americans with Disabilities Act (ADA) compliance. There are approximately 32 trees located on the property line which must be removed to accommodate the sidewalk. The City makes every attempt to preserve mature trees when a development is proposed, and only permits removal when the tree is not healthy, presents a safety risk, or when preserving it is not feasible. For the trees to remain with the installation of the required ADA sidewalk, the sidewalk would have to be built outside the 10-foot wide landscaped berm the borders the site. This is not possible because:

1. If the new sidewalk were built into the right-of-way, it would encroach into Plaza Drive narrowing the road and creating misalignment between the north and south sides
2. If the new sidewalk were built on the site, it would require eliminating 93 parking spaces, which would prevent the project from meeting the Specific Plan parking requirement and its limit potential for office uses
3. The trees and the landscape berm do meet the City's Water Efficient Landscape Ordinance
4. The trees have likely reached the end of their life expectancy and are unlikely to survive installation of the new Municipal Code compliant landscaping and irrigation

The applicant will replace the trees along the property frontage at a one-to-one ratio and the project will include 20 sf of water efficient landscaping per parking space which must meet Specific Plan standards for the number and size of trees, shrubs, and ground cover.

Traffic Impacts

A traffic impact analysis was prepared to determine the number of trips the project would generate and the impact on nearby intersections. The analysis found that the project is not anticipated to result in any operational or level of service deficiencies with the implementation of the required mitigation measures included in the Mitigation Monitoring and Reporting Program. The project is anticipated to generate a 692 total daily trips, with 35 trips during the AM peak hour and 43 trips in the PM peak hour. Compared to the existing use (when fully occupied), this is a net decrease of 690 daily trips, with associated net decreases during the AM and PM peak hours. While the overall traffic impact is a reduction from the existing use, there is an increase in four-axle truck traffic (trucks more than 50 feet long). The project will generate approximately 108 truck trips per day, while the existing use generates 94 (an increase of 14 four-axle truck trips per day). The applicant's traffic engineer prepared the attached traffic generation and truck trip distribution summary. Although the project is not anticipated to create a traffic impact, the applicant will contribute $150,000 for traffic signal improvements at Valley View Street and Plaza Drive.

A vehicle miles traveled (VMT) analysis was also prepared and concluded the project will have a less than significant VMT impact.

Tentative Parcel Map

The proposed tentative parcel map divides the existing lot into two parcels. The east parcel (Building 1) is 10.27 acres and the west parcel (Building 2) is 8.37 acres. With the recommended conditions of approval, the map complies with all requirements of the Municipal Code and Subdivision Map Act.

CONSISTENCY WITH GENERAL PLAN OBJECTIVES

The project is consistent with the following General Plan goals/policies:

LU-1: Create a well-balanced land use pattern that accommodates existing and future needs

for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to residents.

LU-2: Ensure that new development is compatible with surrounding land uses, the circulation network, availability of public facilities, and existing development constraints.

LU-10: Carefully regulate future development in the Business Park to ensure the current high quality environment is maintained.

The project will contribute to the Business Park's continued economic vitality by replacing an older warehouse with contemporary buildings. The project is compatible with surrounding warehousing and office uses and the design of the building integrates well with the Specific Plan. The project will update parking and landscaping, further enhancing the site and surrounding area.

ENVIRONMENTAL REVIEW

Initial Study/Mitigated Negative Declaration (IS/MND)
An IS/MND were prepared in accordance with CEQA guidelines and made available for a 20-day public review period from February 6 through February 27, 2023. The IS/MND provides an analysis of all State-mandated environmental issue areas and found the project will have no potential impact or a less than significant impact with the implementation of the mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP). The MMRP also includes measures to ensure regulatory compliance with other City and State regulations.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS
Public hearing notices were posted and mailed to all property owners within 500 feet of the project and to those who responded to the Draft IS/MND. All public noticing requirements have been met. Two letters in support of the project (attached) were received prior to releasing the agenda report. Written comments submitted by 3 p.m. on April 10 will be part of the public hearing administrative record.

ALTERNATIVE ACTIONS
If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns;
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT
None.

LEGAL REVIEW
None Required.

APPROVED BY: Peter Grant, City Manager

Attachments

Site Plan Review Resolution
Tentative Parcel Map Resolution
Project Conditions
Initial Study Mitigated Negative Declaration and Mitigation Monitoring Program
Tentative Parcel Map
Vicinity Map
Project Plans
Truck Generation and Distribution Memo
Cypress Land Letter of Support
Chamber of Commerce Letter of Support
Public Comment - Warland Investments Company

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING SITE PLAN REVIEW NO. 2022-05, FOR THE DEVELOPMENT OF TWO WAREHOUSE BUILDINGS AND ASSOCIATED PARKING AND LANDSCAPING ON AN 18.6-ACRE SITE LOCATED AT 5757 PLAZA DRIVE IN THE MCDONNELL CENTER SPECIFIC PLAN, IN THE CITY OF CYPRESS, CALIFORNIA.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by GLC Cypress, LLC ("Developer") for the development of two warehouse buildings and associated parking and landscaping on an 18.6-acre site located at 5757 Plaza Drive in the McDonnell Center Specific Plan (the "Project"); and

WHEREAS, the Project requires the following to be approved by the City Council: an Initial Study/Mitigated Negative Declaration ("IS/MND"), a Vesting Tentative Parcel Map (VTPM No. 2023-101), and a Site Plan Review (SPR No. 2022-05); and

WHEREAS, an application was filed for approval of a Site Plan Review for the Project in accordance with the provisions of Section VI.C of the McDonnell Center Specific Plan ("Specific Plan"); and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated February 27, 2023, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on February 27, 2023, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), an Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the proposed project and released to the public on February 6, 2023, for a 20-day review period. All required notifications were provided pursuant to CEQA (Public Resources Code Section 21092.5) and all comment letters were incorporated into the Final IS/MND; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. Findings. Pursuant to the Section VI.C.6 of the Specific Plan, the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed project is compatible with the intent and purpose of the Specific Plan.

   The Project is compatible with the intent and purpose of the McDonnell Center Specific Plan. The project is located in Planning Area 2, which is intended for warehousing and light industrial uses. The proposed warehouse buildings are a permitted use in Planning Area 2. With approval of the conditions included in Exhibit "A", the project maintains the cohesive nature of the Specific Plan area in regards to landscaping, access, and other factors.

2. Development of the Site Plan will not have an adverse impact on the public health, safety, interest, convenience, or the general welfare.

   With approval of the conditions included in Exhibit "A", the Project will not be materially detrimental to the public health, safety or general welfare. Further, the IS/MND found the Project had a less than significant impact with the implementation of the required mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP).

3. The Site Plan is compatible with the intent and purpose of the regulations and design guidelines of the McDonnell Center Specific Plan.

   With approval of the conditions included in Exhibit "A", the Project meets all the development standards required by the McDonnell Center Specific Plan. The architectural design of the warehouses is consistent with the Specific Plan design guidelines in that it incorporates a variety of materials, an enhanced building entrance, and a contemporary style. The Project landscaping will enhance the site and maintain the visual appeal intended for the Specific Plan area.

SECTION 2. CEQA The City Council confirms that it has reviewed and considered the Final IS/MND and MMRP for the Project. The IS/MND and MMRP have been prepared, noticed, and are hereby adopted according to the requirements of the California Environmental Quality Act.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Site Plan Review No. 2022-05, subject to the applicable conditions included in Exhibit "A". The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 27th day of February, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 27th day of February, 2023, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING VESTING TENTATIVE PARCEL MAP NO. 2023-101, FOR THE DEVELOPMENT OF TWO WAREHOUSE BUILDINGS AND ASSOCIATED PARKING AND LANDSCAPING ON A 18.6-ACRE SITE LOCATED AT 5757 PLAZA DRIVE IN THE MCDONNELL CENTER SPECIFIC PLAN, IN THE CITY OF CYPRESS, CALIFORNIA.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by GLC Cypress, LLC ("Developer") for the development of two warehouse buildings and associated parking and landscaping on an 18.6-acre site located at 5757 Plaza Drive in the McDonnell Center Specific Plan (the "Project"), which is within the City's municipal boundaries; and

WHEREAS, the Project requires the following to be approved by the City Council: an Initial Study/Mitigated Negative Declaration ("IS/MND"), a Vesting Tentative Parcel Map (VTPM No. 2023-101), and a Site Plan Review (SPR No. 2022-05); and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act (CEQA), on February 27, 2023, the City Council of the City of Cypress adopted the IS/MND that has been prepared for the Project applications in accordance with CEQA, and adopted a Mitigation Monitoring and Reporting Program for the Project. The City Council has fully considered the IS/MND prior to considering this resolution; and

WHEREAS, on February 27, 2023 the City Council held a duly noticed public hearing and accepted testimony in regards to the Project; and

WHEREAS, said tentative map has been reviewed by the City's Engineer and the Orange County Fire Department with recommended conditions of approval; and

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's General Plan; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The proposed map does not warrant rejection based upon the criteria for rejection in the Cypress Subdivision Ordinance, the City's General Plan, the Cypress Zoning Ordinance, or Sections 66473.5, 66474.6 and 66474 of the Subdivision Map Act as the proposed tentative map is:

A. The map is consistent with the site's General Plan land use designation of "Specific Plan Area" as it is consistent with the intent of the McDonnell Center Specific Plan in which the Project is located.
B. The two warehouse buildings associated with the proposed subdivision are consistent with the General Plan and the McDonnell Center Specific Plan.
C. The site is physically suitable for the type of development. The project meets all the required development standards.
D. The site is physically suitable for the density of development. The McDonnell Center Specific Plan limits intensity of development to a floor area ratio of 1.0:1.0, which is met by the project.
E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. An IS/MND was prepared for the project which identified the potential for significant effects on the environment from development of the Project, all of which can be reduced to a level of insignificance through the implementation of mitigation measures;
F. The design of the subdivision will not cause serious public health problems. Sewer discharge requirements will occur pursuant to Section 66474.6 of the Subdivision Map Act.
G. The design of the subdivision or the type of improvements will not unreasonably interfere with the free and complete exercise of a public entity and/or public utility rights-of-way and/or easements within the tract map. All existing utility easements will remain intact as will the easement for public parking on the northern edge of the Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Vesting Tentative Parcel Map No. 2023-101, subject to the applicable conditions included in Exhibit "A" of the Resolution approving Site Plan Review No. 2022-05. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 27th day of February, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 27th day of February, 2023, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

PROJECT TITLE: SPR NO. 2022-05 & VTPM NO. 2023-101 – GOODMAN COMMERCE CENTER

ADDRESS: 5757 PLAZA DRIVE

CONDITIONS OF APPROVAL

1. General Conditions

1.1. Unless and until the project applicant and property owner sign and return a City-provided affidavit accepting these conditions of approval, there shall be no entitlement of the application. The project applicant and property owner shall have 15 calendar days to return the signed affidavit to the Community Development Department. Failure to do so will render City Council action on the application void. *(Planning)*

1.2. This permit is granted for the plans dated July 1, 2022 and the tentative map dated January 12, 2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. *(Planning)*

1.3. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*

1.4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than $500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the

development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30 day cancellation notice to the City of Cypress. *(City Attorney)*

1.5. Any and all correction notice(s) generated through the plan check and/or inspection process is/are hereby incorporated by reference as conditions of approval and shall be fully complied with by the owner, applicant and all agents thereof. *(Planning)*

1.6. All requirements of the Orange County Fire Authority (OCFA), Orange County Health Department, and Cypress Building and Safety Division shall be satisfied prior to commencement of the business operation. *(Planning)*

1.7. The applicant shall obtain a Cypress business license prior to commencement of the business operation. *(Finance)*

1.8. All applicable conditions of the project shall be complied with prior to occupancy of the subject building. *(Planning)*

1.9. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The modification must be approved in writing by the Planning Director (Conditions of Approval Sections 1-8), City Engineer (Conditions of Approval Sections 9-22 and 24), and the Police Chief (Conditions of Approval Section 23).

2. Planning

2.1. Areas subject to vehicle loading, including internal streets, driveways, etc., shall consist of Portland Cement Concrete (PCC) unless an alternative material is approved in the project WQMP for infiltration purposes. *(Planning)*

2.2. At least two weeks prior to the issuance of the certificate of occupancy, the applicant shall meet with the project planner and members of the Building and Engineering Divisions to ensure that all applicable conditions of approval have been satisfied. *(Planning)*

2.3. Developer shall submit both a lighting plan showing standard heights and light materials and a photometric plan showing light levels on site and at the adjacent property limits, for design review and approval of the Planning Director. *(Planning)*

2.4. All exterior portions of the site, during the hours of darkness, shall be illuminated with a minimum of one foot-candle of light. In order to minimize light and glare on the project property and adjacent properties, all parking lot and exterior structure

light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. Illumination levels at the property lines shall not exceed .5 foot candles. *(Planning)*

2.5. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. *(Planning)*

2.6. That no vending machines, publication racks, telephones, kiosks, donation bins and similar items shall be permitted outside of the buildings. *(Planning)*

2.7. The easement restricting parking in the 60-foot wide strip on the northern edge of the site shall remain in effect so long as the area is zoned PS-1A. Parking stalls located within the PS-1A zone shall be available for public use from 7:00 p.m. to 6:00 a.m., Monday through Friday, and all day on Saturday and Sunday. *(Planning)*

2.8. Signs shall be installed and maintained at the entrances to the site and within the easement referenced above indicating that the parking area within the easement is available for public parking from 7:00 p.m. to 6:00 a.m., Monday through Friday, and all day on Saturday and Sunday. *(Planning)*

3. Mitigation Measures

3.1. Prior to issuance of any grading or building permit associated with implementation of the project, the applicant shall demonstrate compliance with the adopted Mitigation Monitoring and Reporting Program (MMRP), to the satisfaction of the Community Development Department. *(Planning)*

3.2. A copy of the approved Conditions of Approval including Table 6.A Mitigation Monitoring and Reporting Program from the approved Initial Study/Mitigated Negative Declaration, shall be included in all development plans submitted to the City. *(Planning)*

4. Architectural

4.1. Architectural elevations and site plans shall be reviewed and approved by the Community Development Department prior to the issuance of building permits. *(Planning)*

4.2. All architectural treatments shall be constructed as illustrated on plans and

renderings submitted. The final exterior color scheme shall be submitted to City staff for review and approval prior to actually painting the structure. *(Planning)*

4.3. All roof mounted equipment, such as heating and air conditioning units, shall be adequately screened from public view by a parapet wall of equal or greater height than the highest piece of roof mounted equipment or vent, subject to the approval of the Community Development Department. *(Planning)*

4.4. The transformer boxes and water valves shall be placed in locations acceptable to the Director of Planning and shall be adequately screened from view with plant materials. *(Planning)*

4.5. During construction, the developer shall provide an adequate number of trash bins at a location acceptable to City staff. Construction bins must be maintained onsite. Bin rental shall be contracted through the City's disposal services contractor. *(Planning)*

5. Signage

5.1. A comprehensive sign program for both building and freestanding monument signs shall be submitted for Community Development Department approval prior to the installation of any signs. The developer shall not erect or display on the subject property any signs which have not been approved in writing by the Community Development Department. *(Planning)*

5.2. The installation and method of sign illumination shall be reviewed and approved by the Planning Division and the Building and Safety Division. The business owner shall take the appropriate measures to ensure that the illumination of the sign shall not create glare for vehicular traffic. All electrical conduits, timer devices, and other electrical equipment shall be buried underground or concealed within the sign. *(Planning) (Building and Safety)*

6. Landscaping

6.1. To the extent feasible and subject to Planning Director approval, the site shall be landscaped in compliance with the McDonnell Center Specific Plan, including landscape requirements for parking areas and setback areas. *(Planning)*

6.2. A detailed landscape and automatic irrigation plan shall be submitted to the Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. In addition, a bond shall be posted with Public Works to guarantee against defects in plant materials and workmanship for a period of one year from acceptance of the landscape installation. All required landscaping shall

be permanently maintained in a neat and orderly condition and comply with the provisions of Section IV.D. (Design Concept, Landscape Guidelines) and Section V.H. (Development Regulations, Landscape). *(Planning) (Public Works)*

6.3. All new or revised landscape areas shall comply with the City's water efficiency ordinance as well as the water efficient requirements of the Cypress Zoning Code and the City's Drought Response Management Plan. All new or revised irrigation shall be provided by a drip or microspray system. *(Planning)*

6.4. Landscape irrigation pipes and sprinkler heads shall be maintained in good working order so as to cover all landscaped areas. *(Planning)*

6.5. All trees required to be removed to install the sidewalk along Plaza Drive shall be replaced. The tree species shall be consistent with the McDonnell Center Specific Plan Design Concept (Section IV.D), and subject to Planning Director approval. Replacement trees shall be a minimum of 24" box size. *(Planning)*

7. Operational

7.1. All business activity shall occur within the building except for the loading and unloading vehicles which shall occur in the loading docks as indicated on the approved plans. Temporary use permits may be granted for outdoor activity in accordance with Section 19, of the Cypress Zoning Ordinance. *(Planning)*

7.2. All product and material storage shall occur within the building. Exterior storage is specifically prohibited. *(Planning)*

7.3. The parking lot shall be used solely for vehicular parking, unless otherwise approved in writing by the Planning Director. *(Planning)*

8. Property Maintenance

8.1. Continuous Maintenance. The Project property owner shall continually maintain the property so that it is visually attractive and not dangerous to the health, safety and general welfare of both on-site users (e.g. employees) and surrounding properties. The property owner shall ensure that all facets of the development are regularly inspected, maintained and that any defects are timely repaired. Among the elements to be maintained, include but are not limited to:

a. All walls, fences, and trash enclosures shall be maintained free of significant surface cracks, dry rot, warping, missing panels or blocks, which threaten the structure's structural integrity.
b. Parking lot surfaces and pedestrian walkways shall be maintained in a safe

condition such that any concrete, asphalt, or other driving or walking surfaces are free of potholes, buckled or cracked surfaces, or raised areas.

c. The property shall be maintained free of the accumulation of trash and debris. Trash and debris associated with the business operation shall be stored solely in designated trash enclosures.
d. Exterior building elevations shall be maintained such that buildings are free from broken, missing, or significantly cracked surface finished materials.
e. Signage. The developer shall maintain all on-site signs, including posted area signs (e.g. "No Trespassing") in a clean readable condition at all times. The developer shall remove all graffiti and repair vandalism on a regular basis.
f. Lighting. The developer shall maintain any lighting so that they operate properly for safety purposes and do not project onto adjoining properties or roadways.
g. Parking and on-site circulation. The developer shall maintain all parking and on-site circulation requirements, including surfaces, all markings and traffic/directional signs in an un-faded condition as identified on the approved site plan.

(Planning)

8.2. The property owner shall maintain the site, the publicly accessible interior, and publicly viewable exterior of the building(s) clear of all graffiti, including but not limited to bathrooms and dining areas if applicable. All graffiti shall be removed within 48 hours once notified in writing by the City. *(Planning)*

9. Fees

9.1. As applicable, the applicant shall pay the following fees per the adopted Master Fee resolution, as noted below. *(Engineering)*

- Park and Recreation (Prior to issuance of Building Permit)
- Drainage Fee for Master Drainage Plan (Prior to issuance of Building Permit)
- City-wide Traffic Improvement (Prior to issuance of Building Permit)
- Regional Traffic Improvement (Prior to issuance of Building Permit)
- Final Subdivision Map Check (Prior to submittal of Map)
- Sanitary Sewer Connection (Prior to issuance of Building Permit)
- Grading / On-Site (Non-Structural) Plan Check (Prior to submittal of Grading Plans)
- Grading Permit and Inspection (Prior to Permit issuance)
- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department the required Fish and Wildlife impact fee in the form of a check payable to the **County Clerk-Recorder** in the amount required by the County, to enable the City to file the Notice of Determination pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. *(Planning)*

10. Engineering

10.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of two (2) Offsite Improvement bonds (faithful performance and labor and materials), certificates of deposit, letters of credit, completion guarantees, or cash, each in an amount equal to 100% of the engineer's cost estimate and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

10.2. Prior to recordation of a subdivision map, the applicant shall submit all public improvement plans per the Public Works Standard Plans and specified design criteria. All plans shall be submitted in an acceptable digital format and one copy printed on mylar with the City title block on all sheets. *(Engineering)*

10.3. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

10.4. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business

and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

10.5. The applicant shall notify the City Engineer in writing if any changes to parcel/tract map are proposed during the plan check process. Permits shall not be issued until the City Engineer has reviewed and approved the proposed changes for conformance with the intent of the City Council's action and the conditions herein. If the proposed changes are of a substantial nature, an amendment to the original entitlement may be required. *(Engineering, Planning)*

The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

11. Landscaping within the Public Right-of-Way

11.1. Prior to or with the submittal of building plans, the applicant shall submit a street landscaping and irrigation plan within the public right-of-way to the City Engineer for approval. The subject landscaping and irrigation plans shall be designed to be in conformance with the City's water efficient landscape ordinance. *(Engineering, Maintenance)*

11.2. The applicant shall post a Landscape bond, equal to 100% of the cost estimate, to guarantee against any defects in plant materials and workmanship. The applicant shall submit a soils report for all planting areas, prepared by a qualified agricultural laboratory to the City Engineer for approval at least 30 days prior to planting date. Test results shall include concentration of nitrogen, phosphorus, potassium, ph, salinity, sodium status, and boron saturation extract. Drought tolerant landscape is encouraged. The landscaping will be irrigated from the private property meter and the applicant or successor in interest will pay for all water. *(Engineering, Maintenance)*

11.3. Prior to issuance of a temporary or final certificate of occupancy, the applicant shall install all new public right-of-way landscaping and irrigation per the approved street landscaping and irrigation plan. *(Engineering, Maintenance)*

11.4. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

12. Sewer and Wastewater

12.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

12.2. Prior to the recordation of the subdivision map, the applicant shall submit a sewer plan signed and stamped by a registered civil engineer, detailing all the proposed public and/or private sewer lines meeting the requirements of the City Design Standards for Sewer Facilities to be approved by the City Engineer. *(Engineering)*

12.3. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

13. Street Trees

13.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

13.2. The applicant or successor in interest shall trim all trees in the public right-of-way along the property frontage on Plaza Drive annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

14. Street Lighting

14.1. The applicant shall bear the full cost of upgrading the existing street lights along the property frontage on Plaza Drive to energy efficient LED fixtures. Street lighting shall be approved by the City Engineer and meet the City of Cypress design standards.

15. Streets

15.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install new sidewalks and driveway approaches that are compliant with the American Disabilities Act along the property frontage on Plaza Drive. The developer shall comply with the following requirements regarding the improvements:

- Within 90 days issuance of any grading or demolition permit, submit plans to Public Works for both the sidewalk and associated landscaping within the ten-foot parkway strip within the public right of way and obtain approval by the City Engineer prior to approval of the Final Map.
- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.

- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, submit a bond to guarantee its construction acceptable to the City Engineer and maintain a schedule on file with the City Engineer for the work.
- Sidewalks shall be a minimum width of five feet, clear of all obstructions (including utilities, street lights, fire hydrants, etc).
- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- Plant new trees at 1:1 ratio on private property along the property frontage for any tree removed as part of the sidewalk improvements. Submit the size and types of trees and locations for approval to the Planning Director.
- Landscaping within the public right of way parkway strip shall be drought tolerant and water efficient.
- Irrigate all landscaping within the public right-of-way from the private property meter and the developer or successor in interest shall pay for all water.
- The developer or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition.
- Grant easements to the City for pedestrian purposes for any sidewalk or driveways, as needed, for compliance with ADA requirements prior to issuance of a permit for construction.

15.2. Remove and replace any damaged street, pavement or other concrete improvements as a result of damage due to this work and appropriately clean the area to the satisfaction of the City Engineer.

15.3. The final map shall show easements for any sidewalk located within private property to the City for pedestrian purposes. (Engineering)

15.4. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Engineering)*

16. Subdivisions

16.1. This permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning

Director and Public Works Director and/or pursuant to the Subdivision Map Act. Before occupying any structures or initiating any use approved by this permit, the applicant shall comply with all conditions of the tentative and final map. (Engineering, Planning)

17. Traffic

17.1. The access driveway to the development shall be designed in accordance with City standards and approved by the City Engineer. *(Engineering)*

17.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit.
(Engineering) (Driveways)

17.3. No driveway access from Valley View Street shall be permitted.
(Engineering) (Driveways)

17.4. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)

17.5. Mitigation Measure TRA-1: Prior to the issuance of a building permit, the Applicant shall submit a Signage and Striping Plan consistent with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), that directs heavy trucks to the most appropriate access points. The City Engineer, or their designee, shall review and approve the Signage and Striping Plan and confirm it has been incorporated into the project plans prior to the issuance of a building permit. The applicant shall construct all improvements shown on the Signage and Striping Plan or as required by the City , prior to the issuance of any Certificate of Occupancy. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant. *(Engineering)* (Construction of Traffic Improvements)

17.6. Prior to the issuance of any certificate of occupancy, the Applicant shall install a stop control on the southbound approach of all project driveways to implement a cross-street stop-controlled intersection. Driveways will accommodate site access for passenger cars and will accommodate full access (no turn restrictions). Left turn storage into the Project is anticipated to be accommodated by the painted median.
(Engineering) (Construction of Traffic Improvements)

17.7. Prior to the issuance of any certificate of occupancy, Plaza Drive shall be restriped to accommodate the anticipated increased truck traffic and reduce conflicts at the driveways. The Signing and Striping plan shall be reviewed and approved by the City Engineer, or their designee, prior to installation. All costs for the improvements including, but not limited to, design, construction, construction management, permitting and inspection shall be the sole responsibility of the applicant.
(Engineering) (Construction of Traffic Improvements)

17.8. Prior to the issuance of any building permits, the applicant shall pay to the City $150,000 for traffic signal and intersection improvements at the intersection of Valley View Street and Plaza Drive. The City will design and construct the improvements.

18. Utilities

18.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)*

18.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*

19. Drainage

19.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.

- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

20. Storm Water Quality – National Pollutant Discharge Elimination System

a. Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

b. Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP. Applicable WQMP projects must also:

i. Utilize the City's current WQMP template;
ii. Utilize the City's online WQMP application system for submittal;
iii. Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
iv. Incorporate Routine Source Control BMPs as defined in the DAMP;
v. Include post-construction Treatment Control BMP(s) as defined in the DAMP;
vi. Include and Operations and Maintenance (O&M) Plan that (1) describes the long- term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references. Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

c. Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

d. The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030, as amended by Order No. R8-2010-0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

   i. Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
   ii. Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
   iii. Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
   iv. Agree to provide a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City

deems necessary

v. Submit certified record drawings as well as the project engineer's post-construction certification as well as the owner's post construction certification on a template provided by the City

vi. Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance Covenant and Agreement and O&M Plan.

vii. Demonstrate that the applicant has RECORDED one of the following:

- The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
- A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
- The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

h) All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

i) All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint, or approved equal, to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

j) Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Trash Enclosures for projects regulated by the current NPDES Permit may be required to design to slope to an interior trapped area floor drain and connected to a pre-treatment device such as an interceptor or clarifier before plumbing to the sanitary sewer system. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Enclosures for air compressors must include a roof installation similar to trash enclosures, and direct water from entering the enclosure. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

k) Any areas, including but not limited to delivery areas/handling docks and outdoor work areas to be utilized for material storage and handling must be covered, constructed on impermeable pavement, designed to eliminate run-

on from other areas, and be graded and constructed to prevent runoff from the area Additionally, the development must be designed and constructed with no drain in this area. If these conditions cannot be met, BMPs such as oil/water separators, sand filters, and/or detention basins must be installed to treat all stormwater runoff before it is discharged to the storm drain system. If other areas drain onto the area, treatment for these areas must be included in the design of BMPs. The design must be submitted to the City Engineer for review and approval before the issuance of grading permit. *Loading/truck docks are not required to be covered if no material handling/ storage occurs in these areas.*

l) Food facilities, including industrial kitchens or bakeries, must be designed with contained areas for cleaning mats, equipment and containers. This wash area must be inside or covered and designed to prevent run-on or runoff from the area. The area may not discharge to the storm drain; indoor or covered area wash waters must drain through a grease interceptor to the sanitary sewer or be collected for ultimate disposal to the sanitary sewer or an authorized location (pumped/trucked offsite). Wash areas located outside must be covered and bermed; wash water must be collected and pre-treated through a grease interceptor and not allowed to drain to storm drain. Additionally, there must be a sign posted instructing that all washing activities be conducted in this area. Employees must be instructed, and signs posted indicating that all washing activities be conducted in this area. Additionally, food facilities are required to obtain a FOG permit through the City's online application and permitting system prior to project close-out and or the issuance of a certificate of occupancy.

m) Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion.
    - *Any proposed work in the public right-of-way will require that the ESCP is submitted to the City for review and approval and shall describe how the applicant will ensure that all BMPs will be maintained during construction. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on*

request.

n) For projects that disturb one (1) acre or more of soil or are part of a larger common plan of development, prior to the issuance of any grading or building permits, the applicant must demonstrate compliance with California's General Permit for Storm Water Discharges Associated with Construction Activity (Permit No. CAS000002/Order No. 2009-009- DWQ as amended) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number; or other proof of filing in a manner meeting the satisfaction of the City Engineer. Projects subject to this requirement must prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the current SWPPP must be kept at the project site and be available for City review on request. The applicant must ensure that the SWPPP is consistent with any City approved plan including the grading plan, site plan, building plans, and water quality management plan.

o) If a change of ownership takes place for the entire development or portions of the common plan of development where construction activities are still on-going, development must provide the City with Proof of a Change of Information form (COI) with the State GCP.

p) Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer’s expense.

q) The owner is responsible for maintaining and operating all on-site private improvements.

r) All property areas must be maintained free of litter/debris.

s) All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

t) Generator or tank enclosure areas must be paved with impermeable material. No other area may drain onto these areas. The enclosure area must not drain to the storm drain system or the sanitary sewer and all cleanups must be performed using dry cleanup methods. There must be no slope on the interior floor of the enclosure and the area must be bermed to prevent run-on of stormwater. The generator or tank must have adequate secondary

containment to contain 110 percent of fuel or liquid in tank in event of a spill.

u) There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

v) Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

w) Prior to grading or building permit close-out and or the issuance of a certificate of occupancy, the applicant must demonstrate that compliance with the permit has been obtained by providing a copy of the Notice of Intent (NOI) submitter to the State Water Resources Control Board and a copy of the notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing coverage under the current Industrial General Permit. Additionally, the applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to obtaining Water Quality permit prior to the issuance of a final certificate of occupancy.

x) Any applicant, occupant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

y) The WQMP Improvement Bonds must incorporate all post-construction stormwater devices from the approved WQMP and include two (2) bonds (faithful performance and labor and material) with each equal to 100% of the engineer's cost estimate. These costs will be provided in the WQMP for review and inclusion in the WQMP Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

z) The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, obtaining a Water Quality permit through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

21. Building and Safety

21.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a

24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. *(Building and Safety)*

21.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. *(Building and Safety, Engineering)*

21.3. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless permit is obtained from the City Engineer. *(Building & Safety)*

21.4. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the Building Division prior to release of the grading permit.

- *A grading permit may be issued prior to BMP installation/inspection if the applicant, or the contractor performing the work, posts a cash bond (with compliance schedule) in a form and amount approved by the Public Works Director. Cash bonds will be forfeited if any grading work occurs prior to authorization to proceed. Surrendering the cash bond* ***does not permit*** *the applicant to perform any work not previously authorized.*

(Building & Safety)

21.5. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

22 Solid Waste

22.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

22.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. (Public Works, Water Quality)

22.3. For phased construction, as buildings are occupied, the applicant shall ensure

there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. (Public Works)

22.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

23. Security

23.1. The property address shall be clearly identified on both sides of the freestanding sign base. A minimum of six-inch lettering shall be used for the property address. The property address shall also be posted in a visible location on the building. *(Police Department.)*

23.2. The address number of every commercial building shall be illuminated during the hours of darkness so that it shall be easily visible from the street. *(Police Department)*

23.3. All exterior commercial doors, during the hours of darkness, shall be illuminated with a minimum of one footcandle of light. All exterior bulbs shall be protected by weather and vandalism resistant cover(s). *(Police Department)*

23.4. The landscaping and lighting plans for the project shall also be subject to review by the Cypress Police Department. *(Police Department)*

23.5. The applicant will provide a Crime Prevention through Environmental Design study for approval by the planning and police departments. *(Police Department)*

23.6. The business shall install a surveillance camera system, colored monitor, and silent alarm. *(Police Department)*

24. Fire

24.1. The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Specific submittal requirements may vary from these listed below.

Prior to issuance of a building permit, if a grading permit is not required:

- Fire master plan (service code PR145)

Prior to issuance of a building permit:

- Architectural (service codes PR200/PR224)
- Tanks storing hazardous materials (service codes PR300-PR305)

- Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- Fire sprinkler system (service codes PR400-PR465)

24.2 Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required approval shall be obtained for a fire master plan.

24.3 Irrevocable reciprocal access easements for emergency access purposes to the benefit of the Cypress shall be recorded concurrently with the final map or, where no final map is required, prior to approval of the fire master plan.

24.5 After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

Effective: 2/27/22

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3. Mitigation Measures
4. Architectural
5. Signage
6. Landscaping
7. Operational
8. Property Maintenance
9. Fees
10. Engineering
11. Landscaping in the Public Right-of-Way
12. Sewer and Wastewater
13. Street Trees
14. Street Lighting
15. Streets
16. Subdivisions
17. Traffic
18. Utilities
19. Drainage
20. Storm Water Quality
21. Building & Safety
22. Solid Waste

23. Security
24. Fire

INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION

GOODMAN COMMERCE CENTER

CYPRESS, CALIFORNIA

FEBRUARY 2023

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LIST OF ABBREVIATIONS AND ACRONYMS

AAQS	ambient air quality standards
AB	Assembly Bill
ACM	asbestos-containing materials
ADT	average daily traffic
AELUP	Airport Environs Land Use Plan
afy	acre-feet per year
amsl	above mean sea level
AQMP	Air Quality Management Plan
AUHSD	Anaheim Union High School District
BACM	best available control measures
Basin	South Coast Air Basin
bgs	below ground surface
BMPs	Best Management Practices
BTU	British thermal units
CA MUTCD	California Manual on Uniform Traffic Control Devices
CAAQS	California ambient air quality standards
CAL FIRE	California Department of Forestry and Fire Protection
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CALGreen Code	California Green Building Standards Code
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation

CARB	California Air Resources Board
CBC	California Building Code
CCR	California Code of Regulations
CDFW	California Department of Fish and Wildlife
CDMG	California Division of Mines and Geology
CEC	California Energy Commission
CEQA	California Environmental Quality Act
cf	cubic feet
CGS	California Geological Survey
CH_4	methane
City	City of Cypress
CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CO	carbon monoxide
CO_2	carbon dioxide
CO_2e	carbon dioxide equivalents
Cortese List	Hazardous Waste and Substances Sites List
County	County of Orange
CPD	Cypress Police Department
CSD	Cypress School District
dB	decibel
dBA	A-weighted decibel
DOC	Department of Conservation
DTSC	California Department of Toxic Substances Control

EIR	Environmental Impact Report
EO	Executive Order
ESA	Environmental Site Assessment
EV	electric vehicle
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FHSZ	fire hazard severity zones
FHWA	Federal Highway Administration
FIRM	Federal Insurance Rate Maps
FRAP	Fire and Resources Assessment Program
FTA	Federal Transit Administration
GHG	greenhouse gas
gpm	gallons per minute
GSWC	Golden State Water Company
GWh	gigawatt hours
HCOC	hydrologic condition of concern
HFCs	hydrofluorocarbons
HVAC	heating, ventilation, and air conditioning
I-5	Interstate 5
I-605	Interstate 605
in/sec	inches/second
IS/MND	Initial Study/Mitigated Negative Declaration
ITE	Institute of Transportation Engineers
JFTB	Joint Forces Training Base

kWh	kilowatt hours
LBP	lead-based paint
L_{dn}	day-night average noise level
L_{eq}	equivalent continuous sound level
LID	Low Impact Development
L_{max}	maximum instantaneous noise level
LOS	levels of service
LRAs	Local Responsibility Areas
LST	localized significance threshold
MBTA	Migratory Bird Treaty Act
McDonnell Specific Plan	McDonnell Center Amended Specific Plan
MLD	Most Likely Descendant
MRZs	Mineral Resource Zones
MS_4	North Orange County Municipal Separate Storm Sewer System
MT CO2e	metric tons of carbon dioxide equivalent
MWD	Metropolitan Water District of Southern California
MWDOC	Municipal Water District of Orange County
N_2O	nitrous oxide
NAAQS	national ambient air quality standards
NAHC	Native American Heritage Commission
NAVD88	North American Vertical Datum of 1988
NCCP/HCP	Natural Community Conservation Plan/Habitat Conservation Plan
NOI	Notice of Intent
NO_X	nitrogen oxides

NPDES	National Pollutant Discharge Elimination System
O_3	ozone
OCFA	Orange County Fire Authority
OCTA	Orange County Transportation Authority
OCWR	Orange County Waste & Recycling
OITC	Outdoor-Indoor Sound Transmission Class
OPR	Governor's Office of Planning and Research
P.A.C.E.	Personnel & Training, Positive Actions thru Character Education
Pb	lead
PCE	passenger car equivalents
PCH	Pacific Coast Highway
PFCs	Perfluorocarbons
PM_{10}	particulate matter less than 10 microns in size
$PM_{2.5}$	particulate matter less than 2.5 microns in size
PPV	peak particle velocity
PRC	Public Resources Code
PRD	Permit Registration Documents
proposed project	Goodman Commerce Center Project
PV	photovoltaic
RMS	root-mean-square
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SB	Senate Bill
SCAG	Southern California Association of Governments

SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCE	Southern California Edison
SF_6	sulfur hexafluoride
SGMA	Sustainable Groundwater Management Act
SMARA	Surface Mining and Reclamation Act
SMARTS	Stormwater Multiple Application and Report Tracking System
SO_2	sulfur dioxide
SoCalGas	Southern California Gas Company
SPL	sound power levels
SR-1	State Route 1
SR-22	State Route 22
SR-55	State Route 55
SR-91	State Route 91
SRAs	State Responsibility Areas
STC	Sound Transmission Class
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TAC	toxic air contaminants
TAZ	transportation analysis zone
TCRs	Tribal Cultural Resources
TIA	Traffic Impact Analysis
TISG	Transportation Impact Study Guide
tpd	tons per day

TSCA	Toxic Substances Control Act
USDOT	U.S. Department of Transportation
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
UWMP	Urban Water Management Plan
VdB	vibration velocity decibel
VHFHSZ	very high fire hazard severity zones
VMT	vehicle miles traveled
VOCs	volatile organic compounds
WDID	Waste Discharge Identification Number
WQMP	Water Quality Management Plan

1.0 INTRODUCTION

In accordance with the California Environmental Quality Act (CEQA) and the *State CEQA Guidelines*, this Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared for the proposed Goodman Commerce Center Project (proposed project) at 5757 Plaza Drive in the City of Cypress (City), California. Consistent with *State CEQA Guidelines* Section 15071, this IS/MND includes a description of the proposed project, an evaluation of the potential environmental impacts, and findings from the environmental analysis.

This IS/MND evaluates the potential environmental impacts that may result from development of the proposed project. The City is the Lead Agency under CEQA and is responsible for adoption of the IS/MND and approval of the project.

1.1 CONTACT PERSON

Any questions or comments regarding the preparation of this IS/MND, its assumptions, or its conclusions should be referred to:

Alicia Velasco, Planning Director
City of Cypress Community Development Department
5275 Orange Avenue
Cypress, CA 90630
Phone: (714) 229-6720
Email: avelasco@cypressca.org

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2.0 PROJECT DESCRIPTION

This section describes the proposed Goodman Commerce Center Project (proposed project) that is evaluated in this Initial Study/Mitigated Negative Declaration (IS/MND). A description of the proposed project's location, characteristics, and required approvals is provided below.

2.1 PROJECT OVERVIEW

The proposed project would include the construction of two new warehouse buildings on an approximately 18.6-acre site at 5757 Plaza Drive (project site) in the City of Cypress (City).

2.2 PROJECT LOCATION AND SITE DESCRIPTION

The project site is located in the southern part of the City, which is located in northwestern Orange County, California. The project site is located north of the intersection of Plaza Drive and McDonnell Drive (Assessor's Parcel Number 241-101-26). Local access to the project site is provided by Plaza Drive. The project site is approximately 3.5 miles south of State Route 91 (SR-91), approximately 4.8 miles southwest of Interstate 5 (I-5), approximately 2.8 miles east of Interstate 605 (I-605), and approximately 2.2 miles north of State Route 22 (SR-22). Figure 2-1, Regional Location, shows the location of the project site within the City and the larger northwestern Orange County region.

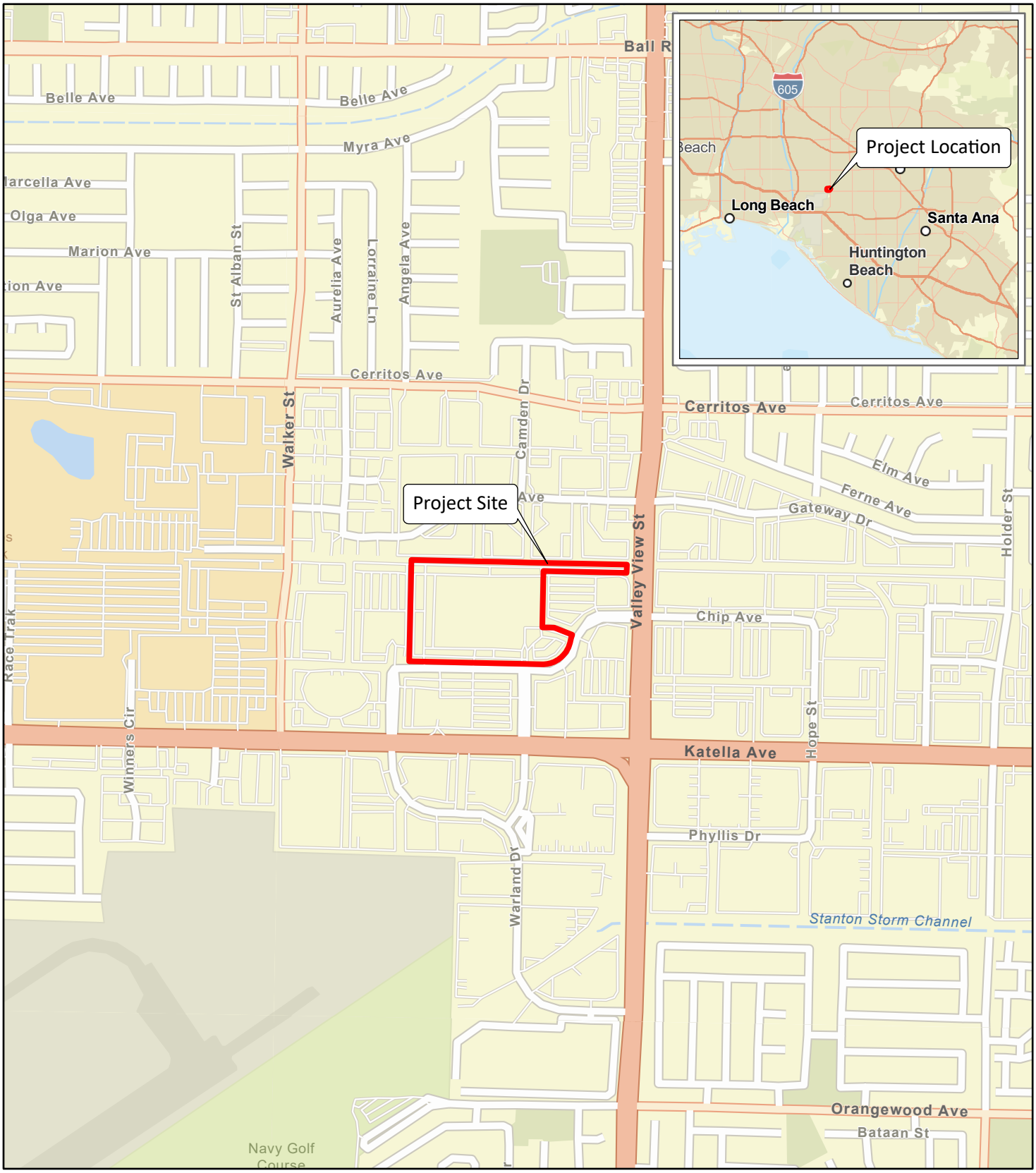
Land uses surrounding the project site include a variety of office and light industrial uses to the north, office uses and a surface parking lot to the east, office uses and a parking garage to the south, and a surface parking lot and office uses to the west.

The project site is generally flat and developed with an approximately 336,643-square-foot two-story warehouse and office building, a surface parking lot, and ornamental landscaping. The existing building is partially occupied by a food distribution facility and a private university. A total of 151,486 square feet of space is currently under lease. An existing office space within the building is also vacant. Historically, the project site was in agricultural production until the existing building was constructed in the late 1980s. Figure 2-2, Aerial Photograph and Surrounding Land Uses, provides an aerial view of the project site and surrounding land uses. As shown in Figure 2-2, the project site is generally rectangular, except for the surface parking on the eastern portion of the site that is bordered by Plaza Drive that connects to Valley View Street.

2.2.1 Land Use and Zoning

The project site is within the boundaries of the McDonnell Center Amended Specific Plan (McDonnell Specific Plan, approved October 11, 1994), and is, therefore, designated as the McDonnell Specific Plan in the City's General Plan Land Use Element. The McDonnell Specific Plan Area is divided into six planning areas that are designated either industrial/warehouse, office, or commercial. The McDonnell Specific Plan also constitutes the zoning for the project site.

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LSA

Project Location

FIGURE 2-1

N

0 500 1000
FEET

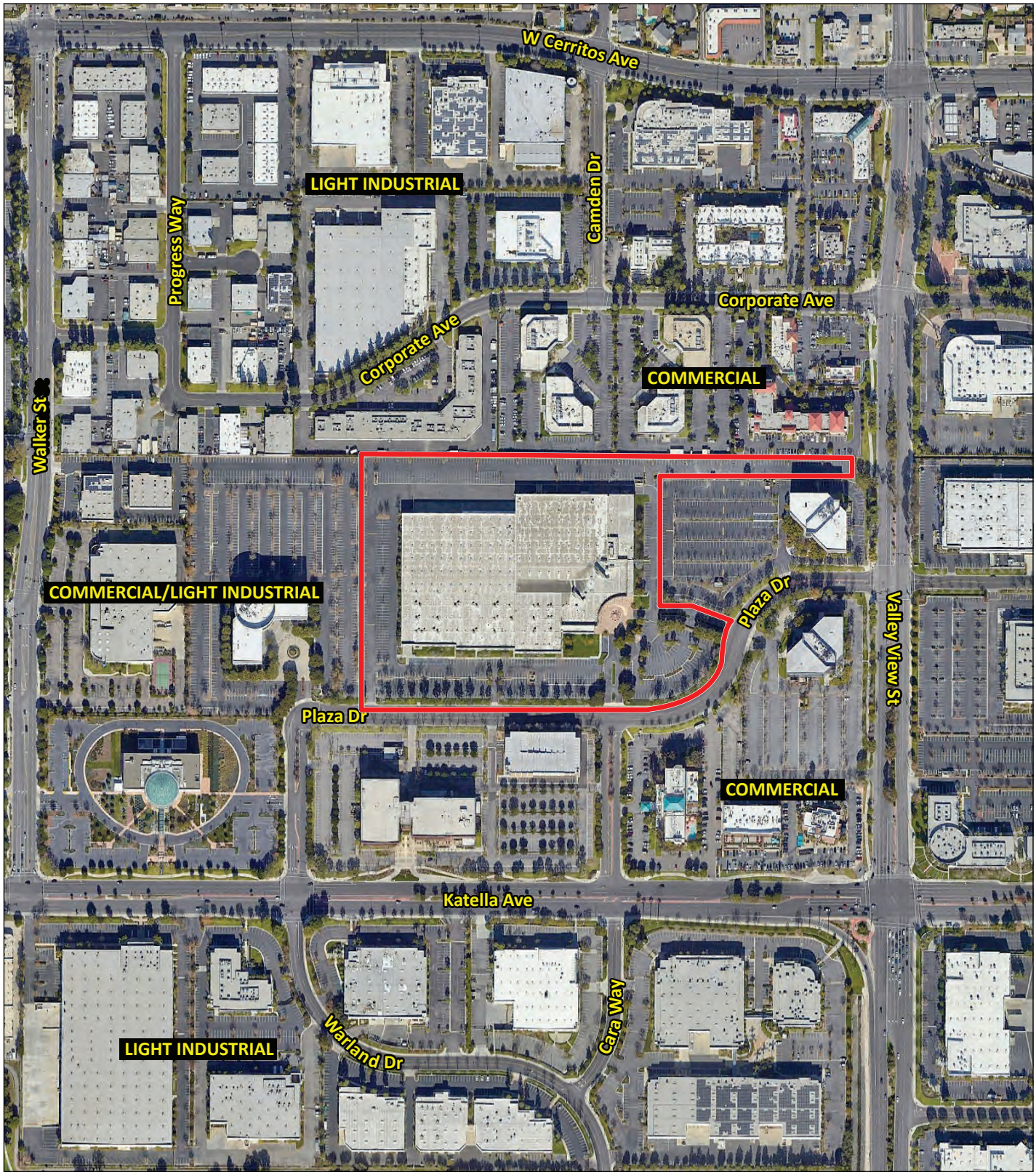
SOURCE: Esri World Street Map (2021)

I:\CCP2201.03\GIS\Pro\Goodman Commerce Center Project IS MND.aprx (1/13/2023)

Goodman Commerce Center Project IS/MND

Regional Location

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LSA

Project Site Boundary

FIGURE 2-2

N

0 175 350

FEET

SOURCES: Google Earth, 4/2021; LSA, 2023

I:\CCP2201.03\G\Aerial Photo of Site & Surrounding LU.ai (1/13/2023)

Goodman Commerce Center Project IS/MND

Aerial Photograph of the Project Site and Surrounding Land Uses

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The project site is within Planning Area 2 and is currently zoned for industrial/warehouse, which allows for light manufacturing, storage and warehousing, and offices, among various other uses.[1]

The proposed project would not include or require any amendments to the City's General Plan, the McDonnell Specific Plan, or the City's Zoning Ordinance.

2.3 PROJECT CHARACTERISTICS

The proposed project would include the demolition of the existing building on the project site and the construction of two new warehouse buildings that would total approximately 390,268 square feet in size, as well as associated site improvements including landscaping, surface parking, and utility improvements.

2.3.1 Site Design/Layout

The proposed project would include two new warehouse buildings that would be located in the center of the project site and separated by a loading area and surface parking. Figure 2-3, Conceptual Site Plan, shows the conceptual site plan for the proposed project. Building 1, which would be located on the eastern half of the project site, would be approximately 204,909 square feet in size, including 194,909 square feet of warehouse space and 10,000 square feet of office space that would be evenly split between the first and second floors and located either on the northeast or southeast corner of the building. Building 2, which would be located on the western half of the project site, would be approximately 185,359 square feet in size, consisting of 175,359 square feet of warehouse space and 10,000 square feet of office space that would be evenly split between the first and second floors and be located either at the northwest or southwest corner of the building. The two buildings combined would include a total of 370,268 square feet of warehouse space and 20,000 square feet of office space. Both buildings would be two stories and a maximum of approximately 47 feet, 6 inches, in height to the top of the parapet. Based on the Applicant's experience with similar warehouse projects, the proposed project is estimated to generate approximately 190 employees.

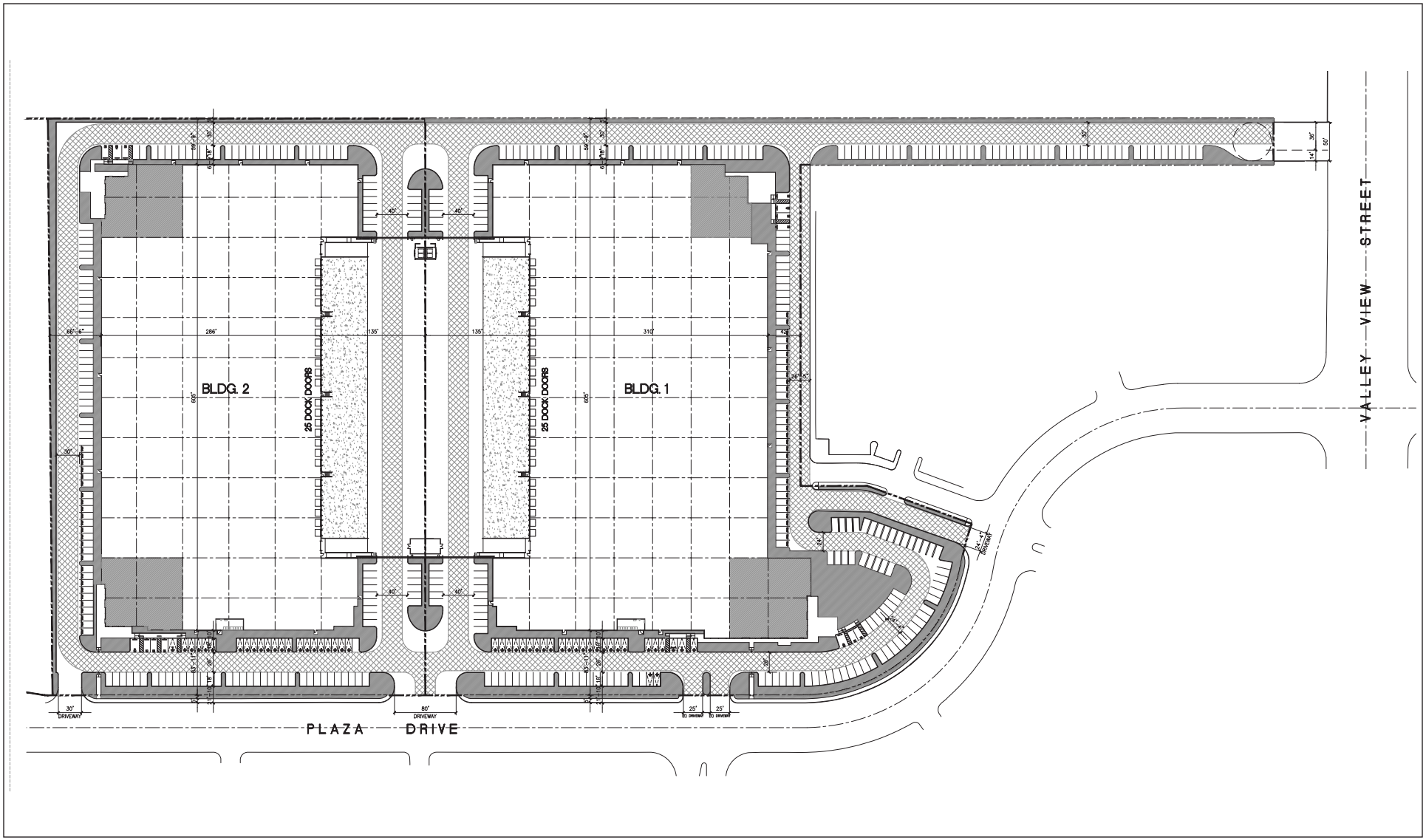
As described above, the proposed buildings would be separated in the middle by a loading area. Each building would include 25 loading docks that would face the interior of the project site. Surface parking and landscaped areas would generally surround the remainder of the proposed buildings.

2.3.2 Operational Characteristics

The ultimate end user has not been identified at this time; therefore, specific details about the future operation are not currently available. It is assumed that the proposed buildings would operate 24 hours per day, 7 days per week, depending on business and operational needs. Additionally, it is assumed that up to 50 percent of the warehouse space may be refrigerated, and that up to 50 percent of all trucks accessing the project site would have transport refrigeration units.

[1] City of Cypress. McDonnell Center Amended Specific Plan. Adopted October 1994. Page 47. Website: https://www.cypressca.org/home/showpublisheddocument/9697/637363718993530000 (accessed October 7, 2022)

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LSA

FIGURE 2-3

Goodman Commerce Center Project IS/MND
Conceptual Site Plan

SOURCE: HPA Architecture, Inc., 7/21/2022

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2.3.3 Access and Parking

The project site is currently accessible by four driveways located along Plaza Drive. The proposed project would maintain the general locations of the existing driveways, which would provide access to internal drive aisles and the loading area at the center of the project site. Separate 40-foot-wide aisles would be provided within the loading area for each building. The proposed project would also be required to install a sidewalk along the Plaza Drive frontage as a condition of approval. The sidewalk would be approximately 5 feet.

A total of 450 surface parking stalls would be provided across the project site, consisting of 329 standard stalls, 58 clean air van pool/electric vehicle (EV) charging spaces, 44 future EV charging spaces, and 19 accessible parking spaces that would include 5 EV charging spaces. Surface parking would generally be located around the perimeter of the project site.

2.3.4 Landscaping

The majority of on-site landscaping would be situated along the perimeter of the project site and within the surface parking lot. Trees and ornamental vegetation would border the project site on all sides. Additional landscaping would be provided near the pedestrian entrance to Building 1, which would include enhanced landscaped areas, decorative paving, and outdoor meeting space. Of the existing 156 trees on the project site, 84 would be removed (including 35 for construction of the new sidewalk) and 283 new trees would be planted. To the extent feasible, the proposed project would use drought-tolerant vegetation and non-invasive plantings, consistent with Chapter 29, Article I, Water Efficient Landscape Requirements, of the City's Municipal Code. Parking areas would feature landscaping consistent with Cypress Municipal Code Section 3.13.060, which requires that parking areas shall include landscaped buffer zones between parking areas and rights-of-way, and between parking areas and drive aisles.

2.3.5 Utilities and Drainage

New water and sewer lines would be constructed on site and would connect to the existing water lines and sewer mains within Plaza Drive. An existing storm drain pipe runs within the project site parallel to Plaza Drive. The proposed project would include the removal and replacement of the pipe with a 24-inch pipe that would redirect the flow from the adjacent property to the east, which currently flows through a tributary to the existing pipe. The electrical utilities for the project site will be provided by Southern California Edison (SCE) and connect to existing lines on the project site. Solid waste services will be provided by Valley Vista Services of Orange County.

The proposed project would be required to comply with all federal, State, and local regulations related to drainage and water quality. After project grading and construction, the proposed project would decrease the impervious surface area on the project site. A Preliminary Water Quality Management Plan has been prepared for the proposed project.

2.3.6 Conservation and Sustainability Features

The proposed project would be designed to comply with the water efficiency and energy conservation requirements included in the California Building Standards Code (California Code of Regulations [CCR], Title 24).

2.3.7 Construction Schedule

Development of the proposed project would require the demolition of existing structures on the site, including on-site crushing; excavation and grading of the site; delivery of materials and personnel; construction of the buildings and parking areas; and landscaping of the project site. Construction of the proposed project would occur in a single phase. Development is anticipated to take approximately 12 months, beginning in March 2023 and ending February 2024. Construction is expected to occur on weekdays between the hours of 7:00 a.m. and 5:00 p.m. Per Section 13-70 of the City's Municipal Code, Special Provisions, construction is permitted within the City between 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. and 8:00 p.m. on Saturdays. No noise-generating construction activities are permitted on Sundays or on federal holidays.

Based on the preliminary grading plans, approximately 35,962 cubic yards of material would need to be exported from the project site. Demolition, grading, and building activities would involve the use of standard earthmoving equipment such as loaders, excavators, bulldozers, cranes, and other related equipment.

All construction equipment and materials, including construction employees' personal motor vehicles, would be staged on site or on an alternative off-site location selected and approved by the City.

2.4 DISCRETIONARY ACTIONS AND NON-DISCRETIONARY PERMITS/APPROVALS

The City is the Lead Agency and has principal authority and jurisdiction over all land use entitlements within its incorporated boundaries. The proposed project would require the following discretionary approvals by the City:

- Approval and adoption of the IS/MND;
- Approval of a subdivision/parcel map; and
- Approval of a Site Plan Review.

Other non-discretionary actions anticipated to be taken by the City and additional agencies at the staff level as part of the proposed project include, but are not limited to, the actions detailed in Table 2.A, below.

Table 2.A: Non-Discretionary Permits/Approvals

Agency	Permit/Approval
City of Cypress Public Works Department, Building and Safety Division	Demolition, building, and grading permits
State Water Resources Control Board (SWRCB)	Waste Discharge Identification Number (WDID) for the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002 as amended by 2010-0013-DWQ and 2012-0006-DWQ)
Santa Ana Regional Water Quality Control Board (RWQCB) (Region 8)	Waste Discharge Identification Number (WDID) for the General Waste Discharge Requirements for Discharge to Surface Waters that Pose an Insignificant (*De Minimis*) Threat to Water Quality (Order No. R8-2015-0004 NPDES No. CAG998001)
Orange County Fire Authority (OCFA)	Plan Approval, including emergency access and fire water supply

3.0 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist in Chapter 4.0.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

3.1 DETERMINATION On the basis of this initial evaluation:

☐ I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

☐ I find that the proposed project MAY have a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

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Signature Date

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4.0 EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a) Earlier Analysis Used. Identify and state where they are available for review.

    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously

prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) The significance criteria or threshold, if any, used to evaluate each question; and

   b) The mitigation measure identified, if any, to reduce the impact to less than significant.

4.1 AESTHETICS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Discussion

The following section is based on the architectural plans, building elevations, and landscape plan included in the development plans for the proposed project and the City of Cypress (City) Municipal Code. This section is also based on Section IV: Design Guidelines of the City's McDonnell Center Amended Specific Plan (McDonnell Specific Plan) (1994).

Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact. A scenic vista is defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. Aesthetic components of a scenic vista generally include (1) scenic quality, (2) sensitivity level, and (3) view access. Although the City of Cypress does not provide a definition of scenic vistas, potential scenic vistas include areas with views of the coastline, mountains, or other prominent scenic features that are considered significant visual resources for residents and businesses.

The project site is visible from several public roadways surrounding the project site (Plaza Drive, Valley View Street, and Corporate Avenue). The City is almost entirely developed and neither the project site nor other properties in the project vicinity provide substantial views of any water bodies, mountains, hilltops, or any other significant visual resources. As such, the City has not designated any scenic corridors or scenic vistas within the City. The project site is located in a flat area and is surrounded by urban development, including a variety of office and light industrial uses to the north, office uses and a surface parking lot to the east, office uses and a parking garage to the south, and a surface parking lot and office uses to the west.

Buildings in the vicinity of the project site include a variety of office and light industrial uses to the north, office uses and a surface parking lot to the east, office uses and a parking garage to the south, and a surface parking lot and office uses to the west. Buildings in the vicinity of the project site include office and commercial buildings that range from one to five stories, and a five-story parking structure south of Plaza Drive. Both of the proposed project's buildings would be two stories, with a maximum of approximately 47 feet, 6 inches, in height to the top of the parapet wall. The McDonnell Specific Plan allows a maximum building height of 99 feet[2], which the proposed project does not exceed. As described above, the proposed buildings would be separated in the middle by a loading area. Each building would include 25 loading docks that would face the interior of the project site. Surface parking and landscaped areas would generally line the perimeter of the proposed buildings.

As there are no scenic resources that could be blocked by the proposed project and the surrounding area is characterized by office and light industrial development and an adjacent five-story parking structure, the proposed project would neither alter an existing scenic vista nor block views of any scenic vistas. For these reasons, the development of the proposed project would not have a substantial adverse effect on a scenic vista. Therefore, no impact would occur. No mitigation is required.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The California Department of Transportation (Caltrans) Scenic Highway Program protects the natural scenic beauty of the State's highways and corridors through its designated scenic highways throughout the State. Caltrans defines a scenic highway as any freeway, highway, road, or other public right-of-way that traverses an area of exceptional scenic quality. Other considerations given to a scenic highway designation include how much of the natural landscape a traveler may see and the extent to which visual intrusions degrade the scenic corridor.

The project site is not located in the vicinity of a State Scenic Highway. According to the List of Eligible and Officially Designated State Scenic Highways published by Caltrans, the only State-designated Scenic Highway in the County is a 4-mile portion of State Route 91 (SR-91) from State Route 55 (SR--55) to east of the Anaheim city limits.[3] This portion of SR-91 is approximately 12 miles northeast of the project site. The nearest State highway that is eligible for official designation as a State Scenic Highway is a portion of Pacific Coast Highway (PCH or State Route 1 [SR-1]), which is located approximately 5.75 miles southwest of the project site in the City of Seal Beach. Due to distance and intervening land uses, no portion of the project site or surrounding area is viewable from the officially designated portion of SR-91 or the eligible portion of PCH. As such, the project

[2] City of Cypress. McDonnell Center Amended Specific Plan. Adopted October 1994. Page 50. Website: https://www.cypressca.org/home/showpublisheddocument/9697/637363718993530000 (accessed October 7, 2022).

[3] California Department of Transportation (Caltrans). 2018. California State Scenic Highway System Map Website: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca (accessed September 1, 2022).

would not result in impacts related to the substantial damage of scenic resources within a State Scenic Highway. Therefore, there would be no impact, and no mitigation is required.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less Than Significant Impact. According to the United States Census Bureau, the City of Cypress is located within the Los Angeles—Long Beach—Anaheim, CA Urbanized Area.[4] As described in the *State CEQA Guidelines* Section 15387 and defined by the United States Census Bureau, an "urbanized area" is a central city or a group of contiguous cities with a population of 50,000 or more people, together with adjacent densely populated areas having a population density of at least 1,000 people per square mile.[5] Because the City is located in an urbanized area, the project site is also located within an urbanized area. Further, surrounding land uses in the vicinity of the project site are representative of urban densities.

In its existing condition, the project site consists of approximately 18.69 acres of land currently developed with a two-story office/warehouse building (248,623 square feet) and its associated surface parking lot. There are 20 loading docks on the northern side of the office/warehouse building. The project site is bounded on the east by Valley View Street, on the south by Plaza Drive, and on the north and west by office/light industrial uses.

As stated previously, the project site is visible from several public roadways surrounding the project site (Plaza Drive, Valley View Street, and Corporate Avenue), and land uses surrounding the project site are urbanized with office and light industrial uses.

The project site is within the City's Planning Area 2 of the McDonnell Center Specific Plan Area (PC-3) and is currently zoned for industrial/warehouse, which allows for light manufacturing, storage and warehousing, and offices, among various other uses.

As part of the project approval process, an amendment to the General Plan is not necessary as the proposed project would not include or require any amendments to the City's General Plan, the McDonnell Specific Plan, or the City's Zoning Ordinance as the project includes a warehouse use. Therefore, the proposed project would not conflict with applicable zoning and other regulations governing scenic quality. As such, impacts would be less than significant, and no mitigation is required.

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4 United States Census Bureau. 2010a. Los Angeles—Long Beach—Anaheim, CA Urbanized Area No. 51445. Website: https://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/ua51445_los_angeles--long_beach--anaheim_ca/DC10UA51445_000.pdf (accessed September 1, 2022).

5 United States Census Bureau. 2010b. Census Urban Area FAQs. Website: https://www.census.gov/programs-surveys/geography/about/faq/2010-urban-area-faq.html (accessed September 1, 2022).

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact. The impact of nighttime lighting depends upon the type of use affected, the proximity to the affected use, the intensity of specific lighting, and the background or ambient level of the combined nighttime lighting. Nighttime ambient light levels may vary considerably depending on the age, condition, and abundance of point-of-light sources present in a particular view. The use of exterior lighting for security and aesthetic illumination of architectural features may contribute to ambient nighttime lighting conditions. Spillover light can be problematic in areas where the ambient conditions are very dark, and there are specialized uses that depend on that darkness.

The spillover of light onto adjacent properties has the potential to interfere with certain activities, including vision, sleep, privacy, and the general enjoyment of the natural nighttime condition. Light-sensitive uses include residential, some commercial and institutional uses, and, in some situations, natural areas. Changes in nighttime lighting may become significant if a proposed project substantially increases ambient lighting conditions beyond its property line and project lighting routinely spills over into adjacent light-sensitive land use areas.

Reflective light (glare) is caused by sunlight or artificial light reflecting from finished surfaces (e.g., window glass) or other reflective materials. Glass and other materials can have many different reflectance characteristics. Buildings constructed of highly reflective materials from which the sun reflects at a low angle commonly cause adverse glare. Reflective light is common in urban areas. Glare generally does not result in the illumination of off-site locations but results in a visible source of light viewable from a distance.

Nighttime illumination impacts are evaluated in terms of the project's net change in ambient lighting conditions and proximity to light-sensitive land uses. The project site is currently developed with a two-story office/warehouse building and associated asphalt parking lot. Two warehouse spaces are occupied by Bar Bakers (a food distribution facility) and a private university. The remaining warehouse and office space is vacant.

As discussed above, the project site is surrounded by a variety of office/light industrial uses. The nearest light-sensitive land uses are residential uses, located approximately 2,000 feet northeast of the project site on Ferne Avenue and 2,300 feet southeast of the project site on Barbados Avenue. Other sources of light on and adjacent to the project site include exterior lighting from adjacent properties, streetlights, and vehicle headlights.

***Construction*.** Construction activities would occur primarily during daylight hours. The project would be required to comply with Section 13-70, Special Provisions, of the City's Municipal Code, which requires that construction activities occur only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and between 9:00 a.m. and 8:00 p.m. on Saturdays. Any construction-related illumination during evening and nighttime hours would be shielded to the extent feasible and would consist of the minimum lighting required for safety and security purposes only and would occur only for the duration required for the temporary construction process. Due to its limited scope and short duration, light resulting from construction activities would not substantially impact sensitive uses,

substantially alter the character of off-site areas surrounding the construction area or interfere with the performance of an off-site activity. Minor glare from sunlight on construction equipment and vehicle windshields is not anticipated to impact visibility in the area because (1) relatively few construction vehicles and pieces of construction equipment would be used on the project site, and (2) the construction site would be fenced and shielded from pedestrian and vehicular views. In addition, construction vehicles would not be operating at night and thus would not create nighttime sources of glare. Therefore, construction of the proposed project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area, and light impacts associated with construction would be less than significant. No mitigation would be required.

Operation. In the existing condition, the project site produces exterior light and glare from a lighted surface parking area and wall-mounted building lighting. Several light poles exist throughout the existing surface parking lot and are an existing source of light on the project site. Existing sources of light in the project vicinity are typical of commercial areas and include headlights on nearby roadways, building facade and interior lighting, and pole-mounted lighting in the parking areas of adjacent developments. Lighting from existing distant development within the City also contributes to the background lighting in the project vicinity.

The proposed project's ultimate end user has not been identified at this time; therefore, specific details about the future operation are not currently available. It is assumed that the proposed buildings would operate 24 hours per day, 7 days per week, depending on business and operational needs.

The proposed project would include lighting that would be distributed throughout the project site. A mix of lighting would be used to balance both safety lighting and ambient/enhanced lighting throughout the site. Light fixtures would be specified and located to incorporate shielding to minimize and eliminate lighting spill over from the project site into neighboring properties. All exterior lighting associated with the proposed project would be implemented in conformance with the exterior lighting requirements in Section M of the McDonnell Specific Plan, which include the following:

1. All exterior lighting shall be shielded and confined within site boundaries.

2. Light standards and fixtures in parking areas shall not exceed twenty-five (25) feet in height. Security lighting fixtures shall not project above the fascia or roofline of the building.

Additionally, the proposed project's exterior lighting would be required to comply with the City's Lighting Standards 3.11.060, Exterior Lighting, and Section 3.10.060, Light and Glare, of the City's Zoning Ordinance. Section 3.10.060, Light and Glare, requires that light and glare associated with residential uses is shielded or directed to avoid illuminating adjacent properties or causing glare that affects motorists. The proposed project would also be required to comply with Cypress Municipal Code Section 3.11.060, Exterior Lighting, which requires that (1) lighting fixtures are appropriate in height, intensity, and scale to the use they are serving; (2) the level of parking lot lights is between 2 and 4 footcandles at the base of the light fixture; and (3) light sources visible from outside a project's boundary are shielded to reduce glare so that neither the light source nor its image from a

reflective surface shall be directly visible from any point beyond the property line. Compliance with Cypress Municipal Code Sections 3.10.060 and 3.11.060 would minimize light and glare spillover impacts related to the proposed project. Impacts related to glare from on-site lighting would not occur because the exterior building materials would not include highly reflective materials.

Therefore, lighting provided as part of the proposed project would be largely consistent with the type and intensity of existing lighting in the vicinity of the project site. The final lighting plans for the project would be subject to review and approval as part of the site plan review process. In addition, compliance with the City's Municipal Code would ensure sufficient lighting for safety purposes while also ensuring that all exterior lighting would be directed, positioned, or shielded from adjacent land uses. As such, the proposed project would not create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area, and impacts would be less than significant. No mitigation is required.

4.2 AGRICULTURE AND FORESTRY RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Impact Analysis

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. As shown in Figure 2-2, Aerial Photograph and Surrounding Land Uses, the project site is currently developed with several buildings and parking lots and is surrounded by industrial, residential, and commercial/office uses. The project site is not used for agricultural production and is not designated Prime Farmland, Unique Farmland, or Farmland of Statewide Important on maps prepared as part of the Farmland Mapping and Monitoring Program by the California Department of Conservation (DOC). As of 2016, the entire project site and surrounding area is designated as "Urban and Built Up Land."[6] The proposed project would not convert farmland to a non-agricultural use. The nearest Prime Farmland is located approximately 4,000 feet southwest of the site. Therefore, no impacts to agricultural resources would occur, and no mitigation is required.

[6] California Department of Conservation. 2016. California Important Farmland Finder. Website: https://maps.conservation.ca.gov/DLRP/CIFF/ (accessed August 30, 2022).

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The project site is within the boundaries of the McDonnell Center Amended Specific Plan (McDonnell Specific Plan, approved October 11, 1994), and is, therefore, designated as the McDonnell Specific Plan in the City's General Plan Land Use Element. The McDonnell Specific Plan area is divided into six planning areas that are designated as industrial/warehouse, office, or commercial. The McDonnell Specific Plan also constitutes the zoning for the project site.[7] The project site is within Planning Area 2 and is currently zoned for industrial/warehouse, which allows for light manufacturing, storage and warehousing, and offices, among various other uses.

The proposed project includes warehouse uses and does not include a change to the project site's zoning designation. The area surrounding the project site consists of Urban and Built-Up Land, and the project site itself is non-enrolled land (land not enrolled in a Williamson Act contract and not mapped by the Farmland Mapping & Monitoring Program).[8] Therefore, there would be no conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur, and no mitigation is required.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

No Impact. The project site is not currently used for timberland production, is not zoned as forest land or timberland, and does not contain forest land or timberland as defined by Public Resources Code (PRC) Section 1220(g), PRC Section 4526, or Government Code Section 51104(g). Therefore, no impacts to forest land or timberland would occur, and no mitigation is required.

d) Would the project result in the loss of forest land or conversion of forestland to non-forest use?

No Impact. The project site and surrounding area are currently developed and highly disturbed. The existing site operations contain warehouse uses with a surface parking lot and do not contain forest land. The proposed project would not convert forest land to a non-forest use. Likewise, the proposed project would not contribute to environmental changes that would result in the conversion of forest land to a non-forest use. Therefore, no impact would occur, and no mitigation is required.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

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7 City of Cypress. 1994. McDonnell Center Amended Specific Plan. Website: https://www.cypressca.org/home/showpublisheddocument/9697/637363718993530000 (accessed August 30, 2022).

8 City of Cypress. Cypress General Plan Environmental Impact Report. Page 7-2. Website: https://www.cypressca.org/home/showpublisheddocument/666/636123114138270000 (accessed August 30, 2022).

No Impact. The project site is not used for agricultural production and does not contain any forest land. As detailed in Section 4.2(b) above, the project site is within Planning Area 2 of the McDonnell Specific Plan and is currently zoned for industrial/warehouse, which allows for light manufacturing, storage and warehousing, and offices, among various other uses. Thus, the proposed project would not convert farmland to a non-agriculture use. Likewise, because the project site is already developed and is not within the vicinity of any existing agricultural land or land zoned for agricultural uses, the proposed project would not contribute to environmental changes that could result in the conversion of farmland to non-agricultural use. Therefore, no impact would occur, and no mitigation is required.

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4.3 AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Discussion

The project site is located within the South Coast Air Basin (Basin). The South Coast Air Quality Management District (SCAQMD) is the regional government agency that monitors and regulates air pollution within the Basin. The federal Clean Air Act and the California Clean Air Act mandate the control and reduction of specific air pollutants. Under these Acts, the United States Environmental Protection Agency (USEPA) and the California Air Resources Board (CARB) have established ambient air quality standards for specific "criteria" pollutants, designed to protect public health and welfare. Primary criteria pollutants include carbon monoxide (CO), volatile organic compounds (VOCs), nitrogen oxides (NO_X), particulate matter (PM_{10}), sulfur dioxide (SO_2), and lead (Pb). Secondary criteria pollutants include ozone (O_3), and fine particulate matter ($PM_{2.5}$). These ambient air quality standards are levels of contaminants, which represent safe levels that avoid specific adverse health effects associated with each criteria pollutant.

The Basin is in nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the PM_{10} standard and in attainment/maintenance for the federal PM_{10}, CO, and NO_2 standards. To meet these standards, the SCAQMD has established project-level thresholds for VOCs, NO_X, and $PM_{2.5}$. The SCAQMD has established thresholds of significance for criteria pollutant emissions generated during both construction and operation of projects as shown in Table 4.3.A, below.

The SCAQMD considers any projects in the Basin with construction- or operation-related emissions that exceed any of the emission thresholds above to have potentially significant impacts.

Table 4.3.A: SCAQMD Construction and Operation Thresholds of Significance (lbs/day)

	VOCs	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Construction Thresholds	75	100	550	150	150	55
Operation Thresholds	55	55	550	150	150	55

Source: *CEQA Air Quality Handbook* (SCAQMD 1993).
CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_2 = sulfur dioxides
VOCs = volatile organic compounds

In addition, the SCAQMD published its *Final Localized Significance Threshold Methodology* in July 2008, recommending that all air quality analyses include an assessment of air quality impacts to nearby sensitive receptors.[9] This guidance was used to analyze potential localized air quality impacts associated with construction of the proposed project. Localized significance thresholds (LSTs) are developed based on the size or total area of the emission source, the ambient air quality in the source receptor area, and the distance between the project and the nearest sensitive receptor. The SCAQMD defines structures that house persons (e.g., children, the elderly, persons with pre-existing respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise) or places where they gather as sensitive receptors (i.e., residences, schools, playgrounds, child-care centers, convalescent centers, retirement homes, and athletic fields).

LSTs are based on the ambient concentrations of that pollutant within the project Source Receptor Area (SRA) and the distance to the nearest sensitive receptor. For the proposed project, the appropriate SRA for the LST is the Central Orange County area (SRA 17). SCAQMD provides LST screening tables for 25-, 50-, 100-, 200-, and 500-meter source-receptor distances. While the project site is approximately 18.6 acres, for screening purposes, the 5-acre LST thresholds were used for the construction and operational LST analysis. This approach is conservative as it assumes that all on-site emissions associated with the project would occur within a concentrated 5-acre area.

The nearest sensitive receptors for air quality emissions include a medical center located north of the northern boundary of the project site. Since the sensitive receptor is within 960 feet (293 meters) of the project site,[10] the LST analysis followed the guidance of the SCAQMD for evaluating sensitive receptors, discussed in further detail in this analysis. Table 4.3.B lists the LST thresholds that apply during project construction and operation.

[9] South Coast Air Quality Management District (SCAQMD). 2008. *Final Localized Significance Threshold Methodology.* July. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf (accessed December 2022).

[10] SCAQMD. Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf (accessed December 2022).

Table 4.3.B: SCAQMD LST Thresholds (lbs/day)

Emissions Source Category	NO_X	CO	PM_{10}	$PM_{2.5}$
Construction (5-acre, 293-meter distance)	215.0	5,667.0	119.0	56.0
Operations (5-acre, 293-meter distance)	215.0	5,667.0	29.0	14.0

Source: *Final Localized Significance Threshold Methodology* (SCAQMD 2008).
Note: SRA 17— Central Orange County, 5 acres, receptors at 960 feet (293 meters).
CO = carbon monoxide
lbs/day = pounds per day
LST = localized significance threshold
NO_x = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SRA = source receptor area

Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less Than Significant Impact. An Air Quality Management Plan (AQMP) describes air pollution control strategies to be undertaken by a city or county in a region classified as a nonattainment area to meet the requirements of the federal Clean Air Act. The main purpose of an AQMP is to bring an area into compliance with the requirements of federal and State ambient air quality standards (AAQS). The applicable air quality plan is the SCAQMD's adopted 2016 AQMP. The AQMP is based on regional growth projections developed by the Southern California Association of Governments (SCAG).

Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the AQMP that were designed to achieve the federal and State air quality standards. Per the SCAQMD's *CEQA Air Quality Handbook* (April 1993, currently being revised), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2016 AQMP; and (2) whether the project would exceed the 2016 AQMP's assumptions for the final year for the AQMP.

Consistency Criterion 1. Consistency Criterion No. 1 refers to violations of the California ambient air quality standards (CAAQS) and national ambient air quality standards (NAAQS). CAAQS and NAAQS violations would occur if LSTs or regional significance thresholds are exceeded. As evaluated below in the Response 4.3(b), the proposed project would result in short-term construction and long-term pollutant emissions that are less than the CEQA significance emissions thresholds established by the SCAQMD. Therefore, the proposed project would not result in an increase in the frequency or severity of any air quality standards violation and would not cause a new air quality standards violation. Therefore, the proposed project would not conflict with the AQMP according to this criterion. On the basis of the preceding discussion, the proposed project is determined to be consistent with the first criterion.

Consistency Criterion 2. The SCAQMD's *CEQA Air Quality Handbook* indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and significant projects. Significant projects include airports, electrical generating facilities,

petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities. The proposed project would not include or require any amendments to the City's General Plan, the McDonnell Specific Plan, or the City's Zoning Ordinance. In addition, the project proposes construction of two warehouse buildings totaling 390,268 square feet including 20,000 square feet of office space. Since the proposed project is consistent with the City's General Plan and given its limited size, the proposed project is not defined as significant for the purposes of the AQMP consistency analysis.

Based on the analysis presented above, the proposed project would not conflict with or obstruct implementation of the applicable air quality plan and would result in a less than significant impact. No mitigation is required.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact. As discussed above, the Basin is currently designated as nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the PM_{10} standard. The Basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of AAQS. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified SCAQMD significance thresholds identified above in Table 4.3.B, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Therefore, additional analysis to assess cumulative impacts is not necessary. The following analysis assesses the potential project-level air quality impacts associated with construction and operation of the proposed project.

Construction Emissions. During construction, short-term degradation of air quality may occur due to the release of particulate matter emissions (i.e., fugitive dust) generated by demolition, grading, building construction, paving, and other activities. Emissions from construction equipment are also anticipated and would include CO, nitrogen oxides (NO_x), VOCs, directly emitted $PM_{2.5}$ or PM_{10}, and toxic air contaminants (TACs) such as diesel exhaust particulate matter.

Construction activities associated with the proposed project would include demolition, grading, site preparation, building construction, architectural coating, and paving activities. Construction-related effects on air quality from the proposed project would be greatest during the site preparation phase due to the disturbance of soils. If not properly controlled, these activities would temporarily generate particulate emissions. Sources of fugitive dust would include disturbed soils at the construction site. Unless properly controlled, vehicles leaving the site would deposit dirt and mud on

local streets, which could be an additional source of airborne dust after it dries. PM_{10} emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. PM_{10} emissions would depend on soil moisture, silt content of soil, wind speed, and amount of operating equipment. Larger dust particles would settle near the source, whereas fine particles would be dispersed over greater distances from the construction site.

Water or other soil stabilizers can be used to control dust, resulting in emission reductions of 50 percent or more. SCAQMD has established Rule 403: Fugitive Dust, which would require the Applicant to implement measures that would reduce the amount of particulate matter generated during the construction period. The Rule 403 measures that were incorporated in this analysis include:

- Water active sites at least three times daily (locations where grading is to occur shall be thoroughly watered prior to earthmoving).
- Cover all trucks hauling dirt, sand, soil, or other loose materials, or maintain at least 2 feet (0.6 meter) of freeboard (vertical space between the top of the load and the top of the trailer) in accordance with the requirements of California Vehicle Code Section 23114.
- Reduce traffic speeds on all unpaved roads to 15 miles per hour or less.

In addition to dust-related PM_{10} emissions, heavy trucks and construction equipment powered by gasoline and diesel engines would generate CO, sulfur oxides (SO_x), NO_x, VOCs and some soot particulate ($PM_{2.5}$ and PM_{10}) in exhaust emissions. If construction activities were to increase traffic congestion in the area, CO and other emissions from traffic would increase slightly while those vehicles idle in traffic. These emissions would be temporary in nature and limited to the immediate area surrounding the construction site.

Construction emissions were estimated for the proposed project using the California Emissions Estimator Model version 2020.4.0 (CalEEMod). As stated in Chapter 2.0, Project Description, the project would construct two warehouse buildings totaling 390,268 square feet including 20,000 square feet of office space, which was included in CalEEMod. This analysis assumes that approximately 50 percent of the space would be refrigerated warehouse space and the other 50 percent would be unrefrigerated warehouse space. The analysis also assumes that construction is anticipated to occur over a 12-month duration, with construction beginning in March 2023 and completion expected in February 2024. In addition, the proposed project would require the cut of approximately 35,962 cubic yards of soil, which was included in CalEEMod. Other precise details of construction activities are unknown at this time; therefore, default settings (e.g., construction equipment and worker trips) from CalEEMod were assumed. Use of Tier 2 construction equipment was included in the CalEEMod modeling. Table 4.3.C identifies the maximum daily emissions associated with construction activities during each construction phase. Appendix A of this IS/MND provides CalEEMod output sheets for the construction emissions associated with the proposed project.

Table 4.3.C: Short-Term Regional Construction Emissions

Construction Phase	Maximum Daily Regional Pollutant Emissions (lbs/day)							
	VOCs	NO_X	CO	SO_X	Fugitive PM_{10}	Exhaust PM_{10}	Fugitive $PM_{2.5}$	Exhaust $PM_{2.5}$
Demolition	1.5	45.4	29.3	0.1	12.0	1.0	2.0	1.0
Site Preparation	1.3	33.8	23.5	<0.1	9.0	0.9	4.6	0.9
Grading	2.5	88.5	49.7	0.2	9.7	1.6	3.2	1.6
Building Construction	1.9	27.4	26.6	0.1	3.3	0.9	0.9	0.9
Paving	2.0	20.1	17.7	<0.1	0.2	0.7	0.0	0.7
Architectural Coating	36.9	2.4	3.3	<0.1	0.5	0.1	0.1	0.1
Peak Daily Emissions	**38.9**	**88.5**	**49.7**	**0.2**	**13.0**		**5.5**	
SCAQMD Threshold	**75.0**	**100.0**	**550.0**	**150.0**	**150.0**		**55.0**	
Significant?	**No**	**No**	**No**	**No**	**No**		**No**	

Source: Compiled by LSA (December 2022).
Note: Maximum emissions of VOCs occurred during the overlapping building construction and architectural coating phases
CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOCs = volatile organic compounds

As shown in Table 4.3.C, construction emissions associated with the proposed project would not exceed the SCAQMD's thresholds for VOCs, NO_X, CO, SO_X, $PM_{2.5}$, and PM_{10}. Therefore, construction of the proposed project would not result in a cumulatively considerable increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State AAQS. Impacts would be less than significant, and no mitigation is required.

Operational Air Quality Impacts. Long-term air pollutant emissions associated with operation of the proposed project include emissions from area, energy, and mobile. Area-source emissions include architectural coatings, consumer products, and landscaping. Energy-source emissions result from activities in buildings that use electricity and natural gas. Mobile-source emissions are from vehicle trips associated with operation of the proposed project.

PM_{10} emissions result from running exhaust, tire and brake wear, and the entrainment of dust into the atmosphere from vehicles traveling on paved roadways. Entrainment of PM_{10} occurs when vehicle tires pulverize small rocks and pavement and the vehicle wakes generate airborne dust. The contribution of tire and brake wear is small compared to the other particulate matter emission processes. Gasoline-powered engines have small rates of particulate matter emissions compared with diesel-powered vehicles.

Energy-source emissions result from activities in buildings for which natural gas is used. The quantity of emissions is the product of usage intensity (i.e., the amount of natural gas) and the emission factor of the fuel source. The emission factor is determined by the fuel source, with cleaner energy sources, like renewable energy, producing fewer emissions than conventional sources. The proposed project would comply with the latest California Green Building Standards Code.

Typically, area-source emissions consist of direct sources of air emissions at the project site, including architectural coatings, consumer products, and use of landscape maintenance equipment.

Long-term operation emissions associated with the proposed project were calculated using CalEEMod. Trip generation rates used in CalEEMod for the proposed project were based on the project's trip generation estimates identified in the proposed project's Traffic Analysis (provided in Appendix F of this IS/MND).[11] The proposed project would generate a total of 692 average daily trips (ADT), of which 276 ADT would be for the unrefrigerated warehouse and 416 ADT would be for the refrigerated warehouse. The total 692 ADT would include 498 passenger vehicle trips, 60 two-axle truck trips, 26 three-axle truck trips, and 126 four-axle truck trips, which was included in CalEEMod. In addition, the CalEEMod analysis assumes the proposed project would include drought tolerant landscaping.

Long-term operational emissions associated with the existing uses were also evaluated in CalEEMod. The project site is developed with an existing 336,643-square-foot building; however, a total of 151,486 square feet of space is currently occupied. Therefore, the existing uses analysis evaluates 151,486 square feet of existing warehouse uses. Although the project's Traffic Analysis identifies an existing trip generation of 1,658 ADT associated with the total 336,643-square-foot building, this analysis assumes a scaled existing trip generation of approximately 916 ADT based on the currently occupied space.

The long-term operational emissions associated with the proposed project are shown in Table 4.3.D. Appendix A provides CalEEMod output sheets for the operational emissions of the proposed project.

Table 4.3.D: Project Operational Emissions

Emission Type	Pollutant Emissions (lbs/day)					
	VOCs	NO_X	CO	SO_X	PM_{10}	$PM_{2.5}$
Existing Uses Operational Emissions						
Area Sources	3.4	<0.1	<0.1	0.0	<0.1	<0.1
Energy Sources	<0.1	0.2	0.2	<0.1	<0.1	<0.1
Mobile Sources	3.0	4.0	33.6	0.1	8.3	2.3
Total Existing Emissions	**6.4**	**4.2**	**33.8**	**0.1**	**8.3**	**2.3**
Proposed Project Operational Emissions						
Area Sources	8.8	<0.1	0.1	<0.1	<0.1	<0.1
Energy Sources	<0.1	0.3	0.2	<0.1	<0.1	<0.1
Mobile Sources	2.2	10.9	23.7	0.1	6.5	1.8
Total Project Emissions	**11.0**	**11.2**	**24.0**	**0.1**	**6.5**	**1.8**
Net Total Emissions	**4.6**	**7.0**	**-9.8**	**0.0**	**-1.8**	**-0.5**
SCAQMD Threshold	**55.0**	**55.0**	**550.0**	**150.0**	**150.0**	**55.0**
Exceeds Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).
Note: Some values may not appear to add correctly due to rounding.
CO = carbon monoxide
lbs/day = pounds per day
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SO_X = sulfur oxides
VOCs = volatile organic compounds

[11] Urban Crossroads. 2023. *Goodman Center Commerce Center Traffic Analysis*. January 27.

The results shown in Table 4.3.D indicate operational emissions associated with the proposed project would not exceed the significance criteria for daily VOCs, NO_X, CO, SO_X, PM_{10}, or $PM_{2.5}$ emissions. Therefore, operation of the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or State AAQS. Impacts would be less than significant, and no mitigation is required.

Long-Term Microscale (CO Hot Spot) Analysis. Vehicular trips associated with the proposed project would contribute to congestion at intersections and along roadway segments in the vicinity of the project site. Localized air quality impacts would occur when emissions from vehicular traffic increase as a result of the proposed project. The primary mobile-source pollutant of local concern is CO, a direct function of vehicle idling time and, thus, of traffic flow conditions. CO transport is extremely limited; under normal meteorological conditions, it disperses rapidly with distance from the source. However, under certain extreme meteorological conditions, CO concentrations near a congested roadway or intersection may reach unhealthful levels, affecting local sensitive receptors (e.g., residents, schoolchildren, the elderly, and hospital patients).

Typically, high CO concentrations are associated with roadways or intersections operating at unacceptable levels of service or with extremely high traffic volumes. In areas with high ambient background CO concentrations, modeling is recommended to determine a project's effect on local CO levels.

An assessment of project-related impacts on localized ambient air quality requires that future ambient air quality levels be projected. Existing CO concentrations in the immediate project vicinity are not available. Ambient CO levels monitored at the Anaheim Monitoring Station, located at 1630 W. Pampas Lane, showed a highest recorded 1-hour concentration of 2.4 parts per million (ppm) (the State standard is 20 ppm) and a highest 8-hour concentration of 1.7 ppm (the State standard is 9 ppm) from 2019 to 2021. The highest CO concentrations would normally occur during peak traffic hours; hence, CO impacts calculated under peak traffic conditions represent a worst-case analysis. Reduced speeds and vehicular congestion at intersections result in increased CO emissions.[12]

Based on the trip generation described in Section 4.17, Transportation, the proposed project would generate 692 ADT, with approximately 35 trips occurring in the AM peak hour and approximately 43 trips occurring in the PM peak hour. As the proposed project would not generate 100 or more AM or PM peak hour trips, the proposed project did not meet the criteria for an evaluation of study area intersection or roadway segment levels of service. Therefore, it is assumed that the addition of the proposed project traffic would not create any significant adverse impacts to nearby intersections.

Therefore, given the extremely low level of CO concentrations in the project area and the lack of traffic impacts at any intersections, project-related vehicles are not expected to contribute significantly to CO concentrations exceeding the State or federal CO standards. Because no CO hot

[12] United States Environmental Protection Agency (USEPA). Outdoor Air Quality Data. 2021. Website: https://www.epa.gov/outdoor-air-quality-data/monitor-values-report (accessed May 2022).

spot would occur, as identified in the proposed project, there would be no project-related impacts on CO concentrations.

Therefore, operation of the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable NAAQS and CAAQS, and impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less Than Significant Impact. The SCAQMD defines structures that house persons (e.g., children, the elderly, persons with pre-existing respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise) or places where they gather (i.e., residences, schools, playgrounds, child-care centers, convalescent centers, retirement homes, and athletic fields) as sensitive receptors. Sensitive receptors are defined as people who have an increased sensitivity to air pollution or environmental contaminants. The closest existing sensitive receptor is a medical center located north of the northern project site boundary.

As discussed above, LSTs are based on the ambient concentrations of that pollutant within the project SRA and the distance to the nearest sensitive receptor. SCAQMD provides LST screening tables for 25, 50, 100, 200, and 500-meter source-receptor distances. For the proposed project, the appropriate SRA for the LST is the Central Orange County area (SRA 17). While the project site is approximately 18.6 acres, for screening purposes, the 5-acre LST thresholds were used for the construction and operational LST analysis. This approach is conservative as it assumes that all on-site emissions associated with the proposed project would occur within a concentrated 5-acre area. The results of the LST analysis for both construction and operation of the proposed project are summarized in Tables 4.3.E and 4.3.F.

Table 4.3.E: Construction Localized Emissions

Emissions Sources	Pollutant Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Construction Emissions	51.2	36.7	10.9	5.5
SCAQMD LST	**215.0**	**5,667.0**	**119.0**	**56.0**
Significant Emissions?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).
Note: SRA 17— Central Orange County, 5 acres, receptors at 960 feet (293 meters).
CO = carbon monoxide
lbs/day = pounds per day
LST = localized significance threshold
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SRA = Source Receptor Area

Table 4.3.F: Operational Localized Emissions

Emissions Sources	Pollutant Emissions (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
On-Site Emissions	<1.0	1.3	<1.0	<1.0
SCAQMD LST	**215.0**	**5,667.0**	**29.0**	**14.0**
Significant Emissions?	**No**	**No**	**No**	**No**

Source: Compiled by LSA (December 2022).
Note: SRA 17— Central Orange County, 5 acre, receptors at 960 feet, on-site traffic 5 percent of total.
CO = carbon monoxide
lbs/day = pounds per day
LST = localized significance threshold
NO_X = nitrogen oxides
$PM_{2.5}$ = particulate matter less than 2.5 microns in size
PM_{10} = particulate matter less than 10 microns in size
SCAQMD = South Coast Air Quality Management District
SRA = Source Receptor Area

The results of the LST analysis, summarized in Tables 4.3.E and 4.3.F, indicate that the proposed project would not result in an exceedance of a SCAQMD LST during project construction or operation. Therefore, the proposed project would result in less than significant localized air quality impacts during construction and operation, and no mitigation is required.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less Than Significant Impact. Heavy-duty equipment on the project site during construction would emit odors, primarily from equipment exhaust. In addition, the application of asphalt and architectural coatings during construction activities may result in odors. Standard construction requirements would minimize odor impacts from construction. The construction odor emissions would be temporary, short-term, and intermittent in nature and would cease upon completion of the respective phase of construction and are thus considered less than significant.

SCAQMD Rule 402 regarding nuisances states: "A person 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." The proposed project does not contain land uses typically associated with emitting objectionable odors. It is expected that project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with the City's solid waste regulations. The proposed project would also be required to comply with SCAQMD Rule 402 to prevent occurrences of public nuisances. Therefore, odors associated with the proposed project construction and operations would be less than significant, and no mitigation is required.

4.4 BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Discussion

This section is based on geographic information system (GIS) information provided by the United States Fish and Wildlife Service (USFWS) for Critical Habitat for Threatened & Endangered Species, last updated in October 2022.

Impact Analysis

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. The project site had been used for agriculture uses up until the early 1990s when it was developed for commercial/office uses with an asphalt surface parking lot. See Table 4.5.A in Section 4.5, Cultural Resources, for a description of past uses on the project site. The perimeter and parking areas of the site are surrounded with landscaped areas consisting of trees and small bushes.

Special-Status Habitat/Vegetation. The USFWS Critical Habitat for Threatened & Endangered Species map does not identify any locations of critical habitat within the project site. The closest known critical habitat is the Bolsa Chica Ecological Reserve which contains the Western snowy plover, approximately 6.8 miles south of the project site.[13] Additionally, critical habitat for the Coastal California gnatcatcher is located in the West Coyote Hills approximately 7 miles north of the project site, just north of Ralph B. Clark park. According to the California Natural Diversity Database (CNDDB), no sensitive plant species have been documented on the project site or in the immediately surrounding area.

The Orange County Transportation Authority's (OCTA) 2016 Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP), which was adopted for the purpose of permitting freeway capital improvement projects proposed by OCTA and OCTA's habitat preserve, restoration, and monitoring activities, includes a Plan Area that covers the entirety of Orange County, including Cypress. The City is not a party to the OCTA NCCP/HCP, and development activity within the City is not subject to the provisions of the OCTA NCCP/HCP. Therefore, the OCTA NCCP/HCP does not apply to the proposed project. No special-status species are anticipated to be directly affected by the project due to the lack of suitable habitat on the project site. Therefore, no impacts to sensitive or special-status species would result from implementation of the proposed project, and no mitigation is required.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

No Impact. The project site is highly disturbed and developed with several buildings, a paved parking lot, and landscaping, and does not support any special-status or sensitive riparian habitat as identified in regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or USFWS. Therefore, no impacts related to riparian habitat or other sensitive natural communities identified in a local or regional plan would result from project implementation, and no mitigation is required

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. According to the National Wetlands Inventory managed by the USFWS, the project site does not contain federally protected wetlands.[14] The project site is located entirely outside of streambeds, banks, and riparian habitat. No potential waters of the United States or CDFW jurisdictional areas are located on the project site.

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13 United States Fish and Wildlife Service (USFWS). 2022a. Critical Habitat for Threatened and Endangered Species. GIS Mapping Website: https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77 (accessed October 5, 2022).

14 USFWS. 2022b. National Wetlands Inventory. GIS Mapping. Website: https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/ (accessed October 5, 2022).

Although construction activities have the potential to result in temporary indirect effects to water quality including a potential increase in erosion and sediment transport into downstream aquatic areas and the contamination of waters from construction equipment, these potential indirect effects to hydrology and water quality would be avoided or substantially minimized through the implementation of Best Management Practices (BMPs) and a Water Quality Management Plan as discussed in Section 4.10, Hydrology and Water Quality. Specifically, adherence to Regulatory Compliance Measure 4.10-1, provided in Section 4.10, would address erosion-related impacts during construction through implementation of construction site BMPs to avoid erosion and sedimentation impacts to downstream aquatic areas and water quality. As such, there would be no impacts on State or federally protected wetlands.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less Than Significant Impact. The project site is currently developed and is located in an urban area. Due to the surrounding urban development, the project site does not function as a wildlife movement corridor. Species that are found on site either fly onto the site or are able to navigate on the ground through long stretches of urban development. Therefore, the project site does not contain any native resident or migratory fish, wildlife species, or wildlife corridors. In addition, no portion of the project site or the immediately surrounding areas contains an open body of water that serves as natural habitat in which fish could exist.

The existing trees on the project site may provide habitat suitable for nesting migratory birds that were observed on the project site. Approximately 84 of the existing on-site trees, which are primarily ornamental, would be removed during construction. Therefore, the proposed project has the potential to impact active bird nests if vegetation and trees are removed during the nesting season. Nesting birds are protected under the federal Migratory Bird Treaty Act (MBTA) (Title 33, United States Code, Section 703 et seq., see also Title 50, Code of Federal Regulations, Part 10) and Section 3503 of the California Fish and Game Code. Therefore, implementation of the proposed project would be subject to the provisions of the MBTA, which prohibits disturbing or destroying active nests. Project implementation must be accomplished in a manner that avoids impacts to active nests during the breeding season. If project construction occurs between February 1 and August 31, a qualified biologist shall conduct a nesting bird survey prior to ground- and/or vegetation-disturbing activities to confirm the absence of nesting birds. As documented in Regulatory Compliance Measure BIO-1, as provided below, compliance with the MBTA and avoidance of impacts can be accomplished through a variety of means, including establishing suitable buffers around any active nests. With implementation of Regulatory Compliance Measure BIO-1, impacts to nesting birds would be less than significant, and no mitigation is required.

Regulatory Compliance Measure:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to biological resources. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure BIO-1 **Nesting Bird Survey and Avoidance.** If vegetation removal, construction, or grading activities are planned to occur within the active nesting bird season (February 1 through August 31), the City of Cypress, or designee, shall confirm that the Applicant has retained a qualified biologist who shall conduct a preconstruction nesting bird survey no more than 3 days prior to the start of such activities. The nesting bird survey shall include the work area and areas adjacent to the site (within 500 feet, as feasible) that could potentially be affected by project-related activities such as noise, vibration, increased human activity, and dust, etc. For any active nest(s) identified, the qualified biologist shall establish an appropriate buffer zone around the active nest(s). The appropriate buffer shall be determined by the qualified biologist based on species, location, and the nature of the proposed activities. Project activities shall be avoided within the buffer zone until the nest is deemed no longer active, as determined by the qualified biologist.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Less Than Significant Impact. The Landmark Tree Ordinance in the City's Municipal Code protects designated landmark trees that are specifically identified in the City's *Inventory of Landmark Trees* (July 1996). As shown in this inventory, there are no landmark trees on the project site. The removal of any on-site trees or vegetation would not conflict with the City's Landmark Tree Ordinance.

Per Article IV of the Municipal Code, Street Trees, any tree within the public right-of-way belongs to the City of Cypress. Any work to street trees conducted as part of the proposed project would be done in accordance with the City Council's adopted Parkway Tree Policy. The City has not adopted any other policies or ordinances protecting biological resources, which requires any trees removed to be replaced at a 1:1 ratio.

Therefore, because the project would comply with all local policies and ordinances relating to tree protection, it would not result in any conflicts with local policies or ordinances protecting biological resources. Less than significant impacts would occur, and no mitigation is required.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. There is no adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other habitat conservation plan in the City. As discussed above in Response 4.4(a), the OCTA NCCP/HCP includes a Plan Area that covers the entirety of Orange County, including Cypress. The City is not a party to the OCTA NCCP/HCP, and development activity within the City is

not subject to the provisions of the OCTA NCCP/HCP. Therefore, the OCTA NCCP/HCP does not apply to the proposed project, and the proposed project would not conflict with any local, regional, or State HCP or NCCP. The proposed project would not result in impacts related to conflict with any provisions of an HCP or NCCP, and no mitigation is required.

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4.5 CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐

Discussion

The following section is based on the extensive archival research and observation of aerial photographs in the *Phase I Environmental Site Assessment (Phase I ESA) 5757 Plaza Drive Cypress, California*, prepared by Stantec Consulting Services, Inc. (September 2021) and provided in Appendix B of this IS/MND.

Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

No Impact. The project site is located in an urbanized area and is developed with warehouse uses and surface parking lot. The Phase I ESA reviewed historical aerial photographs provided by the Environmental Data Resources (EDR). The aerial photographs indicate that the project site was used for light agricultural purposes from approximately 1938 to the late 1980s, with railroad tracks adjacent to the north. By 1990, the project site is developed with the existing building, as well as commercial buildings to the north, east, west, and south, and the railroad tracks are also no longer present. The project site and surroundings have largely remained the same since 1990.

Based on the previous level of disturbance and the fact that the existing building on the project site was constructed around 1990, no known historic resources occur on the project site. Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource. No impact would occur, and no mitigation is required.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less Than Significant with Mitigation Incorporated. Based on the City of Cypress General Plan Conservation, Open Space and Recreation Element (2013), there are no known archaeological resources located at the project site. There are no National Register of Historic Places listed or

eligible properties or State landmarks in the City. [15] Additionally, there are no known archaeological resources existing within the City.[16]

The project site has been previously disturbed to construct a warehouse building and an asphalt surface parking lot. The existing structures at the project site would be demolished, materials removed, and the entirety of the site would be graded for the construction of the proposed project. During site preparation/grading activities, there is the potential to encounter unknown cultural resources. In the event that historical or archaeological resources are encountered during grading and construction, operations shall cease and Mitigation Measure CUL-1 will be implemented. Additionally, Regulatory Compliance Measure CUL-1, described below in Response 4.8(c), is a standard condition based on State law related to the discovery of human remains. This regulatory compliance measure is applicable to the proposed project and shall be incorporated to ensure that the project has minimal impacts related to unknown buried human remains.

With the implementation of Mitigation Measure CUL-1 and compliance with Regulatory Compliance Measure CUL-1, project impacts to archaeological resources would be less than significant with mitigation incorporated.

Mitigation Measure:

Mitigation Measure CUL-1 **Unknown Archaeological Resources.** In the event that archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a "unique archaeological resource," as defined in Section 21083.2(g) of the California Public Resources Code (PRC). The Applicant and its construction contractor shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. Any found deposits shall be treated in accordance with federal, State and local guidelines, including those set forth in PRC Section 21083.2, and shall be assessed, handled, and treated consistent with accepted standards, such as the Secretary of the Interior's standards and guidelines for archaeology and historic preservation. Prior to commencement of grading activities, the Director of the City of Cypress (City) Community Development Department, or designee, shall verify that all project grading and

[15] City of Cypress. General Plan. Conservation/Open Space/Recreation Element. Page COSR-7. Website: https://www.cypressca.org/home/showpublisheddocument/686/636123123792970000 (accessed September 26, 2022).

[16] City of Cypress. General Plan Environmental Impact Report. Effects Found Not To Be Significant. Page 703. Website: https://www.cypressca.org/home/showpublisheddocument/686/636123123792970000 (accessed September 26, 2022).

construction plans include specific requirements regarding California PRC (Section 21083.2[g]) and the treatment of archaeological resources as specified above.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less Than Significant Impact. No known human remains are present on the project site, and there are no facts or evidence to support the idea that Native Americans or people of European descent are buried on the project site. However, as described previously, buried and undiscovered archaeological remains, including human remains, may be present below the ground surface in portions of the project site. Disturbing human remains could violate the State's Health and Safety Code, as well as destroy the resource. In the unlikely event that human remains are encountered during project grading, the proper authorities would be notified, and standard procedures for the respectful handling of human remains during the earthmoving activities would be adhered to. Construction contractors are required to adhere to California Code of Regulations (CCR) Section 15064.5(e), PRC Section 5097, and Section 7050.5 of the State's Health and Safety Code. To ensure proper treatment of burials in the event of an unanticipated discovery of a burial, human bone, or suspected human bone, the law requires that all excavation or grading in the vicinity of the find halt immediately, the area of the find be protected, and the contractor immediately notify the County Coroner of the find. The contractor, the Applicant, and the County Coroner are required to comply with the provisions of CCR Section 15064.5(e), PRC Section 5097.98, and Section 7050.5 of the State's Health and Safety Code. Compliance with these provisions (specified in Regulatory Compliance Measure CUL-1) would ensure that any potential impacts to unknown buried human remains would be less than significant by ensuring appropriate examination, treatment, and protection of human remains as required by State law.

Regulatory Compliance Measures:

No mitigation is required. However, the following regulatory compliance measure is a standard condition based on State law related to the discovery of human remains. This regulatory compliance measure is applicable to the proposed project and shall be incorporated to ensure that the project has minimal impacts related to unknown buried human remains.

Regulatory Compliance Measure CUL-1 **Human Remains.** In the event that human remains are encountered on the project site, work within 50 feet of the discovery shall be redirected and the County Coroner notified immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American

Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and non-destructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the City of Cypress shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the Director of the City of Cypress Community Development Department, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), State Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.

4.6 ENERGY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

Discussion

Total electricity generation in California in 2021 (the most recent data published by the California Energy Commission [CEC]) was 277,764 gigawatt-hours (GWh), up 2 percent from 2020's total generation of 272,576 GWh. The project site is within the service territory of Southern California Edison (SCE). SCE provides electricity to more than 15 million people in a 50,000-square-mile area of Central, Coastal, and Southern California.[17] According to the CEC, total electricity consumption in the SCE service area in 2019 was 80,913 gigawatt-hours (GWh). Total electricity consumption in Orange County in 2021 was 18,931.8GWh (18,931,838,624 kilowatt hours [kWh]).[18]

Natural gas consumed in California is used for electricity generation (45 percent), residential uses (21 percent), industrial uses (25 percent), and commercial uses (9 percent). California continues to depend on out-of-state imports for nearly 90 percent of its natural gas supply.[19] The Southern California Gas Company (SoCalGas) is the natural gas service provider for the project site. SoCalGas provides natural gas to approximately 21.8 million people in a 24,000-square-mile service area throughout Central and Southern California, from Visalia to the Mexican border.[20] According to the CEC, total natural gas consumption in the SoCalGas service area in 2020 was 5,231 million therms (2,426 million therms for the residential sector). Total natural gas consumption in Orange County in 2021 was 580 million therms (362 million therms for the residential sector and 218 million therms for the non-residential sector).[21]

17 Southern California Edison (SCE). Fact Sheets. Website: https://newsroom.edison.com/fact-sheets/fs (accessed December 2022).

18 California Energy Commission (CEC). 2019a. California Energy Consumption Database. Website: http://www.ecdms.energy.ca.gov/ (accessed December 2022).

19 CEC. 2020. Supply and Demand of Natural Gas in California. Website: https://www.energy.ca.gov/data-reports/energy-almanac/californias-natural-gas-market/supply-and-demand-natural-gas-california (accessed December 2022).

20 Southern California Gas Company (SoCalGas). 2019. About SoCalGas. Website: https://www3.socalgas.com/about-us/company-profile (accessed December 2022).

21 CEC. 2019b. Gas Consumption by County. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx (accessed December 2022).

Gasoline is the most used transportation fuel in California, with 97 percent of all gasoline being consumed by light-duty cars, pickup trucks, and sport utility vehicles. According to the most recent data available, total gasoline consumption in California was 289,918 thousand barrels or 1,464.7 trillion British thermal units (BTU) in 2020.[22] Of the total gasoline consumption, 273,289 thousand barrels or 1,380.7 trillion BTU were consumed for transportation.[23] Based on fuel consumption obtained from EMFAC2021, 1.5 billion gallons of diesel and 1.2 billion gallons of gasoline will be consumed from vehicle trips in Orange County in 2022.

Impact Analysis

a) Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact. The proposed project would increase the demand for electricity, natural gas, and gasoline. The discussion and analysis provided below are based on data included in the California Emissions Estimator Model version 2020.4.0 (CalEEMod) output sheets, which are included in Appendix A.

Construction Energy Use. Construction of the proposed project is anticipated to last 12 months and would require demolition, site preparation, grading, building construction, paving, and architectural coating activities during construction. Construction and demolition activities would require energy for the manufacture and transportation of construction materials, preparation of the site for grading and building activities, and construction of the buildings. All or most of this energy would be derived from non-renewable resources. Petroleum fuels (e.g., diesel and gasoline) would be the primary sources of energy for these activities. Construction of the proposed project would not involve the consumption of natural gas because none of the construction-related equipment would be powered by natural gas.

The proposed project would utilize construction contractors who are required to comply with applicable California Air Resources Board (CARB) regulations regarding retrofitting, repowering, and replacement of diesel off-road construction equipment. Additionally, CARB has adopted the Airborne Toxic Control Measure to limit heavy-duty diesel motor vehicle idling in order to reduce public exposure to diesel particulate matter and other toxic air contaminants (TACs).[24] Compliance with anti-idling and emissions regulations would result in a more efficient use of construction-related energy and the minimization or elimination of wasteful or unnecessary consumption of energy. Idling restrictions and the use of newer engines and equipment would result in less fuel combustion and energy consumption.

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22 A British thermal unit is defined as the amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

23 U.S. Energy Information Administration. 2020. California State Profile and Energy Estimates. Table F3: Motor gasoline consumption, price, and expenditure estimates, 2017. Website: eia.gov/state/seds/data.php?incfile=/state/seds/sep_fuel/html/fuel_mg.html&sid=CA (accessed December 2022).

24 California Air Resources Board (CARB). Airborne Toxic Control Measures. Website: https://ww2.arb.ca.gov/resources/documents/airborne-toxic-control-measures (accessed December 2022).

Additionally, certain incidental construction-source energy efficiencies would likely accrue through implementation of California regulations and best available control measures (BACM). More specifically, California Code of Regulations (CCR) Title 13, Motor Vehicles, Section 2449(d)(3) Idling, limits idling times of construction vehicles to no more than 5 minutes, thereby precluding unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. To ensure adherence to these regulations, the Applicant would be required to comply with Regulatory Compliance Measure EN-1, provided below, which requires the placement of signage on the project site informing the construction workers that engines must be shut off at or before 5 minutes of idling.

Indirectly, construction energy efficiencies and energy conservation would be achieved for the proposed development through energy efficiencies realized from bulk purchase, transport, and use of construction materials.

In general, the construction process would promote conservation and efficient use of energy by reducing raw materials demands, with related reduction in energy demands associated with raw materials extraction, transportation, processing, and refinement. Use of materials in bulk reduces energy demands associated with the preparation and transport of construction materials as well as the transport and disposal of construction waste and solid waste in general, with corollary reduced demands on area landfill capacities and energy consumed by waste transport and landfill operations. With adherence to Regulatory Compliance Measure EN-1, the project's impacts related to energy during construction would be less than significant.

Operational Energy Use. Energy use consumed by the proposed project would be associated with natural gas use, electricity consumption, and fuel used for vehicle and truck trips associated with the project. Energy use in buildings is divided into energy consumed by the built environment and energy consumed by uses that are independent of the construction of the building such as in plug-in appliances. In California, the California Building Standards Code Title 24 governs energy consumed by the built environment, mechanical systems, and some types of fixed lighting. Non-building energy use, or "plug-in" energy use can be further subdivided by specific end-use (refrigeration, cooking, appliances, etc.). Annual natural gas and electricity usage estimates associated with project operation were obtained from CalEEMod. Table 4.6.A provides the proposed project's estimated annual operational energy usage.

In addition, the proposed project would result in energy usage associated with gasoline and diesel to fuel project-related trips. Trip generation rates used in CalEEMod for the proposed project were based on the project's trip generation estimates identified in the proposed project's Traffic Analysis (provided in Appendix F of this IS/MND).[25] The proposed project would generate a total of 692 ADT, of which 276 ADT would be for the unrefrigerated warehouse and 416 ADT would be for the refrigerated warehouse. The total 692 ADT would include 498 passenger vehicle trips, 60 two-axle truck trips, 26 three-axle truck trips, and 126 four-axle truck trips, which was included in CalEEMod. In addition, although the project's Traffic Analysis identifies an existing trip generation of 1,658 ADT

[25] Urban Crossroads. 2023. *Goodman Center Commerce Center Traffic Analysis*. January 27.

associated with the 336,643-square-foot building that currently exists on the project site, this analysis assumes a scaled existing trip generation of approximately 916 ADT.

Based on CalEEMod, the proposed project would generate approximately 2,960,463 vehicle miles traveled (VMT) per year, and the existing uses would generate approximately 3,927,792 VMT per year. The average fuel economy for light-duty vehicles (autos, pickups, vans, and SUVs) in the United States has steadily increased from about 14.9 miles per gallon (mpg) in 1980 to 22.9 mpg in 2020.[26] The average fuel economy for heavy-duty trucks in the United States has also steadily increased, from 5.7 mpg in 2013 to a projected 8.0 mpg in 2021.[27] Therefore, using the United States Environmental Protection Agency (USEPA) fuel economy estimates for 2020, the California diesel fuel economy estimates for 2021, and the traffic data from the project Traffic Analysis, the proposed project is estimated to result in the consumption of approximately 129,278 gallons of gasoline and 370,058 of diesel fuel per year. For comparison purposes, the existing uses on the project site are estimated to consume approximately 171,519 gallons of gasoline and 490,974 diesel fuel per year. Therefore, the proposed project is anticipated to result in a net decrease in gasoline and diesel consumption when compared to existing conditions.

Table 4.6.A provides the proposed project's estimated annual operational energy usage.

Table 4.6.A: Estimated Annual Energy Use

Land Use	Electricity Use (kWh per year)	Natural Gas Use (therms per year)	Gasoline Consumption (gallons per year)	Diesel Consumption (gallons per year)
Existing Uses Energy Use				
Unrefrigerated Warehouse	708,950.0	7,393.9	171,519.3	490,974.0
Proposed Project Energy Use				
Refrigerated Warehouse	4,343,680.0	1,776.1	77,785.9	222,662.0
Unrefrigerated Warehouse	800,049.0	7,592.2	51,492.1	147,396.0
Parking Lot	63,000.0	-	-	-
Total Project Emissions	**5,206,729.0**	**9,368.3**	**129,278.0**	**370,058.0**
Net Total Energy Emissions	**4,497,779**	**1,974.4**	**-42,241.3**	**-120,916.0**

Source: Compiled by LSA (December 2022).
kWh = kilowatt-hour(s)

As shown in Table 4.6.A, the estimated potential net increase in electricity demand associated with the operation of the proposed project is 4,497,779.0 kWh per year. Total electricity demand in Orange County in 2021 was approximately 18,931.8 GWh or 18,931,838,624 kWh. Therefore, operation of the proposed project would increase the annual electricity consumption in Orange County by less than 0.1 percent.

[26] U.S. Department of Transportation (USDOT). "Table 4-23: Average Fuel Efficiency of U.S. Light Duty Vehicles." Website: https://www.bts.dot.gov/bts/bts/content/average-fuel-efficiency-us-light-duty-vehicles (accessed December 2022).

[27] CEC. 2015. Medium and Heavy-Duty Truck Prices and Fuel Economy 2013–2026. Website: efiling.energy.ca.gov/getdocument.aspx?tn=206180 (accessed December 2022).

Also as shown in Table 4.6.A, the estimated potential net increase in natural gas demand associated with the proposed project is 1,974.4 therms per year. Total natural gas consumption in Orange County in 2021 was 580 million therms (580,187,556 therms). Therefore, operation of the proposed project would negligibly increase the annual natural gas consumption in Orange County by less than 0.1 percent.

Electrical and natural gas demand associated with project operations would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region. Furthermore, the proposed project would not conflict with or obstruct a State or local plan for renewable energy or energy efficiency. The project would be required to adhere to all federal, State, and local requirements for energy efficiency, including the Title 24 standards as discussed above, which would significantly reduce energy usage. In addition, the proposed project would exceed Title 24 standards as the proposed buildings would be able to accommodate photovoltaic (PV) solar panels.

As shown in Table 4.6.A, fuel use associated with the vehicle trips generated by the proposed project is estimated at 42,241 gallons of gasoline and 120,916 gallons of diesel fuel. Based on fuel consumption obtained from EMFAC2017, 1.5 billion gallons of diesel and 1.2 billion gallons of gasoline were consumed from vehicle trips in Orange County in 2022. Therefore, operation of the proposed project would represent a very small percentage of the annual gasoline and diesel fuel consumption in Orange County. In addition, when compared to existing conditions, the proposed project would result in a net decrease in fuel consumption. As such, fuel consumption associated with vehicle trips generated by project operations would not be considered inefficient, wasteful, or unnecessary in comparison to other similar developments in the region. Impacts are considered less than significant, and no mitigation is required.

Regulatory Compliance Measures and Mitigation Measures:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to energy. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure EN-1 **Idling Restriction Signage.** Prior to the issuance of grading permits, the City of Cypress Building Official, or designee, shall confirm that the grading plans for the project include a requirement that a sign shall be posted on site stating that construction workers shall shut off engines at or before 5 minutes of idling, as required by California Code of Regulations (CCR) Title 13, Motor Vehicles, Section 2449(d)(3) Idling.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less Than Significant Impact. In 2002, the Legislature passed Senate Bill (SB) 1389, which required the CEC to develop an integrated energy plan every 2 years for electricity, natural gas, and transportation fuels for the California Energy Policy Report. The plan calls for the State to assist in

the transformation of the transportation system to improve air quality, reduce congestion, and increase the efficient use of fuel supplies with the least environmental and energy costs. To further this policy, the plan identifies a number of strategies, including assistance to public agencies and fleet operators in implementing incentive programs for zero emission vehicles and their infrastructure needs, and encouragement of urban designs that reduce VMT and accommodate pedestrian and bicycle access.

The CEC recently adopted the *2022 Integrated Energy Policy Report Update*[28] that provides the results of the CEC's assessments of a variety of energy issues facing California. The City of Cypress relies on the State's integrated energy plan and does not have its own local plan to address renewable energy or energy efficiency.

As indicated above, energy usage on the project site during construction would be temporary in nature and would be relatively small in comparison to the overall use in the County. In addition, energy usage associated with operation of the proposed project would be relatively small in comparison to the overall use in Orange County and the State's available energy sources. Therefore, energy impacts at the regional level would be negligible. Because California's energy conservation planning actions are conducted at a regional level, and because the proposed project's total impact on regional energy supplies would be minor, the proposed project would not conflict with or obstruct California's energy conservation plans as described in the CEC's Integrated Energy Policy Report. Additionally, as demonstrated above, the proposed project would not result in the inefficient, wasteful, and unnecessary consumption of energy. Potential impacts related to conflict with or obstruction of a State or local plan for renewable energy or energy efficiency would be less than significant, and no mitigation is required.

[28] CEC. 2022. *2022 Integrated Energy Policy Report Update*. Docket No. 21-IEPR-01.

4.7 GEOLOGY AND SOILS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☒	☐	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv. Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

Discussion

The following section is based on the *Geotechnical Investigation and Report Update Proposed Goodman Commerce Center 5665 and 5757 Plaza Drive* (Geotechnical Evaluation) conducted by G3SoilWorks (May 4, 2022) and provided in Appendix C of this IS/MND. The Geotechnical Evaluation included a preliminary assessment and independent analysis of the data presented in the referenced reports by others, desktop site research and on-site reconnaissance, supplemental field subsurface exploration, laboratory testing and engineering geologic evaluation, and geotechnical engineering analysis of field findings. In detail, the Geotechnical Evaluation included the following:

- Review of available pertinent geologic and geotechnical reports and maps specific to the project site and vicinity;
- Preliminary site reconnaissance and boring layout;
- The drilling of 5 borings to depths of 25 to 51.5 feet below existing grade utilizing a truck-mounted drilling rig equipped with an 8-inch diameter hollow-stem auger, and associated soil

sampling and logging by a geologist and engineer to substantiate the subsurface findings reported by the previous consultant and obtain additional subsurface information;

- A total of five (5) monitoring wells that were installed to determine static water levels and provide a means of groundwater monitoring in advance of and during construction;
- Review of the liquefaction analyses performed by the previous consultant and the performance of two (2) additional Cone Penetrometer Tests to depths of 50 feet below grade for liquefaction evaluation;
- Laboratory testing, including moisture content and dry density of relatively undisturbed samples obtained in the field, maximum density/optimum moisture relationship, expansion index, hydrometer, classification, consolidation, direct shear, and Atterberg limits;
- Engineering geologic/geotechnical evaluation and analysis of the findings by G3SoilWorks and those presented in the referenced reports relative to the existing site conditions and proposed development, including geologic hazards and re-evaluation of potential site liquefaction;
- Consultation with a ground improvement design and build specialist to develop criteria for use in ground stabilization and preliminary recommendations for remedial grading/ground improvement, and foundation design criteria; and
- Preparation of a written report presenting a summary of field findings, laboratory test results, and updated recommendations for grading, preliminary criteria for ground improvement, foundation design and construction, and utility trench excavation considerations.

Impact Analysis

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of known fault? (Refer to Division of Mines and Geology Special Publication 42.)

No Impact. According to the Geotechnical Evaluation, active faults do not appear to be present under or in close proximity to the project site. Additionally, according to the California Geological Survey's EQ Zapp: California Earthquake Hazards Zone Application (EQ Zapp web-based application), the Newport-Inglewood and Whittier Fault Zones are the nearest zoned faults located approximately 5.1 miles southwest and 11.6 miles northeast of the project site, respectively. Therefore, surface rupture is not anticipated to occur within the project site or surrounding vicinity. No impact would occur, and no mitigation is required.

ii. Strong seismic ground shaking?

Less Than Significant with Mitigation Incorporated. As mentioned above, the Geotechnical Evaluation determined no evidence of active faults to be present under or in close proximity to the project site. However, incidental ground cracking and other ground shaking phenomena can occur due to high seismic accelerations and regional seismic activity. Thus, it was determined in the Geotechnical Evaluation that risks associated with seismic shaking and strong ground motion are considered to be moderate.

As specified in Regulatory Compliance Measure GEO-1, the proposed project's buildings will be subject to the seismic design criteria of the most current California Building Code requirements that aim to prevent building collapse and reduce the impacts of seismic ground shaking. Adherence to these requirements will address injury and loss of life and building damage after an earthquake. Further, Mitigation Measure GEO-1 requires the construction contractor to comply with the recommendations in the Geotechnical Evaluation to reduce the proposed project's impact related to seismic hazards. Therefore, with the implementation of Regulatory Compliance Measure GEO-1 and Mitigation Measure GEO-1, impacts related to seismic ground shaking would be less than significant.

Regulatory Compliance Measures and Mitigation Measures:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to geology and soils. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure GEO-1 **Compliance with Seismic and Building Standards in the Building Code.** Prior to issuance of the first building permit for the proposed buildings, the City of Cypress (City) Building Official, or their designee, and the project soils engineer shall review the building plans to verify that the structural design conforms to the requirements of the City's latest adopted edition of the California Building Standards Code. Structures and walls shall be designed in accordance with applicable sections of the City's Building Code.

The following mitigation measure would be required to reduce impacts related to seismic ground shaking.

Mitigation Measure GEO-1 **Implementation of Geotechnical Evaluation Recommendations.** The Applicant's construction contractor shall implement the recommendations of the Geotechnical Evaluation prepared for the proposed project, as applicable, to the satisfaction of the City of Cypress' (City) Building Official, or designee. The City's Building Official, or designee, shall confirm recommendations have been

implemented into the design and construction of the proposed project prior to the issuance of a building permit.

iii. Seismic-related ground failure, including liquefaction?

Less Than Significant with Mitigation Incorporated. Soil liquefaction is a phenomenon in which cyclic stresses, produced by earthquake-induced ground motion, create excess pore pressures in relatively cohesionless and low plastic soils. These soils may thereby acquire a high degree of mobility, which can lead to lateral movement, sliding, consolidation and settlement of loose sediments, sand boils, and other damaging deformations. This phenomenon occurs only below the water table; however, after liquefaction has developed, the effects can propagate upward into overlying non-saturated soil as excess pore water dissipates.

The factors known to influence liquefaction potential include soil type and grain size, relative density, groundwater level, confining pressures, and both intensity and duration of ground shaking. In general, materials that are susceptible to liquefaction are loose, saturated granular soils having low fine content under low confining pressures and some low plastic silts and clays.

According to the California Geological Survey's EQ Zapp, the site is located on a Liquefaction Hazards Zone of required investigations. The Geotechnical Evaluation included a subsurface exploration and has determined the presence of potentially liquefiable soils to depths of 50 feet. Further analysis determined potential dynamic settlements of approximately 2.9 inches to 5.27 inches during a strong seismic event.

This dynamic settlement as a result of severe seismic activity is expected to occur over a large area and would result in areal subsidence, and the potential differential settlement is expected to be significantly less over any relatively small segment. However, given the nature of the proposed project, comprised of large-scale industrial warehouse facilities, differential settlements under current conditions could be significant. Thus, remedial grading, foundation considerations, and/or in-situ ground improvement measures are recommended in the Geotechnical Evaluation to help mitigate potential adverse effects due to soil liquefaction.

Mitigation Measure GEO-1 (described above) requires the construction contractor to comply with the recommendations in the Geotechnical Evaluation to reduce the proposed project's impact related to liquefaction. Therefore, with implementation of Mitigation Measure GEO-1, the proposed project's impacts related to liquefaction would be reduced to less than significant. The project would also be required to adhere to Regulatory Compliance Measure GEO-1.

iv. Landslides?

No Impact. According to the City's General Plan Safety Element (2001), no significant topographic features are located within the City. Further, according to the Geotechnical Evaluation, the topography of the site is relatively flat to very gently sloping. Site elevations in feet above the North American Vertical Datum of 1988 (NAVD88) are estimated to range from approximately 38 feet above mean sea level (amsl) near the northeast and southeast corners of the site, approximately 39 feet amsl near the center of the site, and approximately 35-36 feet amsl near the northwest and

southwest corners of the site, respectively. Evidence of ancient landslides or slope instabilities at the site was not observed. Both the project site and surrounding properties are flat with no unusual geographic features, and therefore, neither the site nor the surrounding area has the potential for impacts related to landslides. No mitigation is required.

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less Than Significant Impact. During project construction activities, soil would be exposed and disturbed, drainage patterns would be temporarily altered during grading and other construction activities, and there would be an increased potential for soil erosion and siltation compared to existing conditions. However, as described in Section 4.10, Hydrology and Water Quality, the Construction General Permit requires preparation of a Storm Water Pollution Prevention Plan (SWPPP) (see Regulatory Compliance Measure HYD-1 in that section). The SWPPP would detail Erosion Control and Sediment Control Best Management Practices (BMPs) to be implemented during project construction to minimize erosion and retain sediment on site. With compliance with the requirements of the Construction General Permit and with implementation of the construction BMPs, construction impacts related to substantial soil erosion and loss of topsoil would be less than significant. Following construction, the site will be covered with the proposed buildings, paving, and landscaping. Therefore, operation of the proposed project would not result in substantial soil erosion or loss of topsoil. Potential soil erosion impacts related to construction activities would be less than significant with adherence to the required regulations discussed above. Operation of the proposed project would result in no impacts related to soil erosion or loss of topsoil. No mitigation is required.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslides, lateral spreading, subsidence, liquefaction, or collapse?

Less Than Significant with Mitigation Incorporated. Landslides and other forms of mass wasting, including mud flows, debris flows, and soil slips, occur as soil moves downslope under the influence of gravity. Landslides are frequently triggered by intense rainfall or seismic shaking. Because the project site is in a flat area, landslides or other forms of natural slope instability do not represent a significant hazard to the project site or the surrounding area. In addition, as discussed in Response 4.6(a)(4), the site is not within an area susceptible to landslides as both the project site and surrounding properties are flat with no unusual geographic features.

Lateral spreading often occurs on very gentle slopes or flat terrain. The dominant mode of movement is lateral extension accompanied by shear or tensile fracture. This failure is caused by liquefaction and is usually triggered by rapid ground motion, such as that experienced during an earthquake, but can also be artificially induced. When coherent material, either bedrock or soil, rests on materials that liquefy, the upper units may undergo fracturing and extension and may then subside, translate, rotate, disintegrate, or liquefy and flow. The Geotechnical Evaluation indicates that heavy lateral spreading is considered a low risk while ground cracking displacements, and localized spread is considered a moderate risk. This risk would be reduced by the implementation of Regulatory Compliance Measure GEO-1, which would include ground treatment and dewatering, as

well as providing a capping of engineered fill. Therefore, potential impacts related to lateral spreading would be less than significant, and no mitigation is required.

Subsidence refers to broad-scale changes in the elevation of land. Common causes of land subsidence are pumping water, oil, and gas from underground reservoirs; dissolution of limestone aquifers (sinkholes); collapse of underground mines; drainage of organic soils; and initial wetting of dry soils (hydrocompaction). Subsidence may also be caused by heavy loads generated by large earthmoving equipment. As stated in the Geotechnical Evaluation, dynamic settlement as a result of liquefaction is expected to occur over a large area and would result in areal subsidence, and the potential differential settlement is expected to be significantly less over any relatively small segment. As specified in Regulatory Compliance Measure GEO-1, the proposed project's buildings will be subject to the seismic design criteria of the most current California Building Code requirements that aim to prevent building collapse and reduce the impacts of seismic ground shaking. Adherence to these requirements will address injury and loss of life and building damage during and after an earthquake. The proposed project's compliance with the most current California Building Code requirements would also reduce the project's impacts related to subsidence. Adherence to these requirements will address the removal and replacement of site soils. Therefore, with the implementation of Regulatory Compliance Measure GEO-1, impacts related to seismic ground shaking would be less than significant, and no mitigation is required.

As discussed in detail in Response 4.7(a)(iii) above, implementation of Mitigation Measure GEO-1 and adherence to the regulatory standards described in Regulatory Compliance Measure GEO-1 would be required to address the proposed project's impacts with respect to liquefaction. Provided that design and remedial grading and ground improvement (as necessary) are performed in accordance with the applicable requirements in the California Building Code (adopted by the City as its Building Code with certain amendments), and current standards of practice in the area, excessive settlement resulting from liquefaction and compression of existing undocumented fill and some layers of loose sands and silty sands on the project site would be reduced to a less than significant level.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating direct or indirect substantial risks to life or property?

Less Than Significant Impact. According to the Geotechnical Evaluation prepared for the proposed project, surface site soils had a "very low" potential for expansion. No recommendations are provided in the Geotechnical Evaluation related to expansive soils due to this very low potential. Therefore, impacts related to expansive soils for the proposed project would be less than significant. No mitigation is required.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. The proposed project would not include the use of septic tanks or alternative wastewater disposal systems because sanitary sewer and wastewater facilities are available in the

vicinity of the project site. Therefore, the project would have no impact with respect to septic tanks or alternative wastewater disposal systems. No mitigation is required.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less Than Significant with Mitigation Incorporated. The project site contains Artificial Fill, which has no paleontological sensitivity, and Young Alluvium, Unit 2, which has low paleontological sensitivity from the surface to a depth of 10 feet and high paleontological sensitivity below 10 feet. With a maximum depth of 8 feet during excavation, the proposed project is expected to remain in deposits with no or low paleontological sensitivity. However, in the event that paleontological resources are encountered during construction, Mitigation Measure GEO-2 would require work in the immediate area of the discovery to be halted and a qualified paleontologist to assess the discovery. These procedures would reduce potential impacts to scientifically significant nonrenewable paleontological resources encountered during construction.

Mitigation Measure:

Mitigation Measure GEO-2 **Procedures for Unexpected Paleontological Resources Discoveries.** In the event that paleontological resources are encountered, work in the immediate area of the discovery shall be halted and the Applicant shall retain a professional Paleontologist who meets the qualifications established by the Society of Vertebrate Paleontology to assess the discovery. The qualified, professional Paleontologist shall make recommendations regarding the treatment and disposition of the discovered resources, as well as the need for subsequent paleontological mitigation, which may include, but not be limited to, paleontological monitoring, collection of observed resources, preservation, stabilization and identification of collected resources, curation of resources into a museum repository, and preparation of a monitoring report of findings, consistent with well accepted standards, such as those established by the Society of Vertebrate Paleontology. The City of Cypress shall ensure that the recommendations from the qualified, professional Paleontologist shall be followed by the Applicant.

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4.8 GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Discussion

Greenhouse gases (GHGs) are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. The gases that are widely seen as the principal contributors to human-induced global climate change are:

- Carbon dioxide (CO_2);
- Methane (CH_4);
- Nitrous oxide (N_2O);
- Hydrofluorocarbons (HFCs);
- Perfluorocarbons (PFCs); and
- Sulfur Hexafluoride (SF_6).

Over the last 200 years, humans have caused substantial quantities of GHGs to be released into the atmosphere. These extra emissions are increasing GHG concentrations in the atmosphere and enhancing the natural greenhouse effect, believed to be causing global warming. While manmade GHGs include naturally occurring GHGs such as CO_2, methane, and N_2O, some gases, like HFCs, PFCs, and SF_6 are completely new to the atmosphere.

In October 2008, the South Coast Air Quality Management District (SCAQMD) released a *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*[29] that suggested a tiered approach to analyzing GHG emissions in a project level analysis. In the Draft Guidance Document, the SCAQMD provided numerical thresholds that can be applied to smaller projects (like the proposed project). Although the interim GHG significance threshold of 3,000 metric tons (MT) per year of carbon dioxide equivalents (CO_2e) is residential and commercial land uses where the SCAQMD is the lead agency, other lead agencies in the South Coast Air Basin, including the City of Cypress, have determined that this threshold is more conservative and appropriate for industrial

[29] South Coast Air Quality Management District (SCAQMD). 2008. *Draft Guidance Document – Interim CEQA Greenhouse Gas (GHG) Significance Threshold*. October. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/ghgattachmente.pdf (accessed December 2022).

and warehouse land use development projects. If emissions exceed the numerical screening threshold, a more detailed review of the project's GHG emissions is warranted. The SCAQMD has proposed an efficiency target for projects that exceed the bright-line threshold. The current recommended approach is per-capita efficiency targets. The SCAQMD is not recommending use of a percent emissions reduction target. Instead, the SCAQMD proposes a 2020 efficiency target of 4.8 MT CO_2e per year per service population (residents plus employees) for project-level analyses.

For the purpose of this analysis, the proposed project will be compared to the threshold of 3,000 MT CO_2e/year for all land use types. The project is also evaluated for compliance with the California Air Resources Board's (CARB) 2017 *California's 2017 Climate Change Scoping Plan* (Scoping Plan).[30]

Impact Analysis

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less Than Significant Impact. This following analysis describes the proposed project's construction- and operation-related GHG emissions and contribution to global climate change. The SCAQMD has not addressed emission thresholds for construction in its *CEQA Air Quality Handbook* (April 1993, currently being revised); however, the SCAQMD requires quantification and disclosure. Thus, this section discusses construction emissions.

Construction Greenhouse Gas Emissions. Demolition and construction activities associated with the proposed project would produce combustion emissions from various sources. During construction, GHGs would be emitted through the operation of construction equipment and from worker and builder supply vendor vehicles, each of which typically use fossil-based fuels to operate. The combustion of fossil-based fuels creates GHGs such as CO_2, CH_4, and N_2O. Furthermore, CH_4 is emitted during the fueling of heavy equipment. Exhaust emissions from on-site construction activities would vary daily as construction activity levels change.

The SCAQMD does not have an adopted threshold of significance for construction-related GHG emissions. However, lead agencies are required to quantify and disclose GHG emissions that would occur during construction. The SCAQMD suggests that construction GHG emissions be amortized over the life of the project (defined as 30 years), added to the operational emissions, and compared to the applicable interim GHG significance threshold tier.

Using the California Emissions Estimator Model version 2020.4.0 (CalEEMod), it is estimated that the proposed project would generate a total of approximately 922.1 MT CO_2e during construction of the project. When annualized over the 30-year life of the project, annual emissions would be 30.7 MT CO_2e.

Operational Emissions. Long-term operation of the proposed project would generate GHG emissions from area, mobile, stationary, waste, and water sources as well as indirect emissions from sources associated with energy consumption. Mobile-source GHG emissions would include project-

[30] California Air Resources Board (CARB). 2017. *California's 2017 Climate Change Scoping Plan*. November.

generated vehicle trips associated with trips to the proposed project. Area-source emissions would be associated with activities such as landscaping and maintenance on the project site, and other sources. Waste source emissions generated by the proposed project include energy generated by landfilling and other methods of disposal related to transporting and managing project-generated waste. In addition, water source emissions associated with the proposed project are generated by water supply and conveyance, water treatment, water distribution, and wastewater treatment.

Following guidance from the SCAQMD, GHG emissions were estimated using CalEEMod. Trip generation rates used in CalEEMod for the proposed project were based on the project's trip generation estimates identified in the proposed project's Traffic Analysis.[31] The proposed project would generate a total of 692 average daily trips (ADT), of which 276 ADT would be for the unrefrigerated warehouse and 416 ADT would be for the refrigerated warehouse. The total 692 ADT would include 498 passenger vehicle trips, 60 two-axle truck trips, 26 three-axle truck trips, and 126 four-axle truck trips, which were included in CalEEMod.

In addition, long-term operational emissions associated with the existing uses were evaluated in CalEEMod. The project site is developed with an existing 336,643-square-foot building; however, a total of 151,486 square feet of space is currently occupied. Therefore, the existing uses analysis evaluates 151,486 square feet of existing warehouse uses. Although the project's Traffic Analysis identifies an existing trip generation of 1,658 ADT associated with the total 336,643-square-foot building, this analysis assumes a scaled existing trip generation of approximately 916 ADT.

Table 4.8.A shows the calculated GHG emissions for the proposed project. Appendix A provides additional calculation details. As shown in Table 4.8.A, mobile sources are the largest source of GHG emissions for the proposed project at approximately 51 percent of the total project emissions. Energy sources are the next largest category at approximately 32 percent. Water sources are approximately 11 percent of the total emissions and waste sources are approximately 6 percent of the total emissions. Area sources are approximately less than 1 percent of the total emissions.

As discussed above, according to SCAQMD, a project would have less than significant GHG emissions if it would result in operational-related GHG emissions of less than 3,000 MT CO_2e per year. Based on the analysis results, the proposed project would result in a net increase of 1,370.6 MT CO_2e per year over existing conditions, which would be well below the numeric threshold of 3,000 MT CO_2e. Therefore, operation of the proposed project would not generate substantial GHG emissions, and impacts related to operational GHG emissions would be less than significant. No mitigation is required.

[31] Urban Crossroads, 2023. *Goodman Center Commerce Center Traffic Analysis*. January 27.

Table 4.8.A: GHG Emissions (MT/yr)

Emission Type	Operational Emissions				
	CO_2	CH_4	N_2O	CO_2e	Percentage of Total
Existing Uses GHG Emissions					
Area Source	<0.1	<0.1	0.0	**<1.0**	<1
Energy Source	165.2	<0.1	<0.1	166.1	10
Mobile Source	1,319.2	0.1	0.1	1,337.1	78
Waste Source	28.9	1.7	0.0	71.6	4
Water Source	92.0	1.1	<0.1	129.0	8
Total Existing Uses Emissions				**1,703.8**	**100**
Proposed Project GHG Emissions					
Area Source	<0.1	<0.1	0.0	<0.1	<1
Energy Source	973.4	0.1	<0.1	978.4	32
Mobile Source	1,502.2	0.1	0.1	1,548.5	51
Waste Source	74.5	4.4	0.0	184.5	6
Water Source	237.0	3.0	0.1	332.3	11
Total Operational Emissions				**3,043.7**	**100**
Amortized Construction Emissions				30.7	-
Total Annual Emissions				**3,074.4**	**-**
Total Net Annual Emissions				**1,370.6**	
SCAQMD Threshold				**3,000**	-
Exceeds Threshold?				**No**	**-**

Source: LSA (December 2022).
GHG = greenhouse gas
MT/yr = metric tons per year
SCAQMD = South Coast Air Quality Management District

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less Than Significant Impact. The City, as a lead agency, may assess the significance of GHG emissions by determining a project's consistency with a local GHG reduction plan that qualifies under Section 15183.5 of the *State CEQA Guidelines*. The City of Cypress has not adopted a GHG reduction plan. In addition, the City has not completed the GHG inventory, benchmarking, and goal-setting process required to identify a reduction target and to take advantage of the streamlining provisions contained in the *State CEQA Guidelines* amendments adopted in Senate Bill (SB) 97.

Since no other local or regional climate action plan is in place, the proposed project was analyzed for consistency with the goals of the Scoping Plan and the 2020 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS).

CARB Scoping Plan. Executive Order (EO) B-30-15 added the immediate target of reducing GHG emissions to 40 percent below 1990 levels by 2030. SB 32 affirms the importance of addressing climate change by codifying into statute the GHG emissions reduction target of at least 40 percent below 1990 levels by 2030 contained in EO B-30-15. CARB released the 2017 Scoping Plan to reflect

the 2030 target set by EO B-30-15 and codified by SB 32.[32] SB 32 builds on Assembly Bill (AB) 32 and keeps the State on its path toward achieving its 2050 objective of reducing emissions to 80 percent below 1990 levels. The companion bill to SB 32, Assembly Bill (AB) 197, provides additional direction to CARB related to the adoption of strategies to reduce GHG emissions. Additional direction in AB 197 that is intended to provide easier public access to air emission data collected by the CARB was posted in December 2016.

The 2022 Scoping Plan Update[33] assesses progress toward the statutory 2030 target, while laying out a path to achieving carbon neutrality no later than 2045. The 2022 Scoping Plan Update focuses on outcomes needed to achieve carbon neutrality by assessing paths for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities. The 2022 Scoping Plan was approved on December 15, 2022.

As identified above, the 2022 Scoping Plan contains GHG reduction measures that work toward reducing GHG emissions, consistent with the targets set by EO B-30-15 and codified by SB 32 and AB 197. The measures applicable to the proposed project include energy efficiency measures, water conservation and efficiency measures, and transportation and motor vehicle measures, as discussed below.

Energy efficiency measures are intended to maximize energy-efficient building and appliance standards; pursue additional efficiency efforts, including new technologies and new policy and implementation mechanisms; and pursue comparable investment in energy efficiency from all retail providers of electricity in California. In addition, these measures are designed to expand the use of green building practices to reduce the carbon footprint of California's new and existing inventory of buildings. As identified above, the proposed project would comply with the latest California Green Building Standards Code (CALGreen Code) standards regarding energy conservation and green building. Therefore, the proposed project would comply with applicable energy measures.

Water conservation and efficiency measures are intended to continue efficiency programs and use cleaner energy sources to move and treat water. Increasing the efficiency of water transport and reducing water use would reduce GHG emissions. As noted above, the project would be required to comply with the latest CALGreen Code standards, which include a variety of different measures, including reduction of wastewater and water use. The proposed project would also include drought tolerant landscape and would be required to comply with the California Model Water Efficient Landscape Ordinance. Therefore, the proposed project would not conflict with any of the water conservation and efficiency measures.

The goal of transportation and motor vehicle measures is to develop regional GHG emission reduction targets for passenger vehicles. Specific regional emission targets for transportation emissions would not directly apply to the proposed project. However, vehicles traveling to the project site would comply with the Pavley II (LEV III) Advanced Clean Cars Program. The second

32 CARB. 2017. *California's 2017 Climate Change Scoping Plan*. November.

33 CARB. 2017. op. cit.

phase of Pavley standards will reduce GHG emissions from new cars by 34 percent from 2016 levels by 2025. Therefore, the proposed project would not conflict with the identified transportation and motor vehicle measures.

The proposed project would comply with existing State regulations adopted to achieve the overall GHG emissions reduction goals.

Southern California Association of Governments' (SCAG) Regional Transportation Plan/Sustainable Communities Strategy.SCAG's 2020–2045 RTP/SCS was adopted on September 3, 2020. SCAG's RTP/SCS identifies that land use strategies that focus on new housing and job growth in areas served by high-quality transit and other opportunity areas would be consistent with a land use development pattern that supports and complements the proposed transportation network. The core vision in the 2020–2045 RTP/SCS is to better manage the existing transportation system through design management strategies, integrate land use decisions and technological advancements, create complete streets that are safe to all roadway users, preserve the transportation system, and expand transit and foster development in transit-oriented communities. The 2020–2045 RTP/SCS contains transportation projects to help more efficiently distribute population, housing, and employment growth, as well as a forecasted development pattern that is generally consistent with regional-level General Plan data. The forecasted development pattern, when integrated with the financially constrained transportation investments identified in the 2020–2045 RTP/SCS, would reach the regional target of reducing GHG emissions from automobiles and light-duty trucks by 8 percent per capita by 2020 and 19 percent by 2035 (compared to 2005 levels). The 2020–2045 RTP/SCS does not require that local General Plans, Specific Plans, or zoning be consistent with the 2020–2045 RTP/SCS, but it does provide incentives for consistency to governments and developers.

Implementing SCAG's RTP/SCS will greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emissions reduction targets. The proposed project would not conflict with the stated goals of the RTP/SCS; therefore, the proposed project would not interfere with SCAG's ability to achieve the region's GHG reduction targets of 8 percent below 2005 per capita emissions levels by 2020 and 19 percent below 2005 per capita emissions levels by 2035, and it can be assumed that regional mobile emissions would decrease in line with the goals of the RTP/SCS. Furthermore, the proposed project is not regionally significant per *State CEQA Guidelines* Section 15206, and, as such, it would not conflict with the SCAG RTP/SCS targets since those targets were established and are applicable on a regional level.

The proposed project would consist of two warehouse buildings totaling 390,268 square feet, including 20,000 square feet of office space. Based on the nature of the proposed project, it is anticipated that implementation of the proposed project would not interfere with SCAG's ability to implement the regional strategies outlined in the RTP/SCS. Therefore, the proposed project would not conflict with plans, policies, or regulations adopted for the purpose of reducing GHG emissions. Impacts would be less than significant, and no mitigation is required.

4.9 HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Discussion

The following section is based on the *Phase I Environmental Site Assessment 5757 Plaza Drive Cypress, California* (Phase I ESA) prepared by Stantec Consulting Services, Inc. (September 2021) and provided in Appendix B of this IS/MND.

Impact Analysis

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. Hazardous materials are chemicals that could potentially cause harm during an accidental release or mishap, and are defined as being toxic, corrosive, flammable, reactive, and an irritant, or strong sensitizer.[34] Hazardous substances include all chemicals regulated under the United States Department of Transportation's "hazardous materials" regulations and the

[34] A "sensitizer" is a chemical that can cause a substantial proportion of people or animals to develop an allergic reaction in normal tissue after repeated exposure to a chemical.

United States Environmental Protection Agency's (USEPA) "hazardous waste" regulations. Hazardous wastes require special handling and disposal because of their potential to damage public health and the environment. The probable frequency and severity of consequences from the routine transport, use, or disposal of hazardous materials is affected by the type of substance, the quantity used or managed, and the nature of the activities and operations.

Construction of the proposed project would temporarily increase the regional transport, use, and disposal of construction-related hazardous materials and petroleum products (e.g., diesel fuel, lubricants, paints and solvents, and cement products containing strong basic or acidic chemicals). These materials are commonly used at construction sites, and the construction activities would be required to comply with applicable State and federal regulations for proper transport, use, storage, and disposal of excess hazardous materials and hazardous construction waste. In addition, Regulatory Compliance Measures HYD-1 and HYD-2, as detailed in Section 4.10, Hydrology and Water Quality, of this IS/MND, require compliance with the waste discharge permit requirements to avoid potential impacts to water quality due to spills or runoff from hazardous materials used during construction. Therefore, with adherence to the regulatory standards included in Regulatory Compliance Measures HYD-1 and HYD-2, impacts related to the routine transport, use, or disposal of hazardous materials during construction would be less than significant.

The proposed project includes the development of two warehouse/office buildings. Warehouse and office uses typically do not present a hazard associated with the accidental release of hazardous substances into the environment. Operation of the proposed warehouses would involve the use of materials common to all urban developments that are labeled hazardous such as solvents and commercial cleansers and petroleum products and would include the limited use of pesticide and herbicides for landscape maintenance. Trucks accessing the businesses on site would contain oil and gasoline to power their engines, which could have the potential to result in minor releases of such substances through drips or leaks from truck loading areas.

Any hazardous materials associated with project operations would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable federal, State, and local regulations. In addition, operation of the proposed project would not store, transport, generate, or dispose of large quantities of hazardous substances. Therefore, potential impacts from the routine transport, use of disposal of hazardous materials resulting from operation of the proposed project would be less than significant, and no mitigation would be required.

The Orange County Fire Authority's (OCFA) Hazardous Material Division and the Orange County Environmental Health Department both identify types and amounts of waste generated in Orange County and establish programs for managing waste. The OCFA maintains a Hazardous Material Management Plan, which assures that adequate treatment and disposal capacity is available to manage the hazardous waste generated within the County and address issues related to the disposal, handling, processing, storage, and treatment of local hazardous materials and waste products.

The proposed project would be reviewed by the OCFA for hazardous material use, safe handling, and storage of materials. Prior to the issuance of grading permits, conditions of approval would be applied to the proposed project by the OCFA to reduce hazardous material impacts and ensure that

any hazardous waste that is generated on site would be transported to an appropriate disposal facility by a licensed hauler in accordance with State and federal law. Therefore, due to the type and nature of the proposed project, its implementation would result in less than significant impacts related to the routine transport, use, or disposal of hazardous materials; no mitigation is required.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact. The Phase I ESA prepared for the proposed project included site reconnaissance to visually assess the project site and surrounding area's current land uses; and a review of regulatory agency reports, aerial photographs, and other historic record sources. The purpose of the Phase I ESA was to identify and assess environmental characteristics of the project site that could impact the present or future uses of the project site.

The project site was historically used for agricultural purposes until approximately 1980. Based on the adjacent railroad line and historical agricultural use, pesticides or herbicides may have been utilized on the project site and near-surface soils may have at one time contained these compounds. However, the soils on the project site were reworked when the project site was developed around 1988, and therefore it is not anticipated that any hazardous materials in the soils remain related to past agricultural use. The Phase I ESA concluded that there was no evidence of recognized environmental conditions at the project site.

The Phase I ESA also determined that the presence of lead-based paint (LBP) was unlikely as the existing building was built around 1988, and risks related to LBP only apply to paint that is intact but was applied before 1977. In addition, the Phase I ESA determined that previous investigations on the project site indicated the potential presence of asbestos-containing materials (ACMs) in building materials. An asbestos inspection report prepared for the existing building in 2021 did not identify any ACMs.[35] Therefore, possible impacts related to ACMs would be less than significant, and no mitigation is required.

For the reasons described above, the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Therefore, impacts would be less than significant, and no mitigation is required.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact. The closest schools to the project site are the Frank Vessels Elementary School (0.4 miles north) and Del Sol School (0.6 miles northwest). Therefore, there are no existing or proposed schools within 0.25 mile of the project site.

[35] Pacific Environmental Company. 2021. *Asbestos Inspection Report*, *5757 Plaza Drive, Cypress, California 90630.* August 10.

As noted in Responses 4.9(a) and 4.9(b), the proposed project is not anticipated to release hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste in significant quantities. Construction activities associated with the proposed project would use a limited amount of hazardous and flammable substances/oils during heavy equipment operation for site excavation, grading, and construction. The amount of hazardous chemicals present during construction is limited and would be in compliance with existing government regulations. Future warehouse land uses would not require the use, storage, disposal, or transport of large volumes of hazardous materials that could cause serious environmental damage in the event of an accident. Although hazardous substances would be present and utilized at the proposed warehouses, such substances are generally present now in the existing development on the project site, typically found in small quantities, and can be cleaned up without affecting the environment. Therefore, impacts related to hazardous emissions or handling of hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school would be less than significant, and no mitigation is required.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less Than Significant Impact. Under Government Code Section 65962.5, the Department of Toxic Substances Control (DTSC) provides a list (Cortese List) of hazardous materials sites. The DTSC's data management system (EnviroStor) does not include any sites within the City of Cypress. [36] Therefore, the project site is not on the list, impacts related to the project site's status on the list of hazardous materials sites would be less than significant, and no mitigation is required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Less Than Significant Impact. The project site is located approximately 0.25 mile north of Joint Forces Training Base (JFTB) Los Alamitos. The facilities at JFTB Los Alamitos include two runways and associated taxiways, ramp space, and hangars. According to the Orange County Airport Land Use Commission's *Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base Los Alamitos*, the project site is located in the Federal Aviation Administration's (FAA) Part 77 Notification Area

[36] California Department Toxic Substances Control (DTSC). EnviroStor. Website: https://www.envirostor.dtsc.ca.gov/public/search.asp?PAGE=2&CMD=search&ocieerp=&business_name=&main_street_number=&main_street_name=&city=&zip=&county=&branch=&status=ACT%2CBKLG%2CCOM&site_type=CSITES%2CFUDS&cleanup_type=&npl=&funding=&reporttype=CORTESE&reporttitle=HAZARDOUS+WASTE+AND+SUBSTANCES+SITE+LIST+%28CORTESE%29&federal_superfund=&state_response=&voluntary_cleanup=&school_cleanup=&operating=&post_closure=&non_operating=&corrective_action=&tiered_permit=&evaluation=&spec_prog=&national_priority_list=&senate=&congress=&assembly=&critical_pol=&business_type=&case_type=&display_results=&school_district=&pub=&hwmp=False&permitted=&pc_permitted=&inspections=&inspectionsother=&complaints=&censustract=&cesdecile=&ORDERBY=city&next=Next+50 (accessed September 15, 2022).

(Exhibit D1) and the AELUP height restriction zone for JFTB Los Alamitos.[37] Height limitations are imposed on projects within a height restriction zone so that structures or trees (1) do not obstruct the airspace required for takeoff, flight, or landing of an aircraft at an airport, or (2) are not otherwise hazardous to the landing or takeoff or aircraft.

Implementation of the proposed project would not result in a safety hazard for people working in the project area because the proposed project would include the demolition of the existing building on the project site and replace it with two warehouses that would not exceed 50 feet in height (each building would have a maximum height of approximately 47 feet, 6 inches). As such, the proposed buildings would be consistent with the height of surrounding land uses and would not penetrate the 100 to 1 imaginary surface that surrounds the runway at JFTB Los Alamitos. Impacts would be less than significant, and no mitigation is required.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The City's emergency evacuation routes are shown on Exhibit SAF-5 in the Safety Element (2001) of the City's General Plan. All emergency evacuation activities are coordinated by the City's Police Chief. The Police Chief would issue evacuation orders based on information gathered from emergency experts. Evacuation operations would be conducted by law enforcement agencies, highway/road/street departments, and public and private transportation providers.[38] The project site is located adjacent to Valley View Street, which is identified as an emergency evacuation route by the City.[39] The proposed project does not include any modifications to Valley View Street and would not introduce any new driveways or other vehicular access points to Valley View Street. Therefore, the proposed project would not interfere with emergency operations and evacuations, and there would be no impact on emergency response. No mitigation is required.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The California Department of Forestry and Fire Protection (CAL FIRE) has mapped areas of significant fire hazards in the State through its Fire and Resources Assessment Program (FRAP). These maps place areas of California into different fire hazard severity zones (FHSZ), based on a hazard scoring system using subjective criteria for fuels, fire history, terrain influences, housing densities, and occurrence of severe fire weather where urban conflagration could result in catastrophic losses. As part of this mapping system, the California Department of Forestry and Fire Protection (CAL FIRE) is responsible for wildland fire protection for land areas that are generally unincorporated and they are classified as State Responsibility Areas (SRAs). In areas where local fire

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37 Orange County Airport Land Use Commission. 2016. *Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos.* Website: http://www.ocair.com/commissions/aluc/docs/JFTB-AELUP2016ProposedFINAL.pdf (accessed January 13, 2023).

38 City of Cypress. General Plan Environmental Impact Report. Geology and Seismic Hazards. Page 4.6-7.

39 City of Cypress General Plan, Safety Element, Emergency Evacuation Routes map (Exhibit SAF-5), October 2, 2001.

protection agencies (e.g., Orange County Fire Authority [OCFA]) are responsible for wildfire protection, the lands are classified as Local Responsibility Areas (LRAs). CAL FIRE currently identifies the proposed project site as an LRA. In addition to establishing local or State responsibility for wildfire protection in a specific area, CAL FIRE designates areas as very high fire hazard severity zones (VHFHSZ) or non-VHFHSZ.

According to the CAL FIRE Very High Fire Hazard Severity Zone Maps for the Orange County region, the entire City of Cypress is designated as a non-VHFHSZ,[40] and the City does not include an SRA. The nearest VHFHSZ to the project site is approximately 10 miles to the northeast in Coyote Hills on the western side of Fullerton.[41] The nearest SRA is in Puente Hills, approximately 12 miles northeast of the project site. Because the project site is not located in or near an SRA or VHFHSZ, the proposed project would not result in any impacts related to wildfire. No mitigation is required.

[40] California Department of Forestry and Fire Protection (CAL FIRE). 2011. Very High Fire Hazard Severity Zones in LRA. Website: https://osfm.fire.ca.gov/media/6739/fhszl_map30.pdf (accessed August 30, 2022).

[41] Ibid.

4.10 HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in a substantial erosion or siltation on- or off-site;				
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Discussion

The following section is based on the *Preliminary Water Quality Management Plan* (Preliminary WQMP) (PBLA Engineering, Inc., December 2022) provided in Appendix D of this IS/MND.

Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less Than Significant Impact.

***Construction*.** Pollutants of concern during construction include sediments, trash, petroleum products, concrete waste (dry and wet), sanitary waste, and chemicals. Each of these pollutants on its own or in combination with other pollutants can have a detrimental effect on water quality. During construction, the entirety of the project site would be graded and excavated and 18.6 acres of soil would be disturbed. During construction activities, soil would be exposed and disturbed, and

there would be an increased potential for soil erosion and sedimentation compared to existing conditions. In addition, chemicals, liquid products, petroleum products (e.g., paints, solvents, and fuels), and concrete-related waste may be spilled or leaked and have the potential to be transported via stormwater runoff into receiving waters. Sediment from increased soil erosion and chemicals from spills and leaks have the potential to be discharged to downstream receiving waters during storm events, which can affect water quality and impair beneficial uses.

Because construction of the proposed project would disturb greater than 1 acre of soil, the proposed project is subject to the requirements of the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities,* Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System (NPDES) No. CAS000002, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ (Construction General Permit), as specified in Regulatory Compliance Measure HYD-1. As also specified in Regulatory Compliance Measure HYD-1, a Stormwater Pollution Prevention Plan (SWPPP) would be prepared and construction Best Management Practices (BMPs) detailed in the SWPPP would be implemented during construction, in compliance with the requirements of the Construction General Permit. The SWPPP would detail the BMPs to be implemented during construction. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site, and Good Housekeeping BMPs to prevent spills, leaks, and discharge of construction debris and waste into receiving waters. Compliance with the requirements of the Construction General Permit, including incorporation of construction BMPs to target and reduce pollutants of concern in stormwater runoff, would ensure that construction impacts related to waste discharge requirements, water quality standards, degradation of water quality, increased pollutant discharge, and alteration of receiving water quality, or impacts on surface water quality to marine, fresh, or wetland waters, would be less than significant.

According to the Geotechnical Evaluation (Appendix C), borings encountered groundwater at depths of 6 to 9 feet below ground surface (bgs). Due to the presence of shallow groundwater, it is likely that groundwater dewatering would be required during excavation activities. Groundwater may contain high levels of total dissolved solids, nitrate, salinity, or other constituents, or high or low pH levels that could be introduced to surface waters when dewatered groundwater is discharged to receiving waters. If groundwater dewatering is necessary, groundwater would be discharged to either the sanitary sewer system or storm drain system. If discharged to the sanitary sewer system, a permit from the City of Cypress Public Works Department or Orange County Sanitation District would be required, as specified in Regulatory Compliance Measure HYD-2, to ensure that there is sufficient capacity available to accommodate the discharge to prevent sanitary sewer overflow, which can result in a discharge of pollutants to surface waters. If groundwater is discharged to the storm drain system, coverage under the Santa Ana Regional Water Quality Control Board's (RWQCB) NPDES Permit *General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality* (Order No. R8-2020-0006, NPDES No. CAG998001) would be required, as also specified in Regulatory Compliance Measure HYD-2. This permit requires testing and treatment (as necessary) of groundwater encountered during groundwater dewatering prior to release to the storm drain system. As a result, groundwater dewatering would not introduce pollutants to receiving waters at levels that would violate water quality standards or waste discharge requirements, degrade water quality, increase pollutant

discharge, or alter the quality of the receiving water. Impacts to surface water quality from groundwater dewatering would be less than significant.

Operation. Expected pollutants of concern from long-term operation of the proposed project include suspended solids/sediment, nutrients, heavy metals, pathogens (bacteria/virus), pesticides, oil and grease, toxic organic compounds, and trash and debris. According to the *Preliminary Water Quality Management Plan* prepared for the proposed project, potential sources of these pollutants include the following:

- Suspended Solids/Sediment: proposed landscaped areas
- Nutrients: proposed landscaped areas
- Heavy Metals: uncovered parking areas
- Pathogens (bacteria/virus): proposed operations and common wildlife species
- Pesticides: proposed landscaped areas
- Oil and Grease: uncovered parking areas
- Toxic Organic Compounds: uncovered parking areas
- Trash and Debris: proposed operations

The proposed project would comply with the requirements of the Santa Ana RWQCB's NPDES Permit *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County* (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit). The North Orange County MS4 Permit requires that a Water Quality Management Plan (WQMP) be prepared for priority new development and redevelopment projects. The preparation of a WQMP and compliance with the North Orange County MS4 Permit is specified in Regulatory Compliance Measure HYD-3.

WQMPs specify the BMPs that would be implemented to capture, treat, and reduce pollutants of concern in stormwater runoff. The Preliminary WQMP prepared for the project specifies the Source Control, Low Impact Development (LID) BMPs, and Treatment Control BMPs proposed for the project. Source Control BMPs are preventative measures that are implemented to prevent the introduction of pollutants into stormwater. LID BMPs mimic a project site's natural hydrology by using design measures that capture, filter, store, evaporate, detain, and infiltrate runoff rather than allowing runoff to flow directly to piped or impervious storm drains. Treatment Control BMPs are structural BMPs designed to treat and reduce pollutants in stormwater runoff prior to releasing it to receiving waters.

The BMPs specified in the Preliminary WQMP would be implemented and maintained, as specified in Regulatory Compliance Measure HYD-3. The proposed project BMPs are detailed below.

Proposed Structural Source Control BMPs include storm drain stenciling and signage; design and construct trash and waste storage areas to reduce pollution introduction; efficient irrigation systems and landscape design, water conservation, and smart controllers; and the incorporation of requirements applicable to dock areas from Santa Ana RWQCB's NPDES Permit. Proposed Non-structural Source Control BMPs include education for property owners, tenants, and occupants;

activity restrictions; common area landscape management; BMP maintenance; common area litter control; employee training; housekeeping of loading docks; common area catch basin inspection, and; street sweeping private streets and parking lots.

Due to the high and seasonally mounded groundwater, traditional infiltration BMPs are not feasible for the proposed project. Proposed LID BMPs include a stormwater biofiltration system (Modular Wetland Systems), also utilized as biotreatment BMPs. Stormwater runoff in the proposed condition would be collected by a series of area drains and proposed sump curb inlet catch basins and would be conveyed to an underground stormwater basin beneath the parking lot in the southern portion of the project site before being pumped to the proposed Modular Wetland Systems for treatment. The Modular Wetland Systems would treat street, roof, and landscape runoff for the proposed project, as well as reduce project-related flow rates into the existing storm drains by retaining and treating stormwater on the site. The proposed Modular Wetland Systems and catch basins would be designed with internal peak bypass and upstream diversion systems for conveyance of larger storm events. Treated and overflow stormwater from the Modular Wetland Systems would be conveyed via a proposed private underground storm drain system to a private point of connection, then to an existing City public 48-inch storm drain system located within Plaza Drive. Flows would then be conveyed from the 48-inch storm drain system to the Bolsa Chica Channel, then to Anaheim Bay, ultimately discharging to the Pacific Ocean.

The proposed BMPs would target and reduce pollutants of concern from runoff from the project site in compliance with the North Orange County MS4 Permit requirements. Compliance with the requirements of the North Orange County MS4 Permit, including incorporation of operational BMPs to target pollutants of concern (as specified in Regulatory Compliance Measure HYD-3), would ensure that water quality impacts related to waste discharge requirements, water quality standards, degradation of water quality, increased pollutant discharge, alteration of receiving water quality, or impacts on surface water quality to marine, fresh, or wetland waters during operation of the proposed project would be less than significant.

Regulatory Compliance Measures:

The following regulatory compliance measures are existing regulations that are applicable to the proposed project and are considered in the analysis of potential impacts related to hydrology and water quality. The City of Cypress considers these requirements to be mandatory; therefore, they are not considered mitigation measures.

Regulatory Compliance Measure HYD-1 **Construction General Permit.** Prior to commencement of construction activities, the Applicant shall obtain coverage under the *National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit),* NPDES No. CAS000002, Order No. 2009-0009-DWQ, as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ, or any other subsequent permit. This shall include submission of Permit Registration Documents (PRDs), including permit

application fees, a Notice of Intent (NOI), a risk assessment, a site plan, a Stormwater Pollution Prevention Plan (SWPPP), a signed certification statement, and any other compliance-related documents required by the permit, to the State Water Resources Control Board via the Stormwater Multiple Application and Report Tracking System (SMARTS). Construction activities shall not commence until a Waste Discharge Identification Number (WDID) is obtained for the project from the SMARTS and provided to the Director of the City of Cypress Community Development Department, or designee, to demonstrate that coverage under the Construction General Permit has been obtained. Project construction shall comply with all applicable requirements specified in the Construction General Permit, including, but not limited to, preparation of a SWPPP and implementation of construction site best management practices (BMPs) to address all construction-related activities, equipment, and materials that have the potential to impact water quality for the appropriate risk level identified for the project. The SWPPP shall identify the sources of pollutants that may affect the quality of stormwater and shall include BMPs (e.g., Sediment Control, Erosion Control, and Good Housekeeping BMPs) to control the pollutants in stormwater runoff. Construction Site BMPs shall also conform to the requirements specified in the latest edition of the Orange County Stormwater Program *Construction Runoff Guidance Manual for Contractors, Project Owners, and Developers* to control and minimize the impacts of construction and construction-related activities, materials, and pollutants on the watershed. Upon completion of construction activities and stabilization of the project site, a Notice of Termination shall be submitted via SMARTS.

Regulatory Compliance Measure HYD-2

Groundwater Dewatering Permit. If groundwater dewatering is required during construction or excavation activities and the dewatered groundwater is discharged to the sanitary sewer system, the Applicant shall obtain a discharge permit from the Director of the City of Cypress Public Works Department. If the dewatered groundwater is discharged to the storm drain system, the Applicant shall obtain coverage under the *General Waste Discharge Requirements for*

*Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality (*Order No. R8-2020-0006, NPDES No. CAG998001), which covers discharges to surface waters that pose an insignificant (de minimis) threat to water quality within. This shall include submission of a Notice of Intent for coverage under the permit to the RWQCB at least 45 days prior to the start of dewatering. The Applicant shall provide the Waste Discharge Identification Number (WDID) to the Director of the City's Public Works Department, or designee, to demonstrate proof of coverage under the *De Minimis* Permit. Groundwater dewatering shall not be initiated until a WDID is received from the Santa Ana Regional Water Quality Control Board (RWQCB) and is provided to the Director of the City's Public Works Department, or designee. Groundwater dewatering activities shall comply with all applicable provisions in the permit, including water sampling, analysis, treatment (if required), and reporting of dewatering-related discharges. Upon completion of groundwater dewatering activities, a Notice of Termination shall be submitted to the Santa Ana RWQCB.

Regulatory Compliance Measure HYD-3

Water Quality Management Plan. Prior to the issuance of grading or building permits, the Applicant shall submit a Final Water Quality Management Plan (WQMP) to the City of Cypress City Engineer, or designee, for review and approval in compliance with the requirements of the *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit)*. The Final WQMP shall be prepared consistent with the requirements of the *Technical Guidance Document for Water Quality Management Plans* (December 2013) and the Water Quality Management Plan template, or subsequent guidance manuals. The Final WQMP shall specify the BMPs to be incorporated into the project design to target pollutants of concern in runoff from the project area. The City shall ensure that the BMPs specified in the Final WQMP are incorporated into the final project design.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less Than Significant Impact. According to the Geotechnical Evaluation (Appendix C) prepared for the proposed project, borings encountered groundwater at depths of 6 to 9 feet bgs. Because of the presence of shallow groundwater, it is likely that groundwater dewatering would be required during construction activities. However, groundwater dewatering would be localized and temporary, and the volume of groundwater removed would not be substantial. In addition, any volume of water removed during groundwater dewatering would be minimal compared to the size of the Coastal Plain of Orange County Groundwater Basin, which has a surface area of 350 square miles and a storage capacity of 38,000,000 acre-feet.[42] Construction and operation of the proposed project would not involve direct groundwater extraction. Increased water use would not substantially affect groundwater supplies because the groundwater basin has been sustainably managed by the Orange County Water District (OCWD) over the last 10 years, and it is anticipated that the Coastal Plain of Orange County Groundwater Basin will continue to be sustainably managed with implementation of the Basin 8-1 Alternative. The Basin 8-1 Alternative establishes objectives and criteria for groundwater management within the Coastal Plain of Orange County Groundwater Basin, as required by the Sustainable Groundwater Management Act (SGMA).[43] Therefore, construction and operational impacts related to a decrease in groundwater supplies or interference with groundwater recharge would be less than significant, and no mitigation is required.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in a substantial erosion or siltation on- or off-site;

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv) Impede or redirect flood flows?

Construction. During project construction activities, soil would be exposed and disturbed, drainage patterns would be temporarily altered during grading and other construction activities, and there would be an increased potential for soil erosion and siltation compared to existing conditions. Additionally, during a storm event, soil erosion and siltation could occur at an accelerated rate.

[42] California Department of Water Resources (DWR). 2004. California's Groundwater Bulletin 118. Coastal Plains of Orange County Groundwater Basin.

[43] Orange County Water District. 2017. Basin 8-1 Alternative – OCWD Management Area. January 1, 2017.

Project construction would not alter the course of a stream or river. As discussed above, the Construction General Permit requires preparation of a SWPPP (Regulatory Compliance Measure HYD-1). The SWPPP would detail Erosion Control and Sediment Control BMPs to be implemented during project construction to minimize erosion and retain sediment on site. With compliance with the requirements of the Construction General Permit and with implementation of the construction BMPs, construction impacts related to on-site, off-site, or downstream erosion or siltation would be less than significant, and no mitigation is required.

Operation. According to the Preliminary WQMP prepared for the proposed project, impervious surface area on-site would decrease by approximately 30,538 square feet (a 4 percent decrease), which would decrease on-site stormwater flows. Impervious surface areas associated with development of the proposed project site would not be prone to erosion or siltation, because no loose soil would be included in these areas. The remaining acreage of the approximately 18.6-acre project site would consist of pervious surface area, which would contain landscaping that would minimize on-site erosion and siltation by stabilizing the soil. Therefore, on-site erosion and siltation impacts would be minimal.

As a result of the 30,538-square-foot decrease in impervious surface area, the proposed project would decrease runoff from the site during storm events, which can decrease off-site erosion and siltation. As discussed previously, the proposed BMPs include Modular Wetland Systems, which would be designed to further reduce the volume of stormwater discharged to the local storm drain system off site.

Significant redevelopment projects are subject to specific hydromodification[44] requirements of the North Orange County MS4 Permit and must implement measures for site design, source control, runoff reduction, stormwater treatment, and baseline hydromodification management. According to the Preliminary WQMP, the project site is located in an area of hydrologic condition of concern (HCOC).[45] Specifically, the project site is a tributary to the Bolsa Chica Channel, which has sections that are not concrete lined. Therefore, because the downstream receiving waters are susceptible to hydromodification, the proposed project has the potential to result in downstream erosion or siltation. However, as described in the Preliminary WQMP, the time of concentration after implementation of the proposed project would not be significantly different than the existing condition. For these reasons, the proposed project would not result in any new operational impacts related to substantial on- or off-site and downstream erosion or siltation and this impact would be less than significant, and no mitigation is required.

As described above, the proposed project includes Modular Wetland Systems and catch basins to treat and reduce stormwater runoff from the project site. As demonstrated by the hydraulic modeling conducted as part of the Preliminary WQMP, the underground stormwater basin and

[44] Hydromodification is defined as hydrologic changes resulting from increased runoff from increases in impervious surfaces. Hydromodification impacts can included changes in downstream erosion and sedimentation.

[45] Areas designated as hydrologic conditions of concern are watersheds of unarmored or soft-armored drainages that are vulnerable to geomorphology changes due to hydromodification.

Modular Wetland Systems would be designed to accommodate the Design Capture Volume of 47,800 cubic feet for the entire project site. The Modular Wetland Systems would treat the required volume and would reduce the peak flow rate below the 10-year, 25-year, and 100-year pre-project peak flow rates. In addition, as specified in Regulatory Compliance Measure HYD-4, a Final Hydrology Study would be prepared based on final project plans and would be approved by the City. The Hydrology Study would confirm that the proposed project drainage facilities comply with City and County requirements. Furthermore, as runoff from the site would be reduced compared to the existing condition, the proposed project would not contribute to the downstream capacity exceedences or existing flooding. With implementation of the proposed BMPs, operational impacts related to a substantial increase in the rate or amount of surface runoff, flow, and volume that would result in flooding would be less than significant, and no mitigation is required.

Regulatory Compliance Measure:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to hydrology and water quality. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure HYD-4

Final Hydrology and Hydraulic Analysis. The Applicant shall submit a Final Hydrology Study to the City of Cypress City Engineer, or his/her designee, for review and approval prior to issuance of grading and building permits. The Final Hydrology Study shall be prepared consistent with the requirements of the *Orange County Hydrology Manual* (Orange County Environment Agency 1986) and *Orange County Hydrology Manual Addendum No. 1* (Orange County Environment Agency 1996), or subsequent guidance manuals. The Final Hydrology Study shall demonstrate that the on-site drainage facilities and post-project Best Management Practices (BMPs) (e.g., Modular Wetland Systems) are designed in compliance with the requirements of the *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit)*. The Final Hydrology Study shall also demonstrate that the on-site drainage facilities and post-construction BMPs are adequately sized to accommodate stormwater runoff from the design storm so that post-development peak flow rates for the 10-year 24-hour frequency storm, 25-year 24-hour frequency storm, and 100-year 24-hour frequency

storm does not exceed the pre-development flow rate. The City Director of Public Works, or designee, shall ensure that the drainage facilities specified in the Final Hydrology Study are incorporated into the final project design.

d) Would the project, in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Less Than Significant Impact. The project site is not located within a 100-year floodplain. According to the Federal Emergency Management Agency (FEMA) Federal Insurance Rate Map (FIRM) No. 06059C0116J (December 3, 2009), the project site is located within Zone X, which comprises areas of 0.2 percent annual chance flood (500-year flood). As the project site is not located within a 100-year floodplain, the proposed project would not place housing or structures within a 100-year flood hazard area.

According to the Safety Element of the City's General Plan, the project site is located within the inundation zone of Prado Dam.[46] There are no open bodies of water in the vicinity of the project site, and the proposed project is therefore not located within an inundation zone of a seiche. The project site is located approximately 6.3 miles northeast of the Pacific Ocean and is not located within a tsunami inundation zone, according to the Orange County Tsunami Inundation Maps.[47] The levee inundation zone of Coyote Creek/Carbon Creek is located south of the project site; however, the project site is not located within this inundation area. Therefore, no impact from inundation by seiche, tsunami, or mudflow would occur, and no mitigation is required.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less Than Significant Impact. As discussed above, it is likely that groundwater dewatering would be required during construction activities. However, groundwater dewatering would be localized and temporary, and the volume of groundwater removed would not be substantial. In addition, any volume of water removed during groundwater dewatering would be minimal compared to the size of the Coastal Plain of the Orange County Groundwater Basin. Construction and operation of the proposed project would not involve direct groundwater extraction. Increased water use would not substantially affect groundwater supplies because the groundwater basin has been sustainably managed by OCWD over the last 10 years, and it is anticipated that the Coastal Plain of the Orange County Groundwater Basin will continue to be sustainably managed with implementation of the Basin 8-1 Alternative. Therefore, implementation of the proposed project would not conflict with or obstruct the sustainable groundwater management plan adopted for the Orange County Groundwater Basin.

46 City of Cypress. 2001. City of Cypress General Plan Safety Element. October 5.

47 California Department of Conservation. 2019. Orange County Tsunami Inundation Maps. Website: https://www.conservation.ca.gov/cgs/tsunami/maps/orange (accessed on June 18, 2021).

4.11 LAND USE AND PLANNING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact Analysis

a) Would the project physically divide an established community?

Less Than Significant Impact. In its existing condition, the project site consists of approximately 18.69 acres of land currently developed with a two-story office/warehouse building (336,653 square feet) and associated asphalt parking lot. The project site is located in a largely developed portion of the City of Cypress within the McDonnell Specific Plan that consists of numerous office/light industrial uses. The existing buildings would be demolished and replaced with two warehouses. The proposed project would provide parking for automobiles around the perimeter of the two buildings, parking for trucks between the two buildings, and 25 dock doors per building. Access to the site would be accommodated via four driveways along Plaza Drive located at the existing access points.

Although implementation of the proposed project would result in changes on the project site (demolition of the existing buildings and construction of the proposed warehouse buildings and associated improvements), the proposed project would not result in changes to the existing configuration of adjacent parcels. As such, the proposed project would not divide or separate any existing land uses or neighborhoods. Therefore, construction and implementation of the project would not result in the physical division of an established community. No mitigation would be required.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less Than Significant Impact. The main documents regulating land use on the project site and in the immediate vicinity of the proposed project are the City of Cypress (City) General Plan and the McDonnell Specific Plan. The proposed project's relationship to these planning documents and the proposed project's consistency with the Southern California Association of Governments' (SCAG) Connect SoCal Plan are provided below.

SCAG Connect SoCal Plan (2020–2045 Regional Transportation Plan/Sustainable Communities Strategy [RTP/SCS]). The 2020–2045 RTP/SCS is a long-range planning document that provides a common foundation for regional and local planning, policymaking, and infrastructure goals in the

SCAG region. The core vision for the 2020–2045 RTP/SCS, which is formally named the Connect SoCal Plan, is to increase mobility options and achieve a more sustainable growth pattern. Table 4.11.A provides a consistency analysis of the goals from the Connect SoCal Plan that are relevant to the proposed project. In order to eliminate repetitive goals and focus on key issues, goals that are not relevant to the proposed project are not included in Table 4.11.A. As stated in this table, the proposed project would be consistent with applicable goals in the SCAG's Connect SoCal Plan.

City of Cypress General Plan. The General Plan is a comprehensive plan intended to guide the physical development of the City, and it serves as a blueprint for future growth and development. As a blueprint for the future, the plan contains policies and programs designed to provide decision-makers with a solid basis for decisions related to land use and development. The Cypress General Plan Land Use Policy Map designates the project site as Planning Area 2 of the McDonnell Specific Plan Area (PC-3) and it is currently zoned for industrial/warehouse use, which allows for light manufacturing, storage and warehousing, and offices, among various other uses. The Cypress General Plan Land Use Policy Map designates the project site as "Specific Plan Area PC-3" in recognition that the project site is subject to the McDonnell Specific Plan. Therefore, the McDonnell Specific Plan largely governs the permitted uses and development standards associated with the project site.

Table 4.11.B provides a consistency analysis of the goals and policies from the City's General Plan that are relevant to the proposed project. As stated in Table 4.11.B, the proposed project would be consistent with all the applicable General Plan goals and policies.

McDonnell Specific Plan. As discussed above, the project site is within the boundaries of the McDonnell Specific Plan, which covers an approximately 71.23-acre area in the southern portion of the City. The 1994 amended McDonnell Specific Plan replaced the 1982 plan. The 1994 amended McDonnell Specific Plan called for an additional 206,130 square feet of office/commercial, mixed use business park, and office, in four of the planning areas within the McDonnell Specific Plan. The proposed project consists of a warehouse use, which is identified as a permitted use under the McDonnell Specific Plan. Permitted uses in the McDonnell Specific Plan area include light manufacturing, storage and warehousing, and offices, among various other uses. The proposed project would be consistent with the land use designations, development, standards, design guidelines, parking requirements, and other applicable standards of the McDonnell Specific Plan.

Appendix C of the McDonnell Specific Plan, General Plans Consistency, provides summaries of the McDonnell Specific Plan's consistency with the City's General Plan. The City's General Plan has been reviewed, and applicable goals addressed as they pertain to the amended McDonnell Specific Plan. Listings of methods of implementation by which the Specific Plan is consistent with the General Plan

Table 4.11.A: RTP/SCS Consistency Analysis

Relevant RTP/SCS Goals	Consistency Analysis
RTP/SCS Goal 1: Encourage regional economic prosperity and global competitiveness	**Consistent.** The proposed project would result in the development of two warehouse facilities with office spaces in each building. In its current use, only two warehouse spaces are occupied by Bar Bakers (a food distribution facility) and a private university. The remaining warehouse and office space is vacant. The proposed project is expected to generate 190 employees, which would reactivate the recently vacated project site. The proposed project would also result in employment on the site during construction. Therefore, the proposed project would be consistent with Goal 1 in the 2020–2045 RTP/SCS.
RTP/SCS Goal 5: Reduce greenhouse gas emissions and improve air quality	**Consistent**. As described in Section 4.3, Air Quality, of this IS/MND, construction and operation of the proposed project would result in less than significant air quality impacts. As described in Section 4.8, Greenhouse Gas Emissions, of this IS/MND, construction and operation of the proposed project would result in less than significant impacts related to greenhouse gas emissions. Because the proposed project would not degrade air quality or result in significant impacts related to greenhouse gas emissions, the proposed project would be consistent with Goal 5 in the 2020–2045 RTP/SCS.
RTP/SCS Goal 6: Support healthy and equitable communities	**Consistent.** As described in Section 4.3, Air Quality, of this IS/MND, construction and operation of the proposed project would result in less than significant air quality impacts. Because the proposed project would not degrade air quality or result in mobile source health risk impacts, the proposed project would be consistent with Goal 6 in the 2020–2045 RTP/SCS.

Source: Southern California Association of Governments. 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy.
RTP/SCS = Regional Transportation Plan/Sustainable Communities Strategy

Table 4.11.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Land Use Element	
Goal LU-1: Create a well balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/ recreation uses, while providing adequate community services to City residents.	**Consistent.** The proposed project would develop a warehouse project in an area of the City that is currently characterized by a mix of commercial, warehouse, office, and residential uses. As discussed further in Section 4.15, Public Services, and Section 4.19, Utilities and Service Systems, the project's impacts to utilities and other public services would be less than significant. Therefore, project implementation would contribute to a well-balanced land use pattern that accommodates the City's existing and future needs for commercial uses, while providing adequate community services to City residents. Therefore, the proposed project would be consistent with General Plan Land Use Element Goal LU-1.
Goal LU-2: Ensure that new development is compatible with surrounding land uses, the circulation network, availability of public facilities, and existing development constraints.	**Consistent.** As demonstrated in Section 4.1, Aesthetics, and Section 4.13, Noise, the project is designed to be compatible with surrounding land uses. As discussed further in Section 4.17, Transportation, the proposed project would have less than significant impacts on the local circulation network. According to Section 4.15, Public Services, and Section 4.19, Utilities and Service Systems, the proposed project would not have a significant impact on public facilities in light of existing development constraints. Therefore, the proposed project would be consistent with General Plan Land Use Element Goal LU-2.
Policy LU-2.1: Ensure a sensitive transition between commercial or business park uses and residential uses by implementing precise development standards with such techniques as buffering, landscaping, and setbacks.	**Consistent.** The proposed project would comply with all applicable development standards outlined in the McDonnell Specific Plan, which would ensure cohesion with the surrounding urban uses. The majority of the on-site landscaping would be situated along the perimeter of the project site and within the surface parking lot. Trees and ornamental vegetation would border the project site on all sides, serving as a buffer. Therefore, the proposed project would be consistent with General Plan Land Use Element Policy LU-2.1.
Policy LU-2.4: Mitigate traffic congestion and unacceptable levels of noise, odors, dust, and light and glare which affect residential areas and sensitive receptors, where feasible.	**Consistent.** As discussed in Section 4.17, Transportation, the proposed project would not generate significant adverse impacts related to transportation. As discussed in Section 4.1, Aesthetics, Section 4.3, Air Quality, and Section 4.13, Noise, the closest sensitive receptors for light, glare, air pollution, and noise would not experience unacceptable levels of noise, odors, dust, light, or glare as a result of project implementation. Therefore, the proposed project would be consistent with General Plan Land Use Element Policy LU-2.4.

Table 4.11.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Goal LU-10: Carefully regulate future development in the Business Park to ensure the current high quality environment is maintained.	**Consistent.** The proposed project would comply with all applicable development standards in the McDonnell Specific Plan and, as detailed throughout this IS/MND, the proposed project would include mitigation measures and regulatory compliance measures that would minimize environmental impacts to the extent feasible. Therefore, the proposed project would be consistent with General Plan Land Use Element Goal LU-10.
Policy LU-10.1: As a condition of development approval in the Business Park, consider the impacts of site utilization, access, and occupancy on traffic generation.	**Consistent.** The proposed project would demolish an existing building and replace it with two new warehouse buildings. The proposed project would provide access to the project site via four driveways along Plaza Drive. As discussed in Section 4.17, Transportation, the proposed project would result in less than significant traffic impacts. Consistent with the referenced policy, this information will be provided to City decision-makers prior to considering approval of the proposed project. Therefore, the proposed project would be consistent with General Plan Land Use Element Policy LU-10.1.
Goal LU-15: Retain and facilitate the expansion of businesses throughout the City.	**Consistent.** The proposed project would result in the development of two warehouse buildings on a site that is currently developed with a building that is partially vacant. These two proposed warehouse buildings would provide new expansion space for existing businesses within the City of Cypress. Therefore, the proposed project would be consistent with General Plan Land Use Element Goal LU-15.
Circulation Element	
Goal CIR-1: Maintain a safe, efficient, economical, and aesthetically pleasing transportation system providing for the movement of people, goods, and services to serve the existing and future needs of the City of Cypress.	**Consistent.** As discussed in Section 4.17, Transportation, the proposed project would comply with all applicable standards related to transportation and would incorporate mitigation measures, as necessary, to mitigate traffic impacts. Therefore, the proposed project would be consistent with General Plan Circulation Element Goal CIR-1.
Policy CIR-1.4: Require new development to conform to the standards and criteria of the City of Cypress and other mandated programs. This includes mitigation of traffic impacts to the surrounding street system.	**Consistent.** As discussed in Section 4.17, Transportation, the proposed project would comply with all applicable standards related to transportation and would incorporate mitigation measures, as necessary, to mitigate traffic impacts. Therefore, the proposed project would be consistent with General Plan Circulation Element Policy CIR-1.4.
Policy CIR-2.8: Enhance the sidewalk environment to encourage pedestrian activities through streetscape and transit enhancement programs.	**Consistent.** The proposed project would install a sidewalk along Plaza Drive. Therefore, the proposed project would be consistent with General Plan Circulation Element Policy CIR-2.8.
Conservation/Open Space/Recreation Element	
Goal COSR-3: Conserve energy resources through the use of available technology and conservation practices.	**Consistent.** As described in Section 4.6, Energy, the proposed project would comply with the updated energy efficiency standards included in Title 24 (Regulatory Compliance Measure 4.6-1), which would significantly reduce energy usage. Therefore, the proposed project would be consistent with General Plan Conservation/Open Space/Recreation Element Goal COSR-3.

Table 4.11.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Goal COSR-5: Preserve Cypress' archaeologic and paleontologic resources.	**Consistent.** As described in Section 4.7, Geology and Soils, the proposed project would implement Mitigation Measure GEO-2, which would require that a qualified paleontologist be contacted in the event that any paleontological resources are discovered during ground-disturbing activities so the discovery can be assessed for scientific importance. The qualified paleontologist shall then make recommendations regarding treatment and disposition of the discovery, the need for paleontological monitoring, and preparation of the appropriate report. Implementation of Mitigation Measure GEO-2 would ensure that impacts to paleontological resources are reduced to a level that is less than significant. As described in Section 4.5, Cultural Resources, the proposed project would implement procedures for recovering any significant or unique archaeological resource and for preparation of a report that documents any cultural resource recovery at the project site. Implementation of Mitigation Measure CUL-1 would ensure that impacts to archaeological resources are reduced to a level that is less than significant. Therefore, the proposed project would be consistent with General Plan Conservation/Open Space/Recreation Element Goal COSR-5.
Policy COSR-5.2: Prior to development in previously undeveloped areas, require strict adherence to the CEQA guidelines for environmental documentation and mitigation measures where development will affect archaeological or paleontological resources.	**Consistent.** Refer to Mitigation Measure CUL-1 in Section 4.5, Cultural Resources, and Mitigation Measure GEO-2 in Section 4.7, Geology and Soils. The proposed project has the potential to affect unknown archaeological and paleontological resources. The proposed project would adhere to the *State CEQA Guidelines* for environmental documentation and mitigation measures where development could affect these resources. Mitigation Measures CUL-1 and GEO-2 would ensure project compliance with CEQA, the California Code of Regulations, the State Health and Safety Code, and the California Public Resources Code as they relate to archaeological and paleontological resources, respectively. Therefore, the proposed project would be consistent with General Plan Conservation/Open Space/Recreation Element Policy COSR-5.2.
Safety Element	
Goal SAF-1: Protect residents, workers, and visitors from flood hazards, including dam inundation.	**Consistent.** As described in further detail in Section 4.10, Hydrology and Water Quality, the proposed project would not result in significant impacts related to flooding. Additionally, the project site has a low likelihood of flooding, and the proposed on-site storm drain system would be adequately sized to accommodate stormwater runoff so that on-site flooding would not occur. Therefore, the proposed project would be consistent with General Plan Safety Element Goal SAF-1.

Table 4.11.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Goal SAF-2: Protect life and property in Cypress from seismic events and resulting hazards.	**Consistent.** As discussed in further detail in Section 4.7, Geology and Soils, with the implementation of Mitigation Measure GEO-1, which requires compliance with the recommendations in the project Geotechnical Evaluation, all impacts related to geological hazards would be less than significant. As such, the proposed project would be consistent with General Plan Safety Element Goal SAF-2.
Goal SAF-3: Minimize risks to life and property associated with the handling, transporting, treating, generating, and storing of hazardous materials.	**Consistent.** As discussed in further detail in Section 4.9, Hazards and Hazardous Materials, the proposed project would not result in any significant impacts related to the routine transport, use, or disposal of hazardous materials. Therefore, the proposed project would be consistent with General Plan Safety Element Goal SAF-3**.**
Goal SAF-5: Protect life and property in Cypress from urban fires. Maintain the Orange County Fire Authority's high level of service to community businesses and residents.	**Consistent.** As discussed in further detail in Section 4.15, Public Services, the proposed project does not include any residential uses and therefore would not induce substantial population growth that would affect OCFA's response times. As such, the proposed project would be consistent with General Plan Safety Element Goal SAF-5.
Goal SAF-6: Maintain the police department's high quality of service to the City.	**Consistent.** As discussed in further detail in Section 4.15, Public Services, the proposed project is expected to be adequately served by existing police facilities. Additionally, the Cypress Police Department would review the site plan during the project approval phase and would impose standard conditions of approval. As such, the proposed project would be consistent with General Plan Safety Element Goal SAF-6.
Goal SAF-8: Protect Cypress residents from air operation accidents.	**Consistent.** As discussed in further detail in Section 4.9, Hazards and Hazardous Materials, the proposed project would not result in a safety hazard for people in the project area because the proposed project would comply with all appropriate Federal Aviation Administration (FAA) standards and requirements, including compliance with Federal Aviation Regulations [FAR] Part 77 requirements. As such, the proposed project would be consistent with General Plan Safety Element Goal SAF-8.
Noise Element	
Goal N-2: Incorporate noise considerations into land use planning decisions.	**Consistent.** As discussed in further detail in Section 4.13, Noise, the proposed uses on the project site would be compatible with surrounding uses based on noise standards established by the City. Therefore, the proposed project would result in the development of land uses consistent with the City's noise standards, and the proposed project would be consistent with General Plan Noise Element Goal N-2.
Goal N-3: Minimize noise spillover from commercial uses into nearby residential neighborhoods.	**Consistent.** As discussed in further detail in Section 4.13, Noise, with the implementation of Standard Condition NOI-1, noise impacts would be less than significant. As such, the proposed project would be consistent with General Plan Noise Element Goal N-3.

Table 4.11.B: General Plan Consistency Analysis

Relevant General Plan Goals/Policies	Consistency Analysis
Air Quality Element	
Goal AQ-1: Reduce air pollution through proper land use and transportation planning.	**Consistent**. As discussed in further detail in Section 4.3, Air Quality, the proposed project would not result in significant air quality impacts. Additionally, the proposed project would result in the development of a warehouse facility located directly adjacent to Katella Avenue, which is one of the City's major travel corridors. As such, the proposed project would be consistent with General Plan Air Quality Element Goal AQ-1.
Goal AQ-2: Improve air quality by reducing the amount of vehicular emissions in Cypress.	**Consistent**. As discussed in further detail in Section 4.3, Air Quality, the proposed project would not result in significant air quality impacts related to vehicular emissions. As such, the proposed project would be consistent with General Plan Air Quality Element Goal AQ-2.
Growth Management Element	
Goal GM-1: Reduce traffic congestion.	**Consistent.** As discussed in Section 4.17, Transportation, the proposed project would result in less than significant impacts related to traffic at all study area intersections. Therefore, the proposed project would be consistent with General Plan Growth Management Element Goal GM-1.

Source: City of Cypress General Plan (2001).

were achieved and identified in Appendix C of the McDonnell Specific Plan.[48] Therefore, the proposed project would be consistent with both the City's General Plan and the McDonnell Specific Plan.

Zoning Ordinance. The City's Zoning Ordinance is the primary implementation tool for its General Plan Land Use Element (2001) and the goals and policies therein. For this reason, the Zoning Map must be consistent with the General Plan Land Use Map. The General Plan Land Use Map indicates the general location and extent of future land uses in Cypress. The Zoning Ordinance, which includes the Zoning Map, contains more detailed information about permitted land uses, building intensities, and required development standards.

The project site currently has the zoning designation of Planning Community Zone McDonnell Center (PC-3). Allowable land uses within the PC-3 McDonnell Center includes light manufacturing, storage and warehousing, and offices, among various other uses. The PS-3 zone was established to set aside properties to be developed with offices. The proposed project would not include or require any amendments to the City's General Plan, the McDonnell Specific Plan, or the City's Zoning Ordinance. Therefore, the proposed project is consistent with the City's Zoning Ordinance.

[48] City of Cypress. 2001. PC-3 McDonnell Center Amended Specific Plan (October 1994) Appendix C, Page 7- through Page 80. Website: https://www.cypressca.org/home/showpublisheddocument/9697/637363718 99353 0000 (accessed December 2022).

Summary. Approval of the proposed project would not introduce any inconsistencies with the 2020–2045 Connect SoCal Plan, the City's General Plan, or the Cypress Municipal Code. Therefore, the proposed project would result in less than significant impacts related to potential conflicts with applicable land use plans, policies, and regulations. No mitigation is required.

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4.12 MINERAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Impact Analysis

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No Impact. The Surface Mining and Reclamation Act (SMARA) enacted by California Legislature in 1975 provides guidelines to assist with classification and designation of mineral lands. These areas were designated under the basis of several geologic factors, but do not give regard to existing land uses and ownership. These Mineral Resource Zones (MRZs) are divided into the following four categories:

- **MRZ-1:** An area where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- **MRZ-2:** An area where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood exists for their presence.
- **MRZ-3:** An area containing mineral deposits of which their significance cannot be properly evaluated.
- **MRZ-4:** An area where information is not adequate enough to be able to assign to any other MRZ zone.

Of these four categories, lands classified as MRZ-2 are of the greatest importance. Such areas are underlain by demonstrated mineral resources or are located where geologic data indicate that significant measured or indicated resources are present. MRZ-2 areas are designated by the State of California Mining and Geology Board as being "regionally significant." Such designations require that a lead agency's land use decisions involving designated areas are to be made in accordance with its mineral resource management policies and that it consider the importance of the mineral resource to the region or the State as a whole, not just to the lead agency's jurisdiction.

The project site has been classified by the California Geological Survey (CGS) as MRZ-4, indicating that the project site is in an area where information is inadequate for assignment to any other mineral resource zone.[49] The City of Cypress (City) is not within the proximity of any MRZ-2 zones, and is surrounded by an MRZ-1 zone, indicating the absence of significant mineral deposits in the area.[50] Furthermore, according to the City's General Plan Environmental Impact Report, there are no mineral resources as defined by the CDMG within the City.[51] Therefore, no significant impacts related to the loss of availability of a known mineral resource that would be of value to the region and to the residents of the State would result from project implementation, and no mitigation is required.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. As stated in Response 4.12(a), the project site is clearly shown to not be a part of a mineral resource zone containing any known valuable mineral resources, which would suggest a high unlikelihood of minerals being extracted at the project site.[52] Therefore, no impact would occur, and no mitigation is required.

[49] California Department of Conservation (DOC). Division of Mines and Geology. 1981. Mineral Land Classification Map. Los Alamitos Quadrangle. Special Report 143, Plate 3.17.

[50] Ibid.

[51] City of Cypress. General Plan Environmental Impact Report. Effects Found Not to Be Significant. Page 7-4. Website: https://www.cypressca.org/home/showpublisheddocument/722/636123118731230000 (accessed September 1, 2022).

[52] Ibid.

4.13 NOISE

	Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Technical Background

The following provides an overview of the characteristics of sound and the regulatory framework that applies to noise within the vicinity of the project site. Long-term noise monitoring data results and traffic noise modeling results are provided in Appendix E of this IS/MND.

Characteristics of Sound

Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, or sleep. Several noise measurement scales exist that are used to describe noise in a particular location. A decibel (dB) is a unit of measurement that indicates the relative intensity of a sound. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 dB represents a tenfold increase in acoustic energy, while 20 dB is 100 times more intense, and 30 dB is 1,000 times more intense. Each 10 dB increase in sound level is perceived as approximately a doubling of loudness; similarly, each 10 dB decrease in sound level is perceived as half as loud. Sound intensity is normally measured through the A-weighted sound level (dBA). This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. The A-weighted sound level is the basis for 24-hour sound measurements, which better represents how humans are more sensitive to sound at night.

As noise spreads from a source, it loses energy; therefore, the farther away the noise receiver is from the noise source, the lower the perceived noise level. Geometric spreading causes the sound level to attenuate or be reduced, resulting in a 6 dB reduction in the noise level for each doubling of distance from a single point source of noise to the noise-sensitive receptor of concern.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. The equivalent continuous sound level (L_{eq}) is the total sound energy of time-varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq}, the

community noise equivalent level (CNEL), and the day-night average level (L_{dn}) based on A-weighted decibels. CNEL is the time-varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours), and a 10 dBA weighting factor applied to noises occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale but without the adjustment for events occurring during the evening hours. CNEL and L_{dn} are within 1 dBA of each other and are normally interchangeable. The City of Cypress (City) uses the CNEL noise scale for long-term noise impact assessment. Other noise rating scales of importance when assessing the annoyance factor include the maximum instantaneous noise level (L_{max}), which is the highest exponential time-averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis for short-term noise impacts are specified in terms of maximum levels denoted by L_{max}, which reflects peak operating conditions and addresses the annoying aspects of intermittent noise.

Noise impacts can be described in three categories. The first category includes audible impacts that refer to increases in noise levels noticeable to humans. Audible increases in noise levels generally refer to a change of 3 dB or greater because this level has been found to be barely perceptible in exterior environments. The second category, potentially audible, refers to a change in the noise level between 1 dB and 3 dB. This range of noise levels has been found to be noticeable only in laboratory environments. The last category includes changes in noise levels of less than 1 dB, which are inaudible to the human ear. Only audible changes in existing ambient or background noise levels are considered potentially significant.

Characteristics of Vibration

Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors where the motion may be discernible. However, without the effects associated with the shaking of a building, there is less adverse reaction. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as motion of building surfaces, the rattling of items on shelves or hanging on walls, or a low-frequency rumbling noise. The rumbling noise is caused by the vibrating walls, floors, and ceilings radiating sound waves. Building damage is not a factor for normal operation and construction activities with the occasional exception of blasting and pile driving during construction. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 vibration velocity decibels (VdB) or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. Problems with ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet of the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet. When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. For most projects, it is assumed that the roadway surface will be smooth enough that ground-borne vibration from street traffic will not exceed the impact criteria; however, construction activities have the potential to

result in ground-borne vibration that could be perceptible and annoying. Ground-borne noise is not likely to be a problem because noise arriving via the normal airborne path usually will be greater than ground-borne noise.

Ground-borne vibration has the potential to disturb people as well as damage buildings. Although it is very rare for ground-borne vibration to cause even cosmetic building damage, it is not uncommon for construction processes such as blasting and pile driving to cause vibration of sufficient amplitudes to damage nearby buildings, as described in the Federal Transit Administration's (FTA) *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual) (2018). Ground-borne vibration is usually measured in terms of vibration velocity, either the root-mean-square (RMS) velocity or peak particle velocity (PPV). RMS is best for characterizing human response to building vibration, and PPV is used to characterize the potential for damage. Decibel notation acts to compress the range of numbers required to describe vibration. Vibration velocity level in decibels is defined as:

$$Lv = 20 \log10 [V/Vref]$$

where Lv is the velocity in decibels (VdB), "V" is the RMS velocity amplitude, and "Vref" is the reference velocity amplitude, or 1 x 10-6 inches per second (in/sec) used in the United States. Table 4.13.A illustrates the human response to various vibration levels, as described in the FTA Manual (FTA 2018).

Table 4.13.A: Human Response to Different Levels of Ground-Borne Noise and Vibration

Vibration Velocity Level	Noise Level		Human Response
	Low Freq[1]	Mid Freq[2]	
65 VdB	25 dBA	40 dBA	Approximate threshold of perception for many humans. Low-frequency sound usually inaudible; mid-frequency sound excessive for quiet sleeping areas.
75 VdB	35 dBA	50 dBA	Approximate dividing line between barely perceptible and distinctly perceptible. Many people find transit vibration at this level unacceptable. Low-frequency noise acceptable for sleeping areas; mid-frequency noise annoying in most quiet occupied areas.
85 VdB	45 dBA	60 dBA	Vibration acceptable only if there are an infrequent number of events per day. Low-frequency noise unacceptable for sleeping areas; mid-frequency noise unacceptable even for infrequent events with institutional land uses (e.g., schools and churches).

Source: *Transit Noise and Vibration Impact Assessment Manual,* Table 7-1 (FTA 2018).
[1] The approximate noise level when vibration spectrum peak is near 30 Hz.
[2] The approximate noise level when vibration spectrum peak is near 60 Hz.
dBA = A-weighted decibels
Freq = Frequency
FTA = Federal Transit Administration
Hz = Hertz
VdB = vibration velocity decibels

Applicable Noise Standards

The applicable noise standards governing the project site are the criteria in the City's Noise Element of the General Plan (Noise Element) and Chapter 13, Article VII, of the City's Municipal Code.

City of Cypress General Plan Noise Element

California Government Code Section 65302(g) requires that a noise element be included in the General Plan of each county and city in the State. The Noise Element of the City's General Plan (2001) is intended to identify sources of noise and provide objectives and policies that ensure that noise from various sources does not create an unacceptable noise environment. Overall, the City's Noise Element describes the noise environment (including noise sources) in the City, and addresses noise mitigation regulations, strategies, and programs, as well as delineates federal, State, and City jurisdiction relative to rail, automotive, aircraft, and nuisance noise.

The City's noise standards are correlated with land use zoning classifications in order to maintain identified ambient noise levels and to limit, mitigate, or eliminate intrusive noise that exceeds the ambient noise levels within a specified zone. The City has adopted local guidelines based, in part, on the community noise compatibility guidelines established by the State Department of Health Services for use in assessing the compatibility of various land use types with a range of noise levels. These guidelines are set forth in the City's General Plan Noise Element.

In accordance with Table N-3 of the Noise Element of the City's General Plan, the exterior noise level standard for residential uses, including single-family and multi-family development, is 60 dBA CNEL. This standard is limited to the private yards of single-family homes and the private patios or balconies of multi-family uses that are served by means of an exit from inside each dwelling; however, private patios or balconies that are 6 feet deep or less are exempt from this standard. For residential uses, the City's interior noise level standard is 45 dBA CNEL.

City of Cypress Municipal Code

The Cypress Municipal Code Chapter 13, Article VII, Sections 13-64 through 13-79, established noise standards and enforcement procedures to enforce the reduction of "obnoxious or offensive" noises.

More specifically, Chapter 13, Article VII, Sections 13-67 through 13-69, establish the noise zone designations, exterior noise level standards, and interior noise level standards. Section 13-67 specifies that the residential properties are assigned to the following noise zones:

- **Noise Zone 1:** All residential properties zoned RS-15000 or RS-6000 (low-density residential uses with a maximum of 5 dwelling units per gross acre).
- **Noise Zone 2:** All residential property not in Noise Zone 1.

Section 13-68 (a), as shown in Table 4.13.B, presents the exterior noise level standards for Noise Zone 2, which would apply to the proposed project.

In the event the alleged offensive noise consists of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by 5 dBA.

Table 4.13.B: Exterior Noise Level Standards

Noise Zone	Noise Level (dBA L_{eq})	Time Period
1	55	7:00 a.m. – 10:00 p.m.
	50	10:00 p.m. – 7:00 a.m.
2	60	7:00 a.m. – 10:00 p.m.
	55	10:00 p.m. – 7:00 a.m.

Source: City of Cypress Municipal Code Section 13-68 (a) (1976).
dBA = A-weighted decibels
L_{eq} = Average Hourly Noise Level

Section 13-68 of the Cypress Municipal Code goes on to state in subsection (b) the following:

> "It shall be unlawful for any person at any location within the incorporated area of the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential property, either incorporated or unincorporated, to exceed:"

1. The noise standard for a cumulative period of more than 30 minutes in any hour; or
2. The noise standard plus 5 dB(A) for a cumulative period of more than 15 minutes in any hour; or
3. The noise standard plus 10 dB(A) for a cumulative period of more than 5 minutes in any hour; or
4. The noise standard plus 15 dB(A) for a cumulative period of more than 1 minute in any hour; or
5. The noise standard plus 20 dB(A) for any period of time.

Subsection (c) also specifies the following:

> "In the event the ambient noise level exceeds either of the first four (4) noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level."

Section 13-69 (a), as shown in Table 4.13.C, presents the interior noise level standards for all residential zones.

Table 4.13.C: Interior Noise Level Standards

Noise Zone	Noise Level (dBA L_{eq})	Time Period
1 and 2	55	7:00 a.m. – 10:00 p.m.
	45	10:00 p.m. – 7:00 a.m.

Source: City of Cypress Municipal Code (1976).
dBA = A-weighted decibels
L_{eq} = Average Hourly Noise Level

Section 13-69(a) also states the following for the noise levels shown in Table 4.13.C:

> "In the event the alleged offensive noise consists of impact noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by five (5) dBA."

Section 13-69 (b) of the Cypress Municipal Code states the following:

> "It shall be unlawful for any person at any location within the incorporated area of the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential property, either incorporated or unincorporated, to exceed:
>
> 1. The interior noise standard for a cumulative period of more than 5 minutes in any hour; or
> 2. The interior noise standard plus 5 dB(A) for a cumulative period of more than 1 minute in any hour; or
> 3. The interior noise standard plus 10 dB(A) for any period of time.

Subsection (c) also specifies the following:

> "In the event the ambient noise level exceeds either of the first two (2) noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the third noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level."

Section 13-70, Special Provisions, of the City's Municipal Code specifies that construction activities are exempt from the provisions listed above; however, it regulates the timing of construction activities. According to the Municipal Code, construction activities shall not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, before 9:00 a.m. and after 8:00 p.m. on Saturday, or at any time on Sunday or a federal holiday.

Section 13-71, Schools, hospitals and churches; special provisions, of the Municipal Code states the following:

> "It shall be unlawful for any person to create any noise which causes the noise level at any school, hospital or church while the same is in use, to exceed the noise limits as specified in section 13-68 prescribed for the assigned noise zone in which the school, hospital or church is located, or which noise level unreasonably interferes with the use of such institutions or which unreasonably disturbs or annoys patients in the hospital, provided conspicuous signs are displayed in three (3) separate locations within one-tenth (0.1) of a mile of the institution indicating the presence of a school, church or hospital."

Applicable Vibration Standards

Due to the lack of vibration standards within the City's General Plan or Municipal Code, vibration standards included in the FTA Manual are used in this analysis for ground-borne vibration impacts, as shown in Table 4.13.D.

Table 4.13.D: Construction Vibration Damage Criteria

Building Category	PPV (in/sec)
Reinforced concrete, steel, or timber (no plaster)	0.50
Engineered concrete and masonry (no plaster)	0.30
Nonengineered timber and masonry buildings	0.20
Buildings extremely susceptible to vibration damage	0.12

Source: *Transit Noise and Vibration Impact Assessment Manual*, Table 12-3 (FTA 2018).
[1] RMS vibration velocity in decibels (VdB) re 1 micro-inch/second.
FTA = Federal Transit Administration
in/sec = inches per second
L_V = velocity in decibels
PPV = peak particle velocity
RMS = root-mean-square
VdB = vibration velocity in decibels

The criteria for environmental impact from ground-borne vibration and noise are based on the maximum levels for a single event. Table 4.13.D lists the potential vibration damage criteria associated with construction activities, as suggested in the FTA Manual.

The FTA Manual guidelines show that a vibration level of up to 0.5 in/sec in PPV is considered safe for buildings consisting of reinforced concrete, steel, or timber (no plaster), and would not result in any construction vibration damage. For a nonengineered timber and masonry building, the construction vibration damage criterion is 0.2 in/sec in PPV.

Table 6-6 within the FTA Manual guidelines indicates that for workshop or similar type uses, a level of 90 VdB would be the threshold at which vibration is distinctly felt and may disrupt operations.

Thresholds of Significance

A project would normally have a significant effect on the environment related to noise if it would substantially increase the ambient noise levels for adjoining areas or conflict with the adopted

environmental plans and the goals of the community in which the project is located. The following noise level increases were used to determine whether the project would result in a significant noise impact:

For off-site transportation-related impacts:

- Where the existing ambient noise level is less than 65 dBA and a project-related permanent increase in ambient noise levels of 3 dBA CNEL or greater occurs.
- Where the existing ambient noise level is greater than 65 dBA and a project-related permanent increase in ambient noise levels of 1 dBA CNEL or greater occurs.

For non-transportation-related stationary source impacts, including operations:

- If current noise levels experienced at the surrounding sensitive uses are less than the hourly daytime noise level standards, then an exceedance of the standards listed in Table 4.13.B would constitute a potentially significant impact.
- If current noise levels experienced at the surrounding sensitive uses are greater than the hourly daytime noise level standard listed in Table 4.13.B, then a perceptible increase of 3 dBA or more would constitute a potentially significant impact.

For construction-related impacts:

- Compliance with the City's Municipal Code and exceedance of the FTA standards listed above and in Table 4.13.D.

Existing Noise Environment

The existing noise levels at the project site and surrounding uses are dominated by traffic on Valley View Street and Katella Avenue, and parking lot activities at the surrounding uses.

Existing Noise Level Measurements

In order to assess the existing noise conditions in the area, long-term (24-hour) noise-level measurements were conducted on September 1 and 2, 2022, using four (4) Larson Davis Spark 706RC Dosimeters at four locations near the edge of the project site. Figure 4.13-1 shows the long-term noise monitoring locations. Table 4.13.E provides a summary of the measured hourly noise levels and calculated CNEL level from the long-term noise level measurements as well as a brief description of the locations where the measurements were collected. As shown in Table 4.13.E, the calculated CNEL levels range from 56.4 dBA CNEL to 63.0 dBA CNEL. Hourly noise levels at surrounding sensitive uses are as low as 44.7 dBA L_{eq} during nighttime hours and 51.2 dBA L_{eq} during daytime hours. Long-term noise monitoring data results are provided in Appendix E.



LSA

LEGEND

- Project Site Boundary
- LT-3 - Long-term Noise Monitoring Location

0 250 500

FEET

FIGURE 4.13-1

Goodman Commerce Center Project IS/MND

Noise Monitoring Locations

SOURCES: Google Earth, 2022

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Table 4.13.E: Existing Noise Level Measurements

Location	Description	Daytime Noise Levels[1] (dBA L_{eq})	Evening Noise Levels[2] (dBA L_{eq})	Nighttime Noise Levels[3] (dBA L_{eq})	Daily Noise Level (dBA CNEL)
LT-1	Northwest corner of 5757 Plaza Drive #100, south of 5626 Corporate Avenue. near a parking lot light pole. Approximately 1,340 feet away from Katella Avenue centerline.	57.3 - 68.4	53.3 - 54.7	45.0 - 60.1	63.0
LT-2	Northeast corner of 5757 Plaza Drive #100, near a parking lot light pole, approximately 750 feet away from Valley View Street centerline.	51.2 - 53.8	52.0 - 52.5	44.7 - 52.3	56.4
LT-3	East of the building entrance at 5665 Plaza Drive, on a nearby tree, approximately 280 feet away from Plaza Drive centerline.	51.9 - 56.5	51.1 - 51.8	45.7 - 53.3	57.1
LT-4	Southeast corner of 5757 Plaza Drive, on a pole. Approximately 40 feet away from Plaza Drive centerline.	53.3 - 56.4	52.2 - 53.1	46.2 - 53.2	57.8

Source: LSA (2022).
Note: Noise measurements were conducted from September 1 to September 2, 2022, starting at 11:00 a.m.
[1] Daytime Noise Levels = noise levels during the hours of 7:00 a.m. to 7:00 p.m.
[2] Evening Noise Levels = noise levels during the hours from 7:00 p.m. to 10:00 p.m.
[3] Nighttime Noise Levels = noise levels during the hours of 10:00 p.m. to 7:00 a.m.
CNEL = Community Noise Equivalent Level
dBA = A-weighted decibel
ft = foot/feet
L_{eq} = the average noise level during a specific hour
LT = long-term measurement

Impact Analysis

a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less Than Significant Impact.

Short-Term Construction Noise Impacts

Short-term noise impacts would be associated with demolition of the existing structures, excavation, grading, and construction of the proposed structures. Construction-related short-term noise levels would be higher than existing ambient noise levels in the vicinity of the project site at the present time but would no longer occur once construction of the proposed project is completed.

Two types of short-term noise impacts could occur during construction of the proposed project. First, construction crew commutes and the transport of construction equipment and materials to the project site would incrementally increase noise levels on access roads leading to the site. Although there would be a relatively high single-event noise exposure potential causing intermittent noise nuisance (passing trucks at 50 feet would generate up to a maximum of 84 dBA), the effect on longer-term (hourly or daily) ambient noise levels would be small when compared to existing average daily traffic (ADT) volumes of 34,740 vehicles on Katella Avenue and 34,360 vehicles on Valley View Street (Urban Crossroads).[53] Because construction-related vehicle trips would not approach the daily traffic volumes, traffic noise would not increase by 3 dBA. A noise level increase of less than 3 dBA would not be perceptible to the human ear in an outdoor environment.

Therefore, short-term, construction-related impacts associated with worker commute and equipment transport to the project site would be less than significant.

In addition to the reference maximum noise level, the usage factor provided in Table 4.13.F is utilized to calculate the hourly noise level impact for each piece of equipment based on the following equation:

$$L_{eq}(equip) = E.L. + 10\log(U.F.) - 20\log\left(\frac{D}{50}\right)$$

where: $L_{eq}(equip)$ = L_{eq} at a receiver resulting from the operation of a single piece of equipment over a specified time period

E.L. = noise emission level of the particular piece of equipment at a reference distance of 50 feet

U.F. = usage factor that accounts for the fraction of time that the equipment is in use over the specified period of time

D = distance from the receiver to the piece of equipment

[53] Urban Crossroads. 2023. *Goodman Commerce Center Traffic Analysis*. January 27.

Table 4.13.F: Typical Maximum Construction Equipment Noise Levels (L_{max})

Type of Equipment	Acoustical Usage Factor	Suggested Maximum Sound Levels for Analysis (dBA L_{max} at 50 ft)
Air Compressor	40	80
Backhoe	40	80
Cement Mixer	50	80
Concrete/Industrial Saw	20	90
Crane	16	85
Excavator	40	85
Forklift	40	85
Generator	50	82
Grader	40	85
Loader	40	80
Pile Driver	20	101
Paver	50	85
Roller	20	85
Rubber Tire Dozer	40	85
Scraper	40	85
Tractor	40	84
Truck	40	84
Welder	40	73

Source: Federal Highway Administration. *Highway Construction Noise Handbook* (2006).
dBA = A-weighted decibel(s)
ft = foot/feet
L_{max} = maximum instantaneous noise level

Each piece of construction equipment operates as an individual point source. Utilizing the following equation, a composite noise level can be calculated when multiple sources of noise operate simultaneously:

$$Leq\ (composite) = 10 * \log_{10}\left(\sum_{1}^{n} 10^{\frac{Ln}{10}}\right)$$

Once composite noise levels are calculated, reference noise levels can then be adjusted for distance using the following equation:

$$Leq\ (at\ distance\ X) = Leq\ (at\ 50\ feet) - 20 * \log_{10}\left(\frac{X}{50}\right)$$

In general, this equation shows that doubling the distance would decrease noise levels by 6 dBA, while halving the distance would increase noise levels by 6 dBA.

Using the equations from the methodology above, the reference information in Table 4.13.F, and the construction equipment list provided, the composite noise level of each construction phase was calculated. The project construction composite noise levels at a distance of 50 feet would range

from 74 dBA L_{eq} to 88 dBA L_{eq}, with the highest noise levels occurring during the site preparation and grading phases.

Based on the information in Table 4.13.F, the noise level generated by the construction phases were calculated. As shown in Appendix E, the combination of the equipment during the site preparation and grading phases, considering the usage factor of each piece of equipment, would result in a combined noise level of 69 dBA L_{eq} at a distance of 450 feet, which represents the distance from the center of construction activity at the project site to the nearest noise-sensitive uses to the north and south. These predicted noise levels would only occur when all construction equipment is operating simultaneously; and therefore, the noise levels are assumed to be rather conservative in nature. While construction-related short-term noise levels have the potential to be higher than existing ambient noise levels in the project area under existing conditions, the noise impacts would no longer occur once project construction is completed.

Compliance with the allowed construction hours in the City's Noise Ordinance would ensure that construction noise does not disturb residents during typical sleeping hours or during hours when ambient noise levels are likely to be lower (i.e., at night). In addition, the proposed project would implement several best practices for reducing construction noise, including, but not limited to, maximizing the distance between noise sources and sensitive receptors during construction activities, equipping construction equipment with properly operating and maintained noise mufflers, and establishing a noise disturbance coordinator for the proposed project. These best practices are included in Standard Condition NOI-1, provided below. Although construction noise would be higher than the ambient noise in the vicinity of the project site, it would cease to occur once project construction is completed. Additionally, with the incorporation of Standard Condition NOI-1, all feasible and reasonable measures to reduce construction noise would be implemented, and a less than significant impact would occur.

Long-Term Off-Site Traffic Noise Impacts

The Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA RD-77-108) was used to evaluate traffic-related noise conditions in the vicinity of the project site. This model requires various parameters, including traffic volumes, vehicle mix, vehicle speed, and roadway geometry to compute typical equivalent noise levels during daytime, evening, and nighttime hours. The resultant noise levels are weighted and summed over 24-hour periods to determine the Community Noise Equivalent Level (CNEL) values. The existing and existing plus project traffic volumes in the vicinity of the project site were obtained from the Traffic Analysis prepared for the proposed project (Urban Crossroads 2022). Table 4.13.G lists the existing and existing plus project traffic noise levels adjacent to roadway segments in the project site vicinity. These noise levels represent worst-case scenarios, which assume that no shielding is provided between the traffic and the location where the noise contours are drawn. The FHWA Noise Model Printouts are provided in Appendix E.

The results indicate that the increase in noise associated with project-related traffic would be very small, ranging from 0.0 to 1.0 dBA along the segments analyzed. These noise level increases are not perceptible by the human ear; therefore, off-site traffic noise impacts would be less than significant. No mitigation is required.

Table 4.13.G: Traffic Noise Levels Without and With Proposed Project

Roadway Segment	Existing Without Project		Existing With Project			Opening Year		Opening Year With Project		
	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	Increase from Existing Conditions	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	ADT	CNEL (dBA) 50 feet from Centerline of Nearest Lane	Increase from Near-Term Conditions
Katella Avenue between Douglas Drive and Valley View Street	34,740	69.6	34,750	69.6	0.0	37,570	70.0	37,580	70.0	0.0
Douglas Drive North of Katella Avenue	890	48.3	1,000	48.8	0.5	920	48.5	1,130	49.4	0.9
Plaza Drive West of McDonnell Drive	650	47.0	770	47.7	0.7	680	47.2	800	47.9	0.7
Plaza Drive between McDonnell Drive and Valley View Street	790	47.8	1,000	48.8	1.0	820	48.0	1,020	48.9	0.9
McDonnell Drive Between Katella Avenue and Plaza Drive	280	43.0	290	43.2	0.2	280	43.0	280	43.0	0.0
Valley View Street North of Katella Avenue	34,360	69.1	34,570	69.2	0.1	36,080	69.3	36,290	69.4	0.1

Source: Compiled by LSA (December 2022).
Note: Traffic noise within 50 feet of the roadway centerline should be evaluated with site-specific information.
Shaded cells indicate roadway segments adjacent to the project site.
ADT = average daily traffic
CNEL= Community Noise Equivalent Level
dBA = A-weighted decibels

Long-Term Off-Site Stationary Noise Impacts

Implementation of the proposed project would generate various on-site stationary noise sources, including heating, ventilation, and air conditioning (HVAC) and dock operations. The Cypress Municipal Code limits non-construction noise experienced at the surrounding sensitive uses to 60 dBA or less per the hourly daytime noise level standards for Noise Zone 2. The closest sensitive use for the noise analysis is the Extended Stay America Hotel located approximately 70 feet north of the project site.

Of the on-site stationary noise sources during operation of the project, noise generated by loading dock activities would generate the highest maximum noise levels. To provide a conservative analysis, it is assumed that operations would occur equally during all hours of the day and half of the 25 loading docks at each building would be active at all times.

According to the Project Description, approximately 50 percent of the project's warehouse space would be cold storage. Noise levels generated by cold storage fan units would be similar to noise readings from previously gathered reference noise level measurements, which generate a noise level of 63.2 dBA L_{eq} at 5 feet based on measurements taken by LSA (*Operational Noise Impact Analysis for Richmond Wholesale Meat Distribution Center* [LSA 2016]). Additionally, 50 percent of the loading docks have the potential to have containers with refrigeration units that would generate a noise level of 79.4 dBA L_{eq} at 15 feet based on measurements taken by LSA.

The project would have various rooftop mechanical equipment, including HVAC units on the proposed building. To be conservative, it is assumed the project could have sixteen (16) rooftop HVAC units between the proposed two buildings which would operate 24 hours per day and would generate sound power levels (SPL) of up to 76 dBA SPL or 63 dBA L_{eq} at 5 feet, based on manufacturer data (Allied Commercial 2019).

To determine the future noise impacts from project operations to the noise sensitive uses, a 3-D noise model, SoundPLAN, was used to incorporate the site topography as well as the shielding from the proposed building on-site. A graphic representation of the operational noise impacts is presented in Appendix E of this IS/MND. The results show the 60 dBA L_{eq} noise contour from operations and that the combined hourly noise level generated by the on-site stationary sources is expected to be 45.0 dBA L_{eq} at the closest sensitive uses. Additionally, the proposed project would not substantially increase noise levels over existing conditions. Therefore, this impact would be less than significant. No mitigation is required.

Standard Condition:

In addition to compliance with the construction hours specified in the Municipal Code, the following standard condition would reduce construction noise to the extent feasible and reasonable:

Standard Condition NOI-1 **Construction Noise and Vibration.** Prior to issuance of grading permits, the City of Cypress (City) Director of Community Development Department, or designee, shall verify that grading and construction plans include the following requirements:

- Ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved.
- Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained noise mufflers consistent with manufacturers' standards.
- Construction staging areas shall be located away from off-site sensitive uses during the later phases of project development.
- The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site whenever feasible.
- The construction contractor shall use on-site electrical sources to power equipment rather than diesel generators where feasible.
- A sign, legible at a distance of 50 feet, shall also be posted at the construction site. All notices and the signs shall indicate the dates and duration of construction activities, as well as provide a telephone number for the "noise disturbance coordinator."
- A "noise disturbance coordinator" shall be established. The disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures to reduce noise levels. All signs posted at the construction site shall list the telephone number for the disturbance coordinator.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Less Than Significant Impact. Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors. Vibration energy propagates from a source, through intervening soil and rock layers, to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by the occupants as the motion of building surfaces, rattling of items on shelves or hanging on walls, or as a low-frequency rumbling noise. The rumbling noise is caused by the vibrating walls, floors, and ceilings radiating sound waves. Annoyance from vibration often occurs when the vibration exceeds the

threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of ground-borne vibration are construction activities (e.g., pavement breaking and operating heavy-duty earthmoving equipment), rail activity, and occasional traffic on rough roads. In general, ground-borne vibration from standard construction practices is only a potential issue when within 25 feet of vibration-sensitive uses. Ground-borne vibration levels from construction activities very rarely reach levels that can damage structures; however, these levels are perceptible near the active construction site. With the exception of older buildings built prior to the 1950s or buildings of historic significance, potential structural damage from heavy construction activities rarely occurs. When roadways are smooth, vibration from traffic (even heavy trucks) is rarely perceptible.

The roadways surrounding the project site, including Plaza Drive, McDonnell Drive, and the existing driveways, are paved, smooth, and unlikely to cause significant ground-borne vibration. In addition, the rubber tires and suspension systems of buses and other on-road vehicles make it unusual for on-road vehicles to cause ground-borne noise or vibration problems. It is, therefore, assumed that no such vehicular vibration impacts would occur and, therefore, no vibration impact analysis of on-road vehicles is necessary.

The following vibration impact analysis discusses the level of human annoyance using vibration levels in VdB and will assess the potential for structural damages using vibration levels in PPV (in/sec) because vibration levels calculated in RMS are best for characterizing human response to building vibration, while vibration level in PPV is best used to characterize potential for damage.

Construction Vibration Impacts

Construction of the proposed project could result in the generation of ground-borne vibration. This construction vibration impact analysis discusses the level of human annoyance using vibration levels in VdB and will assess the potential for building damages using vibration levels in PPV (in/sec) because vibration levels calculated in RMS are best for characterizing human response to building vibration, while vibration level in PPV is best used to characterize potential for damage. The FTA's *Transit Noise and Vibration Impact Assessment Manual* guidelines indicate that a vibration level up to 102 VdB (an equivalent to 0.5 in/sec in PPV) is considered safe for buildings consisting of reinforced concrete, steel, or timber (no plaster), and would not result in any construction vibration damage. For a non-engineered timber and masonry building, the construction vibration damage criterion is 94 VdB (0.2 in/sec in PPV). Additionally, the FTA's *Transit Noise and Vibration Impact Assessment Manual* guidelines indicate that vibration levels in excess of 90 VdB have the potential to cause annoyance in a workshop use, similar to an industrial building.

Table 4.13.H shows the PPV and VdB values at 25 feet from a construction vibration source. As shown in Table 4.13.H, bulldozers and other heavy-tracked construction equipment (except for pile drivers and vibratory rollers) generate approximately 87 VdB of ground-borne vibration when measured at 25 feet, based on the FTA's *Transit Noise and Vibration Impact Assessment Manual.* At this level, ground-borne vibration would result in potential annoyance to residents and workers but would not cause any damage to the buildings. Construction vibration, similar to vibration from other

Table 4.13.H: Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/L_V at 25 feet	
	PPV (in/sec)	L_V (VdB)[1]
Pile Driver (Impact), Typical	0.644	104
Pile Driver (Sonic), Typical	0.170	93
Vibratory Roller	0.210	94
Hoe Ram	0.089	87
Large Bulldozer	0.089	87
Caisson Drilling	0.089	87
Loaded Trucks	0.076	86
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Sources: *Transit Noise and Vibration Impact Assessment* (FTA 2018).
[1]RMS vibration velocity in decibels (VdB) is 1 µin/sec.
µin/sec = micro-inches per second
FTA = Federal Transit Administration
in/sec = inches per second
L_V = velocity in decibels
PPV = peak particle velocity
RMS = root-mean-square
VdB = vibration velocity decibels

sources, would not have any significant effects on outdoor activities (e.g., those outside of residences and commercial/office buildings in the project vicinity). Outdoor site preparation for the proposed project is expected to include the use of bulldozers and loaded trucks. The greatest levels of vibration are anticipated to occur during the site preparation phase. All other phases are expected to result in lower vibration levels.

The distance to the nearest buildings for the vibration impact analysis is measured between the nearest off-site buildings and the project site boundary (assuming the construction equipment would be used at or near the project site boundary) because vibration impacts occur normally within the buildings. The formula for vibration transmission is provided below.

$$L_vdB\ (D) = L_vdB\ (25\ feet) - 30\ Log\ (D/25)$$
$$PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$$

For typical construction activity, the equipment with the highest vibration generation potential is the large bulldozer, which would generate 87 VdB at 25 feet. The closest surrounding buildings to the project site include an existing industrial building located approximately 45 feet north of the project site. The industrial building would experience vibration levels of up to 79 VdB (0.037 PPV [in/sec]). This vibration level at the nearest building from construction equipment would not exceed the FTA threshold of 94 VdB (0.2 in/sec PPV) for building damage. Additionally, construction vibration levels at the nearest buildings would be below the 90 VdB threshold of potential annoyance, and these vibration levels would no longer occur once construction of the project is completed. Although construction vibration levels at the nearest buildings would have the potential to result in annoyance, these vibration levels would no longer occur once construction of the project is completed. Therefore, ground-borne vibration impacts from construction activities associated with the proposed project would be considered less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Less Than Significant Impact. The closest airport to the project site is JFTB Los Alamitos, which is located approximately 0.25 mile to the south. The noise contour boundaries of JFTB show that the majority of the project site is located in Noise Impact Zone 2 (60 dB CNEL or greater, less than 65 dB CNEL), while the southeast corner of the site is within Noise Impact Zone 1 (65 dB CNEL and above). Commercial and industrial uses are listed as conditionally consistent for areas with noise levels exceeding 65 dB CNEL, provided that structures are sufficiently sound attenuated to allow normal work activities to be conducted. Pursuant to Section 5.507 of the California Green Building Standards Code, the wall and roof-ceiling assemblies would be required to meet a composite Sound Transmission Class (STC) rating of at least 50 (or a composite Outdoor-Indoor Sound Transmission Class (OITC) rating of no less than 40), and exterior windows would be required to meet a minimum STC of 40 (or OITC of 30) because the project site is located within the 65 dB noise contour of an airport.[54] Therefore, because the proposed project would be required to sufficiently attenuate noise to normal levels, this impact would be less than significant. No mitigation is required.

[54] California Building Standards Commission. 2022. California Green Building Standards Code, California Code of Regulations, Title 24, Part 11. July.

4.14 POPULATION AND HOUSING

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact Analysis

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less Than Significant Impact. The proposed project would include the demolition of the existing building on the project site and the construction of two new warehouse buildings that would total approximately 390,268 square feet in size, as well as associated site improvements including landscaping, surface parking, and utility improvements. The proposed project would not cause or result in direct population growth because the proposed project would not provide or remove housing on the project site. The proposed warehouses are anticipated to provide employment for up to 190 people at full capacity.

As of August 2022, the City of Cypress (City) had a labor force of 24,900, and the County of Orange (County) had a labor force of 1,595,100, with approximately 800 and 44,300 people unemployed, respectively.[55] The November 2022 unemployment rate was 2.9 percent for the City and 3.0 percent for the County.[56] It is unlikely that a substantial number of employees would need to be relocated from outside the region to meet the need for employees resulting from implementation of the proposed project. Furthermore, the proposed project would be located within a developed area of Cypress that is already served by all utilities. The existing regional infrastructure and the established roadway network would be utilized by employees accessing the proposed project site and would not indirectly or directly induce population growth.

Operation of the proposed project would not induce substantial population growth or accelerate development in an underdeveloped area, and any impacts to population growth would be less than significant. No mitigation is required.

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55 State of California Employment Development Department (EDD). 2023. *Monthly Labor Force Data for Cities and Census Designated Places, November 2022.* Website: https://www.labormarketinfo.edd.ca.gov/data/labor-force-and-unemployment-for-cities-and-census-areas.html (accessed January 16, 2023).

56 Ibid.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. As previously stated, the project proposes to demolish the existing building on the project site and construct two new warehouse buildings that would total approximately 390,268 square feet in size, as well as associated site improvements including landscaping, surface parking, and utility improvements. There are no existing housing units or people living on the project site. Therefore, the project would not displace housing or persons, nor require or necessitate the development of replacement housing elsewhere. No mitigation would be required.

4.15 PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i. Fire protection?	☐	☐	☒	☐
ii. Police protection?	☐	☐	☒	☐
iii. Schools?	☐	☐	☒	☐
iv. Parks?	☐	☐	☒	☐
v. Other public facilities?	☐	☐	☒	☐

Impact Analysis

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for *fire protection*?

Less Than Significant Impact. The Orange County Fire Authority (OCFA) is a Joint Powers Authority that serves the City of Cypress (City) and is responsible for reducing the loss of lives and property from fire, medical, and environmental emergencies. The OCFA is a regional fire service agency that provides fire suppression, emergency medical services, hazardous materials response, wildland firefighting, technical rescue, and airport rescue firefighting services, and a variety of other public services to its service area of 1,891,414 residents that includes 23 cities in Orange County (County) and all unincorporated areas in the County. Currently, OCFA has a total of 77 stations located throughout Orange County.[57]

The City of Cypress is located within Operations Division 7, which also serves the cities of Buena Park, La Palma, and Stanton along with portions of several unincorporated communities.[58] As a regional fire agency, OCFA engages in service agreements with other local and regional fire agencies.

The nearest station to the project site is OCFA Fire Station No. 17, located at 4991 Cerritos Avenue in Cypress, which is approximately 5,000 feet/one mile northwest of the project site and would be

[57] Orange County Fire Authority (OCFA). 2021. Fiscal Year 2019–2020 Adopted Budget. Page 11. Website: OCFA 2021-2022 Adopted Budget.pdf (accessed September 13, 2022).

[58] OCFA. 2020. Operations Division 7. Website: OCFA - Orange County Fire Authority (accessed September 13, 2022).

designated as the "first-in" station that would be the first to serve the project in the event of an emergency. Fire Station No. 17 is staffed by two fire captains, two fire apparatus engineers, with a total of 24 staffed firefighters and is equipped with a medic engine, truck engine, and paramedic engine. Fire Station No. 17 was substantially rebuilt and expanded in 2012 with added capacity to accommodate the existing and future fire protection and paramedic needs in the service area. In 2020, the City of Cypress generated 3,099 calls for service.[59]

"Second call" stations are fire stations that support the "first-in" station. Fire Station Nos. 13 and 63 would be designated as the "second call" stations to support Fire Station No. 17. Fire Station No. 13, located at 7822 Walker Street in La Palma, is approximately 3 miles north of the project site and is staffed by 1 fire captain, 1 engineer, and 2 firefighters. Fire Station No. 63, located at 9120 Holder Street in Buena Park, is approximately 2 miles northeast of the project site and is staffed by 1 captain, 1 apparatus engineer, and 2 firefighters. Fire Station No. 63 is equipped with a paramedic engine.

According to the City's General Plan Safety Element (2001), it is the OCFA's goal to have the first responding company for a fire call to reach the emergency scene within 8 minutes and paramedics to reach the scene within 5 minutes, at least 90 percent of the time. In Fiscal Year 2021–2022, OCFA responded to emergency calls within 6 minutes and 29 seconds 90 percent of the time across all service area calls.[60] Although OCFA's ratio of firefighters per 10,000 residents increased slightly in the last two fiscal years from 5.86 to 5.94 firefighters for every 10,000 residents, during the past 10-year time frame emergency call load has increased by 89 percent, due in part to the City of Santa Ana joining the OCFA in April of 2012 and the City of Garden Grove joining in August 2019.[61] As a non-residential project, the proposed project would not be expected to result in an excessive increase in calls for service. In addition, as discussed in Section 4.17, Transportation, the proposed project would not result in inadequate emergency access.

Further, the City's Safety Element states that separation and setback requirements, adopted in the City's Municipal Code, assist in minimizing the risk of urban fire spread. The proposed project would be consistent with the City's setback requirements. In addition, as discussed in further detail in Section 4.20, Wildfire, the project site is not located within a Very High Fire Hazard Severity Zone (VHFHSZ).

The proposed project would adhere to the development standards described in the City's Municipal Code related to public safety. The proposed project would also be designed to comply with all OCFA requirements, including providing adequate fire flow/structure protection to the project site and providing adequate access for emergency vehicles. Additionally, the proposed project would comply with current editions of the California Building Code, California Fire Code, and related codes.

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59 OCFA. Station Statistics. Website: https://ocfa.org/AboutUs/Departments/OperationsDirectory/ Division7.aspx (accessed September 13, 2022).

60 OCFA. Fiscal Year 2021/2022 Adopted Budget. Website: https://www.ocfa.org/Uploads/Transparency/OCFA%202022-2023%20Adopted%20Budget.pdf (accessed January 16, 2023).

61 Ibid.

As stated in Section 4.14, Population and Housing, the proposed project would not induce substantial population growth in the City and therefore would be able to be served by Fire Station No. 17. The OCFA would review and comment on the site plan prior to approval. As part of the review, the OCFA would impose standard conditions of approval, which would ensure all impacts regarding fire protection would be less than significant. Therefore, the proposed project would not require the construction of new fire protection facilities or the upgrade of existing facilities, which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection. Therefore, impacts associated with fire protection services would be less than significant, and no mitigation is required.

b) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for *police protection*?

Less Than Significant Impact. The Cypress Police Department (CPD) provides police protection services throughout the City. The CPD has one station located within the Cypress Civic Center at 5275 Orange Avenue, approximately 1.5 mile north of the project site. Management and supervision of the CPD is provided by 1 chief, 3 commanders, 1 civilian manager, 10 sergeants, and 1 civilian supervisor. Of the CPD's 55 sworn personnel, 41 are dedicated to the delivery of patrol services. In addition to the 55 officers, the department is supported by 23 civilian employees and numerous volunteers.[62] The officer-to-resident ratio in 2019 was 1 CPD officer per 1,000 residents.

The services provided by CPD include a detective bureau, canine teams, narcotics team, vice and intelligence, motorcycle officers, Personnel & Training, Positive Actions thru Character Education (P.A.C.E.) program, S.W.A.T. and a Lead Patrol Officer program. In addition, the CPD has established Community Policing, or Cypress Policing, as the philosophy for providing public safety services.

Police dispatch services for the City of Cypress are provided by the West Cities Police Communications Center, also known as West-Comm. West-Comm is a consolidated police dispatch center, formed by a Joint Powers Authority between the cities of Cypress, Los Alamitos and Seal Beach. Located at the Seal Beach Police Department, West-Comm serves a combined population of approximately 90,000 and handles approximately 100,000 calls for service each year. In 2020, the CPD responded to 24,929 calls for service, including 12,215 emergency calls and 12,714 officer-initiated calls.[63] This volume of calls for 2020 represents an overall 23 percent decrease in calls for service throughout the City compared to 2019.

As discussed in Response 4.13(a) in Section 4.13, Population and Housing, the proposed project would not increase the City's population, as it proposes a non-residential development. Therefore,

62 City of Cypress. Cypress Police Department Overview. Website: https://www.cypressca.org/government/departments/police/inside-cypress-pd/the-community-we-serve#overview (accessed January 2023).

63 City of Cypress. Cypress Police Department. 10-Year Calls for Service Trend. 2020. Website: https://www.cypressca.org/home/showdocument?id=10173 (January 2023).

the project would have no impact on the CPD's ratio of police officers per 1,000 residents and would not trigger the need for new or physically altered police facilities.

Impacts to police services would be less than significant, and no mitigation is required.

c) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for *schools*?

Less Than Significant Impact. The provision of education and school facilities in the City is the responsibility of the Cypress School District (CSD), which serves the City's kindergarten through sixth-grade students, and the Anaheim Union High School District (AUHSD), which serves the City's junior high and high school students (grades 7 through 12).

The proposed project would include the demolition of the existing building on the project site and the construction of two new warehouse buildings, as well as associated site improvements including landscaping, surface parking, and utility improvements. The proposed project would not cause or result in direct population growth because the proposed project would not provide or remove housing on the project site.

Pursuant to California Education Code Section 17620(a)(1), the governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district for the purpose of funding the construction or reconstruction of school facilities. As a commercial warehouse project, the proposed project would not add any students because it does not include any new housing. Nevertheless, the Applicant would be required to pay school fees to reduce any impacts of new residential development on school services as provided in Section 65995 of the California Government Code (refer to Regulatory Compliance Measure PS-1, below). The fees are collected by the AUHSD and shared equally with CSD.

Pursuant to the provisions of Government Code Section 65996, a project's impact on school facilities is fully mitigated through payment of the requisite school facility development fees current at the time a building permit is issued. Therefore, with payment of the required fees, as outlined in Regulatory Compliance Measure PS-1, potential impacts to school services and facilities associated with implementation of the proposed project would be less than significant. No mitigation is required.

Regulatory Compliance Measure:

Regulatory Compliance Measure PS-1 **Payment of School Fees.** Prior to issuance of any building permits, the Applicant shall provide proof to the City of Cypress Building Official, or designee, that payment of school fees to the Anaheim Union High

School District has been made in compliance with Section 65995 of the California Government Code.

d) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for *parks*?

Less Than Significant Impact. Please refer to Section 4.16, Recreation, of this IS/MND for a detailed discussion related to the proposed project's potential impacts to parks and recreational facilities. As discussed previously in Section 4.14, Population and Housing, the proposed project would not directly generate new residents to the City's population, as it is a non-residential development. The project does not propose any residential uses and, therefore, would not increase the population or demand related to parks. Although the project is anticipated to increase employment by 190 jobs, the number of employees is minor compared to the amount of parks and recreational space within the City. While it is possible that employees may visit parks and recreational facilities in the City during lunch breaks or after-work hours, it is unlikely that the use of parks by project employees would increase the use of those parks to a level that would contribute to substantial physical deterioration of those facilities. Impacts to parks and recreation facilities would be less than significant, and no mitigation is required.

e) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for *other public facilities*?

Less Than Significant Impact. The Cypress Senior Center, which provides a variety of services for senior residents, is located at 9031 Grindlay Street, approximately 1.8 mile north of the project site. The Cypress Community Center, which provides regular classes and programming for local residents, is located at 5700 Orange Avenue, approximately 1.2 miles north of the project site. The proposed project would not generate population growth as it is a non-residential development and would not generate an increased demand the use of these public facilities. Therefore, it is reasonable to assume that the proposed project would not result in adverse physical impacts to these facilities. Impacts to other public facilities would be less than significant, and no mitigation is required.

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4.16 RECREATION

		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Impact Analysis

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less Than Significant Impact. There are currently a total of 20 developed public parks within the City of Cypress (City), which range in size from the approximately 0.17-acre Laurel Park to the 22-acre Oak Knoll Park.[64] According to the Conservation/Open Space/Recreation Element of the City's General Plan (2001), the City had a total of approximately 82 acres of parks and recreational facilities. Subsequently, the City added 2.9 acres of park space at the former Mackay School site, which increased its park space to 84.9 acres.[65] The City recently completed a new 9-acre sports park at the southeastern corner of Lexington Drive and Cerritos Avenue, which opened in March 2022.[66]

Section 25-43 of the City's Municipal Code establishes a standard of 3.0 acres of land per 1,000 residents for park and recreational purposes, and an additional 1.5 acres of land per 1,000 residents for such purposes that are made available at K–12 schools through a cooperative arrangement between the City and local school districts and local park and recreation districts. This results in a total of 4.5 acres of land per 1,000 residents. The nearest park to the project site is Maple Grove Park, located at 6221 Orangewood Avenue, approximately 0.7 mile south of the project site.

The project does not propose any residential uses and, therefore, would not increase the population or demand related to parks. Although the project is anticipated to increase employment by 190 jobs, the number of employees is minor compared to the amount of parks and recreational space within the City. While it is possible that employees may visit parks and recreational facilities in the City during lunch breaks or after-work hours, it is unlikely that the use of parks by project employees

64 City of Cypress. 2022a. Facility and Park Locations. Website: https://www.cypressca.org/activities/facility-park-locations (accessed September 1, 2022).

65 City of Cypress 2020b. Facility & Park Locations: Mackay Park Webpage. Website: https://www.cypressca.org/Home/Components/FacilityDirectory/FacilityDirectory/66/240 (accessed September 13, 2022).

66 City of Cypress. 2022. *The Progress*. April.

would increase the use of those parks to a level that would contribute to substantial physical deterioration of those facilities. Therefore, the impact would be less than significant, and no mitigation would be required.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less than Significant Impact. In its existing condition, the project site consists of approximately 18.69 acres of land currently developed with a two-story office/warehouse building and associated asphalt parking lot. The proposed project includes the demolition of the existing structure, and development of two new warehouse buildings. The project would not include recreational facilities nor develop residential uses that would require the construction or expansion of recreational facilities that might have an adverse effect on the environment. Therefore, impacts to recreation requirements would be less than significant.

4.17 TRANSPORTATION

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines §15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☒	☐	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Discussion

The following section describes the potential transportation impacts related to the proposed project based on the *Goodman Commerce Center Traffic Analysis* prepared by Urban Crossroads, dated January 27, 2023 (Appendix F of this IS/MND) and the Vehicle Miles Traveled (VMT) Analysis, prepared by LSA Associates, Inc., dated October 18, 2022 (Appendix G of this IS/MND).

Regulatory Setting

The following is a summary of State, regional, and local regulations that apply to transportation and circulation within the project study area.

State

Senate Bill 743. On September 27, 2013, Governor Jerry Brown signed Senate Bill (SB) 743 into law and codified a process that revises the approach to determining transportation impacts and mitigation measures under CEQA. SB 743 directed the Governor's Office of Planning and Research (OPR) to administer new CEQA guidance for jurisdictions by replacing the focus on automobile vehicle delay and level of service (LOS) or other similar measures of vehicular capacity or traffic congestion in the transportation impact analysis with vehicle miles traveled (VMT). This change shifts the focus of the transportation impact analysis from measuring impacts to drivers, such as the amount of delay and LOS at an intersection, to measuring the impact of driving on the local, regional, and statewide circulation system and the environment. This shift in focus is expected to better align the transportation impact analysis with the statewide goals related to reducing greenhouse gas (GHG) emissions, encouraging infill development, and promoting public health through active transportation. As a result of SB 743, the California Office of Administrative Law cleared the revised *State CEQA Guidelines* for use on December 28, 2018, with a statewide implementation date of July 1, 2020. The OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* (OPR Technical Advisory) (2018) provides a resource for agencies to use at their discretion.

Regional

Orange County Transportation Authority. The Orange County Transportation Authority (OCTA) is an agency that serves as transportation planner and coordinator, designer, builder, and operator for the 34 cities and unincorporated areas of Orange County. As a State-designated regional transportation planning agency for the County of Orange (County), OCTA is tasked with the development, conformance monitoring, and biennial updating of Orange County's Congestion Management Program. OCTA is responsible for the funding of transportation projects, including highway, transit, local road, bicycle, pedestrian, and trail projects.

Local

The City of Cypress does not have formal Traffic Impact Analysis (TIA) guidelines. However, based on discussion with the City Traffic Engineer, a Traffic Impact Analysis is generally required if a project generates 50 or more net new vehicle trips in the a.m. or p.m. peak hour, including an analysis for any intersection where a project adds 25 or more net new peak-hour trips.

Impact Analysis

a) Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Less Than Significant Impact. In order to assess the impact of the proposed project on the surrounding circulation system, Urban Crossroads calculated the project-related trips using trip rates from the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition (2021) for the existing warehouse (Land Use Code 150) and general office (Land Use Code 710), and for the proposed high-cube transload and short-term warehouse use (Land Use Code 154) and high-cube cold-storage warehouse use (Land Use Code 157). Table 4.17.A, below, presents the trip generation comparison between the existing and proposed use.

As Table 4.17.A shows, the proposed project is anticipated to generate 930 fewer two-way trips per day with a net reduction of 167 a.m. peak hour trips and net reduction of 168 p.m. peak hour trips (in passenger car equivalents [PCE]).

Table 4.17.A: Proposed Project Trip Generation Comparison

Land Use	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Proposed Project Trip Generation							
Passenger Cars	498	25	3	28	8	27	35
Total Truck Trips (PCE)	458	10	15	25	9	10	9
Total Trips (PCE)	**956**	**35**	**18**	**53**	**17**	**37**	**54**
Fully Occupied Existing Trip Generation							
Passenger Cars	1,230	148	23	171	31	134	165
Total Truck Trips (PCE)	656	37	12	49	18	39	57
Total Trips (PCE)	**1,886**	**185**	**35**	**220**	**49**	**173**	**222**
Net Trips (Proposed Project - Existing)	**-930**	**-150**	**-17**	**-167**	**-32**	**-136**	**-168**

[1] Trip rates from the Institute of Transportation Engineers' (ITE) *Trip Generation* Manual, 11th Edition (2021).

Since the proposed project is likely to generate fewer than 50 net new peak-hour trips and fewer than 25 net new peak-hour trips at any single intersection, the implementation of the proposed project is not anticipated to result in any operational or LOS deficiencies; therefore, no further study is necessary.

The City's General Plan provides goals and policies to implement a balanced, functional, and efficient circulation system, and incorporate alternative modes of travel which allows for the safe movement of people and goods. General Plan policies CIR-2.5 and CIR-2.8 encourage the development of adequate sidewalks, particularly to provide connections to surrounding alternative modes of transportation. The project site does not currently provide sidewalks along Plaza Drive, and therefore does not have a pedestrian connection to nearby transit. However, the proposed project would be required to include the installation of sidewalks along Plaza Drive as a condition of approval. Therefore, with implementation of this condition, the proposed project would promote the use of alternative transportation in the area and would not conflict with circulation policies in the General Plan. Impacts would be less than significant, and no mitigation is required.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less Than Significant Impact. The City requires that all CEQA-related VMT studies be conducted consistent with the State of California Governor's OPR Technical Advisory, and that screening criteria and impact thresholds are determined on a case-by-case basis in accordance with Caltrans' February 2020 VMT-Focused Transportation Impact Study Guide (TISG).

California Public Resources Code (PRC) Section 15064.3(b)(4) states (in part) that:

> "A lead agency has discretion to choose the most appropriate methodology to evaluate a project's vehicle miles traveled, including whether to express the change in absolute terms, per capita, per household, or in any other measure."

Additionally, the OPR Technical Advisory recommends VMT screening thresholds for smaller projects. The footnote on page 12 of the OPR Technical Advisory states the following:

> "Screening Threshold for Small Projects
>
> Many local agencies have developed screening thresholds to indicate when detailed analysis is needed. Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact."

The OPR Technical Advisory recommends that a project generating 110 average daily trips (ADT) or less be screened out of a VMT analysis due to the presumption of a less than significant impact. This recommendation is not based on any analysis of GHG reduction but is instead based on the potential trip generation of a project that would be categorically exempt under CEQA.

As mentioned before, the proposed project includes the demolition of 336,653 square feet of warehouse/office space and the construction of two new two-story warehouse/office buildings that would be approximately 204,910 square feet (Building 1) and 185,360 square feet (Building 2) in size. Each building would contain approximately 10,000 square feet of office space. The proposed project may qualify for one of the screening criteria, including the screening threshold for small projects described above. However, in order to present a more conservative analysis, a detailed VMT analysis was prepared.

The Orange County Transportation Analysis Model (OCTAM) was used to determine the VMT impact of the proposed project. OCTAM is a socioeconomic data-based model, hence project land uses were converted into model employment using land use-to-employment conversion factors. The ITE *Trip Generation Manual*, 11th Edition, was used to develop the conversion factors. The ITE *Trip Generation Manual* includes trip rates for different types of land uses by multiple unit types that were used to develop land use-to-employee conversion factors (i.e., employees per thousand square feet). The socioeconomic data (i.e., total number of jobs) for the proposed project were added to the project transportation analysis zone (TAZ) for the model run.

A baseline model run was conducted using the adjusted socioeconomic data for the project and project location TAZs. No circulation/network modifications were identified for inclusion in the model network. The outputs from this updated model run were used to calculate the VMT per employee for the project.

VMT per employee is used to evaluate the proposed project's land use (warehouse/office). The proposed project would constitute a significant impact if the project VMT per employee metric is greater than 85 percent of the regional existing VMT metric. Hence the proposed project would constitute a significant impact if the project's VMT per employee is greater than 85 percent of the Orange County VMT per employee (threshold). As shown in Table 4.17.B, the project's VMT per employee would be lower than the Orange County regional threshold; therefore, the proposed project would have a less than significant impact related to VMT, and no mitigation measures would be required.

Table 4.17.B: Baseline Project and Regional VMT Per Employee Comparison

Baseline	Goodman Commerce Center	Entire Orange County[1]	Threshold[2]	% Difference	Significant Impact
VMT per employee	20.1	24.1	20.5	-2%	No

Source: Compiled by LSA (2022).

[1] Obtained from the *Final Draft Guidelines For Evaluating Vehicle Miles Traveled Under CEQA for the County of Orange*, September 17, 2020.

[2] 85% of the regional average (24.1*0.85=20.5) baseline. Base year of the OCTAM model is 2016.

OCTAM = Orange County Transportation Analysis Model

VMT = vehicle miles traveled

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less Than Significant with Mitigation Incorporated. Vehicular traffic to and from the project site would utilize the existing network of regional and local roadways that serve the project area. Access to the project site would be provided via four existing driveways along Plaza Drive. The design of the proposed project, including the internal roadways, ingress, egress, and other streetscape changes, would be subject to review by the City's Department of Public Works. The proposed project would include the installation of a full access (no turn restriction) stop control on the southbound approach (i.e., for traffic exiting the project site) for each driveway along Plaza Drive.

It is anticipated that Driveway #2 (the second driveway from the east) would be utilized by heavy trucks to access the project site. Driveway #2 is anticipated to be able to accommodate the ingress and egress of heavy trucks as currently designed. However, without proper signage, heavy trucks may access the project site using alternate driveways that either would not be capable of accommodating them or would allow them to access areas of the project site that lack sufficient space to execute turning maneuvers. Implementation of Mitigation Measure TRA-1, described below, would require the installation of on-site traffic signing and striping. With implementation of Mitigation Measure TRA-1, the proposed project would have a less than significant impact related to transportation hazards.

Mitigation Measure:

Mitigation Measure TRA-1 **Truck Signage and Striping Plan.** The Applicant shall submit a Signage and Striping Plan, consistent with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), that directs heavy trucks to the most appropriate access points. The City of Cypress City Engineer, or their designee, shall review and approve the Signage and Striping Plan and confirm it has been incorporated into the project plans prior to the issuance of a building permit.

d) Would the project result in inadequate emergency access?

Less Than Significant Impact. As described above, vehicular access to the project site would be provided via four existing full-access driveways on Plaza Drive. Plaza Drive would allow for adequate emergency access. All emergency access routes to the proposed project and adjacent areas would be kept cleared and unobstructed during demolition and construction of the proposed project. No roadway closures or lane closures are anticipated as part of project construction. Therefore, the proposed project's effects on emergency access would be less than significant, and no mitigation is required.

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4.18 TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)? Or	☐	☐	☐	☒
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

No Impact. As previously discussed in Section 4.5, Cultural Resources, the project site does not contain any known historical resources. In addition, a Sacred Lands File search for the site was requested of the Native American Heritage Commission (NAHC) and no resources were noted in the database based on NAHC correspondence, dated September 6, 2022.

Native American consultations were conducted in compliance with Assembly Bill (AB) 52. Native American representatives were contacted by the City to determine their desire to consult on the proposed project. During that process, the Gabrieleño Band of Mission Indians – Kizh Nation (Kizh Nation) stated that the project site is within their tribal territory and requested consultation with the City. The Kizh Nation was provided with a summary of the project and its location. No

information regarding specific known tribal cultural resources on the project site was provided by the Kizh Nation. Therefore, no tribal cultural resources listed or eligible for listing in the California Register of Historical Resources (California Register) or in a local register exist within the project area, and there are no known tribal cultural resources on the project site. The proposed project would not cause a substantial adverse change in the significance of a tribal cultural resource defined as a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is listed or eligible for listing in the California Register or in a local register of historical resources as defined in PRC Section 5020.1(k), and no mitigation is required.

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant with Mitigation Incorporated. Effective July 1, 2015, AB 52 requires meaningful consultation with California Native American Tribes on potential impacts to Tribal Cultural Resources, as defined in Public Resources Code (PRC) Section 21074. A tribe must submit a written request to the relevant lead agency if it wishes to be notified of proposed projects in its traditionally and culturally affiliated area. The lead agency must provide written formal notification to the tribes that have requested it within 14 days of determining that a project application is complete or of deciding to undertake a project. The tribe must respond to the lead agency within 30 days of receipt of the notification if it wishes to engage in consultation on the project, and the lead agency must begin the consultation process within 30 days of receiving the request for consultation. Consultation concludes when either (1) the parties agree to mitigation measures to avoid a significant effect, if one exists, on a tribal cultural resource, or (2) a party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached. AB 52 also addresses confidentiality during tribal consultation per PRC Section 21082.3(c).

Correspondence to the tribes recommended by NAHC was transmitted on January 18, 2023 (provided in Appendix H of this IS/MND). The City of Cypress (City) currently maintains a list of tribal councils based on a list of councils and corresponding Native American representatives that have requested to be notified of proposed projects in their respective areas of traditional and cultural affiliation. All tribal contacts on this list were sent a letter from the City on January 18, 2023, for the purposes of AB 52 consultation. Only one response was received in response to the City's AB 52 letters. The Gabrieleño Band of Mission Indians – Kizh Nation called City staff to express an interest in meeting to discuss the proposed project. The Kizh Nation sent the City proposed mitigation measures for tribal cultural resources, which the City accepted with no modifications or revisions.

As discussed previously in Response 4.5(a), the project site does not contain any "historical resources" as defined by CEQA. Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5 of the *State CEQA Guidelines* or PRC 5020.1(k).

As discussed in Response 4.5(b), the project site is not likely to contain any prehistoric site or archaeological resources based on archival research and field surveys conducted for the project site. There is little potential for the proposed project to impact prehistoric resources due to significant prior disturbance from past grading and development activities on the project site and in the surrounding area. However, Mitigation Measure CUL-1 has been included to mitigate potentially significant impacts associated with the unlikely discovery of archaeological resources on the project site. Therefore, implementation of Mitigation Measure CUL-1 would reduce potentially significant impacts to unknown archaeological resources to a less than significant level.

As discussed in Response 4.5(c), the project site is not likely to contain any human remains due to the fact that soils on the site have been previously disturbed associated with prior disturbance from past grading and development activities on the project site and surrounding area. However, Regulatory Compliance Measure CUL-1 has been included to mitigate potentially significant impacts associated with the unlikely discovery of human remains, including those determined to be of Native American descent, on the project site. The recommendations of the Kizh Nation have been incorporated into this mitigation measure to further minimize potential impacts to human remains. Therefore, implementation of Regulatory Compliance Measure CUL-1 would reduce potentially significant impacts to unknown human remains to a less than significant level.

As noted above, the Kizh Nation provided mitigation measures to address potential impacts related to tribal cultural resources. Implementation of Mitigation Measures TCR-1 through TCR-3, which incorporate the recommendations of the Kizh Nation, would reduce any potential impacts to previously undiscovered tribal cultural resources to a less than significant level. Therefore, on this basis and as a result of the City's consultation with the Gabrieleño Band of Mission Indians – Kizh Nation or any other interested local Native American tribe, the City has concluded that, with implementation of Mitigation Measures TCR-1 through TCR-3, potential impacts related to unknown buried tribal cultural resources would also be reduced below a level of significance.

Mitigation Measure:

Mitigation Measure TCR-1 **Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.** The project Applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the Project Description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any

ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCRs"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project Applicant/lead agency upon written request to the Tribe.

On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project Applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project Applicant/lead agency that no future, planned construction activity and/or development/ construction phase at the project site possesses the potential to impact Kizh TCRs.

Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historic purposes.

Mitigation Measure TCR-2 **Unanticipated Discovery of Human Remains and Associated Funerary Objects.** Native American human remains are defined in Public Resources Code (PRC) 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC Section 5097.98, are also to be treated according to this statute.

If Native American human remains and/or grave goods are discovered or recognized on the project site, then all construction

activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the Coroner has determined the nature of the remains. If the Coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission (NAHC), and PRC Section 5097.98 shall be followed.

Human remains and grave/burial goods shall be treated alike per California PRC Section 5097.98(d)(1) and (2).

Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) 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.

Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Mitigation Measure TCR-3 **Procedures for Burials and Funerary Remains.** As the Most Likely Descendant (“MLD”), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term “human remains” encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate treatment plan shall be created.

The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed.

In the event preservation in place is not possible despite good faith efforts by the project Applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data

recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

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4.19 UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Discussion

This section describes the utility providers within whose jurisdiction the project site is located and evaluates the potential impacts of the proposed project on utilities and service systems. This section addresses the following utilities and service systems (service providers are noted in parentheses).

- Electricity (Southern California Edison [SCE])
- Natural Gas (Southern California Gas Company [SoCalGas])
- Solid Waste (Valley Vista Services; Orange County Waste and Recycling [OCWR])
- Wastewater (City of Cypress; Orange County Sanitation District [OC SAN])
- Potable Domestic Water (Golden State Water Company [GSWC])
- Storm Drainage (City of Cypress; Orange County Flood Control District [OCFCD])

Impact Analysis

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less Than Significant Impact.

Water. The Golden State Water Company (GSWC) would provide water services to the project site and would connect the proposed project to the existing water main within Plaza Drive. GSWC provides domestic water service to the project site through its West Orange System. GSWC's West Orange System service area includes Cypress, Los Alamitos, and Stanton. Additionally, small portions of Buena Park, Garden Grove, La Palma, Seal Beach, and the unincorporated community of Rossmoor are included in the West Orange System. There are approximately 27,200 customers within GSWC's West Orange System service area.[67]

The 2020 West Orange Urban Water Management Plan (UWMP) demonstrates that GSWC has adequate domestic water supply for future water demands through 2045. GSWC obtains its water supply for the West Orange System from two primary sources: imported groundwater and GSWC-operated groundwater wells. Imported water is purchased from the Municipal Water District of Orange County (MWDOC). MWDOC is largely a pass-through provider of imported water, obtaining its water supply from the Metropolitan Water District of Southern California (MWD). According to the UWMP, MWD intends to provide 100-percent supply reliability to MWDOC, which in turn provides 100-percent supply reliability to the West Orange System. Groundwater is extracted from 17 active, GSWC-owned wells in the Orange County Groundwater Basin. The UWMP includes a water supply and demand assessment that demonstrates that adequate water supply, including both imported groundwater and groundwater from GSWC-owned wells, will be available to GSWC through 2045.

The West Orange system receives recycled water supplies from the City of Cerritos through its agreement with the County Sanitation District No. 2 of Los Angeles. As such, the West Orange system has a reliable recycled water supply. It is anticipated that approximately 250 acre-feet per year (afy) of recycled water would be available to the West Orange system through 2045.

According to the 2020 UWMP, the total projected water demand for customers served by GSWC is approximately 14,137 afy in 2025; the projected water demand increases every 5-year period, totaling 15,759 afy by 2045. GSWC's planned water supplies for 2025 total 21,940 afy, increasing to 23,645 afy in 2045.

Short-term demand for water may occur during excavation, grading, and construction activities on site. Construction activities would require water primarily for dust mitigation purposes. Water from the existing potable water lines in the vicinity of the project site would be used. Overall, short-term construction activities would require minimal water and are not expected to have any adverse impacts on the existing water system or available water supplies. The proposed project would not require the construction of new or expanded water conveyance, treatment, or collection facilities with respect to construction activities. Therefore, the impacts on water facilities during construction would be less than significant, and no mitigation is required**.**

According to water demand factors included in the California Emissions Estimator Model (CalEEMod) emissions model, the proposed project is estimated to demand 247,253 gallons per day

[67] Golden State Water Company (GSWC). 2021b. Los Alamitos Customer Service Area. Website: http://www.gswater.com/los-alamitos/ (accessed January 2023).

(gpd) or 277.14 afy of potable water. The existing uses are estimated to demand approximately 95,978 gpd, or 107 afy of potable water. Therefore, the estimated net increase in water demand would be approximately 151,275 gpd, or 168 afy. Therefore, increased water demand associated with new development proposed as part of the project would represent approximately 1.1 percent of the West Orange System's current annual water demand, based on the system's projected demand of 14,137 afy in 2020. The project-generated increase in water demand would fall within GSWC's existing capacity and available supply.

The project site has an existing private water system connected to existing water mains along Plaza Drive. As part of the proposed project, new water lines supporting the development would connect to these existing lines within Plaza Drive. The on-site system would be constructed in compliance with the City's building and plumbing codes in its Municipal Code. Extension of the water infrastructure from the adjacent streets into the project site would be a routine part of the construction process analyzed in this IS/MND and would not have a material environmental impact. The water facility improvements would be limited to the project site and connection points to the adjacent, existing GSWC facilities. Therefore, the proposed project would not require or result in the construction of new water facilities, or the expansion of existing facilities, which could cause a significant environmental impact and the impact would be less than significant. No mitigation is required.

Wastewater. The City's Public Works Department's Maintenance Division is responsible for maintaining the City's sanitary sewer system. The City operates and maintains a sanitary sewer collection and conveyance system that includes a network of gravity sewers, one pump station, and one sewer force main. Approximately 108 miles of sewers are included within the City's gravity system.[68]

The project site is in the sewer service area of the Orange County Sanitation District (OC SAN). The OC SAN is responsible for the provision of wastewater treatment facilities that serve the project site. The existing building on the project site is estimated to generate approximately 86,380 gpd of wastewater (approximately 90 percent of the existing building's water use estimate of 95,978 gpd). The proposed project would connect with OC SAN's 30-inch trunk collection line before eventually discharging to the OC SAN's Reclamation Plant No. 1 in Fountain Valley.

The OC SAN provides wastewater collection, treatment, and recycling for approximately 2.6 million people living within a 479-square-mile area of central and northwestern Orange County.[69] The OC SAN's facilities include 396 miles of sewer pipes and 15 pump stations located throughout the county. The OC SAN treats approximately 185 million gallons of wastewater from residential, commercial, and industrial sources per day that is sent to two treatment plants: Plant No. 1 and Plant No. 2. Treatment Plant No. 1, at 10844 Ellis Avenue in Fountain Valley, is located

68 City of Cypress. Maintenance. Website: http://www.cypressca.org/government/departments/public-works/maintenance (accessed January 16, 2023).

69 Orange County Sanitation District (OC SAN). 2022. *2021-2022 Annual Report.* Website: https://www.ocsan.gov/home/showpublisheddocument/33473/638080061619170000 (accessed January 16, 2023).

approximately 11 miles southeast of the project site. Treatment Plant No. 2, at 22212 Brookhurst Street in Huntington Beach, is located approximately 14 miles southeast of the project site.

Reclamation Plant No. 1 has a primary treatment capacity of 204 million gallons per day (mgd), and received approximately 118 mgd of average daily flow in 2020-21.[70] Additionally, through its Capital Improvement Program, the OC SAN strives to continue maintaining its facilities at optimal levels by planning, designing, and preparing for future demand by developing Facilities and Biosolids Master Plans that address 20-year planning horizons.[71]

No significant increase in wastewater flows is anticipated as a result of construction activities on the project site. Sanitary services during construction would be provided by portable toilet facilities, which transport waste off-site for treatment and disposal. Therefore, during construction, potential impacts to wastewater treatment and wastewater conveyance infrastructure would be less than significant, and no mitigation would be required.

According to water demand factors included in the CalEEMod emissions model, the proposed project is estimated to generate 222,527 gallons per day (gpd) of wastewater (approximately 90 percent of the project's water use estimate of 247,253 gpd), for a net increase of approximately 136,147 gpd over the 86,380 gpd of wastewater generated by the existing uses on the project site. The proposed project would include new sewer lines supporting the development that would connect to an existing sewer line owned and maintained by the City of Cypress within Plaza Drive. As discussed above, the proposed project is anticipated to generate approximately 222,527 gpd of wastewater, which is approximately 0.25 percent of the available daily treatment capacity at Plant No. 1.[72] Plant No. 1 is in compliance with the Santa Ana RWQCB's wastewater treatment requirements and has the capacity to accommodate the increased wastewater flows from the proposed project. The proposed project would be adequately served by the capacity and the existing wastewater conveyance system.

Sewer improvements associated with the proposed project would be designed and constructed to City and OC SAN standards. The proposed project's site plans would be accompanied by adequate plans for sewer improvements prepared by a registered professional engineer and facilities would be dedicated to the City and/or OC SAN at the completion of construction. Regulatory Compliance Measure UTIL-1, provided below, requires all sewer improvements to comply with City and OC SAN sewage standards. With the implementation of Regulatory Compliance Measure UTIL-1, the proposed project would result in less than significant impacts related to the construction or expansion of wastewater treatment facilities. Therefore, the proposed project would not require or result in the construction of new water treatment or collection facilities, or the expansion of existing facilities, which could cause a significant environmental impact, and the impact would be less than significant. No mitigation is required.

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70 OC SAN. 2023. Facts and Key Statistics Webpage. Website: https://www.ocsan.gov/services/regional-sewer-service (accessed January 2023).

71 OC SAN. Capital Improvement Program Fiscal Year 2021/2022. Website: https://www.ocsan.gov/home/showpublisheddocument/33268/638000527692070000 (accessed January 16, 2023).

72 222,527 gpd / 86 mgd = approximately 0.25 percent.

Regulatory Compliance Measure:

No mitigation is required. However, the following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to utilities and service systems. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure UTIL-1 **Sewer Improvement Standards.** All required sewer improvements shall be designed and constructed to City of Cypress (City) and Orange County Sanitation District (OC SAN) standards and shall be approved by the City Engineer prior to development. These improvements may be constructed in a phased sequence depending upon the development process. Public facilities shall be dedicated to the City and/or the OC SAN at the completion of construction.

Stormwater and Drainage Facilities. As discussed in Section 4.10, Hydrology and Water Quality, in its existing condition, stormwater drains to an existing City public 48-inch storm drain system within Plaza Drive.

Grading and construction activities would disturb soils and temporarily modify the stormwater flow patterns on the construction site. As described in Section 4.10, Hydrology and Water Quality, the proposed project would be subject to the requirements of the Construction General Permit (see Regulatory Compliance Measure HYD-1 in Section 4.10), which requires the preparation of a Storm Water Pollution Prevention Plan (SWPPP) and identification of construction Best Management Practices (BMPs) that must be implemented during construction of the proposed project to address potential impacts to hydrology and stormwater drainage, including soil erosion, siltation, spills, and runoff. Adherence to the regulatory standards described in Regulatory Compliance Measure HYD-1 would ensure that any changes in stormwater drainage from the project site are controlled during construction. Therefore, the proposed project would not require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts, and the impact would be less than significant. No mitigation is required.

Refer to Section 4.10, Hydrology and Water Quality, for additional information regarding the proposed project's impacts related to hydrology during operation. Stormwater runoff in the proposed condition would be collected by a series of area drains and proposed sump curb inlet catch basins and would be conveyed to the proposed underground stormwater basin beneath the parking lot in the southern portion of the project site before being pumped to the proposed Modular Wetland System for treatment. The Modular Wetland System would treat street, roof, and landscape runoff for the proposed project, as well as reduce project-related flow rates into the existing storm drains by retaining and treating stormwater on the site. The proposed Modular Wetland System and catch basins would be designed with internal peak bypass and upstream diversion systems for conveyance of larger storm events. Treated and overflow stormwater from the Modular Wetland System would be conveyed via a proposed private underground storm drain

system to an existing City public 48-inch storm drain system within Plaza Drive. Flows would then be conveyed to Bolsa Chica Channel, then to Anaheim Bay, ultimately discharging to the Pacific Ocean.

As demonstrated by the hydraulic modeling conducted as part of the *Preliminary Water Quality Management Plan,* the underground stormwater basin and Modular Wetland Systems would be designed to accommodate the Design Capture Volume of 47,800 cubic feet (cf) for the entire project site. The Modular Wetland System would treat the required volume within each of the seven drainage areas respectively, and would reduce the peak flow rate below the 10-year, 25-year, and 100-year pre-project peak flow rates. In addition, as specified in Regulatory Compliance Measure HYD-4, in Section 4.10, Hydrology and Water Quality, a Final Hydrology Study would be prepared based on final project plans and would be approved by the City. The Hydrology Study would confirm that the proposed drainage facilities comply with City and County requirements. Furthermore, as runoff from the site would be reduced compared to the existing condition, the proposed project would not contribute to the downstream capacity exceedances.

With the adherence to Regulatory Compliance Measure HYD-4, the proposed project would result in less than significant impacts related to the construction or expansion of stormwater drainage facilities. No mitigation is required.

Electric Power. Electrical power would be supplied to the project site by Southern California Edison (SCE). SCE provides electricity to more than 15 million people in a 50,000-square-mile area of Central, Coastal, and Southern California.[73] According to the California Energy Commission (CEC), total electricity consumption in the SCE service area in 2021 was 81,122 gigawatt-hours (GWh). Total electricity consumption in Orange County in 2019 was 18.932 GWh.[74] As shown in Table 4.6.A, the existing building on the project site is estimated to consume approximately 708,950 kilowatt hours (kWh) of electricity per year.

Short-term construction activities would be limited to providing power to the staging area and portable construction equipment and would not substantially increase demand for electricity. The heavy equipment used for construction is primarily powered by diesel fuel. Temporary electric power would be provided via existing utility boxes and lines on the project site. Given the limited nature of potential demand for electricity during construction and the availability of existing power lines on the site, there would not be a need to construct new or alter existing electric transmission facilities. Impacts to local regional supplies of electricity would be less than significant, and no mitigation is required.

The proposed project includes connections to the surrounding electrical system on site. Operation of the proposed project would increase on-site electricity demand. CalEEMod 2020.4.0 was used to calculate the approximate annual electricity demand of the proposed project. As discussed in Section 4.6, Energy, the proposed project would be required to adhere to all federal, State, and local

[73] Southern California Edison (SCE). 2023. Fact Sheets. Website: https://newsroom.edison.com/fact-sheets/fs (accessed January 2023).

[74] California Energy Commission (CEC). 2023. California Energy Consumption. Website: http://www.ecdms.energy.ca.gov/ (accessed January 2023).

requirements for energy efficiency, including the Title 24 standards, which would substantially reduce energy usage. Based on the CalEEMod outputs (see Appendix A of this IS/MND), the estimated potential net increase in electricity demand associated with the operation of the proposed project is 4,497,779 kWh per year. Total electricity demand in Orange County in 2021 was approximately 18,931.8 GWh or 18,931,838,624 kWh. Therefore, operation of the proposed project would increase the annual electricity consumption in Orange County by less than 0.1 percent.

Service providers utilize projected demand forecasts in order to provide an adequate supply or plan for surplus in their service areas. Because the proposed project would only represent a small fraction of electricity demand in Orange County, the proposed project would meet Title 24 requirements, and there would be sufficient electricity supplies available, energy demand for the proposed project would be less than significant.

The supply and distribution network within the area surrounding the project site would remain essentially the same as exists currently, with the exception of on-site improvements to serve to the proposed project. These on-site improvements would connect to the existing infrastructure and provide electrical service to the proposed warehouse uses. The proposed project would not increase electrical demand beyond existing projections from the local electricity provider and the project site is within a developed service area with existing demand. Therefore, the proposed project would not require the construction of any physical improvements related to the provision of electricity service that would result in significant environmental impacts and the proposed project's impacts would be less than significant. No mitigation is required.

Natural Gas. The Southern California Gas Company (SoCalGas) is the natural gas service provider for the project site. SoCalGas provides natural gas to approximately 21.8 million people through 5.9 million meters in a more than 500 communities through California.[75] According to the CEC, total natural gas consumption in the SoCalGas service area in 2020 was 594 million therms (387 million therms for the residential sector and 207 million therms for the non-residential sectors). [76]As shown in Table 4.6.A, the existing building on the project site is estimated to consume approximately 7,393.9 therms of natural gas per year.

Short-term construction activities would not result in demand for natural gas since construction activities/equipment would not require accessing existing adjacent natural gas facilities. Therefore, construction activities would not impact natural gas services, and the proposed project would not require new or physically altered gas transmission facilities.

Operation of the proposed project would increase on-site natural gas demand. As discussed in Section 4.6, Energy, the proposed project would be required to adhere to all federal, State, and local requirements for energy efficiency, including the Title 24 standards, which would significantly

75 Southern California Gas Company (SoCalGas). 2019. About SoCalGas. Website: https://www.socalgas.com/about-us/company-profile#:~:text=About%20SoCalGas%C2%AE,in%20more%20than%20500%20communities (accessed October 6, 2022).

76 CEC. 2020. Gas Consumption by County. Website: http://www.ecdms.energy.ca.gov/gasbycounty.aspx (accessed May 2022).

reduce energy usage. CalEEMod 2020.4.0 was used to calculate the approximate annual natural gas demand of the proposed project. As discussed in Section 4.6, Energy, the estimated potential net increase in natural gas demand associated with the proposed project is 1,974.4 therms per year. Total natural gas consumption in Orange County in 2021 was 580 million therms (580,187,556 therms). Therefore, operation of the proposed project would negligibly increase the annual natural gas consumption in Orange County by less than 0.1 percent.

As noted above, service providers utilize projected demand forecasts in order to provide an adequate supply or plan for surplus in their service areas. As discussed in Section 4.6, Energy, because the proposed project would only represent a small fraction of natural gas demand in Orange County, the proposed project would meet Title 24, and there would be sufficient natural gas supplies available, natural gas demand for the proposed project would be less than significant. No mitigation is required.

The supply and distribution network within the area surrounding the project site would remain essentially the same as exists today except for standard on-site improvements to serve the proposed project. Levels of service to off-site users would not be adversely affected. Existing gas transmission and distribution services maintained by SoCalGas would provide natural gas service to the proposed project. The proposed project would not increase natural gas demand beyond existing projections from the local natural gas provider and the project site is within a developed service area with existing demand. Therefore, the proposed project would not require the construction of any physical improvements related to the provision of natural gas service that would result in significant environmental impacts and the proposed project's potential impacts would be less than significant. No mitigation would be required.

Telecommunication Facilities. Telephone, television, and internet services are offered by a variety of providers in the City of Cypress, including AT&T, Frontier Communications, Spectrum, HughesNet, and ViaSat. Non-satellite providers include Frontier, DirectTV, Spectrum Cable, and DishTV. Satellite internet providers include ViaSat. These services are privately operated and offered to each location in the City for a fee defined by the provider.

Existing telephone, cable, and internet service lines in the vicinity would continue to serve the project site. Internal to the project site, the project Applicant will be responsible for constructing adequate telecommunication facility extensions for the proposed project. The reconfiguration of these facilities would occur on site during the site preparation and earthwork phase and are not expected to impact any telephone, cable, or internet services offsite that serve the surrounding areas. Additionally, telecommunication facilities are generally installed concurrently with utility expansions and impacts associated with the expansion of telecommunications facilities are already considered in the air quality, noise, and construction traffic analysis. Therefore, the project impacts associated with the relocation or construction of new or expanded telecommunication facilities and impacts would be less than significant. No mitigation is required.

Summary. The proposed project would not require or result in the relocation or construction of new or expanded facilities for water, wastewater treatment, storm drainage, electric power, natural gas, or telecommunications. With implementation of Regulatory Compliance Measures UTIL-1, included here, and Regulatory Compliance Measure HYD-4, in Section 4.10, Hydrology and Water Quality,

existing facilities would have the capacity to serve the anticipated uses, and the proposed project would not substantially increase demand upon these facilities as compared to historic and existing conditions at the project site. Therefore, impacts to these utility facilities would be less than significant.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Less Than Significant Impact. As previously discussed in Response 4.19(a), above, the increase in water use would be accounted for in the anticipated growth rates for the City in the UWMP. The proposed project would not necessitate new or expanded water entitlements, and GSWC would be able to accommodate the increased demand for potable water under a worst-case scenario as forecasted in the 2020 UWMP. Taking into account population growth, GSWC is able to meet demand in the multiple dry year scenario for years 2025, 2030, 2035, 2040, and 2045.[77] As described above, the proposed project is anticipated to use approximately 247,253 gallons per day (gpd) or 277.14 afy, or a net increase of approximately 95,978 gpd (107 afy) over the existing uses on the project site. Further, the total amount of anticipated water usage by the proposed project represents less than 2 percent of the West Orange System's current annual water demand. Additionally, the proposed project would be required to implement Regulatory Compliance Measure UTIL-2, which requires the proposed project to comply with all State laws for water conservation measures, including the use of low-flow fixtures. Therefore, water demand from the proposed project would be within GSWC's current and projected water supplies available to serve the proposed project and reasonably foreseeable future development during normal, dry, and multiple dry years. Impacts related to water supplies would be less than significant, and no mitigation would be required.

Regulatory Compliance Measure:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to utilities and service systems. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

Regulatory Compliance Measure UTIL-2 **Water Conservation.** The Applicant shall comply with all State laws related to water conservation measure. Voluntary water conservation strategies shall be encouraged. The City of Cypress Planning Division shall determine compliance prior to issuance of building permits.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

[77] GSWC. 2021. *2020 West Orange Urban Water Management Plan* (UWMP). July 15.

Less Than Significant Impact. Refer to Response 4.19(a). Although the proposed project would increase wastewater generation on site, the increased wastewater flows from the proposed project could be accommodated within the existing design capacity of OC SAN Treatment Plant No. 1, which would serve the project site. Therefore, the City's Public Works Maintenance Division and OC SAN would have adequate capacity to serve the projected demand of the proposed project in addition to its existing commitments. Therefore, impacts related to wastewater treatment would be less than significant, and no mitigation would be required.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less Than Significant Impact. The City currently contracts with Valley Vista Services of Orange County (VVS), a private solid waste hauler, to collect and dispose of the solid waste generated throughout the City. Solid waste collected in the City by Valley Vista would be transported to one of the Class III landfills operated and maintained by OCWR. OCWR owns and operates three active landfills (i.e., the Olinda Alpha Landfill in Brea, the Frank R. Bowerman Landfill in Irvine, and the Prima Deshecha Landfill in San Juan Capistrano). All three landfills are permitted as Class III landfills, which only accept non-hazardous municipal solid waste for disposal; no hazardous or liquid waste is accepted. County residents are able to dispose of their household hazardous waste items at any of OCWR's four household hazardous waste collection centers, located in the Cities of Anaheim, Huntington Beach, Irvine, and San Juan Capistrano.[78] Table 4.19.A identifies the Class III sanitary landfills operated by OCWR.

Table 4.19.A: Orange County Class III Landfills

Landfill	Location	Approximate Distance from Project Site (miles)	Service
Frank R. Bowerman	11002 Bee Canyon Access Road Irvine, CA 92602	20 (southeast)	Commercial dumping; no public dumping
Olinda Alpha	1942 North Valencia Avenue Brea, CA 92823	14 (northeast)	Commercial dumping; public dumping allowed
Prima Deshecha	32250 La Pata Avenue San Juan Capistrano, CA 92675	33 (southeast)	Commercial dumping; public dumping allowed

Sources: Orange County Waste & Recycling. Active Landfills. Google Maps; Website: https://oclandfills.com/landfills/active-landfills (accessed December 2022).

Of the three Class III landfills currently operated by OCWR, the closest active landfill to the project site is the Olinda Alpha Landfill. The Olinda Alpha Landfill, which is currently permitted by the California Department of Resources, Recycling, and Recovery (CalRecycle) to receive a maximum of 8,000 tons per day (tpd) of waste, currently receives an average of approximately 7,000 tpd.[79]

[78] OC Waste & Recycling (OCWR). Household Hazardous Waste. Website: http://www.oclandfills.com/hazardous (accessed September 26, 2022).

[79] OCWR. 2021. Olinda Alpha Landfill. Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2757?siteID=2093 (accessed September 26, 2022).

Therefore, the Olinda Alpha Landfill is currently operating at approximately 87.5 percent of its daily capacity. As of October 2020, the Olinda Alpha Landfill has an estimated remaining disposal capacity of 17,500,000 cubic yards.[80] If the State-permitted daily tonnage limit is reached at any County landfill, waste haulers are subject to diversion to local transfer stations located throughout the County. The Olinda Alpha Landfill is scheduled to close in approximately 2030, at which time it would be landscaped to become a County regional park.[81] The existing building on the project site is estimated to generate approximately 0.39 tons (780 pounds) of solid waste per day.[82]

Non-hazardous waste from construction activities associated with the proposed project would be recycled to the extent feasible, and where necessary, would likely be disposed of at the Olinda Alpha Landfill. Construction waste is anticipated to be minimal compared to waste generated throughout the lifetime of the project during operation. The proposed project is not anticipated to result in a significant production of solid waste that would exceed the daily available capacity (1,000 tpd) at the Olinda Alpha Landfill, the proposed project would not result in an impact related to City, State, or federal statutes and regulations related to solid wastes. The proposed project would generate approximately 0.5 tpd(1,000 pounds) of solid waste[83] during operation, a net increase of approximately 0.11 tpd (220 pounds) over the existing uses on the project site. Therefore, the proposed project would contribute an insignificant amount of solid waste per day to the remaining daily capacity at the Olinda Alpha Landfill (approximately 0.01 percent). Moreover, the proposed project would not impair the attainment of solid waste reduction goals. Therefore, the proposed project would result in a less than significant impact to solid waste and landfill facilities, and no mitigation would be required.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Less Than Significant Impact. Solid waste disposal practices in California are governed by multiple federal, State, and local agencies that enforce legislation and regulations ensuring that landfill operations minimize impacts to public health and safety and the environment.

The California Integrated Waste Management Act (Assembly Bill [AB] 939) changed the focus of solid waste management from landfill to diversion strategies (e.g., source reduction, recycling, and composting). The purpose of the diversion strategies is to reduce dependence on landfills for solid waste disposal. AB 939 established mandatory diversion goals of 25 percent by 1995, 50 percent by 2000, and 75 percent by 2020. The City provides curbside recycling for both residential and commercial uses, as well as curbside residential green waste, which both count toward the City's solid waste diversion rate. CalRecycle tracks and monitors solid waste disposal on a per capita basis. Table 4.19.B, below, shows solid waste disposal volumes for the City of Cypress between 2016 and 2020.

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80 OCWR. 2021. Olinda Alpha Landfill. Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2757?siteID=2093 (accessed September 26, 2022).

81 Ibid.

82 CalEEMod Outputs. Calculations: 142.4 tons per year / 365 days = 0.39 ton per day.

83 CalEEMod Outputs. Calculations: 183.42 tons per year / 365 days = 0.5 ton per day.

Table 4.19.B: Solid Waste Disposal in the City of Cypress

Year	Total Disposal Tonnage (tons/year)
2016	50,412
2017	51,542
2018	47,305
2019	47,516
2020	43,147

Source: CalRecycle Jurisdiction Disposal Tonnage Trend (California Department of Resources Recycling and Recovery 2022).

Implementation of the proposed project involves the demolition of the existing structure on the site, site grading, and construction of the proposed warehouses on the project site. Demolition, site preparation (vegetation removal, grading, and filling activities) and construction activities would generate typical construction debris, including wood, paper, glass, metals, cardboard, and green wastes. The proposed project would comply with the City's Construction and Demolition Ordinance (Regulatory Compliance Measure UTIL-3). The Applicant would also be required to submit a Materials Questionnaire should the contractor haul away its own demolition waste. As stipulated by City Ordinance No. 1097 and the 2022 California Green Building Standards, the proposed project would be required to divert a minimum of 65 percent of construction and demolition debris in order to obtain building permits.[84] Additionally, Valley Vista Services certifies 75 percent diversion for all construction and demolition material,[85] which would contribute to an increased waste diversion rate within the City.

The proposed project would comply with existing and future statutes and regulations, including waste diversion programs mandated by City, State, and federal law. In addition, as discussed in Response 4.19(d), the proposed project would not result in an excessive production of solid waste that would exceed the capacity of the existing landfill serving the project site. Therefore, the proposed project would not result in an impact related to federal, State, and local statutes and regulations related to solid wastes, and no mitigation is required.

Regulatory Compliance Measure:

The following regulatory compliance measure is an existing regulation that is applicable to the proposed project and is considered in the analysis of potential impacts related to utilities and service systems. The City of Cypress considers this requirement to be mandatory; therefore, it is not a mitigation measure.

84 City of Cypress. 2021. C&D Recycling Requirement. Website: C&D Recycling Requirement | City of Cypress (cypressca.org) (accessed January 2023).

85 Ibid.

Regulatory Compliance Measure UTIL-3 **Construction and Demolition Ordinance**. The construction contractor shall comply with the provisions of City of Cypress Ordinance No. 1166 and the 2022 California Green Building Standards Code, which would reduce construction and demolition waste. Ordinance No. 1166 is codified in Article VIII, Materials Questionnaire for Certain Construction and Demolition Projects within the City of Cypress in the Cypress Municipal Code.

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4.20 WILDFIRE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Impact Analysis

a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The following response addresses Thresholds 4.20(a), (b), (c), and (d), as outlined above.

No Impact. The California Department of Forestry and Fire Protection (CAL FIRE) has mapped areas of significant fire hazards in the State through its Fire and Resources Assessment Program (FRAP). These maps place areas of California into different fire hazard severity zones (FHSZ), based on a hazard scoring system using subjective criteria for fuels, fire history, terrain influences, housing densities, and occurrence of severe fire weather where urban conflagration could result in catastrophic losses. As part of this mapping system, CAL FIRE is responsible for wildland fire

protection for land areas that are generally unincorporated and they are classified as State Responsibility Areas (SRAs). In areas where local fire protection agencies (e.g., Orange County Fire Authority [OCFA]) are responsible for wildfire protection, the lands are classified as Local Responsibility Areas (LRAs). CAL FIRE currently identifies the proposed project site as an LRA. In addition to establishing local or State responsibility for wildfire protection in a specific area, CAL FIRE designates areas as very high fire hazard severity zones (VHFHSZ) or non-VHFHSZ.

According to the CAL FIRE Very High Fire Hazard Severity Zone Maps for the Orange County region, the entire City of Cypress is designated as a non-VHFHSZ,[86] and the City does not include an SRA. The nearest VHFHSZ to the project site is approximately 10 miles to the northeast in Coyote Hills on the western side of Fullerton.[87] The nearest SRA is in Puente Hills, approximately 12 miles northeast of the project site. Because the project site is not located in or near an SRA or VHFHSZ, the proposed project would not result in any impacts related to wildfire. No mitigation is required.

[86] California Department of Forestry and Fire Protection (CAL FIRE). 2011. Very High Fire Hazard Severity Zones in LRA. Website: https://osfm.fire.ca.gov/media/6739/fhszl_map30.pdf (accessed August 30, 2022).

[87] Ibid.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Impact Analysis

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant with Mitigation Incorporated. Based on the discussion in Section 4.4, Biological Resources, the proposed project is anticipated to result in less than significant impacts related to habitat, wildlife species, and/or plant and animal communities. The proposed project would not eliminate a plant or animal community, nor would it substantially reduce the number or restrict the range of a rare or endangered plant or animal.

The proposed project would avoid impacts on nesting resident and/or migratory birds either by avoiding vegetation removal during the avian nesting season (February 1 through August 31) or by implementing Regulatory Compliance Measure BIO-1. This measure would address any impacts to nesting resident and/or migratory birds should it be necessary to conduct vegetation removal during the nesting season and nests are present.

As discussed in Section 4.5, Cultural Resources, Response 4.5(a), the project site does not contain any buildings or structures that meet any of the California Register of Historical Resources criteria or qualify as "historical resources" as defined by CEQA. Further, according to the City of Cypress General Plan, there are no known archaeological resources located in Cypress. Therefore, the

proposed project would not cause a substantial adverse change in the significance of a historical resource. In addition, Mitigation Measures CUL-1 and GEO-2 have been incorporated to address the discovery of archaeological and paleontological resources should any be unearthed during construction. With the application of Mitigation Measures CUL-1 and GEO-2, potential impacts to previously undiscovered archaeological or paleontological resources would be reduced to less than significant.

As discussed in Section 4.18, Tribal Cultural Resources, the City requested a search of the Sacred Lands File by the Native American Heritage Commission (NAHC) for the project site. According to NAHC correspondence dated September 6, 2022, no resources were noted in the database. The Kizh Nation was provided with a summary of the project and location. The Kizh Nation recommended mitigation measures to reduce potential impacts related to inadvertent discovery of tribal cultural resources, but did not indicate that known resources were located on the project site. Therefore, no tribal cultural resources listed or eligible for listing in the California Register or in a local register exist within the project area, and there are no known tribal cultural resources on the project site. Although the project site is not likely to contain any human remains, adherence to regulatory standards included in Regulatory Compliance Measure CUL-1 would reduce the impact of the proposed project on human remains to less than significant and addresses tribal concerns regarding the treatment of human remains. Additionally, Mitigation Measures TCR-1 through TCR-3 requires tribal monitoring of ground disturbing activities and Mitigation Measure CUL-1, provided in Section 4.5, Cultural Resources, requires that a qualified archaeologist be retained to monitor ground disturbing activities and addresses treatment of non-tribal cultural resources discovered during construction. In the unlikely event that ground-disturbing construction activities uncover a yet-to-be-discovered tribal cultural resource, implementation of Mitigation Measures TCR-1 through TCR-3 and Mitigation Measure CUL-1 and adherence to Regulatory Compliance Measure CUL-1 would reduce any potential impacts to previously undiscovered tribal cultural resources to a less than significant level.

For the reasons stated above, the project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Impacts to archaeological and paleontological resources would be reduced to less than significant with the implementation of Mitigation Measures CUL-1 and GEO-2 and Mitigation Measures TCR-1 through TCR-3, and no additional mitigation would be required.

Mitigation Measures: Refer to Mitigation Measures CUL-1 (in Section 4.5, Cultural Resources), GEO-2 (in Section 4.7, Geology and Soils) and TCR-1 (in Section 4.18, Tribal Cultural Resources).

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less Than Significant with Mitigation Incorporated. The project would be located on a previously developed site and would include similar uses to those existing on the project site and in the surrounding area. Mitigation measures have been added to ensure that impacts regarding cultural resources (archaeological resources) (Mitigation Measure CUL-1), geology and soils (Mitigation Measures GEO--1 and GEO-2), transportation (Mitigation Measure TRA-1), and tribal cultural resources (Mitigation Measure TCR-1) would be less than significant. In addition, the project would be required to comply with various regulations, which are outlined as regulatory compliance measures in this IS/MND. Adherence to the regulations described in the regulatory compliance measures related to biological resources (Regulatory Compliance Measure BIO-1), cultural resources (Regulatory Compliance Measure CUL-1), energy (Regulatory Compliance Measure EN-1), geology (Regulatory Compliance Measure GEO-1), hydrology and water quality (Regulatory Compliance Measures HYD-1 through HYD-4), public services (schools) (Regulatory Compliance Measure PS-1), and utilities (Regulatory Compliance Measures UTIL-1 through UTIL-3) would also ensure that impacts to those resource areas would be less than significant. There is no indication that the proposed project would have environmental impacts that could cause other facilities or projects to be adversely affected.

The area is highly urbanized and, therefore, subject to mostly infill development and redevelopment projects. Based on the analysis contained in this IS/MND, the proposed project would not have cumulatively considerable impacts with implementation of project mitigation measures and regulatory compliance measures. Implementation of mitigation measures and regulatory compliance measures at the project-level would reduce the potential for the incremental effects of the proposed project to be considerable when viewed in connection with the effects of past projects, current projects, or probable future projects for all environmental parameters.

Mitigation Measures: Refer to Mitigation Measures CUL-1 (in Section 4.5, Cultural Resources), GEO--1 and GEO-2 (in Section 4.7, Geology and Soils), TRA-1 (in Section 4.17, Transportation) and TCR-1 (in Section 4.18, Tribal Cultural Resources).

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

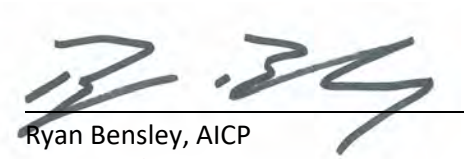
Less Than Significant with Mitigation Incorporated. Previous sections of this IS/MND reviewed the proposed project's potential impacts and regulatory compliance measures and mitigation measures related to energy (Regulatory Compliance Measure EN-1), geology (Mitigation Measures GEO-1 and GEO-2 and Regulatory Compliance Measure GEO-1), hydrology and water quality (Regulatory Compliance Measures HYD-1 through HYD-4), public services (schools) (Regulatory Compliance Measure PS-1), transportation (Mitigation Measure TRA-1) and utilities (Regulatory Compliance Measures UTIL-1 through UTIL-3). As concluded in the previous discussions, the proposed project would result in less than significant environmental impacts with adherence to these regulatory compliance measures and implementation of the recommended mitigation measures. Therefore, the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

Mitigation Measures: Refer to Mitigation Measures GEO-1 and GEO-2 (in Section 4.7, Geology and Soils), and TRA-1 (in Section 4.17, Transportation).

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5.0 RECOMMENDATION

Based on the information and environmental analysis contained in the Initial Study/Environmental Checklist, we recommend that the City of Cypress prepare a Mitigated Negative Declaration for the Goodman Commerce Center Project. We find that the proposed project could have a significant effect on a number of environmental issues, but that mitigation measures have been identified that reduce such impacts to a less than significant level. We recommend that the second category be selected for the City of Cypress' determination (see Section 3.1, Determination, in Chapter 3.0, Environmental Factors Potentially Affected).



Date: February 3, 2023

Ryan Bensley, AICP
Principal / Project Manager
LSA

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6.0 MITIGATION MONITORING AND REPORTING PROGRAM

6.1 MITIGATION MONITORING REQUIREMENTS

California Public Resources Code (PRC) Section 21081.6, which is part of the California Environmental Quality Act (CEQA) statute, mandates that the following requirements shall apply to all reporting or mitigation monitoring programs:

- The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval 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 that 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 agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

- The lead agency shall specify the location and custodian of the documents or other materials that constitute the record of proceedings upon which its decision is based.

- The lead agency shall provide measures to mitigate or avoid potentially significant effects on the environment that are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents that address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.

- Prior to the close of the public review period for a draft environmental impact report (EIR) or MND, a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either (1) submit to the lead agency complete and detailed performance objectives for mitigation measures that would address the significant effects on the environment identified by the responsible agency or agency having jurisdiction over natural resources affected by the project, or (2) refer the lead agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a lead agency by a responsible agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures that mitigate impacts to resources that are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance with that requirement by a responsible agency or agency having jurisdiction over natural resources affected by a project shall not limit the authority of the responsible agency or agency having jurisdiction over natural resources affected by a project, or the authority of the lead agency, to approve, condition, or deny projects as provided by this division or any other provision of law.

6.2 MITIGATION MONITORING PROCEDURES

The mitigation monitoring and reporting program for the proposed Goodman Commerce Center Project (proposed project) has been prepared in compliance with PRC Section 21081.6. It describes the requirements and procedures to be followed by the City of Cypress, as the Lead Agency, to ensure that all mitigation measures adopted as part of the proposed project will be carried out as described in this IS/MND.

Table 6.A sets forth the proposed mitigation monitoring and reporting program. It lists each of the mitigation measures specified in this IS/MND and identifies the party or parties responsible for implementation and monitoring of each measure.

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
4.4: Biological Resources					
Regulatory Compliance Measure BIO-1 **Nesting Bird Survey and Avoidance.** If vegetation removal, construction, or grading activities are planned to occur within the active nesting bird season (February 1 through August 31), the City of Cypress, or designee, shall confirm that the Applicant has retained a qualified biologist who shall conduct a preconstruction nesting bird survey no more than 3 days prior to the start of such activities. The nesting bird survey shall include the work area and areas adjacent to the site (within 500 feet, as feasible) that could potentially be affected by project-related activities such as noise, vibration, increased human activity, and dust, etc. For any active nest(s) identified, the qualified biologist shall establish an appropriate buffer zone around the active nest(s). The appropriate buffer shall be determined by the qualified biologist based on species, location, and the nature of the proposed activities. Project activities shall be avoided within the buffer zone until the nest is deemed no longer active, as determined by the qualified biologist.	No more than three days prior to commencement of grading activities	Applicant and City of Cypress Community Development Director, or designee			
4.5: Cultural Resources					
Mitigation Measure CUL-1 **Unknown Archaeological Resources.** In the event that archaeological resources are discovered during excavation, grading, or construction activities, work shall cease within 50 feet of the find until a qualified archaeologist from the Orange County List of Qualified Archaeologists has evaluated the find in accordance with federal, State, and local guidelines to determine whether the find constitutes a "unique archaeological resource," as defined in Section 21083.2(g) of the California Public Resources Code (PRC). The Applicant and its construction contractor shall not collect or move any archaeological materials and associated materials. Construction activity may continue unimpeded on other portions of the project site. Any found deposits shall be treated in accordance	During construction activities	Applicant and/or construction supervisor/City of Cypress Director of Community Development Department, or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
with federal, State and local guidelines, including those set forth in PRC Section 21083.2, and shall be assessed, handled, and treated consistent with accepted standards, such as the Secretary of the Interior's standards and guidelines for archaeology and historic preservation. Prior to commencement of grading activities, the Director of the City of Cypress (City) Community Development Department, or designee, shall verify that all project grading and construction plans include specific requirements regarding California PRC (Section 21083.2[g]) and the treatment of archaeological resources as specified above.					
Regulatory Compliance Measure CUL-1 **Human Remains.** In the event that human remains are encountered on the project site, work within 50 feet of the discovery shall be redirected and the County Coroner notified immediately consistent with the requirements of California Code of Regulations (CCR) Section 15064.5(e). State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the property owner, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and non-destructive analysis of human remains and items associated with Native American burials. Consistent with CCR Section 15064.5(d), if the remains are determined to be Native American and an MLD is notified, the City of Cypress shall consult with the MLD as identified by the NAHC to develop an agreement for treatment and disposition of the remains. Prior to the issuance of grading permits, the Director of	During construction activities	Construction supervisor/Applicant			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
the City of Cypress Community Development Department, or designee, shall verify that all grading plans specify the requirements of CCR Section 15064.5(e), State Health and Safety Code Section 7050.5, and PRC Section 5097.98, as stated above.					
4.6: Energy					
Regulatory Compliance Measure EN-1 **Idling Restriction Signage.** Prior to the issuance of grading permits, the City of Cypress Building Official, or designee, shall confirm that the grading plans for the project include a requirement that a sign shall be posted on site stating that construction workers shall shut off engines at or before 5 minutes of idling, as required by California Code of Regulations (CCR) Title 13, Motor Vehicles, Section 2449(d)(3) Idling.	Prior to issuance of a building permit	Applicant and City of Cypress Building Official, or designee			
4.7: Geology and Soils					
Regulatory Compliance Measure GEO-1 **Compliance with Seismic and Building Standards in the Building Code.** Prior to issuance of the first building permit for the proposed buildings, the City of Cypress (City) Engineer, Building Official, or their designee, and the project soils engineer shall review the building plans to verify that the structural design conforms to the requirements of the City's latest adopted edition of the California Building Standards Code. Structures and walls shall be designed in accordance with applicable sections of the City's Building Code.	Prior to issuance of building permits	Applicant and City of Cypress Building Official, or designee			
Mitigation Measure GEO-1 **Implementation of Geotechnical Evaluation Recommendations.** The Applicant's construction contractor shall implement the recommendations of the Geotechnical Evaluation prepared for the proposed project, as applicable, to the satisfaction of the City of Cypress' (City) Building Official, or designee. The City's Building Official, or designee, shall confirm recommendations have been	Prior to issuance of building permits	Applicant and City of Cypress Building Official, or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
implemented into the design and construction of the proposed project prior to the issuance of a building permit.					
Mitigation Measure GEO-2 **Procedures for Unexpected Paleontological Resources Discoveries.** In the event that paleontological resources are encountered, work in the immediate area of the discovery shall be halted and the Applicant shall retain a professional Paleontologist who meets the qualifications established by the Society of Vertebrate Paleontology to assess the discovery. The qualified, professional Paleontologist shall make recommendations regarding the treatment and disposition of the discovered resources, as well as the need for subsequent paleontological mitigation, which may include, but not be limited to, paleontological monitoring, collection of observed resources, preservation, stabilization and identification of collected resources, curation of resources into a museum repository, and preparation of a monitoring report of findings, consistent with well accepted standards, such as those established by the Society of Vertebrate Paleontology. The City of Cypress shall ensure that the recommendations from the qualified, professional Paleontologist shall be followed by the Applicant.	During ground-disturbing activities	Applicant and/or construction supervisor/City of Cypress Building Official or designee			
4.10: Hydrology and Water Quality					
Regulatory Compliance Measure HYD-1 **Construction General Permit.** Prior to commencement of construction activities, the Applicant shall obtain coverage under the *National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit),* NPDES No. CAS000002, Order No. 2009-0009-DWQ, as amended by Order No. 2010-0014-DWQ and Order No. 2012-0006-DWQ, or any other subsequent permit. This shall include submission of Permit Registration Documents (PRDs), including	Prior to commencement of construction activities	Applicant and/or construction supervisor/City of Cypress City Engineer or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
permit application fees, a Notice of Intent (NOI), a risk assessment, a site plan, a Stormwater Pollution Prevention Plan (SWPPP), a signed certification statement, and any other compliance-related documents required by the permit, to the State Water Resources Control Board via the Stormwater Multiple Application and Report Tracking System (SMARTS). Construction activities shall not commence until a Waste Discharge Identification Number (WDID) is obtained for the project from the SMARTS and provided to the Director of the City of Cypress Community Development Department, or designee, to demonstrate that coverage under the Construction General Permit has been obtained. Project construction shall comply with all applicable requirements specified in the Construction General Permit, including, but not limited to, preparation of a SWPPP and implementation of construction site best management practices (BMPs) to address all construction-related activities, equipment, and materials that have the potential to impact water quality for the appropriate risk level identified for the project. The SWPPP shall identify the sources of pollutants that may affect the quality of stormwater and shall include BMPs (e.g., Sediment Control, Erosion Control, and Good Housekeeping BMPs) to control the pollutants in stormwater runoff. Construction Site BMPs shall also conform to the requirements specified in the latest edition of the Orange County Stormwater Program *Construction Runoff Guidance Manual for Contractors, Project Owners, and Developers* to control and minimize the impacts of construction and construction-related activities, materials, and pollutants on the watershed. Upon completion of construction activities and stabilization of the project site, a Notice of Termination shall be submitted via SMARTS.					
Regulatory Compliance Measure HYD-2 **Groundwater Dewatering Permit.** If groundwater dewatering is required during construction or excavation activities and the	Prior to commencement of excavation	Applicant and/or construction supervisor/City of			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
dewatered groundwater is discharged to the sanitary sewer system, the Applicant shall obtain a discharge permit from the Director of the City of Cypress Public Works Department. If the dewatered groundwater is discharged to the storm drain system, the Applicant shall obtain coverage under the *General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality (*Order No. R8-2020-0006, NPDES No. CAG998001), which covers discharges to surface waters that pose an insignificant (de minimis) threat to water quality within. This shall include submission of a Notice of Intent for coverage under the permit to the RWQCB at least 45 days prior to the start of dewatering. The Applicant shall provide the Waste Discharge Identification Number (WDID) to the Director of the City's Public Works Department, or designee, to demonstrate proof of coverage under the *De Minimis* Permit. Groundwater dewatering shall not be initiated until a WDID is received from the Santa Ana Regional Water Quality Control Board (RWQCB) and is provided to the Director of the City's Public Works Department, or designee. Groundwater dewatering activities shall comply with all applicable provisions in the permit, including water sampling, analysis, treatment (if required), and reporting of dewatering-related discharges. Upon completion of groundwater dewatering activities, a Notice of Termination shall be submitted to the Santa Ana RWQCB.	activities	Cypress City Engineer or designee			
Regulatory Compliance Measure HYD-3 **Water Quality Management Plan.** Prior to the issuance of grading or building permits, the Applicant shall submit a Final Water Quality Management Plan (WQMP) to the City of Cypress City Engineer, or designee, for review and approval in compliance with the requirements of the *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region*	Prior to issuance of grading or building permits	Applicant and City of Cypress City Engineer or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
Areawide Urban Storm Water Runoff Orange County (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit). The Final WQMP shall be prepared consistent with the requirements of the *Technical Guidance Document for Water Quality Management Plans* (December 2013) and the Water Quality Management Plan template, or subsequent guidance manuals. The Final WQMP shall specify the BMPs to be incorporated into the project design to target pollutants of concern in runoff from the project area. The City shall ensure that the BMPs specified in the Final WQMP are incorporated into the final project design.					
Regulatory Compliance Measure HYD-4 **Final Hydrology and Hydraulic Analysis.** The Applicant shall submit a Final Hydrology Study to the City of Cypress City Engineer, or his/her designee, for review and approval prior to issuance of grading and building permits. The Final Hydrology Study shall be prepared consistent with the requirements of the *Orange County Hydrology Manual* (Orange County Environment Agency 1986) and *Orange County Hydrology Manual Addendum No. 1* (Orange County Environment Agency 1996), or subsequent guidance manuals. The Final Hydrology Study shall demonstrate that the on-site drainage facilities and post-project Best Management Practices (BMPs) (e.g., Modular Wetland Systems) are designed in compliance with the requirements of the *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit)*. The Final Hydrology Study shall also demonstrate that the on-site drainage facilities and post-construction BMPs are adequately sized to accommodate stormwater runoff from the design storm so that post-development	Prior to issuance of grading or building permits	Applicant and City of Cypress City Engineer or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
peak flow rates for the 10-year 24-hour frequency storm, 25-year 24-hour frequency storm, and 100-year 24-hour frequency storm does not exceed the pre-development flow rate. The City Director of Public Works, or designee, shall ensure that the drainage facilities specified in the Final Hydrology Study are incorporated into the final project design.					
4.13: Noise					
Standard Condition NOI-1 **Construction Noise and Vibration.** Prior to issuance of grading permits, the City of Cypress (City) Director of Community Development Department, or designee, shall verify that grading and construction plans include the following requirements: • Ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved. • Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained noise mufflers consistent with manufacturers' standards. • Construction staging areas shall be located away from off-site sensitive uses during the later phases of project development. • The construction contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site whenever feasible. • The construction contractor shall use on-site electrical sources to power equipment rather than diesel generators where feasible. • A sign, legible at a distance of 50 feet, shall also be posted at the construction site. All notices and the signs shall indicate the dates and duration of construction activities, as well as provide a telephone number for the "noise disturbance coordinator." • A "noise disturbance coordinator" shall be established. The disturbance coordinator shall be responsible for responding to	Prior to issuance of grading permits	Applicant and/or construction supervisor/City of Cypress Director of Community Development Department or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
any local complaints about construction noise. The disturbance coordinator shall determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and shall be required to implement reasonable measures to reduce noise levels. All signs posted at the construction site shall list the telephone number for the disturbance coordinator.					
4.15: Public Services					
Regulatory Compliance Measure PS-1 **Payment of School Fees.** Prior to issuance of any building permits, the Applicant shall provide proof to the City of Cypress Building Official, or designee, that payment of school fees to the Anaheim Union High School District has been made in compliance with Section 65995 of the California Government Code.	Prior to issuance of building permits	Applicant and City of Cypress Director of Community Development Department or designee			
4.17: Transportation					
Mitigation Measure TRA-1 **Truck Signage and Striping Plan.** The Applicant shall submit a Signage and Striping Plan, consistent with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), that directs heavy trucks to the most appropriate access points. The City of Cypress City Engineer, or their designee, shall review and approve the Signage and Striping Plan and confirm it has been incorporated into the project plans prior to the issuance of a building permit.	Prior to issuance of certificate of occupancy	Applicant and City of Cypress City Engineer or designee			
4.18: Tribal Cultural Resources					
Mitigation Measure TCR-1 **Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.** The project Applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing	Prior to ground-disturbing activities	Applicant and City of Cypress Community Development Director, or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the Project Description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCRs"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project Applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project Applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project Applicant/lead agency that no future, planned construction activity and/or development/ construction phase at the project site possesses the potential to					

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
impact Kizh TCRs. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historic purposes.					
Mitigation Measure TCR-2 **Unanticipated Discovery of Human Remains and Associated Funerary Objects.** Native American human remains are defined in Public Resources Code (PRC) 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in PRC Section 5097.98, are also to be treated according to this statute. If Native American human remains and/or grave goods are discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code Section 7050.5 dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the Coroner has determined the nature of the remains. If the Coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission (NAHC), and PRC Section 5097.98 shall be followed. Human remains and grave/burial goods shall be treated alike per	During construction activities	Applicant and/or construction supervisor/City of Cypress Director of Community Development Department, or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
California PRC Section 5097.98(d)(1) and (2). Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. Any historic archaeological material that is not Native American in origin (non-TCR) 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. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.					
Mitigation Measure TCR-3 **Procedures for Burials and Funerary Remains.** As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery and a separate	During construction activities	Applicant and/or construction supervisor/City of Cypress Director of Community Development Department, or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
treatment plan shall be created. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that burials will be removed. In the event preservation in place is not possible despite good faith efforts by the project Applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a					

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.					
4.19: Utilities and Service Systems					
Regulatory Compliance Measure UTIL-1 **Sewer Improvement Standards.** All required sewer improvements shall be designed and constructed to City of Cypress (City) and Orange County Sanitation District (OC SAN) standards and shall be approved by the City Engineer prior to development. These improvements may be constructed in a phased sequence depending upon the development process. Public facilities shall be dedicated to the City and/or the OC SAN at the completion of construction.	Prior to issuance of building permits and completion of applicable facilities	Applicant and City of Cypress City Engineer or designee			
Regulatory Compliance Measure UTIL-2 **Water Conservation.** The Applicant shall comply with all State laws related to water conservation measure. Voluntary water conservation strategies shall be encouraged. The City of Cypress Planning Building Division shall determine compliance prior to issuance of building permits.	Prior to issuance of building permits	Applicant and City of Cypress Community Development Director or designee			

Table 6.A: Mitigation Monitoring and Reporting Program

Regulatory Compliance Measures/Standard Conditions/ Mitigation Measures	Monitoring Milestone	Responsible Party Responsible for Monitoring	Verification of Compliance		
			Initials	Date	Remarks
Regulatory Compliance Measure UTIL-3 **Construction and Demolition Ordinance**. The construction contractor shall comply with the provisions of City of Cypress Ordinance No. 1166 and the 2022 California Green Building Standards Code, which would reduce construction and demolition waste. Ordinance No. 1166 is codified in Article VIII, Materials Questionnaire for Certain Construction and Demolition Projects within the City of Cypress in the Cypress Municipal Code.	Prior to and during project construction	Applicant and City of Cypress City Engineer or designee			

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7.0 LIST OF PREPARERS AND PERSONS CONSULTED

7.1 CITY OF CYPRESS

The following individuals from the City of Cypress (City) were involved in the preparation of this Initial Study/Mitigated Negative Declaration (IS/MND):

- Alicia Velasco, Planning Director
- Laura Vander Neut, Planner

7.2 IS/MND PREPARERS

The following individuals were involved in the preparation of this IS/MND. The nature of their involvement is summarized below.

7.2.1 LSA

The following individuals were involved in the preparation of this IS/MND:

- Deborah Pracilio, Principal in Charge
- Ryan Bensley, AICP, Principal/Project Manager
- Matthew Wiswell, AICP, Senior Planner
- Amy Fischer, Principal/Air Quality, Noise and Global Climate Change Specialist
- Cara Cunningham, Associate/Air Quality Specialist
- Bianca Martinez, Air Quality Specialist
- Ken Wilhelm, Principal/Transportation
- Ambarish Mukherjee, Principal/Transportation
- JT Stephens, Principal/Noise
- Moe Abushanab, Noise Specialist
- Matt Phillips, Graphics Technician
- Lauren Johnson, Technical Editor
- Chantik Virgil, Senior Word Processor

7.3 TECHNICAL REPORT PREPARERS

The following individuals were involved in the preparation of the technical reports in support of this IS/MND. The nature of their involvement is summarized below.

7.3.1 PBLA Engineering, Inc.

The following individuals were involved in the preparation of the *Preliminary Water Quality Management Plan: GIC - Cypress* (December 2022):

- Steven Levisee, P.E.

7.3.2 G3SoilWorks, Inc.

The following individuals were involved in the preparation of the *Geotechnical Investigation and Report Update, Proposed Goodman Commerce Center* (May 2022):

- Steven Strickler, G.E., CEO/Principal Geotechnical Engineer
- Daniel Morikawa, P.E., Director of Engineering
- Erik Haaker, P.E., C.E.G., Senior Engineering Geologist

7.3.3 Stantec Consulting Services, Inc.

The following individuals were involved in the preparation of the *Phase I Environmental Assessment – 5757 Plaza Drive* (September 2021):

- Alicia Jansen, Associate Scientist
- Brian Viggiano, P.G., Senior Geologist
- Kevin Miskin, P.E., Senior Principal Engineer

7.4 PROJECT APPLICANT

7.4.1 Goodman

The project Applicant was consulted during the preparation of this IS/MND:

- Blair Dahl, Vice President of Entitlements & Construction, Southwest Region

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APPENDIX A

CALEEMOD OUTPUT DATA

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APPENDIX B

PHASE I ENVIRONMENTAL SITE ASSESSMENT

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APPENDIX C

GEOTECHNICAL EVALUATION

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APPENDIX D

PRELIMINARY WATER QUALITY MANAGEMENT PLAN

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APPENDIX E

NOISE MEASUREMENTS AND MODELING RESULTS

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APPENDIX F

TRAFFIC ANALYSIS

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APPENDIX G

VEHICLE MILES TRAVELED ANALYSIS

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APPENDIX H

TRIBAL CONSULTATION CORRESPONDENCE

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TENTATIVE PARCEL MAP NO. 2023-101

PROPERTY LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CYPRESS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN: 241–101–25

PARCEL 2, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000–03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 200000453704,OFFICIAL RECORDS.

EXCEPTING FROM A PORTION OF SAID LAND ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME AND TO MAKE SUCH USE OF SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING OR SINKING OF WELLS, SHAFTS, TUNNELS OR OTHER METHODS, TOGETHER WITH THE FUTURE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, TO MAKE SUCH USE OF SAID LAND AS MAY BE NECESSARY TO STORE, KEEP, DEPOSIT AND/OR REMOVE ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERALS ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED; PROVIDED, HOWEVER, THAT THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND ABOVE A FIVE HUNDRED FOOT DEPTH IN THE EXERCISE OF ANY OF SAID RIGHTS AS GRANTED TO CONSOLIDATED PACIFIC INVESTMENT COMPANY, BY DEED RECORDED JANUARY 29, 1959, AS INSTRUMENT NO. 14208, IN BOOK 4567, PAGE 496, OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND, ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY IN DEED RECORDED JULY 28, 2000, AS INSTRUMENT NO. 20000396720, OF OFFICIAL RECORDS.

PARCEL B: APN: 241–101–26

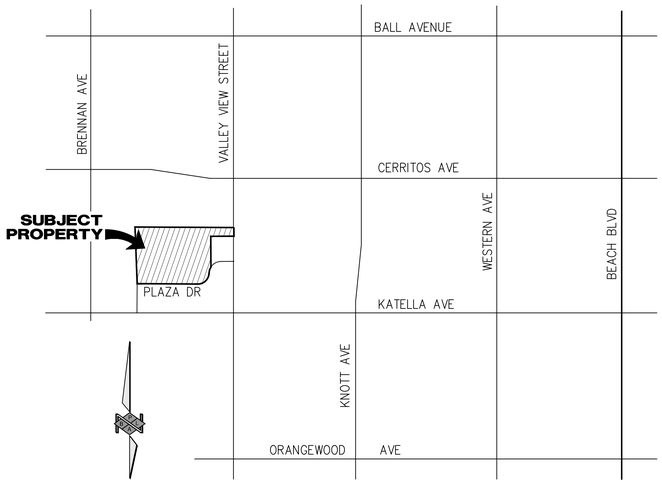
PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000–03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 200000453704, OF OFFICIAL RECORDS.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CYPRESS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
EXCEPT THEREFROM A PORTION OF SAID LAND ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, OR INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME AND TO MAKE SUCH USE OF SAID LAND BENEATH THE SURFACE AS IN NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, DIGGING, BORING OR SINKING OF WELLS, SHAFTS, TUNNELS OR OTHER METHODS, TOGETHER WITH THE FURTHER EXCLUSIVE AND PERPETUAL RIGHT OF THE GRANTEE, ITS SUCCESSORS AND/OR ASSIGNS, TO MAKE SUCH USE OF SAID LAND AS MAY BE NECESSARY TO STORE, KEEP, DEPOSIT AND/OR REMOVE ALL COAL, CHEMICALS, PETROLEUM, OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL MINERALS, METALS AND MINERAL ORES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, PROVIDED, HOWEVER, THAT THE GRANTEE, ITS SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND ABOVE A FIVE HUNDRED FOOT DEPTH IN THE EXERCISE–OF ANY SAID RIGHTS AS GRANTED TO CONSOLIDATED PACIFIC INVESTMENT COMPANY, BY DEED RECORDED JANUARY 29, 1959 AS INSTRUMENT NO. 14208, IN BOOK 4567, PAGE 496, OF OFFICIAL RECORDS.

ALSO EXCEPTING FROM A PORTION OF SAID LAND ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE THEREOF AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY IN DEED RECORDED JULY 28, 2000 AS INSTRUMENT NO. 200000396720, OF OFFICIAL RECORDS.

PARCEL C:

A RIGHT–OF–WAY FOR PURPOSES OF INGRESS, EGRESS, DRIVEWAY AND INCIDENTAL PURPOSES OVER A PORTION OF PARCEL 3 OF PARCEL MAP 84–1113, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 191, PAGES 3 THROUGH 5 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS SET FORTH IN THAT CERTAIN GRANT OF RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT RECORDED FEBRUARY 11, 1986 AS INSTRUMENT NO. 86–057178, OF OFFICIAL RECORDS.



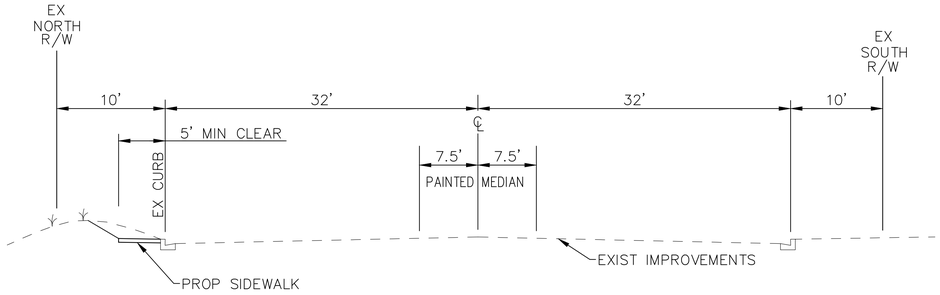
VICINITY MAP
NOT TO SCALE

NO LETTERED PARCELS

BOUNDARY . . . . 18.64 AC / 811,692 SF
PARCEL 1 . . . . 8.37 AC / 364,546 SF
PARCEL 2 . . . . 10.27 AC / 447,146 SF

PROIJECT DATA

PARCELS ARE INTENDED FOR INDUSTRIAL USE
BUILDING 1 – 199,909 SF – 5,000 SF MEZZ
BUILDING 2 – 180,359 – 5,000 SF MEZZ INDUSTRIAL BUILDINGS – 42' HEIGHT
SPECULATIVE BUILDINGS – SPECIFIC USE UNKNOWN
CURRENT ZONING – MCDONNELL S.P. 1
WATER PURVEYOR – GOLDEN STATE WATER
SEWER PURVEYOR – OC SANITATION DISTRICT & CITY OF CYPRESS



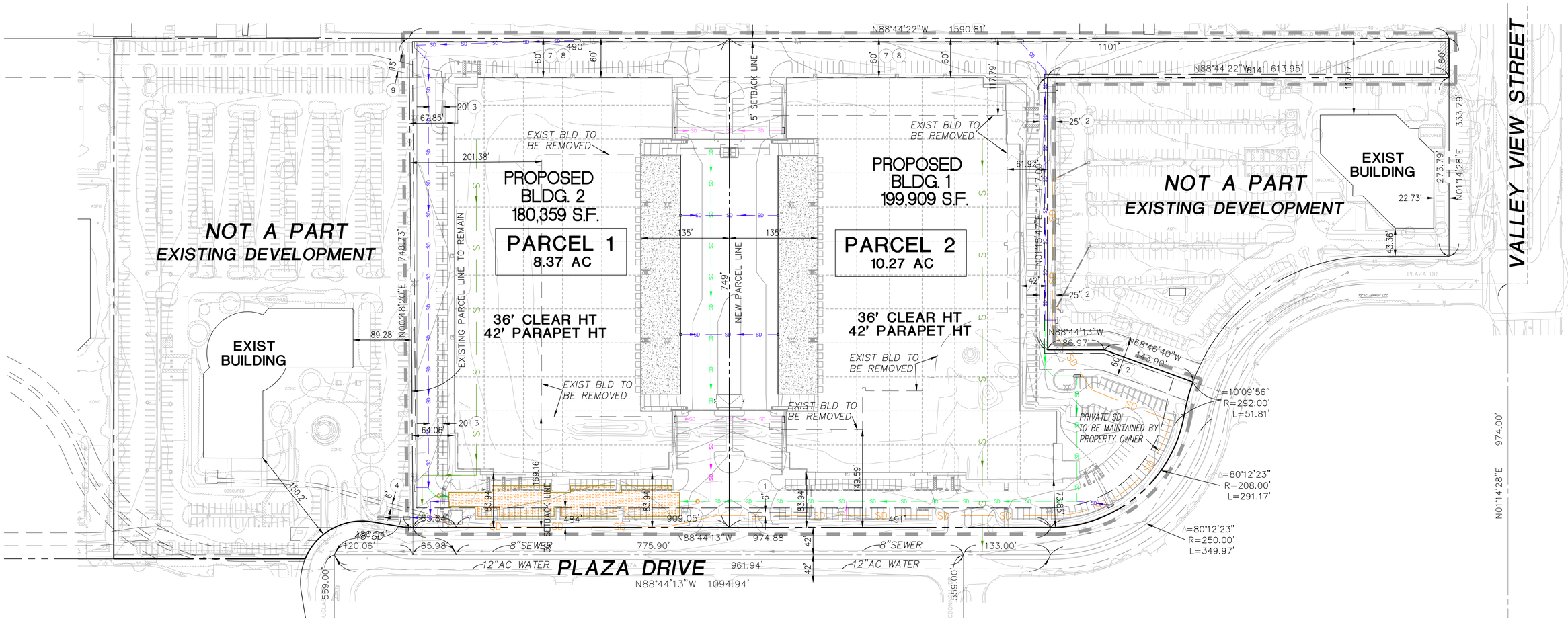
PLAZA DRIVE
LOOKING EAST – NTS

OWNER:	DEVELOPER:	PREPARED BY:
GLC CYPRESS, LLC 18201 VON KARMAN, STE 1170 IRVINE, CA 92612	GLC CYPRESS, LLC 18201 VON KARMAN, STE 1170 IRVINE, CA 92612	PBLA ENGINEERING, INC. 1809 E. DYER ROAD, #301 SANTA ANA, CA. 92705 STEVE LEVISEE R.C.E. 45926 PREPARATION DATE: Feb 02 2023

REGISTERED PROFESSIONAL ENGINEER · STEVEN D. LEVISEE · NO. 45926 EXP. 12-31-24 · CIVIL · STATE OF CALIFORNIA

JOB NO.
128-7
SHEET
1 of 2

TENTATIVE PARCEL MAP NO. 2023-101



EASEMENTS OF RECORD

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
   - GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY
   - PURPOSE: PUBLIC UTILITIES
   - RECORDING DATE: SEPTEMBER 20, 1984
   - RECORDING NO: AS INSTRUMENT NO. 1984-391696, OFFICIAL RECORDS

2. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: GRANT OF RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT
   - DATED: NOVEMBER 11, 1985
   - EXECUTED BY: MCDONNELL DOUGLAS REALTY COMPANY, A CALIFORNIA CORPORATION WHO ACQUIRED TITLE AS MDC REALTY COMPANY, A CALIFORNIA CORPORATION AND SHUWA INVESTMENTS CORPORATION, A CALIFORNIA CORPORATION
   - RECORDING DATE: FEBRUARY 11, 1986
   - RECORDING NO: AS INSTRUMENT NO. 1986-057178, OFFICIAL RECORDS

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:
   - PURPOSE: INGRESS AND EGRESS
   - RECORDING DATE: JULY 1, 1986
   - RECORDING NO: AS INSTRUMENT NO. 1986-280779, OFFICIAL RECORDS

4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
   - GRANTED TO: SOUTHERN CALIFORNIA EDISON
   - PURPOSE: ELECTRICAL FACILITIES AND APPURTENANCES
   - RECORDING DATE: JULY 9, 1990
   - RECORDING NO: AS INSTRUMENT NO. 1990-360215, OFFICIAL RECORDS

7. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: GRANT OF EASEMENT TO THE CITY OF CYPRESS
   - EXECUTED BY: LBA-VF III, LLC, A DELAWARE LIMITED LIABILITY COMPANY
   - RECORDING DATE: SEPTEMBER 7, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000-0466024, OFFICIAL RECORDS

8. MATTERS CONTAINED IN THAT CERTAIN DOCUMENT
   - ENTITLED: COVENANT AGREEMENT
   - EXECUTED BY: LBA-VF III, LLC, A DELAWARE CORPORATION
   - RECORDING DATE: SEPTEMBER 19, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000-0490225, OFFICIAL RECORDS

9. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
   - GRANTED TO: YAESU MUSEN USA, INC., A CALIFORNIA CORPORATION
   - PURPOSE: PUBLIC UTILITIES
   - RECORDING DATE: NOVEMBER 1, 2000
   - RECORDING NO: AS INSTRUMENT NO. 2000589710, OFFICIAL RECORDS

PROPOSED SEWER and WATER

- SD — 12" STORM DRAIN
- SD — 18" STORM DRAIN
- SD — 24" STORM DRAIN
- SD — 36" STORM DRAIN
- SD — 24" BYPASS STORM DRAIN
- S — 6" SEWER
- UNDERGROUND STORMWATER STORAGE (FOR WATER QUALITY COMPLIANCE)

LEGEND

- INDICATES NEW DEVELOPMENT SITE AREA
- EXIST BLD TO BE REMOVED
- MAP BOUNDARY

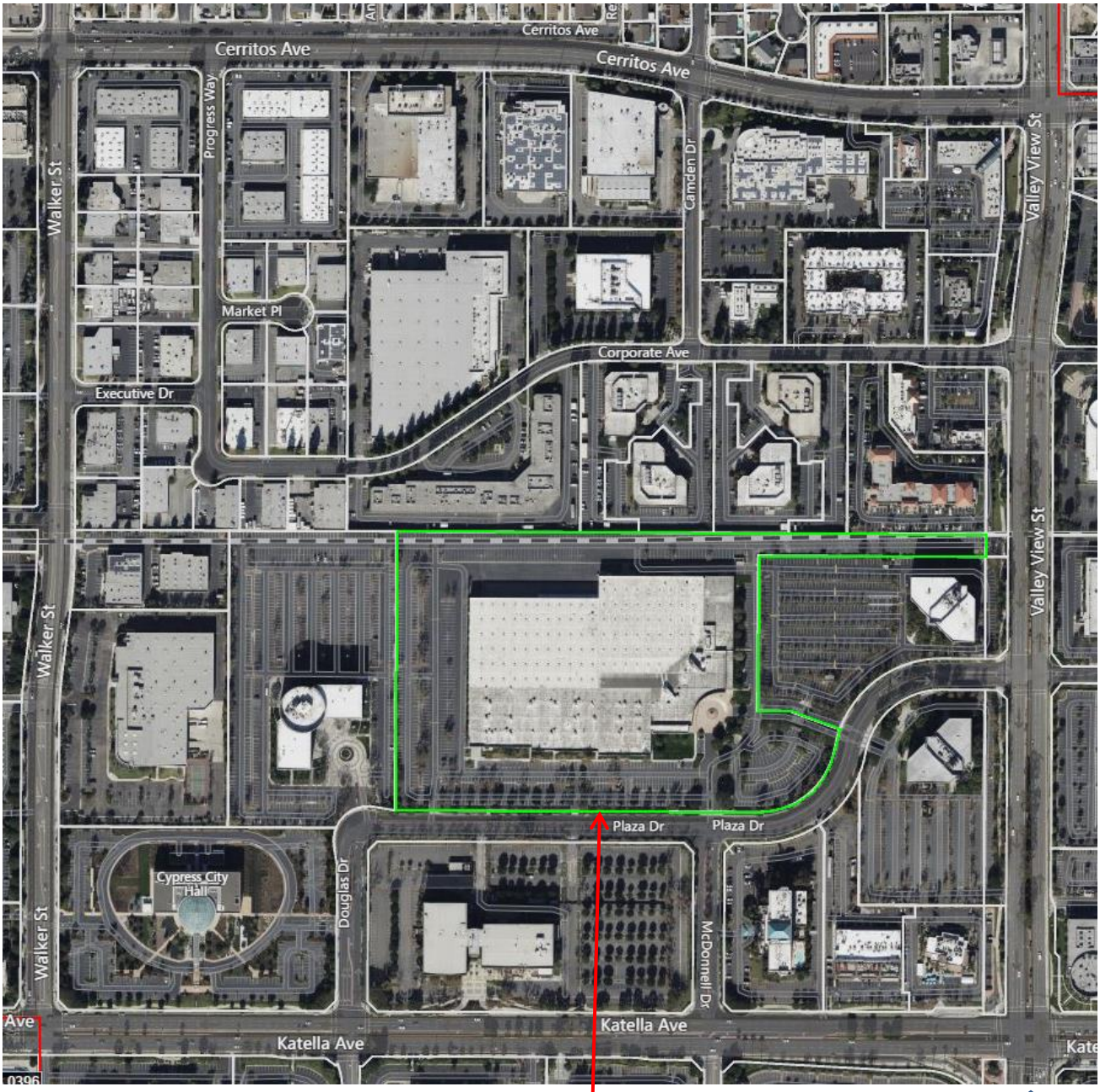
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

JOB NO.
128-7
SHEET
2 of 2

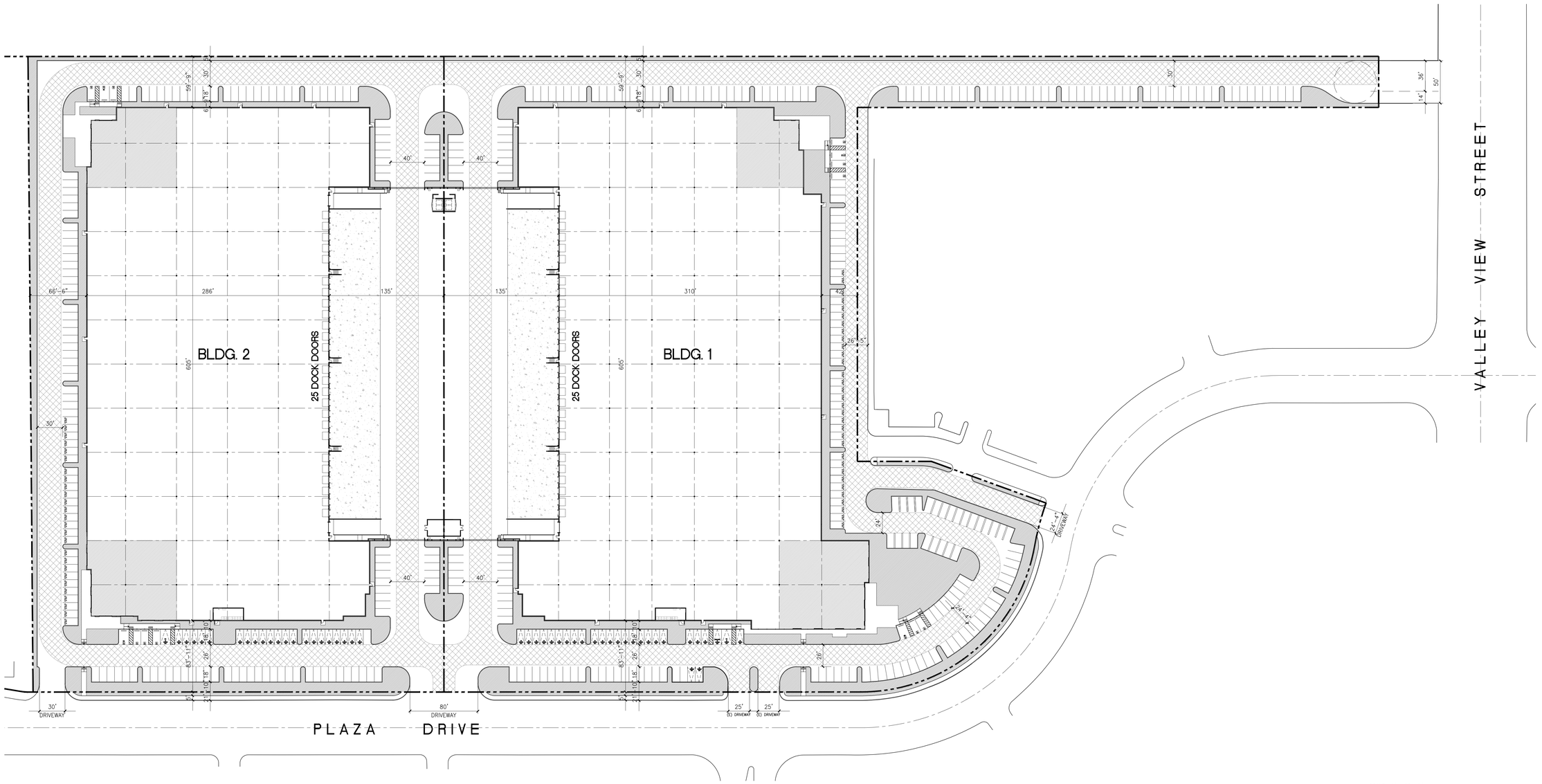
Site Plan Review No. 2022-05
&
Tentative Parcel Map No. 2023-101



PROJECT SITE
5757 Plaza Drive

N

VICINITY MAP



OVERALL SITE PLAN (A)
scale: 1"= 50'-0"

SCALE: 1"= 50'-0"
0 50' 100' 150'
TRUE NORTH

PROPERTY OWNER

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

ADDRESS OF THE PROPERTY

5757 PLAZA DRIVE, CYPRESS, CA

ASSESSOR'S PARCEL NUMBER

241-101-26

LEGAL DESCRIPTION

PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000-03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 20000453704, OF OFFICIAL RECORDS.
APN: 241-101-26

ZONING ORDINANCE FOR CITY

MCDONNELL SP I

APPLICANT

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

APPLICANT'S REPRESENTATIVE

HPA INC.
18831 BARDEEN AVE, STE#100
IRVINE, CA 92612
TEL. NO.: (949) 862-2161
CONTACT: ANDY WIYANTO

SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

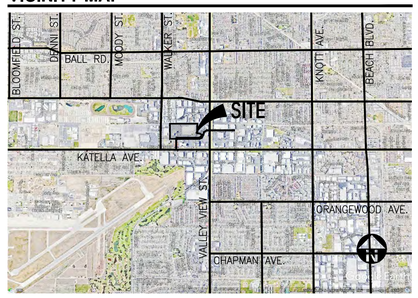
SITE PLAN GENERAL NOTES

- CONCRETE PAVING – RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9' X 18'
- ACCESSIBLE PARKING STALL, 9'X18+5'W ACCESSIBLE AISLE
- VAN ACCESSIBLE 12'X18'+5'W ACCESSIBLE AISLE
- EV PARKING
- CLEAN AIR/VANPOOL/EV (PROVIDE CONDUIT FOR FUTURE EV CHARGING) STALL (9' X 18')
- EV AMBULATORY PARKING STALL (10' X 18')
- LIGHT STANDARD
- 26' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

PROJECT DATA

	BLDG.1	BLDG.2	TOTAL
SITE AREA			
In s.f.	447,173	364,548	811,721 s.f.
In acres	10.27	8.37	18.63 ac
BUILDING AREA			
Office 1st Floor	5,000	5,000	10,000 s.f.
Office 2nd Floor	5,000	5,000	10,000 s.f.
Warehouse	194,909	175,359	370,268 s.f.
TOTAL	204,909	185,359	390,268 s.f.
COVERAGE	45.8%	50.8%	48.1%
AUTO PARKING REQUIRED			
Office: 1/250 s.f.	40	40	80 stalls
Whse: 1/1,000 s.f.	195	175	370 stalls
TOTAL	235	215	450 stalls
AUTO PARKING PROVIDED			
Standard (9' x 18')	214	125	339 stalls
ADA Standard (9' x 18')	5	5	10 stalls
ADA VAN (12' x 18')	2	2	4 stalls
Clean Air Van Pool / EV (9'x18')	32	26	58 stalls
Future EV Charging Std. (9'x18')	24	20	44 stalls
ADA EV Charging Std. (9'x18')	1	1	2 stalls
ADA EV Charging Van (12'x18')	1	1	2 stalls
ADA EV Charging Ambulatory (10'x18')	1	0	1 stalls
TOTAL	280	180	460 stalls
ZONING ORDINANCE FOR CITY			
Zoning Designation -Mc Donnell Center(PC-3)			
MAXIMUM BUILDING HEIGHT ALLOWED			
Height - 99'			
MAXIMUM FLOOR AREA RATIO			
FAR- 70%			
SETBACKS			
Building	Landscape		
Front - 30'	10'		
Rear - 5'	5'		

VICINITY MAP



OFFICIAL USE ONLY

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT
YONG NAM
C-29451
3-31-23
RENEWAL DATE
STATE OF CALIFORNIA

Owner:

Goodman

Project:

Goodman Commerce Center

Consultants:

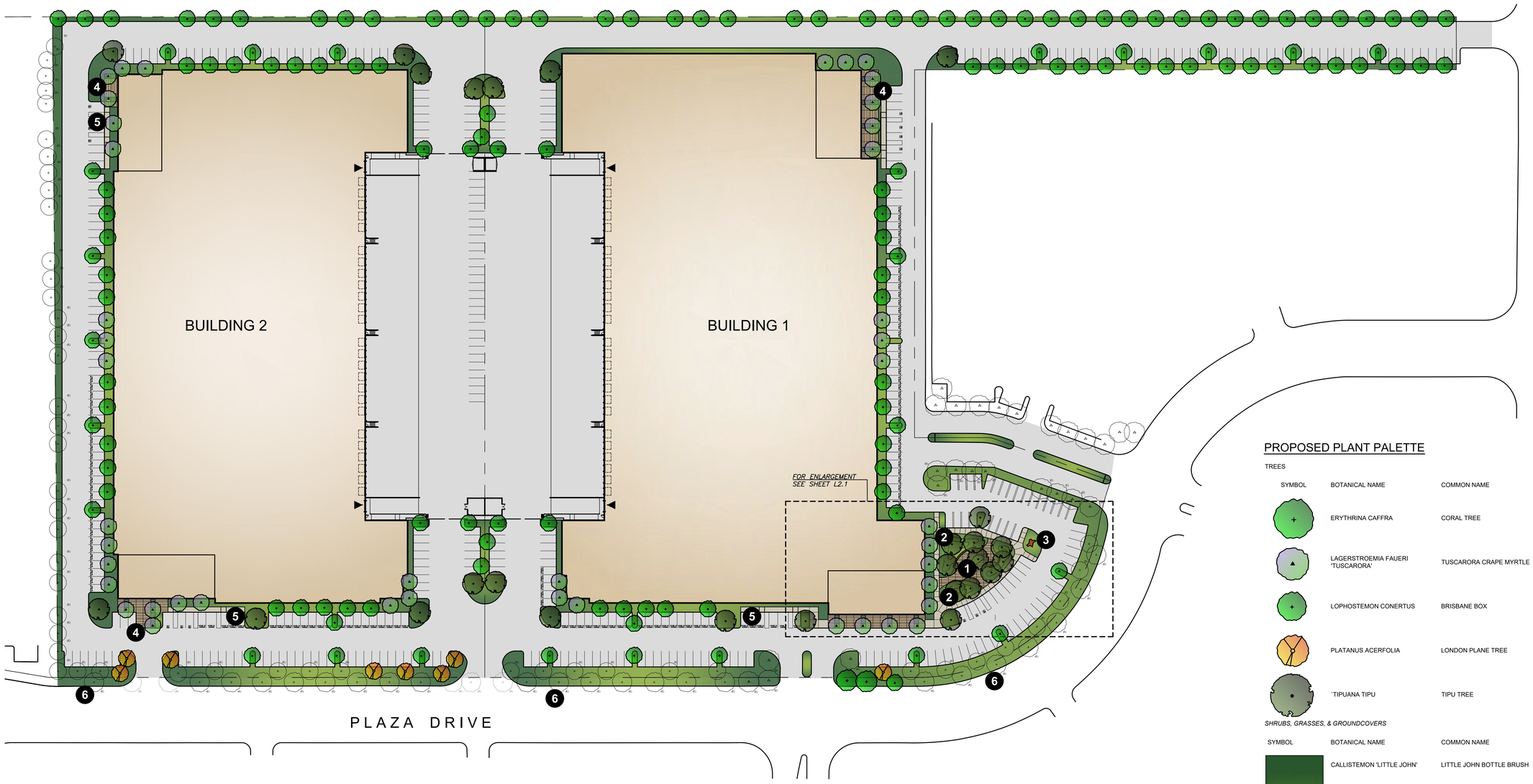
CIVIL
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE
FIRE PROTECTION
SOILS ENGINEER

Title: MASTER SITE PLAN

Project Number: 21196
Drawn by: AW
Date: 07/01/22
Revision:

Sheet:

0-DAB-A1.0



LEGEND

1. OUTDOOR SEATING AREA W/ ENHANCED CONCRETE PAVING
2. SPECIMEN TREES IN MOUNDED LANDSCAPE AREAS
3. PUBLIC ART - SCULPTURE TO BE VISIBLE UPON ENTRY TO SITE
4. ENHANCED PAVING AT BUILDING ENTRY
5. CONCRETE WALKWAYS
6. EXISTING TREES TO BE PROTECTED IN PLACE

EXISTING PLANT SCHEDULE

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	COMMENTS
+	PLATANUS ACERFOLIA	LONDON PLANE	DECIDUOUS CANOPY
⁂	ERYTHRINA CAFFRA	CORAL	MULTI TRUNK ACCENT
+	LOPHOSTEMON CONFERTUS	BRISBANE BOX	EVERGREEN CANOPY

NOTE: THE LETTER (E) NEXT TO A TREE SYMBOL INDICATES AN EXISTING TREE TO BE PROTECTED IN PLACE. THE LETTER (R) INDICATES AN EXISTING TREE TO BE REMOVED FROM SITE.

PROPOSED PLANT PALETTE

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE / FORM	HT. X SPRD. X CAL. (MIN.)	WATER USE	DESCRIPTION
+	ERYTHRINA CAFFRA	CORAL TREE	36" BOX	12' H X 5' W	L	MULT ITRUNK ACCENT
▲	LAGERSTROEMIA FAUERI 'TUSCARORA'	TUSCARORA CRAPE MYRTLE	24" BOX STD.	8'H X 5'W X 4"C	M	FLOWERING TREE
+	LOPHOSTEMON CONERTUS	BRISBANE BOX	24" BOX STD.	8'H X 5'W	L	EVERGREEN CANOPY
◔	PLATANUS ACERFOLIA	LONDON PLANE TREE	24" BOX	8'H X 5'W	M	DECIDUOUS CANOPY
⁂	`TIPUANA TIPU	TIPU TREE	36" BOX STD.	14' H X 6'W	M	SEMIDECIDUOUS BROAD CANOPY

SHRUBS, GRASSES, & GROUNDCOVERS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	WATER USE	DESCRIPTION
	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN BOTTLE BRUSH	5 GAL.	36" O.C.	L	MIDGROUND FLOWERING SHRUB
	CARISSA M. 'GREEN CARPET'	DWARF NATAL PLUM	1 GAL.	30" O.C.	L	EVERGREEN LOW SHRUB
	CAREX DIVULSA	BERKELEY SEDGE	1 GAL.	24" O.C.	L	ORNAMENTAL GRASS
	DIANELLA 'LITTLE REV'	LITTLE REV FLAX LILY	1 GAL.	24" O.C.	L	UPRIGHT ACCENT
	DIANELLA T. 'VARIEGATA'	VARIEGATED FLAX LILY	5 GAL.	36" O.C.	M	UPRIGHT ACCENT
	HESPERALOE 'BRAKE LIGHTS'	BRAKE LIGHTS YUCCA	5 GAL.	36" O.C.	L	UPRIGHT ACCENT
	LANTANA MONTEVIDENSIS	PURPLE LANTANA	5 GAL.	36" O.C.	L	FLOWERING SHRUB
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	5 GAL.	36" O.C.	L	FLOWERING LOW SHRUB
	MUHLENBERGIA 'EL TORO'	BULL RUSH	1 GAL.	36" O.C.	L	ORNAMENTAL GRASS
	OLEA 'MONTRA'	LITTLE OLLIE	5 GAL.	48" O.C.	L	LARGE SHRUB
	RHAPHIOLEPIS INDICA 'CLARA'	INDIAN HAWTHORN	5 GAL.	36" O.C.	L	EVERGREEN SHRUB
	WESTRINGIA 'WYNYABBIE GEM'	COAST ROSEMARY	5 GAL.	36" O.C.	L	EVERGREEN HEDGE

WATER USE KEY:
VL = VERY LOW WATER USE, L = LOW WATER USE, M = MODERATE WATER USE, H = HIGH WATER USE. WATER USE STATED IS PER 'WATER USE CLASSIFICATION OF LANDSCAPE SPECIES' (ALSO REFERRED TO AS WUCOLS IV) FOR THE CITY OF CYPRESS.

north

1" = 50'
0 50 100 150

HPA architecture
RLA
8841 RESEARCH DR
SUITE 200
IRVINE • CA 92618
949.387.1323
RIDGELA.COM

Goodman

Preliminary Landscape Plan

Plaza Dr

Cypress, CA

18831 Bardeen Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.hparchs.com

November 18th, 2021 / Job #21196

L1.1



PLAZA DRIVE ELEVATION - SOUTH ELEVATION



EAST ELEVATION

HPA architecture
RLA
8841 RESEARCH DR
SUITE 200
IRVINE • CA 92618
949.387.1323
RIDGELA.COM

Landscape Elevations

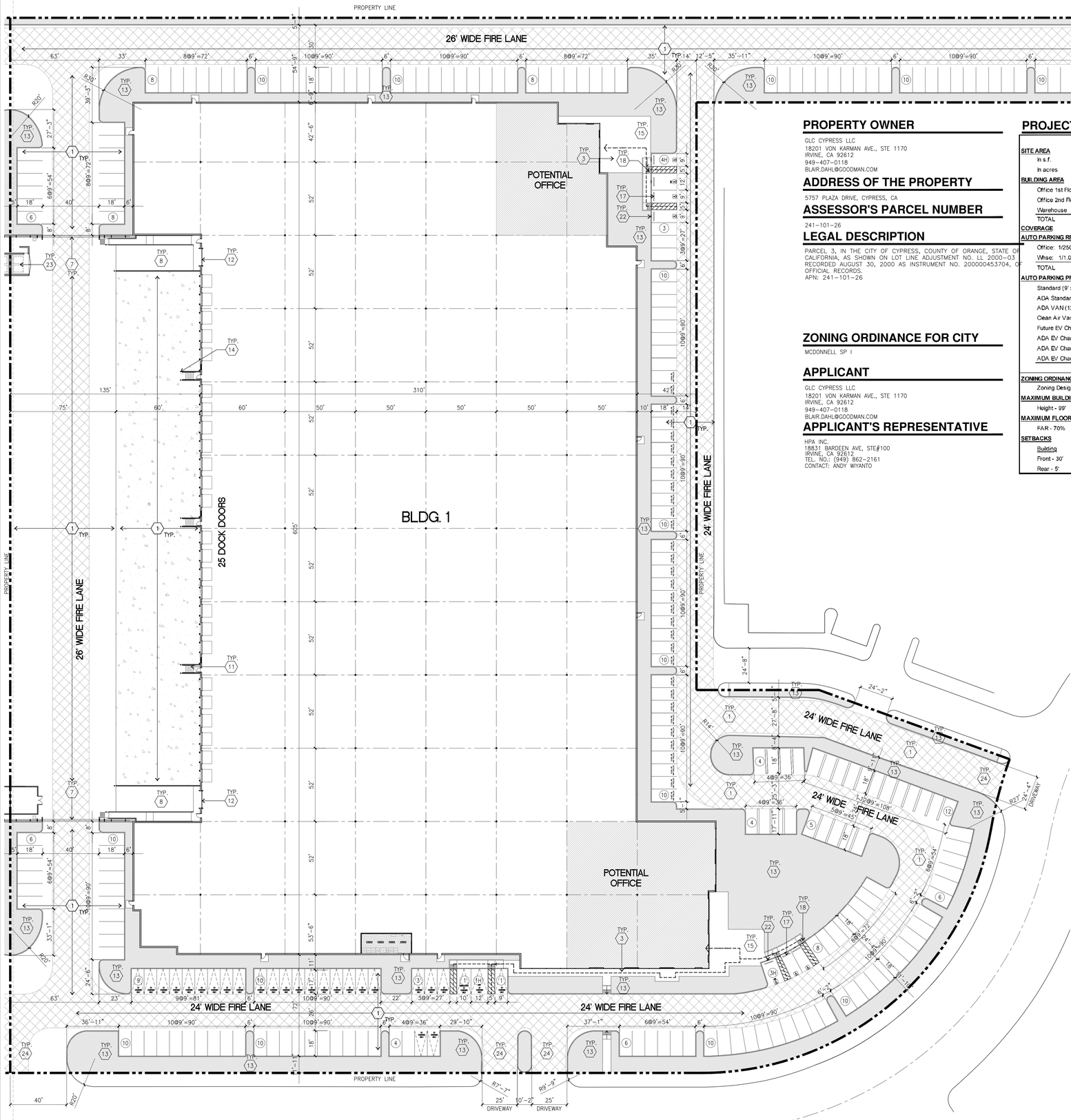
Plaza Dr

Cypress, CA

18831 Bardeen Ave. - Ste. #100
Irvine, CA 92612
(949) 863-1770
www.hparchs.com

November 18th, 2021 / Job #21196

L3.1



PROPERTY OWNER

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

ADDRESS OF THE PROPERTY

5757 PLAZA DRIVE, CYPRESS, CA

ASSESSOR'S PARCEL NUMBER

241-101-26

LEGAL DESCRIPTION

PARCEL 3, IN THE CITY OF CYPRESS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON LOT LINE ADJUSTMENT NO. LL 2000-03 RECORDED AUGUST 30, 2000 AS INSTRUMENT NO. 20000453704, OF OFFICIAL RECORDS.
APN: 241-101-26

ZONING ORDINANCE FOR CITY

MCDONNELL SP I

APPLICANT

GLC CYPRESS LLC
18201 VON KARMAN AVE., STE 1170
IRVINE, CA 92612
949-407-0118
BLAIR.DAHL@GOODMAN.COM

APPLICANT'S REPRESENTATIVE

HPA INC.
18831 BARDEEN AVE, STE#100
IRVINE, CA 92612
TEL. NO.: (949) 862-2161
CONTACT: ANDY WIYANTO

PROJECT DATA

	BLDG.1	BLDG.2	TOTAL
SITE AREA			
In s.f.	447,173	364,548	811,721 s.f.
In acres	10.27	8.37	18.63 ac
BUILDING AREA			
Office 1st Floor	5,000	5,000	10,000 s.f.
Office 2nd Floor	5,000	5,000	10,000 s.f.
Warehouse	194,909	175,359	370,268 s.f.
TOTAL	204,909	185,359	390,268 s.f.
COVERAGE	45.8%	50.8%	48.1%
AUTO PARKING REQUIRED			
Office: 1/250 s.f.	40	40	80 stalls
Whse: 1/1,000 s.f.	195	175	370 stalls
TOTAL	235	215	450 stalls
AUTO PARKING PROVIDED			
Standard (9' x 18')	204	125	329 stalls
ADA Standard (9' x 18')	5	5	10 stalls
ADA VAN (12' x 18')	2	2	4 stalls
Clean Air Van Pool / EV (9'x18')	32	26	58 stalls
Future EV Charging Std. (9'x18')	24	20	44 stalls
ADA EV Charging Std. (9'x18')	1	1	2 stalls
ADA EV Charging Van (12'x18')	1	1	2 stalls
ADA EV Charging Ambulatory (10'x18')	1	0	1 stalls
	270	180	450 stalls

ZONING ORDINANCE FOR CITY
Zoning Designation -Mc Donnell Center(PC-3)

MAXIMUM BUILDING HEIGHT ALLOWED
Height - 99'

MAXIMUM FLOOR AREA RATIO
FAR - 70%

SETBACKS

Building	Landscape
Front - 30'	10'
Rear - 5'	5'

VICINITY MAP



SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONCRETE PAVEMENT
2. FUTURE POLE SIGN TBD.
3. CONCRETE WALKWAY, MEDIUM BROOM FINISH
4. 14'-6" HIGH CONCRETE TILT UP SCREEN WALL WITH 16'-0" HIGH PILASTER.
5. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY AS REQ. BY CITY INSPECTOR.
6. PROPOSE TRANSORMER LOCATION.
7. 8'-0" HIGH METAL GATES W/ KNOX-BOX PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY. CONTRACTOR TO DESIGN & DETAIL GATES. DRAWINGS AND CALCULATIONS PRIOR TO FABRICATION. PROVIDE CONDUIT FOR FUTURE.
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9. BIKE RACK TYPICAL.
10. FIRE HYDRANT W/ CONC. FILLED STEEL GUARD POST
11. EXTERIOR CONCRETE STAIR.
12. 12'W X 14H' OVERHEAD DOOR @ DRIVE THRU.
13. ALL LANDSCAPE AREAS INDICATED BY SHADING
14. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
15. ENHANCED HARDSCAPE - PAVING FINISH A (VEHICULAR)
    1. SEE CIVIL PLANS WHERE CONCRETE CURBS OCCUR. BANDS TO BE SEPARATED FROM CURB WITH EXPANSION JOINT.
    2. PERIMETER BAND WITH TOLLED JOINTS"
    3. INTERIOR ACCENT PAVING
    3.1. PROVIDE TOOLED CONTROL JOINTS AT 48" O.C, AT 45 DEGREES EACH DIRECTION.
    3.2. CENTER OVERALL PATTERN WITHIN PERIMETER BAND
    SUCH THAT THERE ARE NOT SMALL TRIANGLE PIECES WITH SIDES LESS THAN 3" LONG.
16. TRASH COMPACTOR PROVIDED BY OWNER
17. PRE-CAST CONC. WHEEL STOP.
18. TRUNCATED DOME.
19. GRADE LEVEL EXIT DOOR CONNECTED TO PATH OF TRAVEL
20. 8'-0" HIGH BLACK PAINTED METAL TUBULAR FENCE
21. ACCESSIBLE ENTRY SIGN.
22. ACCESSIBLE PARKING STALL SIGN
23. TRASH ENCLOSURE
24. ENHANCED CONCRETE PAVING
25. PAINTING STRIPS
26. EMPLOYEE PATIO BREAK AREA
27. 10'-0" HIGH CONCRETE TILT UP SCREEN WALL

SITE PLAN GENERAL NOTES

1. ALL LIGHTING SHALL CONFORM WITH MUNICIPAL STANDARDS.
2. SEE CIVIL AND STRUCTURAL FOR SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. REFER TO CIVIL PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES. DETAILS ON SHEET AD.1 ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. REFER TO CIVIL DWGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. REFER TO CIVIL DRAWINGS.
8. CONTRACTOR TO REFER TO CIVIL DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. REFER TO CIVIL DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. ALL SIGNAGE SHALL CONFORM WITH THE MUNICIPAL STANDARD.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. SITE PLAN SHALL MEET ALL ENGINEERING AND NPDES REQUIREMENT.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. ALL VERTICAL MOUNTING POLES OF CHAIN LINK FENCING SHALL BE CAPPED.
19. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB

SITE PLAN GENERAL NOTES

- CONCRETE PAVING - RE: CIVIL DRAWINGS THICKNESS
- STANDARD PARKING STALL 9' X 18'
- ACCESSIBLE PARKING STALL, 9'X18'+5'W ACCESSIBLE AISLE
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- EV AMBULATORY PARKING STALL (10' X 18")
- LIGHT STANDARD
- 26' WIDE FIRE LANE. PROVIDE RED CURBS AND SIGNAGE PER FIRE DEPT REQUIREMENT

OVERALL SITE PLAN
scale: 1"= 30'-0" (A)

SCALE: 1"= 30'-0"
0 30' 60' 90'
TRUE NORTH

OFFICIAL USE ONLY

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT YONG NAM C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Owner:
Goodman

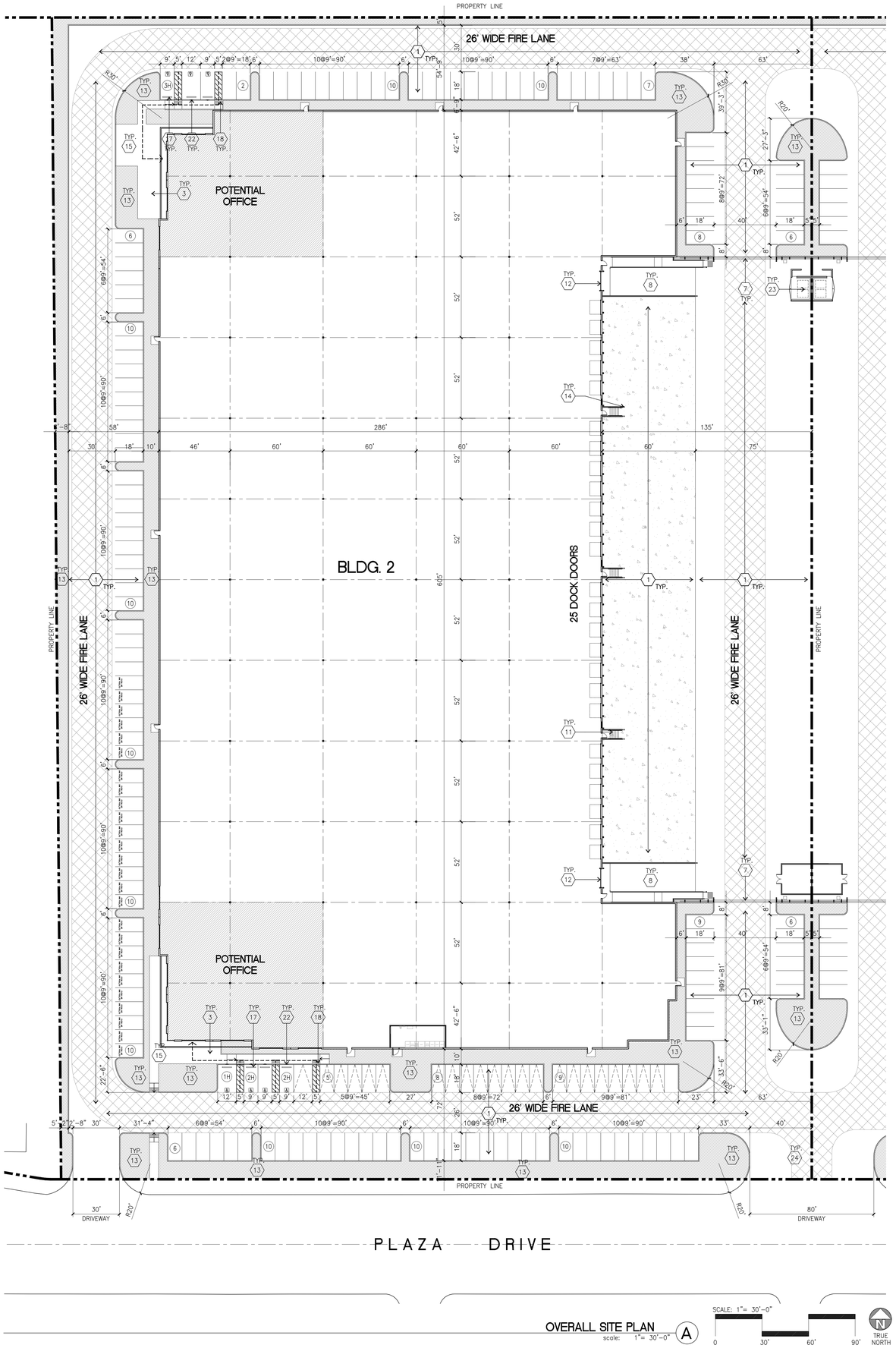
Project:
Goodman Commerce Center

Consultants:
CIVIL
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE
FIRE PROTECTION
SOILS ENGINEER

Title: OVERALL SITE PLAN

Project Number: 21196
Drawn by: AW
Date: 07/01/22
Revision:

Sheet:
1-DAB-A1.1



OVERALL SITE PLAN
scale: 1"= 30'-0"

SCALE: 1"= 30'-0"
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MCDONNELL SP I

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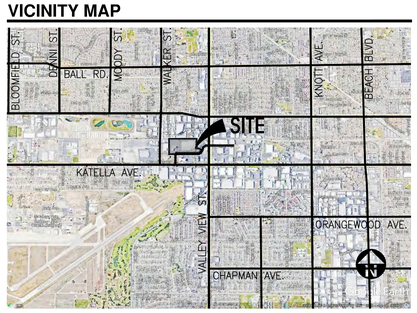
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VICINITY MAP



OFFICIAL USE ONLY

HPA architecture
hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

LICENSED ARCHITECT VONG NAM C-29451 3-31-23 RENEWAL DATE STATE OF CALIFORNIA

Owner:
Goodman

Project:
Goodman Commerce Center

Consultants:
CIVIL
STRUCTURAL
MECHANICAL
PLUMBING
ELECTRICAL
LANDSCAPE
FIRE PROTECTION
SOILS ENGINEER

Title: OVERALL SITE PLAN

Project Number: 21196
Drawn by: AW
Date: 07/01/22
Revision:

Sheet:
2-DAB-A1.1



NORTH ELEVATION



WEST ELEVATION



PLAZA DRIVE ELEVATION - SOUTH ELEVATION



EAST ELEVATION

JOB NO. 21196.00

HPA architecture

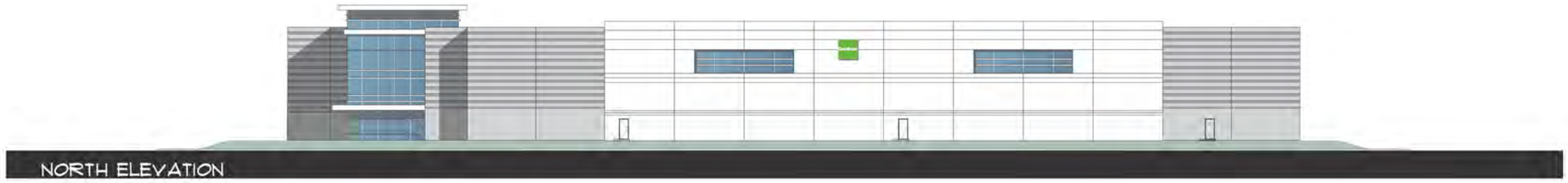
11.16.2021

BUILDING 1 ELEVATIONS - 36' CLEAR

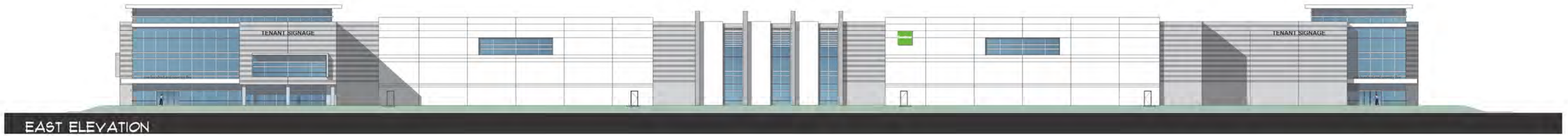
PLAZA DRIVE

CYPRESS, CALIFORNIA

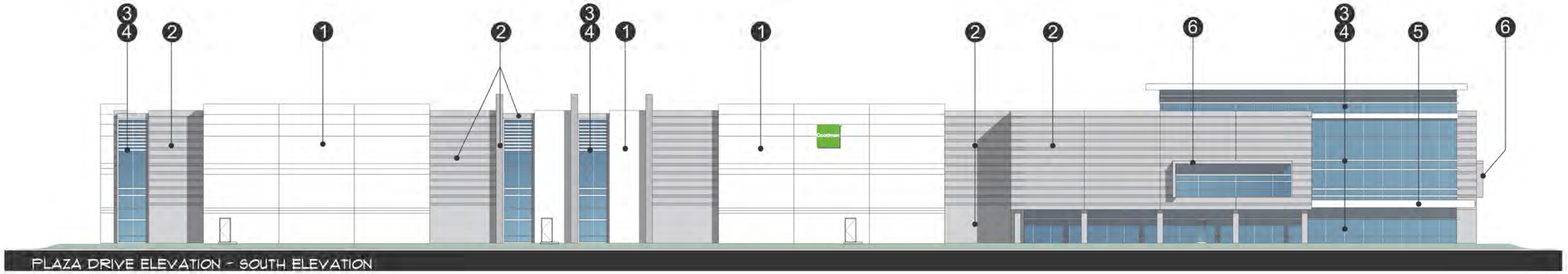
Goodman



NORTH ELEVATION



EAST ELEVATION



PLAZA DRIVE ELEVATION - SOUTH ELEVATION

1 Sherwin Williams
SW 7005
Pure White

2 Sherwin Williams
SW 7071
Gray Screen

3 Clear Anodized
MULLIONS

4 Blue Reflective
GLAZING

5 Sherwin Williams
Acrylic Latex Systems
High Gloss/High performance
in color: SW 7005 Pure White
@ Metal CANOPY

6 Sherwin Williams
Pro-Industrial, Waterbased
B53-1150 Semi-Gloss
SW 7071 Gray Screen
@ metal L-Frame Surround Canopy

JOB NO. 21196.00

HPA architecture

11.15.2021

BUILDING 1 ELEVATIONS & MATERIAL BOARD - 36' CLEAR

PLAZA DRIVE

CYPRESS, CALIFORNIA

Goodman

MEMORANDUM

URBAN | CROSSROADS

DATE: March 22, 2023
TO: Blair Dahl, Goodman
FROM: Charlene So, Urban Crossroads, Inc.
JOB NO: 14915-07 TG Memo



GOODMAN COMMERCE CENTER TRUCK TRAFFIC GENERATION

Urban Crossroads, Inc. is pleased to provide the following Truck Traffic Generation summary for the Goodman Commerce Center development (**Project**), which is located at 5757 Plaza Drive (Assessor's Parcel Number: 241-101-26) in the City of Cypress. The following memo focuses on the truck traffic generation and distribution as evaluated in the Goodman Commerce Center Traffic Analysis (February 9, 2023, referred to as **2023 Traffic Study**).

TRUCK TRIP GENERATION COMPARISON

A trip generation comparison is included in the 2023 Traffic Study of the existing office/warehouse use and the proposed Project. Specifically, the existing use consists of 88,020 square feet of general office use and 248,623 square feet of warehousing use. Full occupancy of the existing use would result in 1,382 two-way trips per day of which 954 trips are associated with the general office use. The total 4+-axle trucks (tractor plus trailer) are 94 trips per day with 3 to 4 4+-axle trucks during the peak hours (see Table 1).

TABLE 1: EXISTING TRIP GENERATION SUMMARY

			AM Peak Hour			PM Peak Hour			
Land Use	Quantity	Units[1]	In	Out	Total	In	Out	Total	Daily
Actual Vehicles:									
Warehousing	248.623	TSF							
Passenger Cars:			30	7	37	9	29	38	276
2-axle Trucks:			0	0	0	1	0	1	26
3-axle Trucks:			0	1	1	1	1	2	32
4+-axle Trucks:			2	1	3	2	2	4	94
Total Truck Trips (Actual Vehicles):			2	2	4	4	3	7	152
Total Trips (Actual Vehicles)[2]			32	9	41	13	32	45	428
General Office	88.020	TSF	118	16	134	22	105	127	954
Passenger Cars, 2-axle & 3-axle Trucks			148	24	172	33	135	168	1,288
4+-axle Trucks			2	1	3	2	2	4	94
Total Trips (Actual Vehicles)[2]			**150**	**25**	**175**	**35**	**137**	**172**	**1,382**

[1] TSF = Thousand Square Feet

[2] Total = Passenger Cars + Trucks

The proposed Project generates 692 trips per day of which there are 108 4+-axle truck trips per day with 5 and 6 4+-axle trucks during the peak hours (see Table 2).

TABLE 2: PROPOSED PROJECT TRIP GENERATION SUMMARY

			AM Peak Hour			PM Peak Hour			
Land Use	Quantity	Units[1]	In	Out	Total	In	Out	Total	Daily
Actual Vehicles:									
High-Cube Transload	195.134	TSF							
Passenger Cars:			10	2	12	4	13	17	230
2-axle Trucks:			0	0	0	0	0	0	8
3-axle Trucks:			0	0	0	0	0	0	10
4+-axle Trucks:			1	1	2	1	1	2	28
Total Truck Trips (Actual Vehicles):			1	1	2	1	1	2	46
Total Trips (Actual Vehicles)[2]			11	3	14	5	14	19	276
High-Cube Cold Storage	195.134	TSF							
Passenger Cars:			15	1	16	4	14	18	268
2-axle Trucks:			1	1	2	1	1	2	52
3-axle Trucks:			0	0	0	0	0	0	16
4+-axle Trucks:			1	2	3	2	2	4	80
Total Truck Trips (Actual Vehicles):			2	3	5	3	3	6	148
Total Trips (Actual Vehicles)[2]			17	4	21	7	17	24	416
Passenger Cars, 2-axle & 3-axle Trucks			26	4	30	9	28	37	584
4+-axle Trucks			2	3	5	3	3	6	108
Total Trips (Actual Vehicles)[2]			**28**	**7**	**35**	**12**	**31**	**43**	**692**

[1] TSF = Thousand Square Feet

[2] Total = Passenger Cars + Trucks

Although the proposed Project is larger in total square footage (390,260 square feet) than the existing use (336,643 square feet), the existing general office use is a higher trip generator than industrial uses which results in a net reduction in overall vehicle trips for the proposed Project (see Table 3). The net reduction is attributable to the decrease in passenger cars associated with the elimination of the general office use; however, the truck traffic is anticipated to increase with the proposed Project by 14 4+-axle trucks per day.

TABLE 3: TRIP GENERATION COMPARISON

Land Use	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Proposed Project							
Passenger Cars, 2-axle & 3-axle Trucks:	26	4	30	9	28	37	584
4+-axle Truck Trips:	2	3	5	3	3	6	108
Total Trips	**28**	**7**	**35**	**12**	**31**	**43**	**692**
Fully Occupied Existing Use							
Passenger Cars, 2-axle & 3-axle Trucks:	148	24	172	33	135	168	1,288
4+-axle Truck Trips:	2	1	3	2	2	4	94
Total Trips	**150**	**25**	**175**	**35**	**137**	**172**	**1,382**
Variance							
Passenger Cars, 2-axle & 3-axle Trucks:	-122	-20	-142	-24	-107	-131	-704
4+-axle Truck Trips:	0	2	2	1	1	2	14
Total Trips	**-122**	**-18**	**-140**	**-23**	**-106**	**-129**	**-690**

DISTRIBTUION OF TRUCKS

The truck distribution evaluated in the 2023 Traffic Study has 70% of the 4+-axle trucks going out to Valley View Street from Plaza Drive with 25% going northbound on Valley View Street and 45% going southbound on Valley View Street. Of the 45% going southbound on Valley View Street, 15% will go eastbound on Katella Avenue and 30% will continue southbound on Valley View Street.

TRUCK TRIP ASSIGNMENT

Based on the distribution and trip generation, there would be approximately 3 net new 4+-axle trucks per day on Valley View Street north of Plaza Drive with 7 south of Plaza Drive. There are currently 300 4+-axle trucks on Valley View Street under existing conditions, north of Plaza Drive (per an August 2022 roadway segment count).

The peak hour 4+-axle truck trips are nominal because there is only a net increase of 2 trucks with the proposed Project. Assuming the trucks travel east to Valley View Street via Plaza Drive, this equates to only 1 net new 4+-axle truck northbound and 1 southbound on Valley View Street during the peak hours. Based on traffic count at the intersection of Valley View Street and Plaza Drive from August 2022, there are approximately 15 to 20 4+-axle trucks traveling on Valley View Street during the peak hours under existing conditions.

If you have any questions or comments, I can be reached at cso@urbanxroads.com.

MARK ARMBRUSTER
T: 310.209.8800
E: Mark@AGD-Landuse.com

March 20, 2023

BY EMAIL

Ms. Alicia Velasco
Director of Planning
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Avelasco@cypressca.org

Re: Goodman Commerce Center, 5757 Plaza Drive

Dear Ms. Velasco:

We represent Cypress Land Company (CLC) who you know has owned, developed, and operated many of the Business Park properties for several decades. As such, CLC greatly cares about maintaining high quality of ownership and projects in the Business Park.

We understand that GLC Cypress, LLC has proposed to redevelop the property at 5757 Plaza Drive, known as the Goodman Commerce Center. The current buildings on the property have remained vacant for about two years because they don't meet the needs of potential tenants in the Business Park. Having buildings lay vacant for such an extended time is not good for the health and vitality of the Business Park.

We have reviewed the proposed plans and conditions of approval and, on behalf of CLC, are sending this letter of support for the proposed Goodman Commerce Center

Very truly yours,

Mark Armbruster

Cc: Matt Doss
Blair Dahl, blair.dahl@goodman.com

March 21, 2023

CYPRESS
Chamber of Commerce

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Dear Mayor Hertz-Mallari, Cypress Council Members, and Staff:

The Cypress Chamber of Commerce is proud to represent the city of Cypress' amazing business community. Our members have deeply rooted investments in this city and we all want to see the Cypress business community thrive. As we have seen a change in the office park community of Cypress, it is more important than ever to support and empower property owners who look to modernize their properties and bring in new and exciting tenants.

The redevelopment of 5757 Plaza Drive is a prime example. It provides a unique opportunity for the growth of commerce in our city. Goodman will be investing more than $150m to replace a functionally obsolete building with two Class-A industrial buildings. The modern Goodman facility is practically guaranteed to entice new companies in relocate to our city. Goodman has a proven track record of creating market-leading projects that elevate their surrounding neighbors. Our understanding is this proposed redevelopment is consistent with the city's specific plan for the area and is a by-right development. The Chamber requests that you support this project which may encourage other property owners to also make this kind of significant investment in our community.

Goodman has been, and will continue to be, an active Cypress Chamber member. Goodman is a global company with many world class companies as customers. They are long-term investors plan to and remain part of our community. This redevelopment will bring new permanent jobs to the city and continue the tradition of excellence within the Cypress industrial community.

The redevelopment of 5757 Plaza Drive will positively contribute to the existing commercial base in the City of Cypress. The members of the board are pleased to offer our full support to this important development opportunity for the City of Cypress.

Sincerely,

Mariellen Yarc, Chair
The Cypress Chamber of Commerce Board of Directors

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MAR 2 2 2023
CITY CLERKS OFFICE

GARRETT
STIEPEL RYDER LLP

Allyssa J. Holcomb

Direct Dial No.
(714) 384-4313

Email Address
aholcomb@garrettllp.com

April 10, 2023

VIA EMAIL (cityclerk@cypressca.org)

City Council of the City of Cypress
c/o City Clerk for the City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Goodman Commerce Center - 5757 Plaza Drive, Cypress, California ("Project")

Dear City Council Members:

This firm represents Warland Investments Company and affiliated entities (collectively, "**Warland**"). Enclosed is a comment letter regarding the above-referenced Project. Warland is an interested party by virtue of owning several buildings within a few blocks of the Project, including two buildings located at Plaza Dr./Chip Ave. & Valley View St.

For your convenience, below is a high-level bulleted summary of the concerns outlined in the enclosed letter:

- The Initial Study / Mitigated Negative Declaration for the Project was made available for a 20-day public review period from 2/6/23 – 2/27/23, but (a) Warland did not receive notice of the Project until after such period expired, (b) the traffic study that was made available to the public during such period contained erroneous information regarding daily truck trips, and (c) a corrected traffic study was not readily available to the public (including Warland) during such period, rendering the disclosures within it inadequate under CEQA.
- The Project will create a nearly 30% increase in daily truck trips over the current facility, leading to significant noise, air pollution and safety hazards impacting (i) three high-end office buildings located at Plaza Dr. & Valley View St., where 70% of trucks will be routed, and (ii) a large residential area located south on Valley View St. where 30% of trucks will be routed.
- The Project facilities are well suited for smaller scale third party logistics ("**3PL**") uses, which could further increase truck traffic, exacerbating the impacts to office and residential areas.
- To address these issues, Warland requests that (1) a new traffic study be performed by an independent third party to confirm the results of the revised traffic study (at a minimum, a new notice period must be established under CEQA to allow for public review of the updated traffic study), (2) designated heavy truck routes be established to minimize potential impacts to nearby office buildings and residential areas (specifically, heavy trucks should enter and exit the Project via Douglas Dr. to Katella Ave. to the 605), and (3) any 3PL uses of the Project be restricted.

Regards,

Allyssa J. Holcomb /KN

Allyssa J. Holcomb

Enc.

GARRETT
STIEPEL RYDER LLP

Allyssa J. Holcomb
Direct Dial No.
(714) 384-4313
Email Address
aholcomb@garrettllp.com

April 10, 2023

VIA EMAIL (cityclerk@cypressca.org**)**

City Council of the City of Cypress
c/o City Clerk for the City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Goodman Commerce Center
5757 Plaza Drive
Cypress, California

Dear City Council Members:

This firm represents Warland Investments Company and affiliated entities (collectively, "**Warland**"), which is one of the largest landowners in the City of Cypress ("**City**"). Warland's local holdings consist of approximately 3.5 million square feet of space within the City. Warland's presence in the City brings great value to the community by maintaining high-end facilities that draw first-class tenants. Currently, Warland has approximately 135 tenants within Warland/Cypress Business Center, which constitutes approximately half of the acreage within Cypress Business Park ("**Park**"). Those tenants collectively account for one of the largest employer bases in the City, and include local businesses as well as internationally recognized companies including Siemens Corporation, Rolls-Royce High Temperature Composites and Mitsubishi Electric. Warland is an interested party in the "Goodman Commerce Center" redevelopment project consisting of two (2) new primarily industrial facilities located at 5757 Plaza Drive, which is within one (1) block of the intersection of Plaza Drive/Chip Avenue and Valley View Street ("**Project**"), by virtue of Warland's holdings located near the proposed Project, the closest of which are located at 10800 and 10850 Valley View Street and 6100 Chip Avenue (i.e., at the intersection of Plaza Drive/Chip Avenue and Valley View Street), and several other buildings located within a few blocks of the Project. In that capacity, Warland offers the following comments in response to the Initial Study / Mitigated Negative Declaration for Goodman Commerce Center dated February 2023 ("**IS/MND**"), and specifically (a) that certain Goodman Commerce Center Traffic Analysis dated January 27, 2023 prepared by Urban Crossroads under Reference No. 14915-04A TA Report ("**January Traffic Study**"), (b) that certain Goodman Commerce Center Traffic Analysis dated February 9, 2023 under Reference No. 14915-06 TA Report ("**February Traffic Study**"), and (c) the memoranda dated March 21, 2023 (referencing Job No. 14915-08 RTC) and March 22, 2023 (referencing Job No. 14915-09 TG) to Alicia Velasco of the City of Cypress, from Charlene So from Urban Crossroads, Inc. relating to the discrepancies between the January Traffic Study and the February Traffic Study (each, "**Memorandum**"). Note that the March 21 version of the Memorandum is available on the City of Cypress website, while the March 22 version of the Memorandum was provided to Warland by Goodman under separate cover on March 24, 2023 but is not currently available on the City of Cypress website.

Background

Warland was first advised of the Project on March 2, 2023 via email from Robert Ramirez, the City's Business Development Manager, which email included a link to a staff report prepared by Alicia Velasco in anticipation of the March 27, 2023 City Council meeting ("**Staff Report**"). The Staff Report stated that "(a)n Initial Study and Mitigated Negative Declaration (IS/MND) were prepared in accordance with CEQA guidelines and made available for a 20-day public review period from February 6 through February 27, 2023. No public comments were made prior to drafting the agenda report." The Staff Report included a link to the IS/MND, which referenced a Traffic Report attached as Appendix F, as well as certain other Project documents, but in fact neither the January Traffic Study nor the February Traffic Study were attached to the IS/MND nor included in the materials available in the Staff Report.

On March 13, 2023, Warland located the "Project Environmental Documents" regarding the Project on the City of Cypress website at https://www.cypressca.org/departments/community-development/planning-division/development-information, and downloaded from that site the document attached as "Appendix F – Traffic Report", which was the January Traffic Study. Today, that same link instead attaches the February Traffic Study. Warland did not receive notice of the new February Traffic Study until it questioned the results of the January Traffic Study, as detailed below. Further, but for the fact that Warland happened to access the City's website at some point after they were switched out, would never have known there was any change in the underlying data made available to the public for the City's CEQA analysis.

In early March 2023, prior to the Warland becoming aware of the new February Traffic Study, Warland reviewed the January Traffic Study—which, again, at that point was the only traffic study available to it—and provided comments to the City on March 16, 2023 regarding certain concerns with respect to the same—specifically that the January Traffic Study's conclusion that the Project would reduce the actual and "PCE"[1] truck traffic in the immediate area was obviously erroneous for the following reasons. First, the Project will contain, cumulatively, approximately 121,645 additional square feet of warehouse space, which is a nearly 50% increase in warehouse space from the current facility. Second, the Project is designed with fifty (50) dock high doors, which Warland understands is an approximately 67% increase in the number of dock high doors from the current facility. And, last, the January Traffic Study used different land use codes to evaluate the existing facility against the Project – specifically, it used ITE Land Use Code 150 (warehouse) to evaluate the existing facility and ITE Land Use Codes 154 (high cube short-term storage warehouse) to evaluate approximately 50% of the Project and ITE Land Use Code 158 (high-cube storage) to evaluate the remainder of the Project.[2] Typically, these land use codes would be expected to result in a significantly *increased* truck use than the one used for the existing facility. Given the increased warehouse space, substantially more dock high doors, and assumed higher intensity truck use, the January Traffic Study's conclusion that the truck traffic would be *reduced* daily by 234 actual trucks and 198 PCE trucks was clearly wrong. A few days after the conversation with the City, Warland later discussed these issues with representatives from Goodman, which admitted that the January Traffic Study had been in error with respect to the anticipated truck traffic because it misstated the truck traffic from the existing facility, and that the February Traffic Study corrected the issue. Per

[1] "PCE" means "passenger car equivalent". In a traffic study, PCE is used to convert the impact of a vehicle, such as a truck, into the equivalent of a passenger car on traffic flow.
[22] "High cube warehouse" means buildings used for the storage of manufactured goods prior to their distribution. These facilities are typically characterized by a high level of mechanization (and, as a result, less employees) and increased truck activities occurring outside of the peak hours of the adjacent street system.

the February Traffic Study, the actual truck traffic is now expected to increase by 42 actual daily trips, a difference from the January Traffic Study of *276 actual daily truck trips*. This inaccuracy was further described in each of the March 21 and March 22 versions of the Memorandum.

Concerns

Warland wants to be clear that it feels strongly that appropriate redevelopment projects in the Park present a net positive for the Park and for the City by bringing more high-quality businesses and jobs into the community. Warland is therefore enthusiastic about the prospect of redevelopment of certain facilities within the Park. That said, Warland has significant concerns regarding CEQA compliance with respect to the Project, as well as the overall impacts of the Project given its specific location and intended truck routes.

A. CEQA Compliance

The CEQA guidelines mandate that the public receive notice and have a meaningful opportunity to review and respond to environmental reports generated related to proposed developments in the City. In this case, although the IS/MND was made available for public comment between February 6 and February 27, the traffic study made available at that time was the January Traffic Study, which significantly misrepresented the impact of the Project relative to truck traffic as compared to the existing facility. Assessing the Project based on, and only providing the public with, a clearly (and admittedly) inaccurate basis on which to evaluate the Project runs afoul of CEQA's intent and requirements that agencies evaluate the Project's actual environmental impacts, and that the public be given a meaningful chance to do the same. It is also irrelevant that the February Traffic Study was corrected prior to the expiration of the notice period, as the February Traffic Study was not readily available to the public (including Warland) until well after the end of the notice period, rendering the disclosures within it inadequate under CEQA.

In Warland's view, the errors in the January Traffic Study undermine the integrity of the February Traffic Study, which was performed by the same firm. While Warland would like to believe the error was made in good faith, the corrected February Traffic Study was produced for Warland only after Warland identified the issues in the January Traffic Study. The timing of the provision of the February Traffic Study calls into question the reliability of other data and conclusions in the January Traffic Study, most of which remained the basis for the conclusions in the February Traffic Study. As such, Warland urges the City Council to require a new traffic study from an independent third party to ensure that the short and long-term impacts to air quality, traffic and noise in the Park and surrounding areas due to the proposed Project, particularly when those impacts are viewed cumulatively with other projects in the area and are accurately represented so that the public is fully informed of the potential impacts of the Project and can make informed decisions accordingly. Also, given the City's failure to comply with CEQA as detailed above, Warland asks that the City provide a new notice period to allow for public review of, and comment on, the Project in light of the February Traffic Study.

B. Impacts to Neighboring Office and Residential Areas

The February Traffic Study and each Memorandum indicate that the Project will result in 42 additional daily truck trips, which is nearly 30% more truck trips than those associated with the existing facility if it was fully occupied. Further, 70% of the truck traffic from the Project will be routed to Valley View Street via Plaza Drive, where three (3) high end office buildings are located, with 30% of the overall

truck traffic from the Project continuing south on Valley View Street through a large residential area. This increased volume of truck traffic will invariably lead to noise, air pollution and safety hazards, including the following:

1. Significant greenhouse gas emissions from commercial vehicle source emissions.
2. Traffic impacts, including roadway hazards, from heavy commercial vehicle circulation within or near surrounding commercial projects.
3. Roadway noise impacts, including at night, from commercial vehicles.
4. Potential significant impacts to public services as to the new Project as well as interference with the provision of those services to the Park and surrounding areas, including the residential area located south of the Project.
5. Potential safety impacts to pedestrians and cyclists.

The Park has been carefully designed to ensure that office buildings can be operated with minimal interference from nearby industrial facilities, which ensures the City remains attractive to both local and national companies for their office needs. Further, the City has historically made it a priority to ensure that heavier truck traffic has minimal impact on residential areas near the Park, which attracts business to the area while also contributing to a thriving residential community within the City.

In order for the Project to be consistent with the City's goals and to mitigate potential negative impacts of the Project on nearby office buildings and residential areas, Warland recommends that the City require that commercial vehicles entering and exiting the Project, which have a gross vehicle weight rating (GVWR) exceeding 33,000 pounds, use specified designated truck routes. Specifically, instead of being routed to Valley View Street via Plaza Drive, those vehicles should be required to access and depart the Project utilizing Douglas Drive to Katella Avenue to the 605 freeway, which is similar to designated truck routes the City has required as a condition of approval for other nearby industrial projects, such as the Shaw Industries facilities located at 11411 Valley View Street.

C. Project Design and 3PL Use

Warland understands that no specific users of the Project facilities have been identified; however, the design of the buildings, which substantially increase warehouse space and dock high doors, is well suited for smaller scale third party logistics ("**3PL**") uses. Such uses could significantly increase commercial truck traffic, particularly with respect to the volume of smaller trucks traveling short distances. While an argument can be made that any use that is not currently permitted by the applicable specific plan will require a conditional use permit and thus will have to complete a necessary environmental review process, including traffic studies, the City is also in the process of evaluating the current specific plans for the Park with the intention of adopting a new specific plan. That new specific plan could permit uses that are not currently contemplated by the existing specific plan applicable to the Project, which would then circumvent the need for a conditional use permit for a heavier truck use later on.

Given the particular design of the Project, as well as the potentially changing landscape of the specific plans at the Park, Warland suggests restricting any 3PL use of the Project now to avoid future issues.

Conclusion

Warland strongly believes that balancing the need for economic growth and job creation with maintaining a safe and healthy environment for all current and future residents can be achieved by being

supportive of redevelopment projects such as the Project, provided that the reasonable and foreseeable impacts of the same are mitigated by measures such as those described above. Accordingly, Warland requests (1) a new traffic study for the Project be performed by an independent third party to confirm the results of the February Traffic Study (note that at a minimum, a new notice period must be established under CEQA to allow for public review of the February Traffic Study), (2) designated heavy truck routes be established to minimize potential impacts to nearby office buildings and the residential area located south of the Project on Valley View Street, and (3) any 3PL uses of the Project be restricted.

Warland reserves all rights and remedies associated with the Project, the IS/MND, the January Traffic Study, the February Traffic Study, each Memorandum and the analysis and conclusions presented therein.

Please call with any questions.

Regards,

Allyssa J. Holcomb/HD

Allyssa J. Holcomb

cc: Mr. Carl W. Robertson, Jr., Warland Investments Company (via email)
Ms. Hope Warschaw, Warland Investments Company (via email)
Mr. Peter Grant, City Manager, City of Cypress (via email)
Ms. Alicia Velasco, Planning Director, City of Cypress (via email)
Summer Nastich, Esq. (via email)

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **2.**

FROM: Alicia Velasco, Planning Director

DATE: 04/10/2023

SUBJECT: **Approve Conditional Use Permit No. 2023-02 for Eight Apartments at 8561 Belmont Street**

RECOMMENDATION

Adopt a Resolution approving Conditional Use Permit No. 2023-03, subject to the attached conditions, and confirm the project is exempt from California Environmental Quality Act requirements.

DISCUSSION

8561 Belmont, LLC submitted an application for a Conditional Use Permit for the development of eight apartments at 8651 Belmont Street in the RM-20 (Residential Multiple Family) Zone. The application requests a density bonus in exchange for two units affordable for very low-income households in accordance with Zoning Code Section 3.12 (Density Bonus).

Project Description

The project is a four-story apartment building with six market rate and two affordable units. RM-20 zoning requirements allow four units, but eight units are permitted under density bonus provisions, provided two are affordable to households with very-low incomes. A 55-year deed restriction is required for affordable units and details on the density bonus are provided later in this report.

Subject Property and Surrounding Land Uses

The 10,000 square foot site contains two existing units (built in 1931 and 1960) that will be demolished as part of the project.

The project site is bounded by the following uses:

Direction	Land Use	Zoning
North	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)
South	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)
East	Multi-family (2-3 unit properties; condominium complex)	RM-20 (Residential Multiple Family)
West	Multi-family (2-3 unit properties)	RM-20 (Residential Multiple Family)

Regulatory Control and Required Discretionary Actions

The RM-20 Zone is intended for residential development with a density of up to 20 dwelling units per acre. Section 2.05.030 of the Zoning Code requires a CUP for residential development of more than three units. The application requests a density bonus, concession and waivers that the City is required by State law to grant in exchange for the applicant entering into an Affordable Housing Agreement with the City.

Development Standards

The concessions and a waiver from development standards are:

Standards	Required	Proposed

Minimum Parcel Width	100 feet	50 feet[1]
Minimum Parcel Depth	100 feet	200 feet
Maximum Allowable Density	20 du/ac	~35 du/ac[2]
Maximum Height	35 feet	39'-6"[4]
Minimum Side Setback	10 feet	North: 4 feet[4] South: 10 feet
Maximum Lot Coverage	45%	42.6%
Minimum Open Space	400 sf/unit x 8 units = 3,200 sf	1,360 sf[3]
Minimum Landscaped Open Area	35%	13.6%[3]

1. *Legal nonconforming*
2. *Density bonus*
3. *Concession*
4. *Waiver*

SITE PLAN AND DESIGN REVIEW

Building Design and Architecture

The first story of the four-story building contains a lobby with elevator and stair access, a trash room, and tuck-under parking. The second floor includes a studio and three one-bedroom units. The third and fourth floors include two-story, three-bedroom units. Each unit includes an open floor plan living area and laundry hookups.

The building features a modern architectural style with a variety of materials, including stucco, vertical wood siding, and stone veneer. The applicant conducted a window alignment study (see page G011 of the attached plans) to avoid privacy issues for adjacent properties. No windows directly align with windows on adjacent properties. Additionally, the north side of the building (which has a reduced side yard setback) is primarily hallways and staircases, rather than living space.

Access and Parking

The site is accessed by a 24-foot wide driveway, which was reviewed and approved by Orange County Fire Authority. State law allows reduced parking for density bonus projects in addition to any incentives or concessions. The project complies with State parking requirements:

Unit Type	**State Parking Requirement**	**Total Provided**
0-1 Bedroom	1 space x 4 units	4 spaces
2-3 Bedroom	1.5 spaces x 4 units	6 spaces
Total		**10 spaces**

The project provides tuck-under carport parking, a concession from the Zoning Code's garage requirement the City is required to grant.

Landscaping and Open Space

The project provides 1,360 square feet of landscaping (21% less than required) primarily in the front yard setback and along the driveway. The rear yard includes a dog run with synthetic turf. The project includes new block walls along the rear and south property lines. Although the application requests a concession for landscaped area and open space, the provided landscaping complies with the City's Water Efficient Landscape Ordinance and other Municipal Code requirements.

DENSITY BONUS

Density

A project that designates 15 percent of units as affordable is eligible for a 50 percent density bonus under State law. An eight unit project must designate two units for very-low income households.

Base Density (20 du/ac)	Lot size x 20 du/ac = 4.59 units, rounded up = 5 units
Density Bonus (50%)	5 units x 50% = 2.5 units, rounded up = 3 units
Total Units	5 units + 3 units = 8 units
15% VL Income	8 units x 15% = 1.2 units, rounded up = 2 units

15% VL Income	8 units x 15% = 1.2 units, rounded up = 2 units

Affordable housing income limits (very low, low, moderate) are set by the State Department of Housing and Community Development. Very-low income households have an income between 30 and 50 percent of the area median income. For 2022, the annual income limit for very-low income households in Orange County ranged from $47,450 to $89,450, depending on household size. The two units in the project are restricted for very-low income tenants for 55 years.

Incentives and Concessions

The project is entitled to three concessions, or modifications of the development standards and code requirements. The application requests:

1. Parking in a carport rather than an enclosed garage (Zoning Code Section 2.05.050)
2. Reduction in open space from 3,200 sf to 1,360 sf (Zoning Code Section 2.05.040)
3. Reduction in landscaped area from 35% to 13.6% (Zoning Code Section 2.05.040)

Waivers and Reductions

State law also allows waivers from standards that prevent development at the permitted density. In order for a city to reject a waiver, it must identify a specific, adverse impact on health or safety that cannot be avoided or mitigated. The application requests a waiver from the 35-foot maximum height and 10-foot side yard setback required by the Zoning Ordinance to accommodate the eight units permitted by the density bonus.

Affordable Housing Agreement/Local Requirements

The Zoning Code requires an affordable housing agreement, which is recorded against the property. The agreement specifies:

1. The density bonus, incentives, concessions, and waivers granted
2. The location, size, and bedroom count of affordable units
3. The affordability level and term
4. An affirmative marketing plan to ensure advertising of units to a wide spectrum of residents

Additionally, affordable units must be distributed throughout the development, have similar finishes, and be a comparable size to market rate units. These requirements are included as conditions of approval.

ENVIRONMENTAL REVIEW

The project is categorically exempt from further California Environmental Quality Act (CEQA) review, pursuant to the CEQA Guidelines, Section 15332, to promote infill development in urbanized areas. The project is consistent with the applicable General Plan and zoning designations and is located on a lot smaller than five acres. Further, the project is surrounded by urban uses, and will not result in significant effects relating to traffic, noise, air quality, or water quality.

PUBLIC HEARING / PUBLIC OUTREACH PROCESS

The applicant hosted a virtual community meeting on March 30 and sent notice to adjacent property owners, including all 60 condominiums across the street from the project. No one attended the meeting. Public hearing notices were posted and mailed to all property owners within 500 feet of the project. All written communication related to the public hearing received prior to publishing the City Council agenda is attached. Written communication submitted by 3:00 p.m. on April 10 will be part of the public hearing administrative record.

ALTERNATIVE ACTIONS

If the City Council identifies issues which should be addressed prior to taking action on this application, the City Council may consider:

1. Adding conditions of approval to address concerns and/or require the applicant to modify the project design; or
2. Continuing the public hearing and directing staff to work with the applicant to resolve the issues; or
3. Continuing the public hearing, making findings for denial and directing staff to return to City Council with a resolution for denial.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

CUP Resolution
Project Conditions
Vicinity Map
Project Plans
Notice of Exemption

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 2023-03, FOR THE DEVELOPMENT OF AN EIGHT-UNIT APARTMENT BUILDING, INCLUDING TWO AFFORDABLE UNITS, RESTRICTED TO VERY LOW INCOME HOUSEHOLDS, ON A 10,000 SQUARE FOOT SITE LOCATED AT 8561 BELMONT STREET WITHIN THE RM-20 (RESIDENTIAL MULTIPLE FAMILY) ZONE AND FINDING THE PROJECT EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS.

WHEREAS, the City Council of the City of Cypress has considered an application submitted by 8561 Belmont, LLC ("Developer") for the development of an eight-unit apartment building, including two affordable units, restricted to very low income households, on a 10,000 square foot site located at 8561 Belmont Street within the RM-20 (Residential Multiple Family) zone (the "Project"); and

WHEREAS, the subject site is zoned RM-20 (Residential Multiple Family). Section 2.05.030 of the Cypress Zoning Ordinance states that multi-family developments with three or more units in the RM-20 zone are permitted subject to the approval of a Conditional Use Permit; and

WHEREAS, Section 12 of the Cypress Zoning Ordinance includes provisions for density bonus applications as required by California Government Code Sections 65915-65918 ("State Density Bonus Law"); and

WHEREAS, the Developer has requested a 50 percent density bonus, three concessions, and two waivers in exchange for providing two units affordable to very low income households pursuant to Cypress Zoning Ordinance Section 12 and State Density Bonus Law, as laid out in the City Council staff report dated April 10, 2023; and

WHEREAS, the City Council has reviewed the goals and objectives of the General Plan as laid out in the City Council staff report dated April 10, 2023, and finds that the Project is consistent with the intent of the General Plan; and

WHEREAS, on April 10, 2023, the City Council held a duly noticed public hearing and considered testimony on the application; and

WHEREAS, the Project is categorically exempt pursuant to California Environmental Quality Act Guidelines, Section 15332 - In-fill Development. Section 15332 exempts in-fill projects in urbanized areas on sites less than five acres; and

WHEREAS, the City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this Resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, DOES HEREBY RESOLVE, based upon substantial evidence taken from the administrative record and at the public hearing, AS FOLLOWS:

SECTION 1. Findings. Pursuant to the Cypress Zoning Ordinance Section 4.19.070 (Conditional Use Permits), the City Council finds, after due study and deliberation that the following circumstances exist:

1. The proposed location of the conditional use is consistent with the requirements of the General Plan and the Zoning District in which the site is located.

   The Project is consistent with the intent of the general plan to allow for infill multi-family residential development and to provide for a variety of housing options for Cypress residents. Cypress Zoning Ordinance Section 2.05.030 allows for residential development of three or more units with conditional use permit approval. Further, the project complies with all the requirements of State Density Bonus Law (Government Code Sections 65915-65918).

2. The proposed location of the conditional use and the conditions under which it would be operated or maintained would not be detrimental to the public health, safety, or general welfare, nor would be materially injurious to properties or improvements in the vicinity.

   With approval of the conditions included in Exhibit “A”, the Project will not be materially detrimental to the public health, safety or general welfare. The project is surrounded by other multi-family residential uses and to the extent possible has been designed to avoid negatively impacting adjacent uses by including appropriate setbacks, landscaping, and other features. Although the project includes a concession to allow a reduced north side yard setback, the building design minimizes the impact of this setback by primarily locating hallways and stairways on the north side rather than livable space. The conditions included in Exhibit “A” will further ensure that the construction and ongoing maintenance and operation of the project will not negatively impact public health, safety, or general welfare.

3. The proposed conditional use would comply with all applicable provisions of this zoning ordinance.

   The applicant has requested three concessions and two waivers pursuant to State Density Bonus Law, which provide relief from the following requirements: 1) maximum height; 2) minimum side yard setback; 3) minimum landscaped area; 4) minimum open space; and, 5) that parking be within an enclosed garage. Without the allowance of these concessions and waiver, the project would not be able to

accommodate the density entitled by State Density Bonus Law in exchange for designating two units as affordable to very-low income households. Other than the standards listed above, the project complies with applicable provisions of the zoning ordinance.

SECTION 2. CEQA The City Council finds that the proposed project is categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines, Section 15332 – In-fill Development. The Project is an infill project in an urbanized area on a site less than five acres. The Project is consistent with the applicable general plan land use and zoning designations, will not have an adverse impact on any natural habitats, and will not result in significant effects relating to traffic, noise, air quality, or water quality. Therefore, the City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Cypress hereby approves Conditional Use Permit No. 2023-03, subject to the applicable conditions included in Exhibit “A”. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED and ADOPTED by the City Council of the City of Cypress at a regular meeting held on the 10th day of April, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 10th day of April, 2023, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

EXHIBIT "A"

PROJECT TITLE: CUP NO. 2023-03

ADDRESS: 8561 BELMONT STREET, CYPRESS, CA

CONDITIONS OF APPROVAL

1. General Conditions

1.1. Prior to the issuance of building permits, the project applicant and property owner shall sign and return a City-provided affidavit accepting these conditions of approval. *(Planning)*

1.2. This permit is granted for the plans dated March 3, 2023, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Director. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. *(Planning)*

1.3. The applicant shall defend, indemnify, and hold harmless, the City and any agency thereof, or any of its agents, officers, and employees from any and all claims, actions, or proceedings against the City or any agency thereof, or any of its agents, officers or employees, to attack, set aside, void or annul, an approval of the City, or any agency thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, which action is brought within the time period provided in Government Code Section 66499.37 and Public Resources Code, Division 13, CH. 4 (§ 21000 et seq. - including but not by way of limitation § 21152 and 21167). City shall promptly notify the applicant of any claim, action, or proceeding brought within this time period. *(City Attorney)*

1.4. The applicant's contractor shall provide the City with a Certificate of Insurance on City form evidencing a comprehensive liability insurance policy with a combined single limit of not less than $500,000 each occurrence in connection with the work performed. Certificate shall include the City, its Council, officers, members of boards or commissions and employees as additional Named Insureds with respect to all claims, actions, damages, liabilities and expenses, including attorney's fees, arising out of or in connection with the work to be performed under the development executed by the Named Insured and City, including any act or omission of employees, agents, subcontractors, or their employees. Such certificate shall have a 30 day cancellation notice to the City of Cypress. *(City Attorney)*

1.5. All requirements of the Cypress Municipal Code, Orange County Fire Authority (OCFA), Orange County Health Department, and Cypress Building and Safety Division and any other provisions of applicable law shall be satisfied prior to a certificate of occupancy being issued. *(Planning)*

1.6. Any failure of applicant to abide by these conditions of approval or sign and return a City-provided affidavit accepting these conditions of approval shall be grounds for City's initiation of proceedings to revoke this Conditional Use Permit in accordance with the City's Zoning Ordinance.

1.7. The applicant may request minor modifications of conditions of approval consistent with the intent of the project approval. The modification must be approved in writing by the Planning Director (Conditions of Approval Sections 1-7), City Engineer (Conditions of Approval Sections 9-21), and the Orange County Fire Authority (Conditions of Approval Section 23). For numerical standards, the Planning Director may approve deviations up to 10% provided that city code requirements are met.

2. Planning

2.1. Any expansion or modification of the approved use beyond what is approved as part of this Conditional Use Permit will require an amendment to the conditional use permit. *(Planning)*

2.2. Utilities shall be released during the normal course of construction; however, they shall not be released until applicable conditions of approval have been met to the satisfaction of the Community Development Department. *(Planning)*

2.3. The developer shall provide mailbox facilities for each residence, to the satisfaction of the Planning Director and the Postmaster. *(Planning)*

2.4. This conditional use permit may be modified or revoked by the City Council should the Council determine that the proposed use or conditions under which it is being operated or maintained is detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity. *(Planning)*

2.5. Parking spaces shall remain available for resident parking at all times. On-site guest parking shall be prohibited. The developer shall erect a sign at the project entrance prohibiting guest parking on-site. *(Planning)*

2.6. Areas subject to vehicle loading, including internal streets, driveways, etc., shall consist of Portland Cement Concrete (PCC) unless an alternative material is approved in the project WQMP for infiltration purposes. *(Planning)*

2.7. A copy of the approved Conditions of Approval shall be included in all development plans submitted to the City. *(Planning)*

2.8. Exterior lighting shall comply with Section 3.11.060 (Exterior lighting) of the Zoning Ordinance. Developer shall submit a lighting plan showing standard heights and light materials and a photometric plan showing light levels on site and at the adjacent property limits. All parking area and exterior structure light fixtures

shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway or cause glare that affects motorists. Illumination levels at the property lines shall not exceed .5 foot candles. *(Planning)*

2.9. The developer shall construct new masonry block walls along the west (rear) and south (side) property lines, except within the front setback. The new wall shall have a height of six feet as measured from the higher grade. The design of the wall shall be consistent with the design of the rest of the development and shall include precast caps. The developer shall submit wall plans for review and approval by the Planning Director or designee. *(Planning)*

2.10. The project shall include two units restricted to rents affordable to very-low income households in exchange for a 50 percent density bonus, three concessions, and two waivers, pursuant to Government Code Sections 65915-65918 and as outlined in the staff report dated April 10, 2023. *(Planning)*

2.11. The developer shall enter into an affordable housing agreement with the City pursuant to Section 3.12.090 of the Cypress Zoning Ordinance. The agreement shall be recorded against the property prior to the issuance of building permits unless otherwise approved by the Planning Director. *(Planning)*

2.12. The developer shall provide a deposit to cover the costs of City review of the affordable housing agreement. Developer shall be charged against the deposit on a time and materials basis. In the event that the cost of review exceeds the deposit amount, developer shall pay an additional fee to cover the remaining cost. Any remaining deposited funds shall be refunded to the developer after the affordable housing agreement has been approved.

2.13. The project shall comply with all development standards for affordable units pursuant to Cypress Zoning Ordinance Section 3.12.080, including that affordable units are comparable in size and quality to market rate units. *(Planning)*

2.14. The developer shall comply with all requirements of Senate Bill 330, including tenant notification requirements and tenant entitlement to relocation benefits and right of first refusal for a comparable unit in the new development.

3. Architectural

3.1. Architectural elevations and site plans shall be reviewed and approved by the Community Development Department prior to the issuance of building permits. *(Planning)*

3.2. All architectural treatments shall be constructed as illustrated on plans and renderings submitted. The final exterior color scheme shall be submitted to the Community Development Department for review and approval prior to actually painting the structure. *(Planning)*

3.3. All equipment, such as heating and air conditioning units, transformer boxes, and water valves shall be adequately screened from public view subject to the approval of the Planning Director. *(Planning)*

3.4. Developer shall incorporate roof and building drainpipes and downspouts in an architecturally compatible manner including location and color to the satisfaction of the Director of Planning. *(Planning)*

4. Signage

4.1. Developer shall not erect or display on the subject property any signs which have not been reviewed and approved by the Planning Director. *(Planning)*

4.2. Signs shall be reviewed under separate permit and pursuant to the requirements of the Cypress Zoning Ordinance. *(Planning)*

5. Landscaping

5.1. A detailed landscape and automatic irrigation plan shall be submitted to the Planning Division for review and approval at least 60 days prior to issuance of a certificate of occupancy. All required landscaping shall be permanently maintained in a neat and orderly condition. *(Planning)*

5.2. All landscape areas shall comply with the City's water efficiency ordinance as well as the water efficient requirements of the Cypress Zoning Code and the City's Drought Response Management Plan. All irrigation shall be provided by a drip or microspray system. *(Planning)*

5.3. Unless otherwise specified, all required trees shall be a minimum 15-gallon in size and of a variety approved by the Director of Planning. *(Planning)*

5.4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Planning Director allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. *(Planning)*

6. Operational

6.1. Parking of recreational vehicles over 20 feet long in the project is prohibited. This restriction shall be included in the lease agreements for the project *(Planning).*

6.2. The exterior storage of property owner or tenant property within parking areas or anywhere else on site is prohibited. This restriction shall be included in the lease

agreements for the project. *(Planning)*

7. Property Maintenance

7.1. All walls and fences shall be maintained free of significant surface cracks, dry rot, warping, missing panels or blocks, which threaten the structure's structural integrity. *(Planning)*

7.2. Parking lot surfaces and pedestrian walkways shall be maintained such that any concrete, asphalt, or other driving or walking surfaces are free of potholes, buckled or cracked surfaces, or raised areas. *(Planning)*

7.3. The property shall be maintained free of the accumulation of trash and debris. Trash and debris are to be stored solely in designated solid waste bins. *(Planning)*

7.4. Exterior building elevations shall be maintained such that the buildings are free of broken, missing, or significantly cracked surface finished materials. *(Planning)*

7.5. The property shall be maintained clear of all graffiti. All graffiti shall be removed within 48 hours once notified in writing by the City. *(Planning)*

8. Fees

8.1. As applicable, the applicant shall pay the following fees, as noted below. *(Engineering)*

- Park and Recreation (Prior to issuance of Building Permit)
- Drainage Fee for Master Drainage Plan (Prior to issuance of Building Permit)
- City-wide Traffic Improvement (Prior to issuance of Building Permit)
- Regional Traffic Improvement (Prior to issuance of Building Permit)
- Final Subdivision Map Check (Prior to submittal of Map)
- Sanitary Sewer Connection (Prior to issuance of Building Permit)
- Grading / On-Site (Non-Structural) Plan Check (Prior to submittal of Grading Plans)
- Grading Permit and Inspection (Prior to Permit issuance)
- Building Plan Check (Prior to submittal of Plans)
- Building Permit and Inspection (Prior to Permit issuance)
- Public Improvement Plan Check (Prior to submittal of Plans)
- Public Improvement Permit and Inspection (Prior to Permit issuance)

8.2. Within 48 hours of the approval of this project, the applicant/developer shall deliver to the Community Development Department a check payable to the County Clerk-Recorder in the amount of $50.00 for the County administrative fee,

to enable the City to file the Notice of Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines. *(Planning)*

9. Engineering

9.1. That all engineering requirements of the City of Cypress, including preparation of improvement plans and installation of all improvements such as curbs and gutters, sidewalks, street grading and pavement, sewer and drainage facilities, or other appurtenant work shall be complied with as required by the City Engineer and in accordance with specifications on file in the Office of the City Engineer, as may be modified by the City Engineer; and, that security in the form of a bond, certificate of deposit, letter of credit, completion guarantee, or cash, in an amount and form satisfactory to the City of Cypress, shall be posted with the City to guarantee the satisfactory completion of said improvements. Said security shall be posted with the City prior to the issuance of a building permit or final map approval, whichever occurs first, to guarantee the installation of the related improvements prior to final building and zoning inspections in accordance with an approved construction phasing plan. In the event the developer's contractor and/or subcontractor fails to diligently prosecute the work within the public right-of-way, the City reserves the right, in its reasonable discretion, to issue a stop work notice and to provide a substitute contractor and/or subcontractor to complete said work at the sole cost and expense of developer. *(Engineering)*

9.2. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer to the City of Cypress, unless such easements are expressly made subordinate to the easements to be offered for dedication to the City. Prior to granting any of said easements, the subdivider shall furnish a copy of the proposed easement to the City Engineer for review and approval. *(Engineering)* (Easement Subordination)

9.3. Prior to any street construction or relocation, when there are monuments in the project area which control the location of subdivisions, streets or highways, or provide survey control, the developer shall locate and reference the monuments and shall reset them after construction as required by Section 8771 of the Business and Professions Code, in a manner meeting the approval of the City Engineer. *(Engineering)*

9.4. The applicant shall make all submittals, including engineering, building, grading, water quality, and inquiries through the department's online plan check and permit application at https://cypressca.viewpointcloud.com or as determined by the City Engineer. *(Engineering)*

9.5. The applicant will be subject to, but not limited to, the following fees on the attached Cypress Master Fee Schedule (effective 7/1/22):

- building permit and mechanical/electrical/plumbing fees
- citywide and regional traffic improvements fees

- grading and public works permit and plan check fees
- Park Development Fee

(Engineering)

10. Landscaping within the Public Right-of-Way

10.1. The applicant or his successor in interest shall maintain all landscaping planted in the public right-of-way located along the frontage of their property in a healthy and safe condition. *(Engineering, Maintenance)*

11. Sewer and Wastewater

11.1. The developer shall construct new private sewer laterals with cleanouts at a location approved by the City Engineer. *(Engineering)*

11.2. All sewer lines within the development shall be private sewer lines and shall be maintained and cleaned by the developer, or successor in interest. The City of Cypress shall have no responsibility for maintenance of the private sewer lines. *(Engineering)*

12. Street Trees

12.1. If trees are planted within the public right of way, they shall be installed in accordance with the approved street landscape plan subject to the approval of the City Engineer. *(Engineering)*

12.2. The applicant or successor in interest shall trim all trees in the public right-of-way by following the City's tree trimming policy annually or as prescribed by the City Engineer and maintain the trees in a healthy and safe condition. *(Maintenance)*

13. Street Lighting

13.1. N/A

14. Streets

14.1. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall resurface Belmont Street (2" grind and overlay asphalt concrete pavement) along the property frontage. Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.

14.2. Prior to the issuance of any certificate of occupancy, including temporary, the applicant shall install a new driveway approach that is compliant with the American Disabilities Act along the property frontage on Belmont Street. The developer shall comply with the following requirements regarding the improvements:

- Construct all improvements in accordance with Cypress Public Works standards and specifications to satisfaction of the City Engineer.
- Prior to construction, obtain and pay for a permit and inspection services. As part of the permit, maintain a schedule on file with the City Engineer for the work.
- Adjust utility vaults and boxes to grade in accordance with the corresponding utility's requirements and standards.
- Relocate any utilities as necessary securing the appropriate approvals from the respective utilities.
- If necessary, grant easements to the City for pedestrian purposes for any sidewalk or driveways for compliance with ADA requirements prior to issuance of a permit for construction.

(Engineering)

14.3. Remove and replace any damaged street, pavement, sidewalk, curb and gutter, or any other public improvements as a result of work associated with this project and appropriately clean the area to the satisfaction of the City Engineer.

14.4. The applicant shall submit a street design plans for approval by the City Engineer for all proposed City streets or any work within existing public right of way. Street name signs and traffic signs shall be installed per City Standards. *(Engineering)*

14.5. Prior to issuance of a certificate of occupancy, the applicant shall remove and replace any existing public improvements at the development site which have existing damage, are damaged due to construction, or otherwise below current standards, to the satisfaction of the City Engineer. *(Engineering)*

15. Subdivisions

15.1. N/A

16. Traffic

16.1. The access driveway to the development shall be designed such as there is minimal impact on the vehicle's tire upon ingress and egress from the driveway, as approved by the City Engineer. *(Engineering)*

16.2. The quantity, location, width, and type of public driveways shall be subject to the approval of the City Traffic Engineer. Prior to construction of any driveway approach upon public street right-of-way, the applicant shall obtain a public works permit.
(Engineering) (Driveways)

16.3. Prior to the issuance of any grading permits, the applicant shall provide adequate sight distance per Engineering Standard Plan 204 and 205 at all street intersections, driveways, and parkways, in a manner meeting the approval of the City Traffic Engineer. The applicant shall make all necessary revisions to the plan to meet the sight distance requirement such as removing slopes or other encroachments from the limited use area in a manner meeting the approval of the City Engineer. *(Engineering)* (Sight Distance)

17. Utilities

17.1. Prior to issuance of a certificate of occupancy, the applicant shall install all new and existing utility services underground. *(Engineering)*

17.2. Arterials shall be crossed by boring only. In public streets, lateral open cuts spaced within 20 feet of each other shall be covered with a one-inch continuous asphalt concrete cap. *(Engineering)*

18. Drainage

18.1. Prior to issuance of grading permits or recordation of the subdivision map, whichever comes first, at the direction of the City Engineer, the applicant shall submit a grading plan for approval signed and stamped by a registered California civil engineer and using actual grades from an Orange County Surveyor's Benchmark. *(Engineering)*

The applicant shall ensure the following requirements are met:

- Drainage is solved to the satisfaction of the City Engineer and Building Official.
- The Grading Plan is consistent with the Water Quality Management Plan, Site Plan and any Improvement Plan for proposed public storm drains.
- Submittal of a Preliminary Grading Plan if deemed necessary by the City Engineer.
- The topography of the area surrounding this development shall be made to establish existing drainage flow patterns.
- The minimum slope standards are met for 1% for landscape areas, AC parking areas 1.5%, Concrete .2%.
- All surface runoff and subsurface drainage directed to the nearest acceptable drainage facility, as determined by the City Engineer.
- Drainage facilities discharging onto adjacent property shall be designed to imitate the manner in which runoff is currently produced from the site or alternatively, the applicant may obtain a drainage acceptance and maintenance agreement, suitable for recordation, from the owner of said adjacent property.
- All drainage facilities must be consistent with the County of Orange Grading Ordinance as supplemented by the Engineering Division and Local Drainage Manual.

19. Storm Water Quality – National Pollutant Discharge Elimination System

19.1 Development must be undertaken in accordance with conditions and requirements of the Santa Ana Region National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062.

19.2 Prior to the issuance of any grading or building permits, the applicant shall submit for review and approval by the City Engineer, a Final Water Quality Management Plan (WQMP). The WQMP must include best management practices for source control, pollution prevention, site design, and low impact development as well as structural treatment controls among many factors. Site design for controlling urban runoff must first evaluate infiltration, then harvest and water re-use, then evapotranspiration and only bio-treatment if the other three are not feasible. The WQMP must identify the routine structural and non-structural measures specified in the current Drainage Area Management Plan (DAMP) and utilize the Orange County Technical Guidance Document (OC TGD) as well as the Model WQMP.

Applicable WQMP projects must also:

- Utilize the City's current WQMP template;
- Utilize the City's online WQMP application system for submittal;
- Address site Design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing connected impervious areas, creating reduced or zero discharge areas, and conserving natural areas;
- Incorporate Routine Source Control BMPs as defined in the DAMP;
- Include post-construction Treatment Control BMP(s) as defined in the DAMP;
- Include and Operations and Maintenance (O&M) Plan that (1) describes the long- term operation and maintenance requirements for pos-construction Treatment Control BMP(s); (2) identifies the entity that will be responsible for long-term operation and maintenance of the referenced Treatment Control BMP(s); (3) describes the mechanism for funding the long-term operation and maintenance of the references Treatment Control BMP(s); (4) includes the Water Quality Implementation Covenant and Agreement.

19.3 Prior to issuance of and grading or building permits, the applicant must submit a certified copy of the approved Final Water Quality Management Plan (WQMP) along with the final approved Grading Plan and all other supporting documentation on a USB flash drive in a single digital file (pdf) format acceptable to the City Engineer. The Final WQMP Submittal and subsequent approval of the Preliminary Water Quality Management Plan does not guarantee approval of the Final Water Quality Management Plan. Should the final calculations and submittals not meet the required thresholds necessary

to meet the obligations of the City under the NPDES Permit for development and its incorporated documents such as the DAMP and OC TGD. alterations to the site and the site plan may be required as prescribed by the City Engineer to the WQMP. Any significant alteration to the site plan due to the Final WQMP may require approval of the Council for the revision. Additionally, the WQMP must identify a responsible party and implement funding sources for maintaining post construction BMPs as required as part of the development and must ensure that appropriate easements and ownerships are properly recorded in public records and access is made available for inspection of said devices.

19.4 The owner is responsible for providing a Water Quality Implementation Covenant and Agreement and an Operations and Maintenance plan that outlines the funding and maintenance of water quality BMPs, consent to inspect, and indemnification on the forms provided by the City for all post-construction stormwater mitigation and treatment devices, as required by the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010- 0062. The agreement will be subject to the review and approval of the City Engineer and City Attorney. Before final acceptance of project improvements, the owner or his/her designated representative must certify that the treatment device was constructed and installed in accordance with the approved plans. Prior to the issuance of a certificate of occupancy, the applicant must demonstrate compliance with the City's NPDES Implementation Program in a manner meeting the satisfaction of the City Engineer and Water Quality Manager, including:

- Demonstrate that all structural Best Management Practices (BMPs) described in the BMP Exhibit from the project's approved WQMP and Maintenance Covenant and Agreement have been implemented, constructed and installed in conformance with approved plans and specifications
- Demonstrate that the applicant has complied with all non-structural BMPs described in the project's WQMP
- Demonstrate that copies of the project's approved WQMP and Covenant and Agreement (with attached O&M Plan) are available for each of the initial occupants
- Agree to provide pay a compliance deposit to pay for any required inspections and any additional non-compliance inspections as the City deems necessary
- Submit certified record drawings as well as the project engineer’s post-construction certification as well as the owner’s post construction certification on a template provided by the City
- Agree to pay for an inspection (special investigation) from the City for a date 12 months after the issuance of a certificate of occupancy for the project to verify compliance with the approved WQMP, Maintenance

Covenant and Agreement and O&M Plan.

- Demonstrate that the applicant has RECORDED one of the following:

    1. The CC&R's (that must include the approved WQMP, Maintenance Covenant and Agreement and O&M Plan) for the project's Homeowner's Association;
    2. A Water Quality Implementation Covenant and Agreement that has the approved WQMP and O&M Plan attached; or
    3. The final approved Water Quality Management Plan (WQMP) and Operations and Maintenance (O&M) Plan. *(Engineering, Water Quality)* (NPDES/WQMP Compliance Measures)

19.5 All onsite storm drain inlets, whether newly constructed or existing, must be labeled "No Dumping Drains to Ocean" before occupancy in accordance with city requirements.

19.6 All exterior metal building surfaces, including roofs, must be coated with rust-inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system prior to occupancy.

19.7 Trash enclosures and/or recycling area(s) must include a structure to cover the enclosure with a solid roof design below to direct stormwater away from entering the enclosure. All litter/waste material must be kept in leak-proof containers. Area(s) must be paved with impermeable material. No other area may drain onto these areas. The trash enclosure and/or recycling area(s) may not drain to the storm drain system and all cleanups must be performed using dry cleanup methods. Additionally, there must be a posted sign on the trash enclosure informing users that hazardous materials are not to be disposed therein. Enclosures for air compressors must include a roof installation similar to trash enclosures, and direct water from entering the enclosure. Additionally, trash enclosures may be required to be modified to meet the current solid waste requirements.

19.8 Pet waste collection systems or dispensers, which hold bags for pet owners to use to pick up waste, must be installed in close proximity to trash receptacles in all common use areas. Regular refuse collection and resupply of pickup bags must be conducted by property owner or homeowner's or business owner's association.

19.9 Decorative fountains and ponds must be designed with no connection to the storm drain system. The discharge of non-stormwater from fountains and ponds must not be allowed to drain to the storm drain system.

19.10 Prior to the issuance of any grading or building permit, the applicant must submit an Erosion and Sediment Control Plan (ESCP) in a manner meeting approval of the City Engineer and the Building Official and in accordance with

requirements of the Santa Ana Regional National Pollutant Discharge Elimination System (NPDES) Permit Order No. R8-2009-0030 as amended by Order No. R8-2010-0062. The ESCP must be developed and implemented to demonstrate compliance with the City's NPDES Implementation Program and State water quality regulations for grading and construction activities. The ESCP must identify how all construction materials, wastes, grading or demolition debris, and stockpiles of soil, aggregates, soil amendments, etc. must be properly covered, stored, and secured to prevent transport into local drainage ways or coastal waters by wind, rain, tracking, tidal erosion or dispersion. The ESCP must also describe how the applicant will ensure that all BMPs will be maintained during construction of any future public right-of-ways. The ESCP must be updated as needed to address the changing circumstances of the project site. A copy of the current ESCP must be kept at the project site and be available for City review on request.

19.11 Prior to issuance of certificate of occupancy, the applicant must clean all on site storm drain systems, catch basins, filters, storm drain lines, inlet boxes, etc. Additionally, upon direction of the City Engineer, the applicant must clean any public storm drain systems, catch basins, filters, lines, inlet boxes that the City Engineer has determined have been impacted by the applicant's construction. If clean-up is not performed, the City may make arrangements to clean the system at developer's expense.

19.12 The owner is responsible for maintaining and operating all on-site private improvements.

19.13 All property areas must be maintained free of litter/debris.

19.14 All onsite storm drains must be cleaned at least twice a year; once immediately before October 1st (the beginning of the rainy season), and once in January. Additional cleaning may be required by the City Engineer.

19.15 There must be no pressure washing of parking or loading areas, material and waste storage areas, or building site, unless the City approves a collection system to keep water from entering the storm drain.

19.16 Landscaping must be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that can contribute to urban runoff pollution.

19.17 Waters from salt-chemistry pools or spas, filter waste and acid-wash or other cleaning wastewater are prohibited and illegal to discharge to the storm drain system. Water from swimming pools may be discharged to the storm drain system as long as the discharge meets the City's Municipal Stormwater Permit requirements. There must not be any swimming pool drains directly connected to the storm drain system.

19.18 Any CUP applicant or its successor shall be responsible for the cost of any water quality inspections by the City that are mandated by the State of California or by the U.S. Environmental Protections Agency (USEPA) presently or in the future.

19.19 The Improvement Bond must incorporate all post-construction stormwater devices from the approved WQMP. These costs will be provided in the WQMP for review and inclusion in the Improvement Bond and shall cover device defects as well as malfunctions and possible replacement in the event the device is damaged or not operating per the manufacturer's specification or intended design.

19.20 The applicant will be subject to all requirements of Section 13-29 of the Cypress Municipal Code regarding stormwater pollution prevention including, but not limited to, an Operations and Maintenance Verification Certification – WQMP Post Construction through the City's online application and permitting system, prior to issuance of a final certificate of occupancy.

20. Building and Safety

20.1. Applicant/developer shall provide a single point of contact for all phases of the permitting process and the construction process. The point of contact may be different for permitting and construction. The applicant/developer will provide a 24-hour contact number. This person will be responsible for all communications with Building and safety including but not limited to application, plan submittal, permit issuance, inspection requests and any other requests or inquiries. (Building and Safety)

20.2. The applicant will schedule a pre-construction meeting with both the Building Official and City Engineer (or desginees) prior to any work starting on the project site. The meeting shall take place one to two weeks prior to the start of construction. All contractors including their superintendents, designers/engineers will be required to attend unless otherwise directed by the Director of Public Works. (Building and Safety, Engineering)

20.3. Construction bins for non-recyclable and recyclable materials generated from any construction site (residential and non-residential) must be placed "on site" out of the public right-of-way unless permit is obtained from the City Engineer. *(Building & Safety)*

20.4. A pre-grading SWPPP's inspection is required prior to grading permit issuance. All required grading stormwater BMPs shall be installed and inspected by the Building Division prior to release of the grading permit. *(Building & Safety)*

20.5. Delivery, loading and unloading of construction materials shall occur on site and not within the Public Right of Way unless a permit is obtained from the City Engineer. *(Building and Safety)*

21. Solid Waste

21.1. The applicant shall construct new or modify its existing trash enclosure structures to house all required solid waste containers (trash, recycle, organics) and possess a solid covered roof that prohibits stormwater to enter and then discharge from the enclosure. *(Public Works, Water Quality)* (Trash Enclosures)

21.2. The applicant shall subscribe to solid waste services from the City's solid waste hauler with no less than one time per week service for trash, recycling, and organics recycling. These shall be properly maintained and not allowed to overflow. Source separated organic recycling is required unless alternatives are approved in writing from the Public Works Director. (Public Works, Water Quality)

21.3. For phased construction, as buildings are occupied, the applicant shall ensure there is adequate room and clearance for solid waste trucks and for placement of construction bins on site during construction. Access ways shall not be blocked without written approval of the Building Official. (Public Works)

21.4. The applicant shall not install a trash compactor at the site without first having received written approval from the City's solid waste hauler. *(Public Works)*

22. Security

22.1. N/A

23. Fire

23.1. **Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- fire master plan (service code PR145)

Prior to issuance of a building permit:

- architectural (service codes PR264-PR272, full review)
- alternative methods and materials (AM&M) request (service code PR910), if any portion of the structure will be occupied prior to completion of the entire structure. Phased occupancy AM&M requests shall accompany the architectural submittal.

- underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- fire sprinkler system (service codes PR400-PR465)

Prior to concealing interior construction:

- sprinkler monitoring system (service code PR500)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org and clicking on "Business→Planning & Development Services" in the menu bar at the top of the screen.

23.2. **Temporary/Final Occupancy Inspections:** Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

23.3. **Phased Occupancy:** Phased occupancy of this structure shall be permitted only with prior approval from OCFA and the Building Official. Requests for phased occupancy shall be submitted for evaluation by OCFA as an alternate materials and methods proposal (PR910) accompanying the architectural submittal. Such requests shall be made prior to start of construction only.

23.4. **Lumber-drop Inspection:** After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

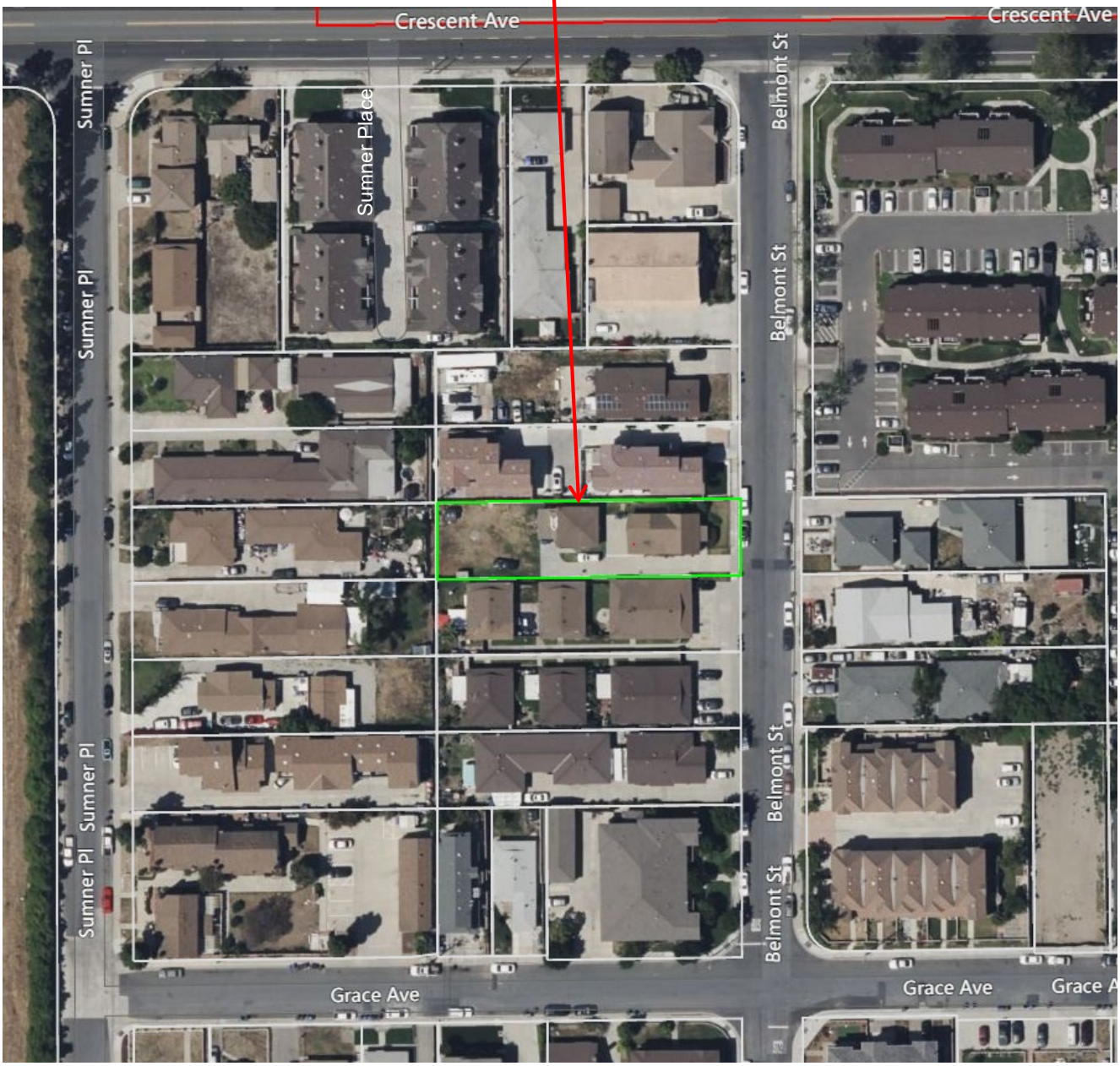
Effective: _____ (Date of CC Mtg.)

SECTIONS
1. General
2. Planning
3. Architectural

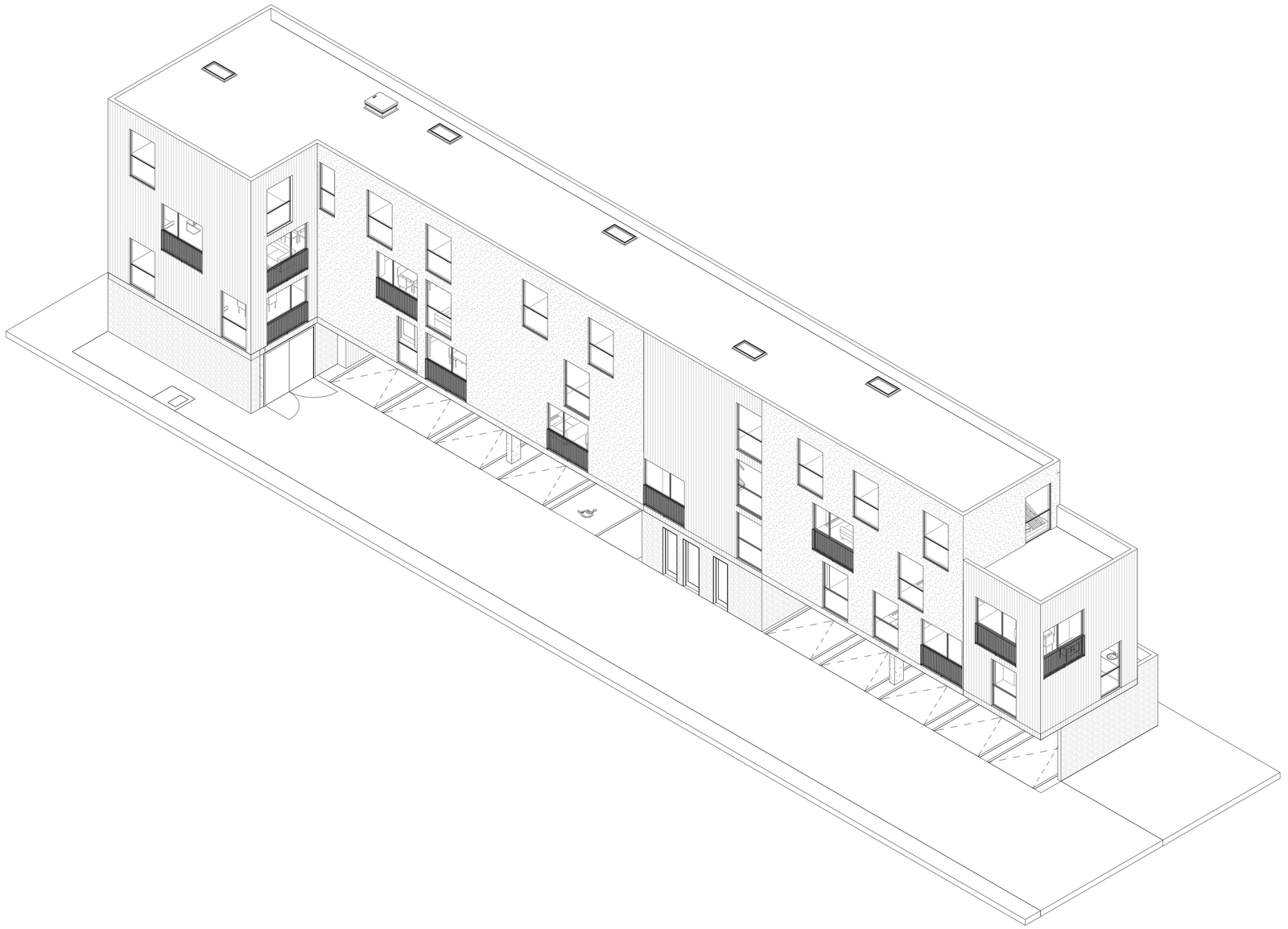
4. Signage
5. Landscaping
6. Operational
7. Property Maintenance
8. Fees
9. Engineering
10. Landscaping in the Public Right-of-Way
11. Sewer and Wastewater
12. Street Trees
13. Street Lighting
14. Streets
15. Subdivisions
16. Traffic
17. Utilities
18. Drainage
19. Storm Water Quality
20. Building & Safety
21. Solid Waste
22. Security
23. Fire

Conditional Use Permit No. 2023-02

PROJECT SITE
8561 Belmont Street



VICINITY MAP



8561 BELMONT ST
SCHEMATIC DESIGN
03.03.2023

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ORIGINAL SHEET SIZE 24" x 24"

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ABREVIATIONS

A	
ADJ	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
ANCH	ANCHOR
ANOD	ANODIZED
ACP	ACOUSTICAL CEILING PANEL
APPD	APPROVED
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
AV	AUDIO VISUAL
B	
BD	BOARD
BLDG	BUILDING
BOH	BACK OF HOUSE
BOT	BOTTOM
BSMT	BASEMENT
C	
CAB	CABINET
CG	CORNER GUARD
CH	CHILLER
CIP	CASTINPLACE
CJ	CONTROL JOINT /...
CL	CENTER LINE
CLG	CEILING
CLR	CLEAR
CONC	CONCRETE
CONT	CONTINUOUS
COORD	COORDINATE
CORR	CORRIDOR
CT	CERAMIC TILE
CW	COLD WATER (PIPING)
D	
DEG	DEGREE
DEMO	DEMOLITION
DEPT	DEPARTMENT
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DN	DOWN
DR	DOOR
DW	DISHWASHER
DWG	DRAWING
E	
(E)	EXISTING
E	EAST
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
EXT	EXTERIOR
F	
FA	FIRE ALARM
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF&E	FURNITURE, FINISHES...
FO	FACE OF
FP	FIRE PROTECTION
FT	FEET
FRT	FIRE RETARDANT TREATED
G	
GA	GAUGE / GAGE
GALV	GALVANIZED
GC	GENERAL CONTRACT(OR)
GL	GLASS
GWB	GYPSUM WALLBOARD
H	
HB	HOSE BIB
HM	HOLLOW METAL...
HO	HOLDOPEN
HORIZ	HORIZONTAL
HVAC	HEATING, VENTILATION,...
HW	HOT WATER
I	
IN	INCH
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
INV	INVERT
L	
LAV	LAVATORY
LB	POUND
LF	LINEAR FOOT
LT	LIGHT

M	
MAX	MAXIMUM
MDF	MEDIUM DENSITY FIBERBOARD
MEP	MECHANICAL, ELECTRICAL, PLUMBING
MECH	MECHANICAL
MANUF	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MTD	MOUNTED
MTL	METAL
N	
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OC	ON CENTER
OH	OVER HEAD
OPH	OPPOSITE HAND
OPP	OPPOSITE
OPPHD	OPPOSITE HAND
ORD	OVERFLOW ROOF DRAIN
P	
P	PAINT
PL	PLATE
PNL	PANEL
POL	POLISHED
PSF	POUNDS PER SQUARE FOOT
PT	POINT / PRESSURETREATED
PTD	PAPER TOWEL DISPENSER / PAINTED

TEAM

OWNER

8561 BELMONT , LLC
8561 BELMONT ST.,
CYPRESS. CA 90630
PHONE 562-756-1109
EMAIL: PATRICKLABIB@GMAIL.COM
CONTACT PATRICK LABIB
:

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:

CIVIL

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GARDEN GROVE, CA 92844
PHONE 714-323-5795
EMAIL: CONTACT@JOYENGINEERING.COM
CONTACT JIN KIM
:

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EMAIL: PAUL@CANYONPARKSTUDIO.COM
CONTACT PAUL MAKSY
:

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EL SEGUNDO, CA 90245
PHONE 213-239-9700
EMAIL: JOHN@LABIBFUNK.COM
CONTACT JOHN LABIB
:

MEP

HARITON ENGINEERING, INC.
456 E. ORANGE GROVE BLVD. SUITE 301
PASADENA, CA 91104
PHONE 626-449-4223
EMAIL: INFO@HARITONENG.COM
CONTACT CELESTIN HARITON
:

PROJECT INFORMATION

PROJECT ADDRESS	8561 BELMONT ST CYPRESS, CA		
EXISTING ELEMENTS	EXISTING 2 UNITS		
PROJECT DESCRIPTION	NEW CONSTRUCTION OF 8-UNIT APARTMENT BUILDING. OVERALL BUILDING HEIGHT: 39.5 FEET FLOOR AREA LEVEL 1: 516 SF FLOOR AREA LEVEL 2: 2,899 SF FLOOR AREA LEVEL 3: 2,899 SF FLOOR AREA LEVEL 4: 2,839 SF TOTAL RESIDENTIAL FLOOR AREA: 9,182 SF		
PARCEL ID NO.	262-311-09		
ASSESSOR'S PARCEL	LOT	NUMBER	AREA
	8561 BELMONT ST	11/A	10,005 SQFT
LEGAL DESCRIPTION	DOC. REF. NO.	BLOCK	TRACT
	201100158311	NONE	TR 489
MAP REF. NO. OR TAG	N-TR 489 A LOT 11		

BUILDING CODE ANALYSIS

BUILDING OCC. SUMMARY	R 2
TYPE OF CONSTRUCTION	VB
FIRE PROTECTION	NFPA 13R SPRINKLER SYSTEM
MAX HEIGHT, STORIES, & AREA (CHAPTER 5)	STORIES: 4 BUILDING CODE FLOOR AREA: 13,958.17 SF
APPLICABLE CODES	
NFPA 13R SPRINKLER SYSTEMS AS PER SEC 503.1.1, THE DIMENSION OF THE 150' FIRE APPARATIS ACCESS POND MAY BE INCREASED IF THE BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM AND DOES NOT HAVE MORE THAN 2 GROUP R-2 ON GROUP OCCUPANCIES.	
GENERAL NOTES	

ZONING INFORMATION

ZONING SUMMARY	RM 20-FA
LAND USE	RESIDENTIAL MULTIPLE FAMILY ZONE/FARM ANIMAL OVERLAY ZONE
LOT AREA	10,005 SF
DENSITY RATIO PER ZONING	20 UNITS / ACRE
BASE DENSITY	4.59, ROUNDED UP TO 5 USING STATE DENSITY BONUS LAW
DENSITY WITH 50% INCREASE WITH STATE DENSITY BONUS LAW	7.5, ROUNDED UP TO 8
BASE DENSITY	4.59, ROUNDED UP TO 5 USING STATE DENSITY BONUS LAW. 15% OF THE UNITS HAVE TO BE VERY LOW INCOME TO QUALIFY FOR THIS
LOT COVERAGE	
BUILDING FOOTPRINT	4,263 SF
LOT AREA	10,005 SF
LOT COVERAGE (BUILDING FOOTPRINT / LOT AREA)	4,263 SF / 10,005 SF = 43% < 45%

UNIT TYPES AND AMOUNT

PROPOSED	1 X 1 STUDIO 3 X 1 BEDROOMS 4 X 3 BEDROOMS TOTAL = 8 UNITS AFFORDABLE UNITS = 15% OF 8, WHICH IS 1.2 ROUND UP TO 2 UNITS
PARKING RATIO AS PER STATE DENSITY BONUS, INCLUSIVE OF GUEST PARKING	STUDIO - 1 BEDROOM: 1 PARKING SPACE 2 - 3BEDROOM UNIT: 1.5 PARKING SPACES 1 X 1 STUDIO & 3 X 1 BEDROOMS = 4 PARKING SPACES 4 X 3 BEDROOMS = 6 PARKING SPACES TOTAL = 10 PARKING SPACES
INCENTIVES	15% OF 8 UNITS QUALIFIES THE PROJECT FOR 3 INCENTIVES UNDER THE STATE DENSITY BONUS LAW
REQUESTED INCENTIVES	REDUCED SIDE YARD ON FIRST FLOOR DOWN TO 4' INCREASED LOT COVERAGE ADDITIONAL FLOOR, WITH ANY EXTRA FLOORS SET BACK 15' FROM FRONT FACADE REDUCTION TO REQUIRED LANDSCAPED AREA

UNIT AREA

GROSS	10,662 SF
UNIT 1	600 SF
UNIT 2	600 SF
UNIT 3	450 SF
UNIT 4	743 SF
UNIT 5	1,177 SF
UNIT 6	1,265 SF
UNIT 7	1,320 SF
UNIT 8	1,478 SF
LANDSCAPE	1,360 SF

REQUESTED INCENTIVES

1. REDUCTION IN REQUIRED OPEN SPACE AREA (ZONING CODE SECTION 2.05.040)
2. REDUCTION IN LANDSCAPE OPEN AREA (ZONING CODE 2.05.040)
3. PROVISION OF PARKING IN TUCK UNDER CARPORT RATHER THAN IN AN ENCLOSED GARAGE (ZONING CODE SECTION 2.05.050)

REQUESTED WAIVERS

1. REDUCTION OF NORTH SIDEYARD SETBACK FROM 10' - 0" TO 4' - 0" (ZONING CODE SECTION 2.05.040)
2. INCREASE IN MAXIMUM HEIGHT FROM 35' - 0" TO 39' - 6" (ZONING CODE SECTION 2.05.40)

NOTES
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SUBMISSION	DATE	DESCRIPTION
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2	01/17/2023	CITY OF CYPRESS REVIEW
3	01/20/2023	CITY OF CYPRESS REVIEW
4	02/02/2023	CITY OF CYPRESS REVIEW
5	02/15/2023	CITY OF CYPRESS REVIEW
7	03/03/2023	CITY OF CYPRESS (ENTITLEMENT)

REV	DATE	DESCRIPTION

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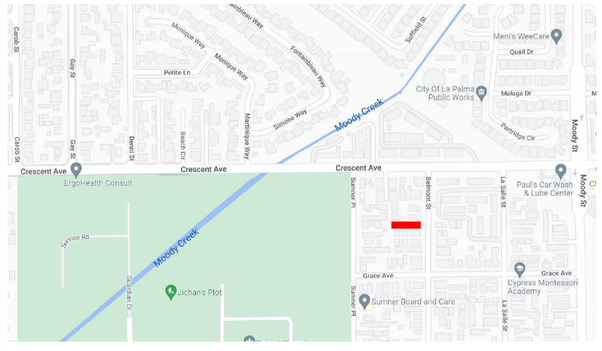
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BLDG DEPT. NO.	
SCALE	1/4" = 1'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

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PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **G001/**

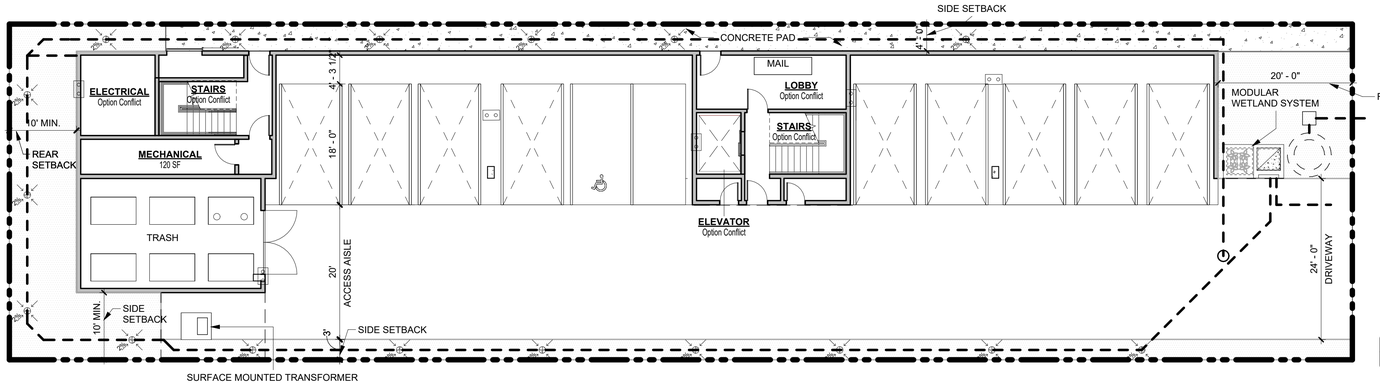
VICINITY MAP



8561 BELMONT ST, CYPRESS CA 90630

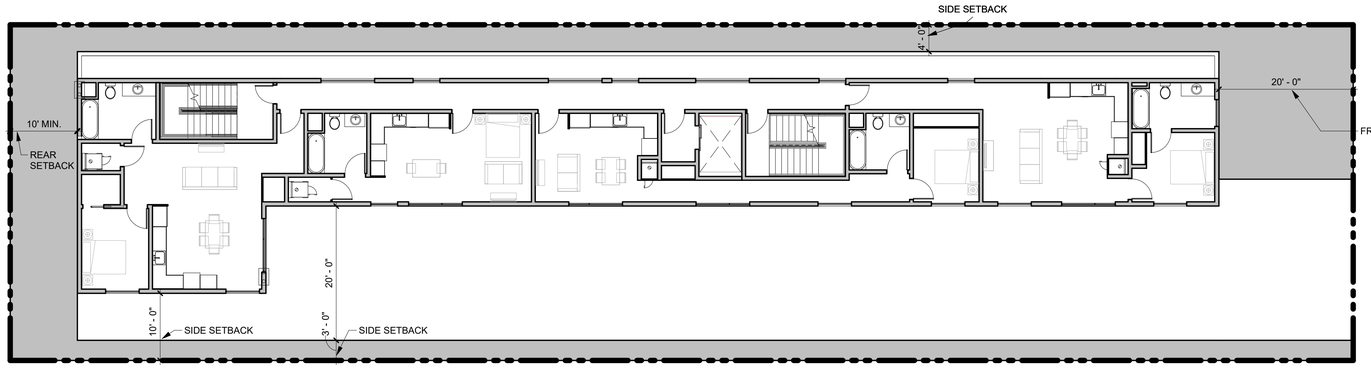
AERIAL RENDER





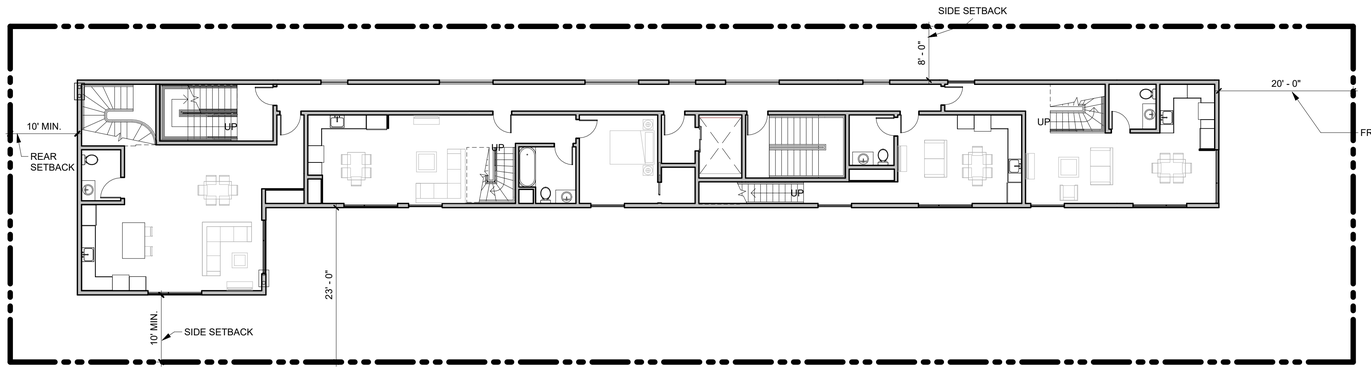
A101 / 1 **OVERALL PLAN - FIRST FLOOR**

3/32" = 1'-0"



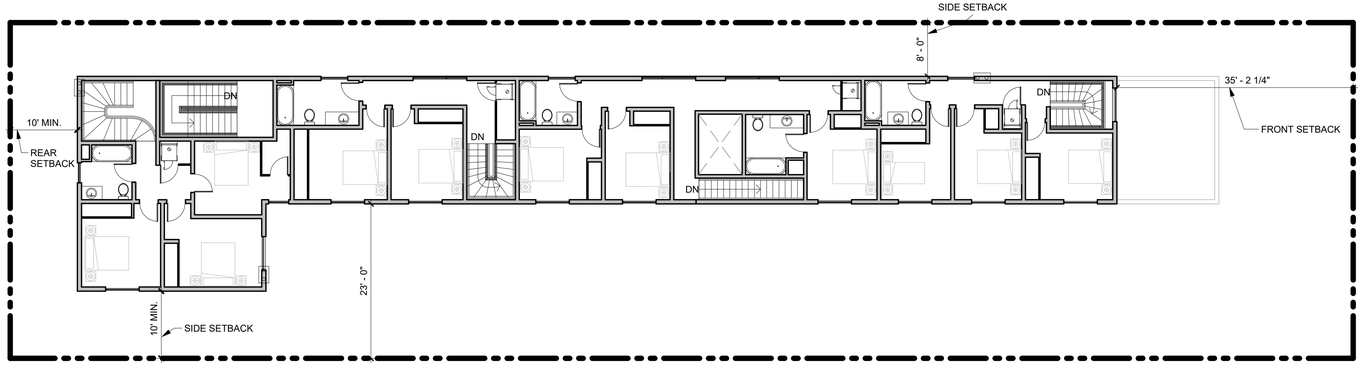
A101 / 2 **OVERALL PLAN - SECOND FLOOR**

3/32" = 1'-0"



A101 / 3 **OVERALL PLAN - THIRD FLOOR**

3/32" = 1'-0"



A101 / 4 **OVERALL PLAN - FOURTH FLOOR**

3/32" = 1'-0"

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	3/32" = 1'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

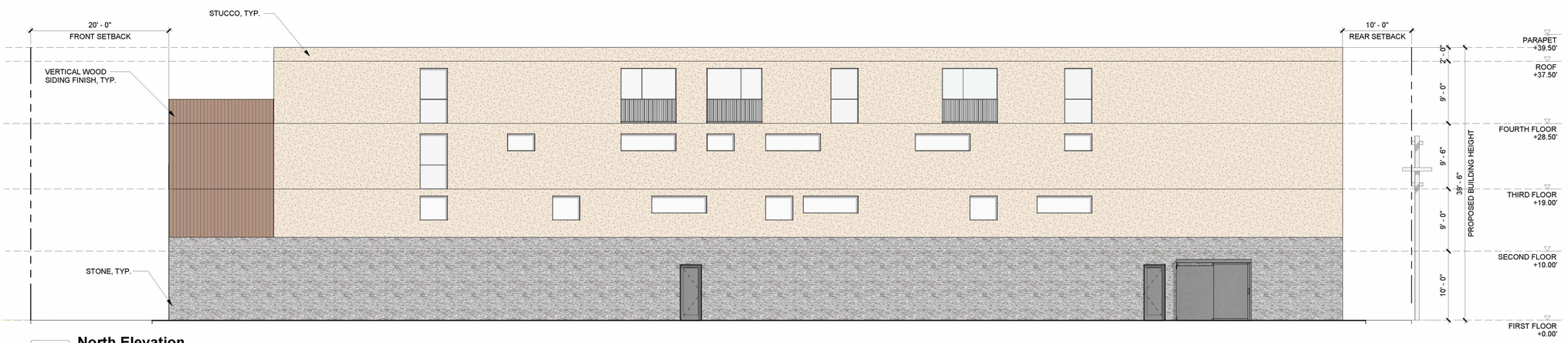
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PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **A101/**

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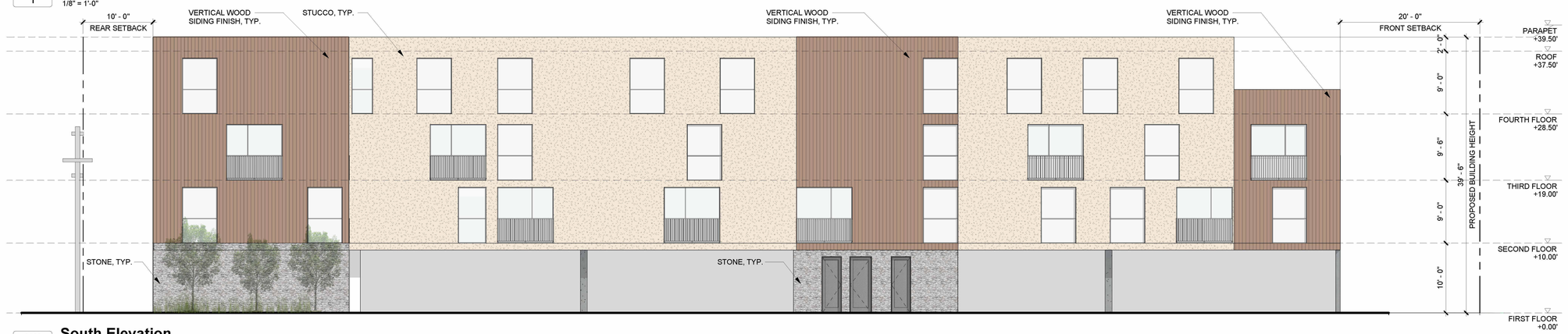
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A202
1

North Elevation

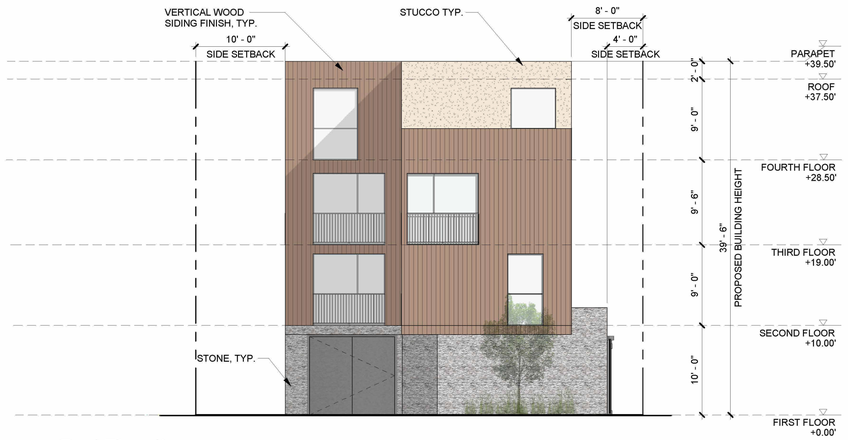
1/8" = 1'-0"



A202
2

South Elevation

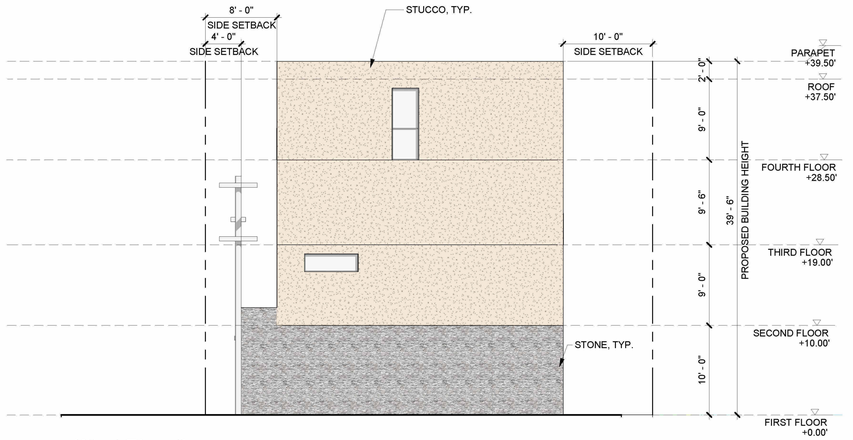
1/8" = 1'-0"



A202
3

East Elevation

1/8" = 1'-0"



A202
4

West Elevation

1/8" = 1'-0"



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CLIENT

JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

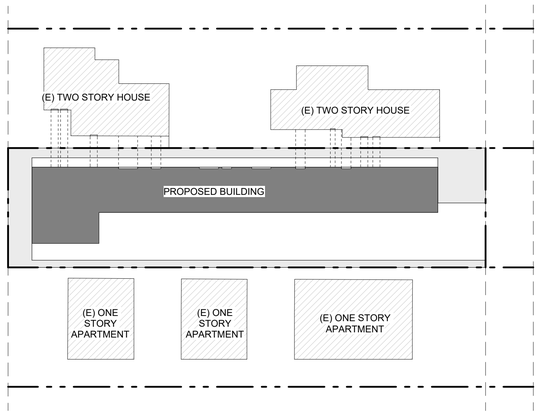
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PROJECT NAME: **8561 BELMONT ST**

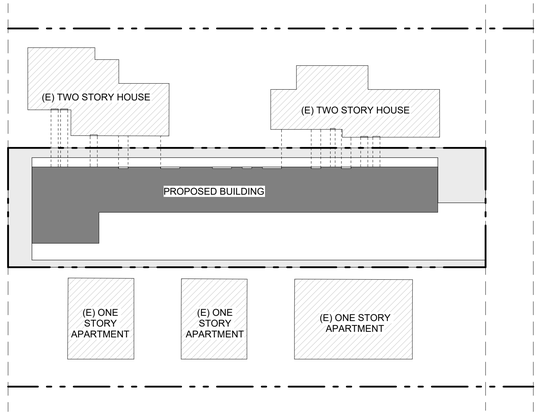
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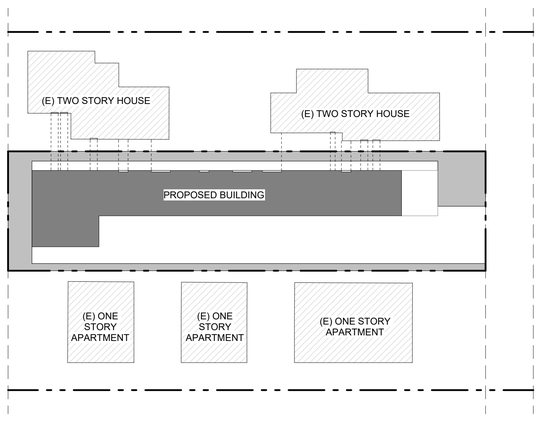
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SECOND FLOOR



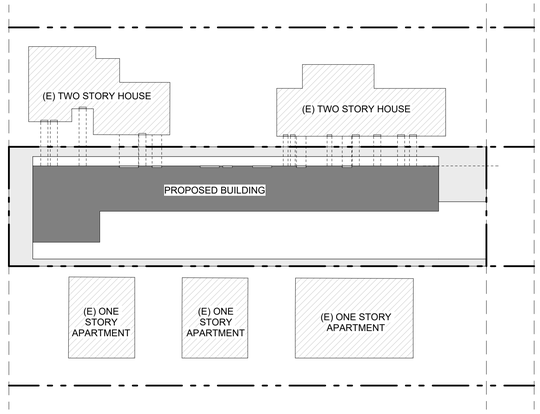
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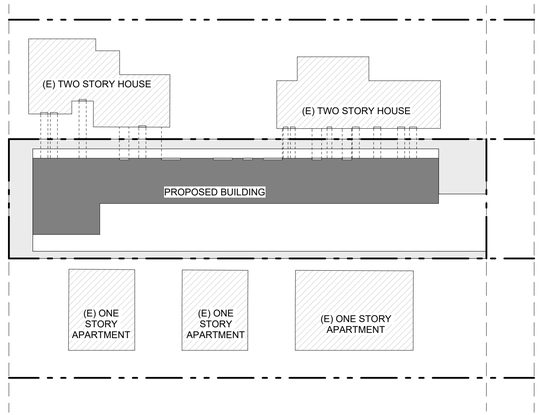
FOURTH FLOOR

G011 2 NEIGHBOURHOOD STUDIES - WINDOW ALIGNMENT GROUND LEVEL

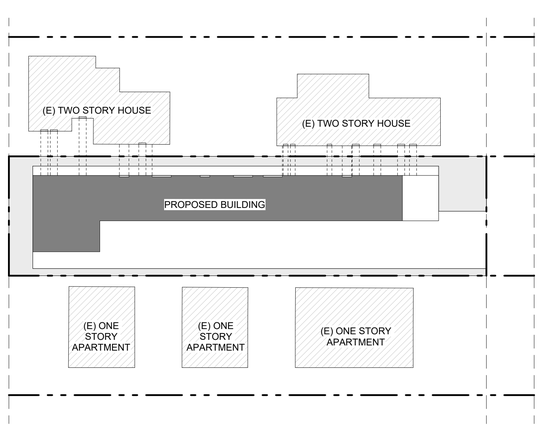
1" = 30'-0"



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR

G011 1 NEIGHBOURHOOD STUDIES - WINDOW ALIGNMENT SECOND LEVEL

1" = 30'-0"

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GENERAL NOTES:

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SUBMISSION	DATE	DESCRIPTION
01	12/09/2022	CITY OF CYPRESS REVIEW
02	01/17/2023	CITY OF CYPRESS REVIEW
03	01/20/2023	CITY OF CYPRESS REVIEW
04	02/02/2023	CITY OF CYPRESS REVIEW
05	02/15/2023	CITY OF CYPRESS REVIEW
06	03/02/2023	CITY OF CYPRESS (ENTITLEMENT)

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CLIENT

JOB NO:	22011
BLDG DEPT. NO.	
SCALE	1" = 30'-0"
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023
DRAWING NAME:	**WINDOW ALIGNMENT**
PROJECT NAME:	**8561 BELMONT ST**
DRAWING NO:	**G011/**

ORIGINAL SHEET SIZE 24" x 36"

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EXTERIOR VIEW - NORTH - FRONT YARD

NOTES

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GENERAL NOTES:

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5	02/15/2023	CITY OF CYPRESS REVIEW
6	03/03/2023	CITY OF CYPRESS (ENTITLEMENT)

REV	DATE	DESCRIPTION

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE -	
STATUS	SCHEMATIC DESIGN
DATE -	03.03.2023
DRAWING NAME:	**EXTERIOR RENDER - NEW**
PROJECT NAME:	**8561 BELMONT ST**
DRAWING NO:	**A01/**

ORIGINAL SHEET SIZE 24" x 36"

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EXTERIOR VIEW - NORTH - FRONTYARD

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REV	DATE	DESCRIPTION

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

DRAWING NAME: **EXTERIOR RENDER - NEW**

PROJECT NAME: **8561 BELMONT ST**

DRAWING NO: **A02/**

ORIGINAL SHEET SIZE 24" x 36"

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EXTERIOR VIEW - SOUTH - FRONT YARD

ORIGINAL SHEET SIZE 24" x 36"

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JOB NO:	22011
BLDG DEPT. NO.	
SCALE	-
STATUS	SCHEMATIC DESIGN
DATE	03.03.2023

DRAWING NAME: EXTERIOR RENDER - NEW

PROJECT NAME: 8561 BELMONT ST

DRAWING NO: A03/

NOTICE OF EXEMPTION

FROM: City of Cypress
5275 Orange Avenue
Cypress, CA 90630

TO: __X__ County Clerk-Recorder
Public Services Division
P.O. Box 238
Santa Ana, CA 92702

Project Title Conditional Use Permit No. 2023-02		
Project Location - Specific 8561 Belmont Street		
Project Location - City Cypress		**Project Location - County** Orange
Description of Nature, Purpose, and Beneficiaries of Project A request to demolish two existing dwelling units and construct an eight-unit apartment building on a 10,000 square-foot property, owned and operated by Mr. Patrick Labib.		
Name of Public Agency Approving Project City of Cypress		
Name of Person or Agency Carrying Out Project (Applicant's Name and Address) Mr. Patrick Labib of 8561 Belmont, LLC, 8561 Belmont Street, Cypress, CA 90630		

Exempt Status: (Check One)
___ Ministerial (Sec. 21080(b)(1);15268);
___ Declared Emergency (Sec. 21080(b)(3);15269(a));
___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__X__ Categorical Exemption, Class 32 (Sec. 15332(a-e))		

Reasons why project is exempt: The project consists of in-fill development on a site that: (a) is consistent with the general plan and zoning designations, (b) is less than five acres in size within an urbanized area, (c) has no habitat for endangered species, (d) does not result in significant effects relating to traffic, noise, air quality, or water quality, and (e) is adequately served by all required utilities and public services.		
Lead Agency Contact Person Alicia Velasco, Planning Director	**Area Code** (714)	**Telephone Number** 229-6720

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project?
   Yes __X__ No _____

_____ Alicia Velasco

Signature Date Planning Director

☒ Signed by Lead Agency

PL-5 Rev. 2011

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **3.**

FROM: Alisha Farnell, City Clerk

DATE: 04/10/2023

SUBJECT: **Receive and File Public Comments Submitted for the April 10, 2023 City Council Meeting**

RECOMMENDATION

Receive and file submitted public comments.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **5.**

FROM: Alisha Farnell, City Clerk

DATE: 04/10/2023

SUBJECT: **Approve Minutes - Meeting of March 20, 2023 and March 27, 2023**

RECOMMENDATION

Approve as submitted.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

March 20, 2023 Special City Council Meeting Minutes

March 27, 2023 City Council Meeting Minutes

SPECIAL MEETING
CYPRESS CITY COUNCIL
MARCH 20, 2023
10:00 A.M.

A special meeting of the Cypress City Council was called to order at 10:01 a.m. by Mayor Hertz-Mallari in the Executive Board Room, 5275 Orange Avenue, Cypress, California

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez – **absent**
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
City Clerk Alisha Farnell

ORAL COMMUNICATIONS (Limited to three minutes per speaker, unless modified by the City Council)

None.

CONSENT CALENDAR

Item No. 1: Receive Public Comments Submitted for the March 20, 2023 Special City Council Meeting

Recommendation: Receive and file submitted public comments.

The City Clerk reported that no public comments were submitted.

No action was taken.

CLOSED SESSION

The City Attorney announced the Closed Session item as follows:

LIABILITY CLAIMS
Pursuant to Section 54956.95
Claimant: Council Member Frances Marquez
Agency claimed against: City of Cypress

Mayor Hertz-Mallari recessed the meeting at 10:02 a.m.

Mayor Hertz-Mallari reconvened the meeting at 12:20 p.m.

REPORT OF CLOSED SESSION

The City Attorney reported that the City Council provided direction and no further reportable action was taken.

ADJOURNMENT

Mayor Hertz-Mallari adjourned the meeting at 12:21 p.m. to an adjourned Regular Meeting, to be held on Monday, March 27, 2023, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

REGULAR MEETING
CYPRESS CITY COUNCIL
MARCH 27, 2023
4:30 P.M.

A regular meeting of the Cypress City Council was called to order at 4:30 p.m. by Mayor Pro Tem Minikus in the Council Chambers, 5275 Orange Avenue, Cypress, California.

ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Anne Hertz-Mallari – arrived at 4:46 p.m.
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez – arrived at 4:31 p.m.
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
Assistant Director of Finance and Administrative Services Donna Mullally
City Clerk Alisha Farnell
Senior Management Analyst Kirsten Graham
Senior Management Analyst Jason Machado

ORAL COMMUNICATIONS ON CLOSED SESSION/ WORKSHOP ITEMS

Jimmy Fuller, Cypress, spoke regarding Non-Profit Grant Award Requests.

WORKSHOP SESSION

Review of Fiscal Strategies, Reserves, Pension Liabilities and Pension Trust

The Director of Finance and Administrative Services provided a report on this item.

City Council discussion ensued.

No action was taken.

Review of Contribution Policy for Non-Profit Organizations and Non-Profit Grant Award Requests for FY 2023-24 and FY 2024-25

The Director of Recreation and Community Services provided a report on this item.

Mayor Hertz-Mallari recused herself from the portion of the report and discussion regarding the Boys and Girls Club of Greater Anaheim-Cypress due to her employment with the organization.

City Council discussion ensued.

No action was taken.

Mayor Pro Tem Minikus recessed the meeting at 5:56 p.m.

RECONVENE

Mayor Hertz-Mallari reconvened the City Council meeting at 6:05 p.m.

ROLL CALL
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor Anne Hertz-Mallari
Mayor Pro Tem Scott Minikus
Council Member David Burke
Council Member Frances Marquez – arrived at 6:07 p.m.
Council Member Bonnie Peat

STAFF PRESENT

City Manager Peter Grant
City Attorney Fred Galante
Director of Finance and Administrative Services Matt Burton
Director of Public Works Doug Dancs
Director of Recreation and Community Services Jeff Draper
Chief of Police Mark Lauderback
Planning Director Alicia Velasco
City Clerk Alisha Farnell
City Engineer Nick Mangkalakiri

INVOCATION Charlie Koo, MiracleLand Baptist Church, led the Invocation.

PLEDGE OF ALLEGIANCE Shelley Henderson, Cypress resident, led the Pledge of Allegiance.

REPORT OF WORKSHOP AGENDA / CLOSED SESSION

The City Attorney reported that the City Council held a Workshop Session regarding two items listed on the agenda, review of Fiscal Strategies, Reserves, Pension Liabilities and Pension Trust and Review of Contribution Policy for Non-Profit Organizations and Non-Profit Grant Award Requests for FY 2023-24 and FY 2024-25. He further stated that the City Council received presentations on the two items and no reportable action was taken.

PRESENTATIONS

The Planning Director introduced Code Enforcement Officer Herbert Manansala.

The Director of Public Works introduced Associate Engineer Baruc Bravo.

The City Council presented a certificate of recognition to Shelly Henderson and her family.

ORAL COMMUNICATIONS ON AGENDA ITEMS

Mariellen Yarc, Cypress, spoke on behalf of the Cypress Chamber of Commerce regarding the Presentation item recognizing Shelly Henderson.

Katie Shapiro, Cypress, spoke regarding the Presentation item recognizing Shelley Henderson and Agenda Item No. 13.

Helen Le (via virtual participation), Cypress, spoke regarding Presentation item recognizing Shelley Henderson and Agenda Item No. 8.

PUBLIC HEARINGS

Item No. 1: Site Plan Review, Tentative Parcel Map, and Mitigated Negative Declaration for the Goodman Commerce Center at 5757 Plaza Drive

Mayor Hertz-Mallari opened the public hearing.

Mayor Hertz-Mallari invited members of the public to speak on this item.

Bob Youngsma, Cypress, spoke regarding traffic concerns.

Helen Le, Cypress, spoke regarding traffic and environmental concerns.

No further comments were made.

A motion was made by Mayor Pro Tem Minikus, and seconded by Council Member Marquez, to continue the public hearing to April 10, 2023.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Burke, Marquez, Peat, Minikus and Hertz-Mallari
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

CONSENT CALENDAR
All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item.

Mayor Pro Tem Minikus stated that Agenda Item No. 12, the Warrant Register, includes electronic fund transfer No. 12783 for $883.02 as reimbursement for medical coverage he is entitled to receive as a CalPERS annuitant. He indicated that in voting for any motion to approve the Warrant Register, he would not be voting on electronic fund transfer No. 12783 for the reason disclosed.

Council Member Marquez requested to pull Agenda Item No. 8.

A motion was made by Council Member Peat, and seconded by Council Member Burke, to approve Consent Calendar items No. 2 through 7 and 9 through 12.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Burke, Marquez, Peat, Minikus and Hertz-Mallari
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

Item No. 2: Receive and File Public Comments Submitted for the March 27, 2023 City Council Meeting

Recommendation: Receive and file submitted public comments.

Item No. 3: Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading

Item No. 4: Approve Minutes – Meeting of February 27, 2023 and March 13, 2023

Recommendation: Approve as submitted.

Item No. 5: Approve Purchase of Police Department Gas Masks

Recommendation: Approve the purchase of 70 Police Department gas masks from Curtis Blue Line for $40,590.47

Item No 6: Award a Contract for Design of the Oak Knoll Park Security Improvements, Project 331

Recommendation: Award a contract to Triad Consulting Group for the design of Oak Knoll Park Security Improvements, Projects 331, for $17,160 and authorize a contingency of $2,600.

Item No. 7: Approve a Lease and Service Agreement for Smart Waste and Recycling Trash Cans

Recommendation: Approve a five-year service agreement with Bigbelly Inc. for smart waste and recycling trashcans

Item No. 9: Receive and File the 2022 General Plan Annual Progress Report on the Implementation of the Housing Element

Recommendation: Receive and file the 2022 General Plan Annual Progress Report on the implementation of the Housing Element.

Item No. 10: Receive and File the Investment Report for the Month Ended February 28, 2023

Recommendation: Receive and file the attached investment report.

Item No. 11: Receive an Update on the Strategic Plan Six-Month Objectives

Recommendation: Receive an update on the Strategic Plan six-month objectives.

Item No. 12: Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of February 25, 2023 through March 10, 2023

Recommendation: Receive and file the attached payment register summarized below for the period of February 25, 2023 through March 10, 2023:

- Electronic Funds Transfers 12769 through 12805
- Warrants 61850 through 61949
- Payroll Transfers W1497

END OF CONSENT CALENDAR

Regarding Item No. 8: First Reading of Ordinance Amending the Municipal Code to Incorporate City Council approved changes to Agenda Structure

Council Member Marquez commented on this item.

A motion was made by Council Member Marquez to continue the item to the next regular City Council meeting.

City Council discussion ensued.

The motion made by Council Member Marquez was seconded by Council Member Burke, to continue the item to the next regular City Council meeting.

The motion was carried by the following roll call vote:

AYES: 3 COUNCIL MEMBERS: Burke, Marquez and Minikus
NOES: 2 COUNCIL MEMBERS: Peat and Hertz-Mallari
ABSENT: 0 COUNCIL MEMBERS: None

City Council discussion continued.

A motion was made by Mayor Pro Tem Minikus, and seconded by Council Member Peat, to clarify the prior motion voted on and limit the discussion on the continued item.

City Council discussion continued.

The motion was carried by the following roll call vote:

AYES: 3 COUNCIL MEMBERS: Peat, Minikus and Hertz-Mallari
NOES: 2 COUNCIL MEMBERS: Burke and Marquez
ABSENT: 0 COUNCIL MEMBERS: None

City Council discussion continued.

A motion was made by Mayor Pro Tem Minikus, and seconded by Council Member Peat, to reconsider the first reading of an Ordinance, by title only, amending Sections 2-1 and 2-2, and subsections thereunder, of the Municipal Code relating to the conduct of City Council meetings.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Burke, Marquez, Peat, Minikus and Hertz-Mallari
NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

A motion was made by Mayor Hertz-Mallari, and seconded by Council Member Peat, to Introduce for first reading an Ordinance, by title only, amending Sections 2-1 and 2-2, and subsections thereunder, of the Municipal Code relating to the conduct of City Council meetings with an amendment to section 2-2.15(a)2iii to remove the word “benefit” from revocation of special privileges.

The motion was unanimously carried by the following roll call vote:

AYES: 5 COUNCIL MEMBERS: Burke, Marquez, Peat, Minikus and Hertz-Mallari

NOES: 0 COUNCIL MEMBERS: None
ABSENT: 0 COUNCIL MEMBERS: None

A motion was made by Council Member Marquez, and seconded by Council Member Burke, to add an item to a future agenda to discuss and provide potential direction on the portions of Ordinance No. 1193 that were not amended by Item No. 8 on the March 27, 2023 agenda.

The motion was carried by the following roll call vote:

AYES: 3 COUNCIL MEMBERS: Burke, Marquez and Minikus
NOES: 2 COUNCIL MEMBERS: Peat and Hertz-Mallari
ABSENT: 0 COUNCIL MEMBERS: None

NEW BUSINESS

None.

CONTINUED ITEMS

Item No. 13: Receive an Update from the City Manager and Provide Direction Regarding the Civility, Conduct, Ethics and Governance Policy

Mayor Hertz-Mallari requested an update from the City Manager.

The City Manager stated there has been no changes since the March 13, 2023 meeting.

City Council discussion ensued.

No action was taken.

ORAL COMMUNICATIONS ON ITEMS NOT ON THE AGENDA

Lianne Osendorf, Cypress, spoke regarding Council Members dedication to their job, the fentanyl crisis, and letting past issues go.

Jose Meza, Buena Park, spoke regarding family history, tress, and wildlife.

Bob Youngsma, Cypress, spoke regarding an article written by Council Member Marquez.

Ed Kraemer (via virtual participation), Cypress, spoke regarding Agenda Item Nos. 8 and 13.

Glenn Button (via virtual participation), Cypress, spoke regarding City Council preparation and readiness.

Helen Le (via virtual participation), Cypress, thanked the City Council for civility on dais and spoke regarding Agenda Item No. 8.

COUNCIL MEMBER REPORTS AND REMARKS

Council Member Marquez:

Attended a graveyard service for a Cypress veteran and resident. Attended the Santa Ana River Flood Protection Agency executive committee meeting. Spoke regarding emails she received from Lexington Junior High students.

Council Member Peat:

Attended the Cypress Chamber of Commerce Networking Breakfast. Attended the Orange County Sanitation District board meeting. Attended the 2023 Woman of Distinction event hosted by Congresswoman Michelle Steel. Attended a Chamber of Commerce grand opening event for Bespoke Dental. Attended an Orange County Mosquito and Vector Control District board meeting. Attended a Boys and Girls Club of Greater Anaheim-Cypress event. Participated in a ride along with Orange County Fire Authority. Met with Goodman Commerce Center and received an update on the proposed project.

Council Member Burke:

Thanked everyone who participated in tonight's meeting and the Henderson family for their service to the community. Attended Bridges at Kraemer Place Community Advisory Board meeting.

Mayor Pro Tem Minikus:

Thanked everyone who participated in tonight's meeting. Spoke regarding his recent trip to Israel. Responded to public comments made during the March 13, 2023 City Council meeting.

Mayor Hertz-Mallari

Spoke regarding the emails she has received from Lexington Junior High students as part of their civic action week. Participated in a Mayor's roundtable event hosted by Congresswoman Michelle Steel. Attended Woman of Distinction events hosted by Congresswoman Michelle Steel and Assemblywoman Sharon Quirk-Silva. Attended a Chamber of Commerce grand opening event for Bespoke Dental. Met with Goodman Commerce Center and received an update on the proposed project.

CITY MANAGER REMARKS

Announced the City Council's Special Meeting for strategic planning, the upcoming Citizens Academy, and the Spring Egg Hunt.

ADJOURNMENT

Mayor Hertz-Mallari adjourned the meeting at 8:18 p.m. to an adjourned Regular Meeting, to be held on Monday, April 10, 2033, beginning at 5:30 p.m. in the Executive Board Room.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **6.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/10/2023

SUBJECT: **Accept the Arterial Rehabilitation, Project 316**

RECOMMENDATION

1. Accept the Arterial Rehabilitation, Project 316, in the amount of $1,738,259.02 and approve the final payment of $124,813.14 to Hardy and Harper, Inc.; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

DISCUSSION

On November 14, 2022, the City Council awarded a construction contract to Hardy and Harper, Inc. for the annual Arterial Rehabilitation project. The project resurfaced over 11 lane miles of pavement, including Cerritos Avenue (from Denni Street to Walker Street), Orange Avenue (from Moody Street to Valley View Street), and portions of Lexington Drive just south of Cerritos Avenue. The work began in December and was completed in March.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

BUDGET IMPACT

The original estimated cost of construction and inspection was $2,178,750, and final project cost is $1,738,259.02 as summarized in the attached table. Sufficient amounts are budgeted in the Traffic Mitigation Assessment Fund and the Road Maintenance and Rehabilitation Account (RMRA) Fund for these project costs.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Cost Table

PROJECT COST TABLE

Arterial Rehabilitation
Project 316

Item Description	Original Amount	Actual Expenditures	Difference
Construction			
Construction	$ 1,848,000.00	$ 1,659,641.02	$ 188,358.98
Construction Contingency	$ 185,000.00	$ -	$ 185,000.00
Sub-total Construction	$ 2,033,000.00	$ 1,659,641.02	$ 373,358.98
Construction Management & Inspection			
Inspection	$ 132,450.00	$ 78,618.00	$ 53,832.00
Inspection Contingency	$ 13,300.00	$ -	$ 13,300.00
Sub-total Construction	$ 145,750.00	$ 78,618.00	$ 67,132.00
Total Project	**$ 2,178,750.00**	**$ 1,738,259.02**	**$ 440,490.98**

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **7.**

FROM: Peter Grant, City Manager

DATE: 04/10/2023

SUBJECT: **Adopt a Resolution approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds with CVS, Allergan, Teva, Walmart and Walgreens**

RECOMMENDATION

Adopt a Resolution approving the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds with Teva, Allergan, CVS, Walgreens, and Walmart.

DISCUSSION

Tentative nationwide settlements have been reached with Walmart, Walgreens, Teva, Allergan, and CVS to resolve lawsuits accusing the pharmacy chains of mishandling opioid pain drugs. These nationwide settlements are the first settlements with retail pharmacy companies and follow the 2021 settlements with drug-makers and distributors.

In December 2021, the City Council approved participation in national opioid settlements with drug-makers and distributors (attached). As part of these settlements, the City agreed to a very broad release of opioid-related claims against the settling defendants, which included both known and unknown claims. Cypress was allocated approximately $59,000 from the settlement agreements and the proceeds may only be used for opioid remediation activities, which will be coordinated through the County of Orange. If the City Council chooses not to participate, Cypress' allocation will be redistributed to other agencies participating in the settlement.

BUDGET IMPACT

The actual amount the City will receive (and pass through to the County) from the settlement depends on a variety of factors, including the number of California municipalities participating.

LEGAL REVIEW

The City Attorney drafted the resolution.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution
December 2021 Agenda Item
Settlements Documents Package

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING THE CITY OF CYPRESS TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART, AND WALGREENS, AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and

WHEREAS on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. ("Walmart"); and

WHEREAS on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. – Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. – Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, "Teva"); and

WHEREAS on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in turn was f/k/a Watson Pharmaceutics, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc)(collectively, "Allergan"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation

and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, “CVS”); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. (“Walgreens”); and

WHEREAS, CVS, Teva, Walgreens, Walmart, and Allergan shall be referred in this Resolution as “Settling Defendants”; and

WHEREAS, as part of the settlements with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of the Settling Defendants; and

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Master Settlement Agreements with the Settling Defendants; and

WHEREAS, copies of the Master Settlement Agreements have been provided to the City Council with this Resolution; and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”); and

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (“Allocation Agreements”) from the settlements with the Settling Defendants; and

WHEREAS, copies of the Allocation Agreements for all of the settlements with the Settling Defendants have been provided with this Resolution; and

WHEREAS, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and

WHEREAS, under the Master Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreements with the Settling Defendants by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress hereby approves and authorizes Peter Grant, City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements and all exhibits thereto.

BE IT FURTHER RESOLVED that all actions heretofore taken by the City Council of the City of Cypress and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ___ day of _____, 2023.

_____

MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the __ day of __, 2022, by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular Item # 7.

FROM: Fred Galante, City Attorney

DATE: 12/13/2021

SUBJECT: **Approve Participation in the National Opioid Settlements**

RECOMMENDATION

That the City Council consider and take the following actions:

1. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; and

2. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and

3. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement; and

4. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement; and

5. Adopt a Resolution approving and authorizing the City Manager to execute the documents identified in Recommendation Nos. 1 through 4; and

6. Authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendation Nos. 1 through 4.

SUMMARY

Various states, counties, and cities have been in litigation with the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. (collectively, the "Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, the "Manufacturer") (for purposes of this report, the Distributors and Manufacturer are collectively referred to as the "Settling Defendants"). The litigation concerns the distribution and manufacture of opioids that have contributed to the opioid addiction epidemic in the United States. Two tentative settlements have been reached with the Distributors and Manufacturer, respectively ("National Opioids Settlements"). A "critical mass" of participation by

states, cities and counties must be achieved in order to proceed. This critical mass is determined by the Settling Defendants in their sole discretion. If a critical mass is not achieved, then the National Opioids Settlements do not proceed and the litigation continues. There are two parts to achieving critical mass: first, a critical mass of states must be achieved and, second, a critical mass of cities and counties must be achieved. At this stage, a critical mass of state participation has already occurred.

DISCUSSION

Assuming there is a critical mass to proceed, the payout amounts under the settlements with the Settling Defendants is contingent upon various factors, including the number of states, cities, and counties participating, with a maximum payout of $21 billion over the course of 18 years by the Distributors and $5 billion over no more than nine years by the Manufacturer to all participating entities. A fraction of that amount will be received by California, its counties, and cities. The actual amount for the City is dependent on a number of variables, including, but not limited to, the number of California cities and counties participating, whether or not cities later sue the Settling Defendants, and certain actions that may be taken by the State of California. Further, the City's share of the potential amount is determined using three factors: (1) Opioid use disorder; (2) Opioid deaths; and (3) Opioid dosage. If the City participates, the funds will automatically be allocated to the County unless the City opts to receive the funds directly; however, there are certain reporting and tracking requirements if the City receives the funds directly (see below).

By participating in the National Opioid Settlements, the City would be agreeing to a very broad release of claims relating in any way to opioids against the Settling Defendants, which includes both known and unknown claims. However, not participating and litigating on its own means that the City is required to comply with very strict deadlines with respect to litigation.

The National Opioids Settlements will allow for a range of approved abatement uses, which includes a range of intervention, treatment, education, and recovery services. However, the use of funds are restricted to the abatement uses, including 50% per calendar year on high impact abatement uses, identified in the settlements (see, e.g., Attachments 3 and 4, and Exhibit E of Attachments 6 and 7). There are also significant public reporting and tracking requirements on the expenditures for such funds, which may make County receipt and expenditure of such funds more desirable. For example, the settlement with the Manufacturer would require the following reporting and tracking:

1. Preparation of annual written reports regarding the use of the funds. This report must include a certification that all funds received have been used in compliance with the Manufacturer settlement agreements. This report must be in a form that is approved by the California Department of Health Care Services ("DHCS").
2. The City would be required to track all deposits and expenditures.
3. Funds not used for a permitted purpose must be identified and included in the annual report (including any attorneys' fees, investigation costs, or litigation costs). This information must also be reported to the Manufacturer and the settlement fund administrator.

In terms of enforcement, if DHCS believes that the use of settlement funds is inconsistent with the requirements, it must meet and confer with subdivision (i.e., the City), and if not resolved, DHCS may perform an audit. If the issue is not resolved, DHCS can bring a motion or action in court to resolve the concern or to enforce the terms of the settlement agreement/state-allocation agreement. There are also time limits on expenditure where money not expended or encumbered within 5 years of receipt must be transferred to the State. However, these requirements only apply to the City if it elects to receive direct distribution and does not apply if the funds go to the County.

The National Opioids Settlements also provide for injunctive relief that requires changes to the Distributors' and Manufacturer's conduct. This includes the creation of a clearinghouse through which the Distributors will be required to account for their own shipments and the shipments of the

other distributors, in order to detect, stop, and report suspicious opioids orders. In addition, the Manufacturer (which ceased marketing opioids in 2015 and ceased selling opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years.

Approval of Recommendation Nos. 1 and 2 would authorize the City to participate in the National Opioid Settlements with the Settling Defendants on the terms and conditions of those settlement agreements. (Attachments 1 and 2)

Approval of Recommendation Nos. 3 and 4 would approve agreements with the State of California on the distribution and use of settlement funds, consistent with the National Settlement Agreements. (Attachments 3 and 4)

Approval of Recommendation No. 5 would approve and authorize the City Manager to execute all documentation necessary to participate in the National Opioid Settlements. (Attachment 5)

Approval of Recommendation No. 6 would authorize the City Manager to carry out all necessary acts to allow the City to participate in the National Opioid Settlements, including the transmittal of the above-mentioned executed documents.

City Council approval and authorization to execute, submit, and receipt of all required documents must be completed before January 2, 2022.

BUDGET IMPACT

Use of funds are restricted to the abatement of impacts of the opioid epidemic, including 50% per calendar year on high impact abatement uses, identified in the settlements. The actual amounts the City will receive depends on various factors, such as the number of California jurisdictions that participate in the settlement.

LEGAL REVIEW

The City Attorney prepared the report.

APPROVED BY: Peter Grant, City Manager

Attachments

Attachment 1 - Nat'l Opioid Settlement Form

Attachment 2 - Janssen Opioid Settlement Form

Attachment 3 - Final State Agreement Distributors Settlement

Attachment 4 - Final State Janssen Agreement Settlement

Attachment 5 - Resolution Authorizing CM to Sign Settlement

Attachment 6 - Final Distributor Settlement Agreement

Attachment 7 - Janssen Agreement

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New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Cypress city, CA
Reference Number: CL-383225

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because California is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

This electronic envelope includes eleven attachments:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- *California State-Subdivision Agreements for Teva, Allergan, CVS, Walgreens, and Walmart.*
- *Side-letter agreement between California and CVS.*

The *Participation Form* and *California Intrastate Allocation Agreement* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and CVS modifies the CVS National Settlement's incentive structure for subdivision participation as it applies to California.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns

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its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. These websites will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with CVS, which modifies the *CVS National Opioid Settlement.*

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and *California-State Subdivision Agreements ("Subdivision Agreements")* to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and the *Subdivision Agreements* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms* and *Subdivision Agreements*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the *Subdivision Agreement* and the *Participation Form* are required for participation in the corresponding settlement. As with electronic signature, returning manually signed *Participation Forms* and *Subdivision Agreements* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and *Subdivision Agreements* using DocuSign, signed *Participation Forms* and *Subdivision Agreements* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Forms* and the *Subdivision Agreements*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

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EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Cypress city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

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7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



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I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 7CE596A8-6AA0-4755-BA05-AA940FDE9921

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Cypress city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



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8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

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I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 7CE596A8-6AA0-4755-BA05-AA940FDE9921

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Cypress city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

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11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 7CE596A8-6AA0-4755-BA05-AA940FDE9921

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Cypress city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Cypress city	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

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6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



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I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement

1. Introduction

Pursuant to the Allergan Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Allergan Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Allergan Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Allergan Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections XII or XIII of the Allergan Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Allergan Settlement Agreement, acceptance of this CA Allergan Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.[2]

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Allergan Settlement Agreement.

b) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

[1] A parallel but separate agreement (the "CA Teva Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Teva Settlement Agreement.

[2] However, if Teva enters bankruptcy prior to the Effective Date, an eligible Subdivision can choose to only join the Allergan Settlement Agreement.

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f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Allergan Settlement Agreement, as well as applicable law, and the Allergan Settlement Agreement governs over any inconsistent provision of this CA Allergan Allocation Agreement. Terms used in this CA Allergan Allocation Agreement have the same meaning as in the Allergan Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Allergan Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Allergan Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

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The Settlement Fund payments to California,[3] pursuant to the Allergan Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Allergan Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Allergan Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of

[3] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Allergan Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Allergan Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

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c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Allergan Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Allergan Settlement Agreement or this CA Allergan Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise

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enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its

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contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Allergan Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Allergan Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Allergan Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

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c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Allergan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Allergan.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Allergan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Allergan Settlement Agreement, this CA Allergan Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Allergan Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Allergan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement is a requirement to be an Initial Participating Subdivision in the Allergan Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Allergan Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**



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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**



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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**



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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**



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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.



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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Allergan Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Allergan a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Allergan Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior awarc

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of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Allergan Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Allergan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Allergan Settlement Agreement and CA Allergan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Allergan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Allergan Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Allergan Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Allergan Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement

1. Introduction

Pursuant to the Teva Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the "Teva Settlement Agreement"), including Section VIII and Exhibit O, the State of California proposes this agreement (the "CA Teva Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Teva Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX, XIII, or XIV of the Teva Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Teva Settlement Agreement, acceptance of this CA Teva Allocation Agreement is a requirement to be an Initial Participating Subdivision.[1]

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Teva Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

[1] A parallel but separate agreement (the "CA Allergan Allocation Agreement") will govern the allocation, distribution, and use of settlement fund payments under the Allergan Settlement Agreement.

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g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Teva Settlement Agreement, as well as applicable law, and the Teva Settlement Agreement governs over any inconsistent provision of this CA Teva Allocation Agreement. Terms used in this CA Teva Allocation Agreement have the same meaning as in the Teva Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Teva Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Teva Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[2] pursuant to the Teva Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the

[2] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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Settlement Fund shall be combined pursuant to this CA Teva Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Teva Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Teva



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Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Teva Settlement Agreement and this CA Teva Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Teva Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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d) For the avoidance of doubt, and subject to the requirements of the Teva Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Teva Settlement Agreement and this CA Teva Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Teva Settlement Agreement or this CA Teva Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Teva Settlement Agreement or this CA Teva Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, 6 investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Teva Settlement Agreement and this CA Teva Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Teva Settlement Agreement and the MDL Fees Order,

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so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Teva Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Teva Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

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d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Teva Settlement Agreement and this CA Teva Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Teva Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Teva.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Teva Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Teva Settlement Agreement, this CA Teva Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Teva Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

a) Except as provided in the Teva Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement is a requirement to be an Initial Participating Subdivision in the Teva Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Teva Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**



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City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**



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City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**



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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.



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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Teva Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Teva a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Teva Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for 4 its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a

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final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Teva Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Teva Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Teva Settlement Agreement and CA Teva Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Teva Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Teva Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Teva Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Teva Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement

1. Introduction

Pursuant to the Walgreens Settlement Agreement, dated as of December 9, 2022, and any revision thereto (the "Walgreens Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walgreens Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walgreens Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Walgreens Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walgreens Settlement Agreement, acceptance of this CA Walgreens Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walgreens Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District,

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Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walgreens Settlement Agreement, as well as applicable law, and the Walgreens Settlement Agreement governs over any inconsistent provision of this CA Walgreens Allocation Agreement. Terms used in this CA Walgreens Allocation Agreement have the same meaning as in the Walgreens Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walgreens Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walgreens Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walgreens Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walgreens Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walgreens Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walgreens Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walgreens Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walgreens Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walgreens Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the Walgreens Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walgreens Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walgreens Settlement Agreement. Further,



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private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walgreens Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walgreens.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walgreens Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walgreens Settlement Agreement, this CA Walgreens Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walgreens Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walgreens Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement is a requirement to be an Initial Participating Subdivision in the Walgreens Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walgreens Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**



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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**



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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**



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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**



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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens

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Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walgreens Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walgreens a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walgreens Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walgreens Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walgreens Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walgreens Settlement Agreement and CA Walgreens Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walgreens Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walgreens Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walgreens Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walgreens Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement

1. Introduction

Pursuant to the Walmart Settlement Agreement, dated as of November 14, 2022, and any revision thereto (the "Walmart Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Walmart Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walmart Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections VIII or IX of the Walmart Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walmart Settlement Agreement, acceptance of this CA Walmart Allocation Agreement is a requirement to be a Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walmart Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

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i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walmart Settlement Agreement, as well as applicable law, and the Walmart Settlement Agreement governs over any inconsistent provision of this CA Walmart Allocation Agreement. Terms used in this CA Walmart Allocation Agreement have the same meaning as in the Walmart Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walmart Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walmart Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Walmart Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walmart Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walmart Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walmart Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walmart Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walmart Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement

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Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walmart Settlement Agreement or this CA Walmart Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walmart Settlement Agreement or this CA Walmart Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walmart Settlement Agreement, and, if applicable, the Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Teva Settlement Agreement, and Walgreens Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(W), of the Walmart Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walmart Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private



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counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walmart Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walmart Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walmart.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walmart Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walmart Settlement Agreement, this CA Walmart Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walmart Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walmart Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement is a requirement to be an Initial Participating Subdivision in the Walmart Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walmart Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**



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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walgreens Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in

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part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walmart Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walmart a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walmart Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walmart Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walgreens Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walmart Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walmart Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walmart Settlement Agreement and CA Walmart Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walmart Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walmart Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walmart Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walmart Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement

1. Introduction

Pursuant to the CVS Settlement Agreement, dated as of December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS (the "CVS Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA CVS Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the CVS Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the CVS Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the CVS Settlement Agreement, acceptance of this CA CVS Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the CVS Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

d) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA

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Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the CVS Settlement Agreement, as well as applicable law, and the CVS Settlement Agreement governs over any inconsistent provision of this CA CVS Allocation Agreement. Terms used in this CA CVS Allocation Agreement have the same meaning as in the CVS Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(E)(1) of the CVS Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the CVS Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the CVS Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA CVS Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

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A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the CVS Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA CVS Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



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e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the CVS Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the CVS Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the CVS Settlement Agreement and this CA CVS Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the CVS Settlement Agreement or this CA CVS Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the CVS Settlement Agreement or this CA CVS Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



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C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the CVS Settlement Agreement and this CA CVS Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the CVS Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the CVS Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the CVS Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel



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representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the CVS Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the CVS Settlement Agreement and this CA CVS Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the CVS Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and CVS.

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e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA CVS Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the CVS Settlement Agreement, this CA CVS Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA CVS Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the CVS Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



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The undersigned, Cypress city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement is a requirement to be an Initial Participating Subdivision in the CVS Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—CVS Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**



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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**



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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**



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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**



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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement

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Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the CVS Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and CVS a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the CVS Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the CVS Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.



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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the CVS Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the CVS Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the CVS Settlement Agreement and CA CVS Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the CVS Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the CVS Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the CVS Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the CVS Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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ZUCKERMAN
SPAEDER

Eric R. Delinsky
PARTNER
Zuckerman Spaeder LLP
edelinsky@zuckerman.com
202-778-1831

January 27, 2023

VIA EMAIL

Renuka R. George, Esq.
Senior Assistant Attorney General
Healthcare Rights and Access, California Department of Justice
Office of Attorney General Rob Bonta
1300 I Street
Sacramento, CA 95814
Email: renuka.george@doj.ca.gov

Re: CVS Opioids Settlement Agreement

Dear Ms. George:

This letter summarizes the agreement reached between CVS and the State of California regarding the multistate CVS Settlement Agreement dated December 9, 2022 regarding opioid claims by states and subdivisions (the "Multistate CVS Settlement Agreement").

CVS Health Corporation and CVS Pharmacy, Inc., and all of their past and present direct and indirect parents and subsidiaries ("CVS"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modifications to the Multistate CVS Settlement Agreement in its application to California. For the avoidance of doubt, the limited modifications set forth below apply only to California and to no other state or territory.

Incentives B and C with 99% C Participation

- At 99 percent participation for both Incentive B and C, Incentive B is to be treated as 100 percent for California, while Incentive C remains at 99. Under this scenario, California would earn 92.6 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- At 98 percent participation for Incentive B but 99 percent for Incentive C, Incentive B is to be treated as 99 percent for California, while Incentive C remains the same. Under this scenario, California would earn 91.2 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 99% participation for Incentive C.

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Incentives B and C with 98% C Participation

- At 98 percent participation for both Incentives B and C, Incentive B is to be treated as 99 percent for California. Under this scenario, California would earn 88.4 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 98% participation for Incentive C.

There are no other changes to Incentives B and/or C.

Incentive D Modifications

- 100 percent Incentive C participation = 6 percent Incentive D
- 99 percent Incentive C participation = 6 percent Incentive D
- 98 percent Incentive C participation = 7 percent Incentive D
- 97 percent Incentive C participation = 7 percent Incentive D
- 96 percent Incentive C participation = 8 percent Incentive D
- Below 96 percent Incentive C participation = 10 percent Incentive D

These limited California-specific modifications to the application of Incentives B and C were a necessary condition for California's decision to sign-on as a participating state to the Multistate CVS Settlement Agreement. The modifications to Incentives D were a necessary condition for CVS's agreement to the Incentive B and C modifications.

For the avoidance of doubt, all other terms and provisions in the Multistate CVS Settlement Agreement remain the same, including without limitation all participation tiers not specified above, all definitions, all release provisions, the ten-year payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Eric R. Delinsky
Counsel for CVS

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SO AGREED BY AND ON BEHALF OF THE STATE OF CALFORNIA:

Name: Renuka George
Title: Senior Assistant Attorney General
Date: 1/30/2023

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **8.**

FROM: Peter Grant, City Manager

DATE: 04/10/2023

SUBJECT: **Approve an Agreement for Property Management Services for 5121 Myra Avenue**

RECOMMENDATION

1. Approve an agreement with PMI Patron Management for property management services at 5121 Myra Avenue for an amount not to exceed $25,000; and

2. Authorize the City Manager to finalize and execute the agreement.

DISCUSSION

The City recently acquired the single family home (5121 Myra Avenue) adjacent to the Myra Avenue Stormwater Pump Station No. 1 to facilitate the pump station's replacement in FY 2025-26. The former owner of 5121 Myra Avenue relocated out of state and the City purchased the property for its appraised value, without the use of eminent domain. It is recommended the City rent the home until construction begins in a few years.

A Request for Proposals for property management services was released in March. The City received five proposals and PMI Patron Management (PMI) is recommended. Founded in 2018, PMI manages over 150 single-family homes and its employees have decades of experience in the Cypress area and have been very involved in the community. The three-year agreement includes a City option for two one-year extensions. PMI will receive an eight percent property management fee and manage all facets of renting the home (marketing, screening and selecting tenants, collecting rent, and maintenance). It is anticipated that the home will generate approximate $37,000 a year in net revenue to the City, with PMI earning approximately $3,200 annually for property management.

BUDGET IMPACT

Rental income, estimated to be $37,000 annually, will be recorded in the Capital Improvement Projects Fund and will be available for future capital projects.

LEGAL REVIEW

The City Attorney will approve the agreement as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

PMI Patron Property Management Proposal

PMI PATRON
DRE #02065930

Robert W Sittman III, Owner/Operator
Patron Property Management, Inc.
Dba: PMI Patron
3020 Old ranch Pkwy Suite 300 Seal Beach, CA 90740

March 24, 2023
Jason Machado, Senior Management Analyst
City of Cypress, Finance Department
5275 Orange Avenue Cypress CA 90630

Dear Jason Machado,

PMI Patron is pleased to submit the proposal to offer property management services for the property located at 5121 Myra Avenue, Cypress, CA 90630. In the following pages you will find a detailed description of the services and philosophy that makes. PMI Patron the premier property management company in Orange County specializing in managing single-family homes.

PMI Patron is a full service property management company with a team of professionals who have the expertise to provide you with the highest level of service and care to manage your property. We specialize in the following areas.

Property Marketing: We work to quickly find the right tenant for your home and use our proven marketing methods to attract high-quality tenants.

Tenant Screening: Every application undergoes a consistent and fair yet careful screening with background and financial checks designed to keep your interests protected. PMI Patron always follows the exact screening procedures to all potential applicants according to federal/state/local Fair Housing laws. PMI has never been found in violation or been accused of a fair housing violation.

Rent Collection and Payment Distribution. Getting your rent on time shouldn’t be a guessing game. We handle all billing and get your money to you on time. Our “On time Payment Guarantee” is that you will receive your payment distribution electronically within 10 business days or that months management fee is free.

PMI PATRON
DRE #02065930

Property Maintenance: We know how to keep your property in optimal condition. We handle all maintenance and coordinate repairs for you. We will not perform any maintenance issue costing over $500 without your prior approval.

Financial Reporting: We provide full visibility and monthly reports for your property. Access your account any time through the 24/7 Online Owner Portal. “Our accurate Accounting Guarantee” is that we promise to accurately account for your money each month or else that months management fee is free.

Property Inspections: Our regular in-person inspections allow us to identify potential problems in advance and keep your home healthy. Your property will receive a minimum of one full inspection per year with a detailed inspection report with an option to receive additional inspections throughout the year at your request for an extra cost of $150 per inspection.

Legal Compliance: We monitor laws and insurance regulations that impact your home and work to ensure that your property is legally compliant. PMI Patron has never been convicted or even accused of breaking any legal regulation.

Sincerely,
Robert Sittman

PMI PATRON
DRE #02065930

About PMI Patron

PMI Patron is designed with passive income in mind, giving you a stress-free experience knowing that your property will be profitable and cared for. PMI Patron offers the highest quality of services available and is the premier Property Management company in North Orange County.

As a high school student, Rob Sittman, owner of PMI Patron, remembered watching his parents manage their 12 rental properties while traveling on a cruise ship in the Caribbean. His parents were juggling rent collection, turnover maintenance, and a vacancy all while on vacation. Even while not traveling, they had jobs, a busy family life, and volunteered within the community. Despite all of this, they continued to manage their own rental properties without the help of a professional Property Manager.

The reason behind creating PMI Patron was to offer property owners the experience of earning passive income without having to deal with the hassle and hands-on experience of being a landlord. Since founding PMI Patron in 2018, the company has grown to manage over 150 single-family homes. The vision of PMI Patron is to manage over 1,000 single-family homes, 10,000 HOA units, and 100 Vacation rentals by the end of 2030.

Rob Sittman holds the prestigious Residential Management Professional (RMP®) designation from NARPM which sets him apart in an elite group of only 500 other property managers in the nation and only 3 in Orange County that hold this designation. This designation demonstrates a commitment to his business, career, along with a dedication to bettering the greater industry in general. Rob is also the Past President of the California NARPM chapter representing thousands of California Property Managers.

PMI Patron is part of a larger franchise that has been perfecting and changing the property management industry for over 20 years. The experience PMI Patron has gained worldwide… truly reflects within their service offerings on a local level.

The key to the success of PMI Patron is not only providing prompt, friendly, and professional services to property owners and their tenants but also understanding that property owners expect their property manager to be available and easily accessible when there is a problem or question. PMI Patron will increase the value of your real estate over time, maximize income, and protect against risk.

PMI PATRON
DRE #02065930

Our Team



Robert William Sittman III, RMP®

Owner
DRE # 02037326

Rob was born into a Real Estate and Property Management family. By the time he was 10 years old, he would spend summers delivering door hangers for his parent's Real Estate business. By the age of 15, he was performing maintenance, house cleaning, painting, and landscaping for the family business. By 17 years old he was working for a contractor doing room additions and remodels. At age 18 he began showing properties to prospective tenants. After completing his University studies and serving a two-year Spanish-speaking mission for the LDS church, Rob began working in property management full-time. He started as an Assistant Property Manager in 2015, then moved on to becoming a licensed agent and full-time Property Manager in 2017. In February 2018 Rob started PMI Patron as the sole owner and in 2021 he became a Real Estate Broker. Additionally, In 2021 Rob earned the prestigious RMP® designation which is held by only about 500 Property Managers around the country and only 3 in Orange County. Rob is an active member of NARPM serving as a board member at the local chapter and a committee member at the National level.

Rob's entire purpose in running this business is delivering a stress-free experience designed with passive income in mind. His systems and processes are built to put landlords at ease knowing that their property will be profitable month in and month out while enjoying a hands-off experience.



Delight Murphy Sittman

Broker
DRE # 00991161
Call or Text: 714.335.4950
Email: Delight@pmipatron.com

After obtaining her real estate license in the mid 80's, Delight became one of the top-producing real estate agents in California. For years her love for her clients drove her to greater heights as a real estate professional. Delight truly adores her clients as true friends and will go to great lengths to serve them.

Delight began managing properties in 1984, and her property management business took off in the mid to late 2000's. Property owners who knew Delight wanted passive income from their real estate investments, but they did not want to deal with the hassle of being a landlord.

PMI PATRON
DRE #02065930

Our Team



Rich Fieger

General Manager/Partner

Call or text: 562.318.4399

Email: rich@pmipatron.com

Rich comes to us with over 35 years of customer service management experience. Rich moved to California in the 80's to start a family owned print/design brokerage company with a niche in the motion picture industry designing and printing props. When his parents both passed in the spring of 2010 the joy and fun of that business disappeared. For the next ten years, Rich worked for a local church in Cypress managing teams and developing leaders. This fulfilled one of Rich's desires to be a pastor. He had worked in several churches as a volunteer in the youth ministry department as a leader, youth director, youth pastor and mentor for over 25 years.

During the pandemic a lot of churches and businesses had to lay off their employees and Rich was one of these. Rich prayed that the Lord would lead him to the next chapter in his life. This is where PMI Patron and Rich met. As Rich and Rob started working together they both realized they were a wonderful fit as their hearts and business desires fit so well together.

Rich has whole heartedly joined the PMI Patron team and has been taking classes to earn his Real estate License as well as taking other certificate classes to build a strong foundation of knowledge in property management. Rich will share with you that his desire for property owners is to enjoy peaceful passive income at the same time providing our renters with a safe affordable place to live. "It feels great to provide this need for our customers".



James Hudson

Assistant Property Coordinator

Call or Text: 714-886-6363
Email: James@pmipatron.com

James is a trained property coordinator and specialist in customer service. Among his many responsibilities at PMI Patron are the coordination of move-ins and move-outs, the onboarding of new properties, the coordination of maintenance work orders, the online marketing of vacant properties, and the screening of applicants.

James values consistency and accuracy in his work performance. He values prompt communication with clients and residents.

James enjoys cycling, playing the guitar, and spending time with his wife when he is not working.

PMI PATRON
DRE #02065930

Our Team



Raffy Gerald

Customer Service Specialist

Call or Text: 714.804.5909

Email: raffy@pmipatron.com

Raffy is a career-oriented and goal-driven individual whose interests are on social media management, property management, and copywriting. He had explored several career paths and had work experiences ranging from technical support representative to technical support adviser, administrative executive assistant, content moderator, and financial advisor.

Defying staticity and in pursuits of constant self-growth and career improvement, and has taken online classes. His varied remarkable work experiences had provided him with the necessary and relevant knowledge and skills set for a variety of jobs and tasks.

He believes that there are a number of different ways to learn new things and that learning is a lifelong process.

His diverse work experiences, training, online workshops, and classes he has attended made him acquire great learnings and skills which enable him to work on a variety of tasks. He started his journey as a customer service specialist, and values prompt response to clients and residents. His favorite aspect of Property Management is assisting residents in finding a suitable home that they can enjoy.

In his leisure time Raffy enjoys playing basketball, doing resistance training, trekking, traveling, online games, watching anime, and most of all, bonding with his pet cat named "Luffy" a black Persian-Siamese.



Sheila Williams
Bookkeeper

Call or text: 714.952.4950

Email: sheila@pmipatron.com

Sheila has been a Bookkeeper for almost five years in a different line of business. Her tasks in PMI Patron mainly manage the accounting system, reconciling accounts, auditing Trust Accounts, creating an invoice, and other tasks that involve the day-to-day financial running of a business. As a bookkeeper, she helps PMI Patron's mission by keeping herself more proactive, accurate, and accountable for my tasks.

During her leisure time, She enjoys and loves doing Karaoke, pigging out with friends, and daydreaming.

Sheila's top personal goals are to learn more, keep evaluating her life on a regular basis, and looking after her health.

PMI PATRON
DRE #02065930

Property Analysis:

PMI PATRON
DRE# 02065930

RENTAL PROPERTY
ANALYSIS REPORT

5121 MYRA AVE.
CYPRESS CA 90630

This report provides an in-depth comparison of **5121 MYRA AVE. CYPRESS CA 90630** and other properties in the area. Powered by RentRange®, this report gives you valuable insight for discerning investment property analysis.

RENTRANGE ESTIMATE
$ 3376

CONFIDENCE SCORE
90.0 %

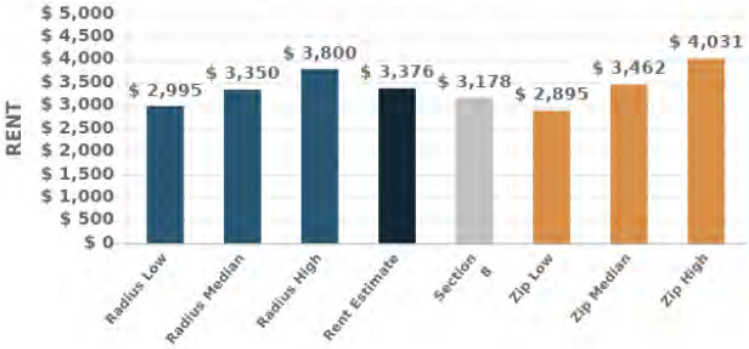
EST PROPERTY VACANCY RATE
3.94 %

SUBJECT PROPERTY DETAILS

TYPE	Single Family
YEAR BUILT	1962
SQ/FT	1340
SQ/FT LOT	5997
BEDS	3
BATHS	2.0
RADIUS SEARCHED	1.6 mi.
# OF COMPS	30
GLA SQ/FT VS COMPS	SMALLER THAN 50 %

Report Date: 03/23/2023 **Versions:** R34.A3

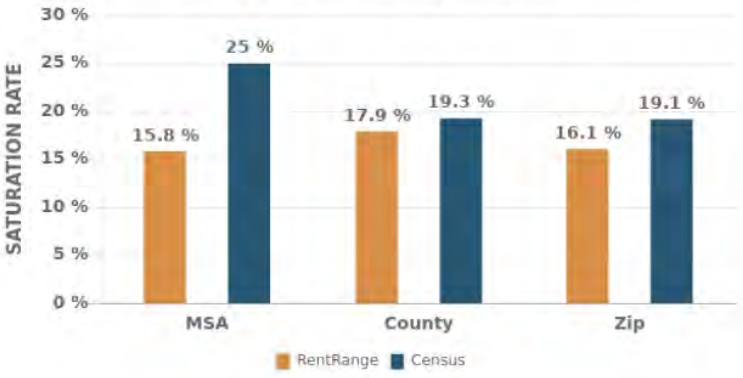
RENTAL BENCHMARKS



DAYS ON MARKET VS VACANCY IN COUNTY



RENTAL SATURATION BENCHMARKS



PMI PATRON
DRE #02065930

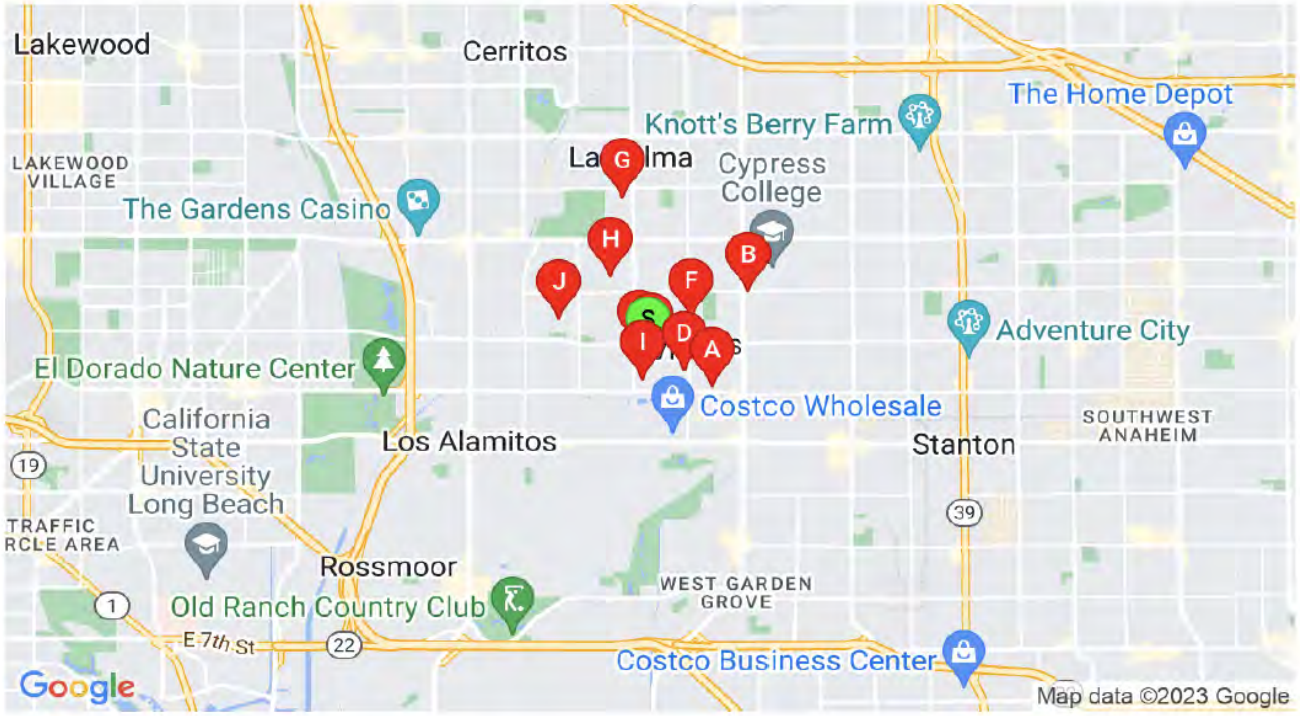
PMI PATRON
DRE# 02065930

RENTAL PROPERTY
ANALYSIS REPORT

COMPARABLE FOR-RENT PROPERTIES

5121 MYRA AVE.
CYPRESS CA 90630

	SQ/FT	Bed	Bath	Year Built	Dist	Type	Rent
A: 5702 ELINORA LN CYPRESS CA 90630	1,032	3	2	1962	0.66 mi.	Single Family	$ 3,250
B: 6042 ORANGE AVE CYPRESS CA 90630	1,032	3	2	1973	1.11 mi.	Single Family	$ 2,995
C: 5021 BELLE AVE CYPRESS CA 90630	1,205	4	1.5	1961	0.11 mi.	Single Family	$ 3,500
D: 5451 MARION AVE CYPRESS CA 90630	1,050	3	2	1962	0.36 mi.	Single Family	$ 3,500
E: 5142 BELLE AVE CYPRESS CA 90630	1,287	3	2	1961	0.04 mi.	Single Family	$ 3,300
F: 9745 SPRUCE CT CYPRESS CA 90630	1,710	3	2	1967	0.54 mi.	Single Family	$ 3,800
G: 4891 GRACE AVE CYPRESS CA 90630	1,106	3	2	1946	1.56 mi.	Single Family	$ 3,500
H: 9362 JULIE BETH ST CYPRESS CA 90630	1,400	3	2	1965	0.84 mi.	Single Family	$ 3,600
I: 5062 CITATION AVE CYPRESS CA 90630	1,956	4	2.5	1963	0.23 mi.	Single Family	$ 3,485
J: 4346 PASEO DE ORO CYPRESS CA 90630	1,536	3	2	1967	0.9 mi.	Single Family	$ 3,700



Proposed Monthly Rent: $3,300 - $3,700

PMI PATRON
DRE #02065930

References:

Laura Oaks - Phone number (714) 264-3099

Properties:

* 3515 W Greentree Cir Unit D Anaheim CA 92804
* 6445 San Marcos Way Buena Park CA 90620

Manny and Lalaine Vilafuerte - Phone#: (714) 496-7581

Properties:

* 747 N Philadelphia St Unit A, B and C Anaheim CA 92805
* 1412 Naples Pl Fullerton CA 92833

Rick Desai - Phone#: (562) 972-0755

Properties:

* 22311 Arline Ave - (Downstairs North Unit) Hawaiian Gardens, CA 90716
* 22315 Arline Ave - (Downstairs South Unit) Hawaiian Gardens, CA 90716
* 22311 Arline Ave. - (Upstairs North Unit) Hawaiian Gardens, CA 90716
* 22315 1/2 Arline Ave (Upstairs South Unit) Hawaiian Gardens, CA 90716

Matt Deller - Phone#: (909) 636-9077

Properties:

* 8465 E Cody Way Anaheim CA 92808-
* 13374 Crystal Springs Dr Corona CA 92883
* 2874 Echo Springs Dr Corona CA 92883
* 1881 Mitchell Ave Unit 5 Tustin CA 92780
* 7854 E Hampshire Rd Orange CA 92867

PMI Patron Management Snapshot:

PMI Patron currently manages 152 single family properties in Orange, Los Angeles and Riverside counties. Locally we manage properties in Cypress - 24, Buena Park - 11, Long Beach - 16, Anaheim - 12, Hawaiian Gardens - 5, La Palma - 1, Garden Grove - 4, Seal Beach - 2, and Huntington Beach - 1.

PMI PATRON
DRE #02065930

PMI BRAND PROMISE

EFFECTIVE COMMUNICATION

HONESTY AND INTEGRITY

ACCURATE ACCOUNTING

AVAILABILITY OF MANAGEMENT

Entrusting the management of your property to a third-party management company isn't an easy decision to make. When you realize our *Brand Promise is* our commitment to you, that decision becomes easy to make. We deliver on our *Brand Promise*.

How We Work

Start-up and Annual Review

Strategic Plan

- Owner Goals
- Base-line/ historical performance
- Strategic Plan Development
  - Staffing Plan
  - Detailed performance goals
  - Risk Mitigation
  - Investment plans

Systems and Banking Plan

- Determine Property Management system to be used – PMI, Owner, New?
- Security Deposit reconciliation and conversion to new account.
- Rental Payments – Conversion and notification
- Vendor alignment and payment system

Physical Site Plan

- Safety Review and updates
- Utility / Fire systems review
- Maintenance plan – review contracts
- Construction Project plans
- Emergency plan – Weather, Fire, Power, Societal Unrest

Daily Property Management



PMI PATRON
DRE #02065930

Daily Property Management

We take pride in managing all aspects of property management and we do it better than any other company.

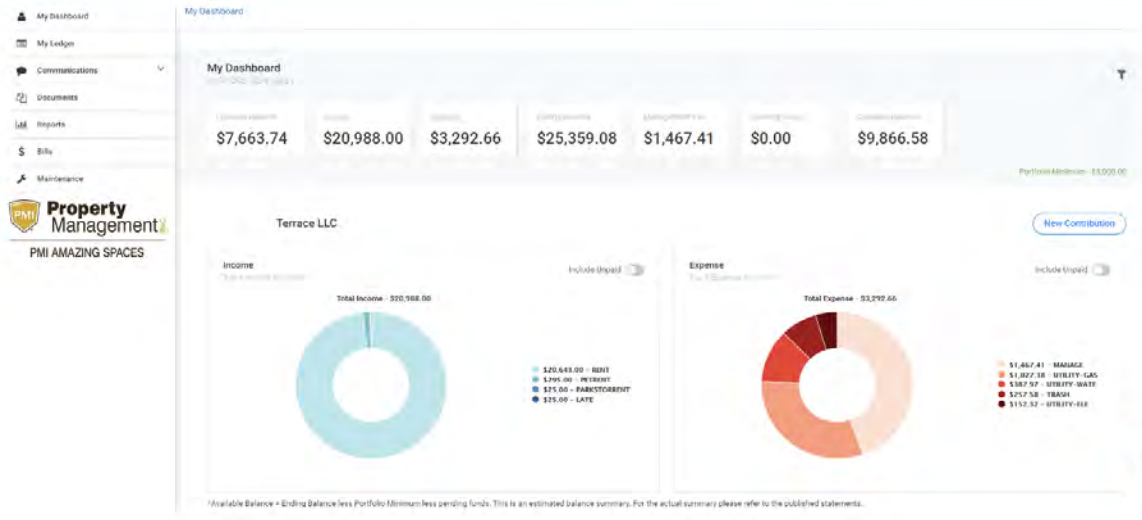


See more details in appendix

Key Points of PMI Service:

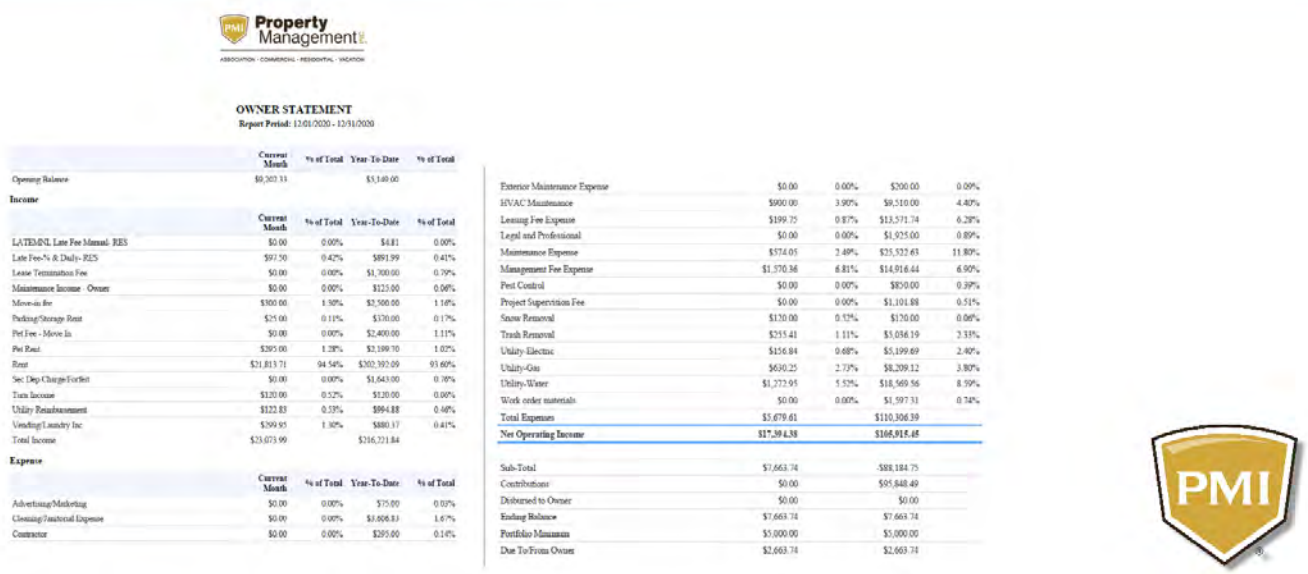
- **General Operations**
  - Constant Communication
  - Assist Board Members / Owners with fiduciary responsibilities
- **Lease Administration**
  - Achieve Owner Targets for Rental Occupancy
  - Smart Marketing for New Tenants
  - Tenant Screening and Onboarding
- **Collection and Bill Payment**
  - Tenant Collections and follow-up
  - Maintenance bill payment
- **Accounting and Reporting**
  - Management of trust accounts
  - Accurate and transparent reporting
- **Maintenance and Inspection**
  - Management of all Maintenance
  - 1099 Reporting
- **Tenant relations and Oversight**
  - Establish Tenant Rules and CAM Policies
  - Create positive home environment to attract long term rentals

Example Reporting – Owners Portal



PMI PATRON
DRE #02065930

Owner Portal Example



Property Management

OWNER STATEMENT
Report Period: 12/01/2020 - 12/31/2020

	Current Month	% of Total	Year-To-Date	% of Total
Opening Balance	$8,202.33		$5,140.60	
Income				
	Current Month	% of Total	Year-To-Date	% of Total
LATEMNL Late Fee Manual- RES	$0.00	0.00%	$4.81	0.00%
Late Fee-% & Daily- RES	$97.50	0.42%	$891.99	0.41%
Lease Termination Fee	$0.00	0.00%	$1,700.00	0.79%
Maintenance Income - Owner	$0.00	0.00%	$125.00	0.06%
Move-in fee	$300.00	1.30%	$2,500.00	1.16%
Parking/Storage Rent	$25.00	0.11%	$370.00	0.17%
Pet Fee - Move In	$0.00	0.00%	$2,400.00	1.11%
Pet Rent	$295.00	1.28%	$2,189.70	1.02%
Rent	$21,813.71	94.54%	$202,392.09	93.60%
Sec Dep Charge-Forfeit	$0.00	0.00%	$1,643.00	0.76%
Turn Income	$120.00	0.52%	$120.00	0.06%
Utility Reimbursement	$122.83	0.53%	$894.88	0.41%
Vending/Laundry Inc	$399.95	1.30%	$880.17	0.41%
Total Income	$23,073.99		$216,221.84	
Expense				
	Current Month	% of Total	Year-To-Date	% of Total
Advertising/Marketing	$0.00	0.00%	$75.00	0.03%
Cleaning/Janitorial Expense	$0.00	0.00%	$3,606.83	1.67%
Contractor	$0.00	0.00%	$295.00	0.14%
Exterior Maintenance Expense	$0.00	0.00%	$200.00	0.09%
HVAC Maintenance	$900.00	3.90%	$9,510.00	4.40%
Leasing Fee Expense	$199.75	0.87%	$13,571.74	6.28%
Legal and Professional	$0.00	0.00%	$1,925.00	0.89%
Maintenance Expense	$574.05	2.49%	$25,522.63	11.80%
Management Fee Expense	$1,570.36	6.81%	$14,916.44	6.90%
Pest Control	$0.00	0.00%	$850.00	0.39%
Project Supervision Fee	$0.00	0.00%	$1,101.88	0.51%
Snow Removal	$120.00	0.52%	$120.00	0.06%
Trash Removal	$255.41	1.11%	$5,036.19	2.33%
Utility-Electric	$156.84	0.68%	$5,199.69	2.40%
Utility-Gas	$630.25	2.73%	$8,209.12	3.80%
Utility-Water	$1,272.95	5.52%	$18,569.56	8.59%
Work order materials	$0.00	0.00%	$1,597.31	0.74%
Total Expenses	$5,679.61		$110,306.39	
Net Operating Income	**$17,394.38**		**$105,915.45**	
Sub-Total	$7,663.74		-$88,184.75	
Contributions	$0.00		$95,848.49	
Disbursed to Owner	$0.00		$0.00	
Ending Balance	$7,663.74		$7,663.74	
Portfolio Minimum	$5,000.00		$5,000.00	
Due To/From Owner	$2,663.74		$2,663.74	

PMI

Marketing Your Property

Our Goal is to achieve 93% Occupancy on an annual basis.

We leverage the major digital marketing tools along with local community marketing strategies such as:

- Social Media
- Community bulletin boards
- Property signs
- Word-of-mouth referrals
- Flyers
- Community Events

Property Management
trulia · MYNEWPLACE · zumper · lovely · Rentals.com · Homes.com · apartment list · Zillow

+

PMI Property Management Inc
Google AdWords
REALTOR

=

LEASE THE PROPERTY FASTER

FEWER LISTED DAYS FOR VACANT PROPERTIES

REALTOR MLS EQUAL HOUSING OPPORTUNITY

NARPM

GCAA Greater Charlotte Apartment Association

NAA NATIONAL APARTMENT ASSOCIATION

PMI

PMI PATRON
DRE #02065930

Our Guarantees

Our Guarantee	Description	Costs
HAPPINESS GUARANTEE	If for any reason you are not completely happy with our services and want to leave us, you may cancel your property management agreement without penalty with 30-days notice.	Included in Base Rate
21-DAY GUARANTEE	We guarantee to find a quality tenant for your rental Apartment in less than 21 days, or the first month of management fees on that unit are waived! (holiday exceptions)	Included in Base Rate
RESULTS GUARANTEE	We don't get paid until you get paid. With PMI you will have peace of mind, knowing that we are working hard for you and you will not need to pay us until you get results.	Included in Base Rate
LEASING GUARANTEE	You should never have to pay twice for us to find a new tenant for your property. Our leasing guarantee states that if a tenant does not fulfill at least 1/2 of a lease term, we will find a new tenant for free.	Included in Base Rate
PET GUARANTEE	PMI will pay for any damages exceeding the security deposit caused by an approved animal up to $1,200.	Included in Base Rate

Our Services Details – General Operations

General operations

- Manage on-site employees, along with a detailed on-site management plan for employees that will be working at your property
- Facilitate Board meetings and communicate current specifics on Property.
- Prepare agendas and other documentation to be presented at meetings, and record minutes, if requested by the Board.
- Constant communication with the Board in between meetings via email and Owners Portal
- Annual insurance review
- Facilitate insurance policy and claims and bids when requested
- Review and address violations of applicable rules and regulations
- Enforce provisions as outlined within all governing documents, policies and resolutions
- Maintain and update the Boards records and filings as necessary
- Assist and advise Board members and Officers with fiduciary duties and general guidance
- Oversee the development of rules and regulations as well as policies and procedures

PMI PATRON
DRE #02065930

Our Services Details - Lease Administration

Lease administration

- Recommend improvements to vacant units and set optimal rent
- Conduct a comparative market analysis to determine the most competitive rental rates for each of your properties
- Advertise through professional photos and signage, ads on 20+ real estate sites and PMI website, and videos and staging recommendation
- Perform credit and background checks on all potential tenants
- Negotiate contracts and sign forms/disclosures
- Assist tenants in credit improvement
- We have an aggressive lease renewal process to reduce vacancy loss and turnover costs

Our Services Details – Collections and Payments

Collection and bill payments

- Manage collection of monthly tenant dues
- Provide ability for tenants to submit dues payment online and view their payment history
- Provide ease of payment through multiple options including payment processing, paper bills, credit card processing, and residual bill pay
- Follow collections policy, as established by the Board, for delinquent accounts
- Send late notices, legal notices and coordinate any legal activity
- Obtain Board approval, per Board's requests, for issuing vendor payments
- Accounts payable disbursements generated bi-weekly
- Accounts payable disbursement checks signed by authorized signatories

PMI **PATRON**
DRE #02065930

Our Services Details - Accounting

Accounting, financial management and reporting and internal controls

- Manage day to day finances of the Commission
- Maintain and/or balance bank accounts for operating, reserves, or any other account requested by the Board
- Regular transfer of funds to Reserves, at the direction of the Board
- Provide monthly financial statements with budget variances and supporting documentation as required by the Commission
- On demand information 24/7 – Board members will have ability to view property performance through an owner portal on our website
- Provide monthly bank reconciliation, delinquency report, and aging report for accounts receivable and payable
- Prepare annual operating and capital budgets for review and approval by the Board
- Report on issues logs, tenant, repairs, contracts
- Prepare corporate reports and IRS filings
- Provide documents to lenders and title companies
- Audit and reporting of all current vendor contracts, financial statements, insurance, tax liabilities

Our Services Details - Maintenance

Repairs and maintenance and project management

- Management of all maintenance and repair activity on the properties (provide ability for tenants to send service or work order requests through online owner/tenants portal)
- Management of all vendors performing maintenance and repairs on the properties (including work orders and progress report, time tracking and comments, and inspections and pictures)
- Will screen vendors to ensure that they are licensed, bonded and reputable in North Carolina
- Issue vendors the IRS 1099 form, as required by law, by January 31
- Identify and monitor future needs to be reported to Board for review
- Perform bi-weekly property visits and conduct inspections as determined by the Board
- Provide construction and project repairs oversight
- Maintain a 3 bid process to support management of construction and projects
- Manage RFP's for requested contracts/services
- Provide 24-hour emergency maintenance services

PMI PATRON
DRE #02065930

Our Services Details – Tenant Relations

Tenant relations and oversight

- Assist tenants with needs under the direction of the Board
- Collect and manage tenant information
- Assist in providing a positive community atmosphere in relation to the Board
- Provide access to personnel 24/7 for emergencies
- Create and distribute community newsletters, at the direction of the Board
- Maintain all aspects of the community website
- Communicate with Board Members and community members in a timely fashion as requested by the Board



Owner's Cooperation

Owner agrees to:

Cooperate with Broker to facilitate the showing, marketing, and lease of the Property

Not rent or lease the Property to anyone without Broker's prior written approval

Refer all prospective tenants to Broker

Refer all tenant communication to Broker

Provide Broker with at least 3 sets of keys and access devices to the Property

Complete any disclosures or notices required by law or a lease of the Property

Notify Broker if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance.

Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.

Permit tenants to house pets in property that have been screened by Broker.

Remove all personal belongings from the property before Broker begin any work.

Provide to Broker a Copy of Government ID:

LANDLORD INSURANCE REQUIREMENTS:
At all times during this agreement, Owner must maintain in effect: a public liability insurance policy that names Broker as a co-insured or additional insured and covers losses related to the Property in an amount of not less than $500,000 per occurrence; and an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.

Owner agrees to forever save and indemnify Broker for any damages suffered as a result of any lapse in, failure to maintain, or adequacy of such insurance coverage.

Not later than the 15th day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Section 9.A.

PMI PATRON
DRE #02065930

PMI Patron Pricing:

• Monthly Management Fee	8% of Monthly Rent
• Leasing Placement Fee	$300
• Account Set-up	Included
• Year-End Accounting IRS Filing	Included
• Video Walk-thru Tour	Included
• Comprehensive 136 Point Inspection	Included
• Lease Renewal Service	Included
• Rent Increase Service	Included

PMI Patron Eviction Protection Guarantee:
PMI Patron is so confident in our professional ability to screen and place a highly qualified applicant that we guarantee the following:

1) Eviction Protection Lawyers Fees: PMI Patron will pay the first $2,000 in lawyers fees should there be an eviction due to non-payment of rent.
2) Property Damage Assurance: PMI Patron will pay the first $1,500 in property damage should the tenant damage the property during an eviction due to non-payment of rent.
3) Rent Loss Protection: PMI Patron will pay the first $1,500 in property damage should the tenant be evicted due to non-payment of rent.



PMI PATRON
DRE #02065930

CONTACT INFORMATION:

PMI PATRON
DRE #02065930

3020 Old Ranch Pkwy Suite 300
Seal Beach CA 90740

Rich Fieger
General Manager
562.318.4399 Direct
rich@pmipatron.com
pmipatron.com

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **9.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/10/2023

SUBJECT: **Approve a Contract Amendment for Tree Maintenance Services**

RECOMMENDATION

Approve a $36,800 contract amendment to the agreement with Great Scott Tree Services, Inc. for on-call tree maintenance services.

DISCUSSION

As part of the mid-year budget update, the City Council approved an increase to on-call tree trimming services. Under normal circumstances, Public Works contracts out the majority of tree trimming services, but handles unscheduled tree trimming with Maintenance division staff. With the replacement of the City's bucket truck delayed because of scarcity and cost, Public Works cannot perform unscheduled tree trimming and the recommended contract amendment will authorize Great Scott Tree Services to perform necessary unscheduled tree trimming through June 30, 2023.

BUDGET IMPACT

Sufficient amounts are available in the General Fund budget for required on-call tree maintenance services through the end of the fiscal year.

LEGAL REVIEW

The City Attorney has approved the contract amendment as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Contract Amendment

FIRST AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES FOR CITYWIDE TREE MAINTENANCE

This FIRST AMENDMENT to GREAT SCOTT TREE SERVICES FOR CITYWIDE TREE MAINTENANCE AGREEMENT is entered into effective the 11th day of April, 2023, ("First Amendment") by and between the CITY OF CYPRESS (City), a charter city and California municipal corporation ("City") and GREAT SCOTT TREE SERVICES, INC., a California corporation, ("Contractor") (collectively, the "Parties").

RECITALS

A. WHEREAS, on the 26th day of June, 2017, City and Contractor entered into that certain "CITYWIDE TREE MAINTENANCE SERVICES AGREEMENT" ("the Agreement") in which Contractor agreed to perform certain services for City:

B. WHEREAS, the parties desire to add on-call tree maintenance services to the Agreement by this First Amendment and increase the Contract Sum to account for such additional services.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

Section 2. Section 2.1. Contract Sum, of the Agreement is hereby amended, increasing the Contract Sum by $36,800.00, to read, in its entirety, as follows:

"For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Eighty Thousand Three Hundred and 00/100 Dollars ($280,300.00) ("Contract Sum")."

Exhibit C. Exhibit C of the Agreement is hereby replaced in its entirety with the attached, revised Exhibit C.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment and agree to be bound by the terms and a conditions of the same.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY OF CYPRESS	GREAT SCOTT TREE SERVICES, INC.
By: _____	By: _____
Anne Hertz-Mallari, Mayor	Brenton Beller
Title: _____	Title: Contract Administrator
Date: _____	Date: April 4, 2023

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Section 2.1 shall be amended to read as follows:

"Contract Sum. For services rendered pursuant to this Amendment, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The City reserves the right to add or delete work in the City's sole discretion to best provide the service."

II. Compensation from April 11, 2023 through June 30, 2023 reads as follows:

Current Contract Total	$243,500.00
Additional Tree Maintenance Services: April 11, 2023 through June 30, 2023.	$36,800.00
Amended Contract Total	**$280,300.00**

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **10.**

FROM: Alisha Farnell, City Clerk

DATE: 04/10/2023

SUBJECT: **Second Reading of Ordinance Amending the Municipal Code to Incorporate City Council Approved Changes to Agenda Structure**

RECOMMENDATION

Approve the second reading and adopt an Ordinance, by title only and waive further reading, amending Sections 2-1 and 2-2, and subsections thereunder, of the Municipal Code relating to the conduct of City Council meetings.

SUMMARY

On March 27, the City Council approved the first reading of an Ordinance amending Sections 2-1 and 2-2, and subsections thereunder, of the Municipal Code relating to the conduct of City Council meetings. The Ordinance incorporates changes to the order of business at City Council meetings as approved by the City Council at their March 13 regular meeting. Additionally, the Ordinance repeals and replaces Ordinance No. 1193, which previously updated the order of business, to incorporate necessary codification corrections to remove inconsistencies between Ordinance No. 1193 and Municipal Code Sections 2-1 and 2-2, and subsections thereunder.

It is recommended the City Council approve the second reading and adopt the Ordinance. The Ordinance will become effective May 10, 2023.

BUDGET IMPACT

None.

LEGAL REVIEW

Ordinance was drafted and approved by the City Attorney.

APPROVED BY: Peter Grant, City Manager

Attachments

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA REPEALING AND REPLACING ORDINANCE NO. 1193 AND SECTIONS 2-1 AND 2-2 OF THE CYPRESS MUNICIPAL CODE RELATING TO THE CONDUCT OF CITY COUNCIL MEETINGS

WHEREAS, the City Council of the City of Cypress is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, on March 14, 2022, the City Council adopted Ordinance No. 1193 updating the rules of conduct and decorum, as well as the order of business of City Council meetings; and

WHEREAS, the publishing company for the Cypress Municipal Code noted some inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Section 2-2 and subsections thereunder; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend the order of business and make certain corrections to remove inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Sections 2-1 and 2-2 and subsections thereunder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

Section 1. Repeal and Replacement of Ordinance No. 1193. The City Council hereby repeals Ordinance No. 1193 in its entirety and replaces it with this Ordinance.

Section 2. Amendments to Chapter 2. Sections 2-1 and 2-2, including all subsections thereunder, of the Cypress Municipal Code shall be amended in their entirety to read as follows:

2-1. City council meetings—Time of regular meetings.

The city council shall hold regular meetings at 5:30 p.m., on the second and fourth Mondays of each month. Said meetings shall be adjourned no later than 11:30 p.m., unless the majority of the council waives said adjournment time.

2-2. Same—Place.

Meetings of the city council shall be held at 5275 Orange Avenue, Cypress, or at such other locations as the city council may specify.

2-2.0. Definitions pertaining to open meeting compliance.

For the purposes of this chapter, the definitions of "legislative body," "regular meeting," and "special meeting" as set forth in Section 54950 et seq. of the

Government Code of the State of California shall apply.

2-2.1. Special meetings, call.

A special meeting may be called at any time by the presiding officer of the legislative body, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body, posting on the city's website, and to each local newspaper of general circulation, radio, or television station requesting notice in writing. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time of the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given in writing by electronic communication. The written notice may be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

2-2.2. Same—Adjourned meetings.

Any regular or adjourned regular or special meeting may be adjourned to a time certain but not beyond the next regular meeting date.

2-2.3. Same—Notice.

Notice shall be given of all meetings as required by state law.

2-2.4. Same - Agenda.

(a) The city clerk shall prepare an agenda of the council proceedings, which agenda shall be prepared in accordance with the order of business, and shall furnish each member of the council, the mayor, the city manager and city attorney with a copy of the same not less than seventy-two (72) hours prior to each regular meeting and not less than twenty-four (24) hours prior to each special meeting. Any council member wishing to add an item on the agenda shall adhere to the city council's adopted process for council members adding items to the agenda, as may be amended by the council from time-to-time. Matters that are not listed on the agenda shall not be presented to the council, except matters of an urgent or

emergency nature presented by the city manager as provided by Government Code Section 54954.2.

(b) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body, including the city council, may hold an emergency meeting without complying with either the twenty-four-hour notice requirement or the twenty-four-hour posting requirement of Government Code Section 54956 or both the notice and posting requirement. Meetings held in such emergency situations shall comply with Government Code Section 54956.5.

(c) The council may take action on any item of business not appearing on the agenda pursuant to the provisions of Government Code 54954.2.

2-2.4.1. Enforcement.

The provisions of this chapter shall be enforceable pursuant to the provisions of Government Code Sections 54960 through 54960.5, as said sections may be amended.

2-2.5. Same – Presiding Officer.

The mayor shall preside at the meetings of the council and shall preserve strict order and decorum at all regular and special meetings of the council. The mayor shall state every question coming before the council, announce the decision of the council on all subjects, except where the city clerk makes such announcement, and decide all questions of order subject however to an appeal to the council in which event a majority vote of the council shall govern and conclusively determine such question of order.

2-2.6. City council meetings – Call to order; temporary chairperson.

The mayor, or in his/her absence the mayor pro tempore, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor or mayor pro tempore, the city clerk shall call the council meeting to order, whereupon a temporary chair shall be elected by the council members present. Upon the arrival of the mayor or mayor pro tempore, the temporary chair shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

2-2.7. Same – Roll call.

Before proceeding with the business of the council, the city clerk shall call the roll of the council members and the names of those present shall be entered in the minutes.

2-2.8. Same – Quorum.

A majority of the council constitutes a quorum for the transaction of business, but a lesser number may adjourn from time to time and may cancel the meeting by a notice. The city clerk may also notice the adjournment or cancellation of a meeting for lack of a quorum.

2-2.9. Same – Order of business.

All meetings of the council shall be open to the public. Promptly at the hour set by law on the day of each regular meeting, the council members, city manager, city clerk and the city attorney shall take their assigned stations in the council chambers and the business of the council shall be taken up for consideration and disposition in the following order, unless otherwise changed by resolution of the council.

1. Call to order
2. Roll call
3. Oral communications on closed session/workshop items
4. Closed session; workshop
5. Presentations
6. Oral communications on agenda items
7. Consent calendar; minutes
8. Public hearings
9. New business
10. Items removed from consent calendar
11. Continued items
12. Items from council members
13. Oral communications on items not on the agenda
14. Council member reports from city-affiliated boards and committees, and remarks
15. Council member items for future consideration
16. City manager reports
17. Adjournment

2-2.10. Same—Approved minutes as official record of proceedings.

(a) Approval of minutes. Unless the reading of the minutes of a council meeting is requested by council member, such minutes may be approved without reading if the city clerk has previously furnished each member with a copy thereof. Minutes shall be approved by voice or roll call vote.

(b) Designated as official record. The approved written minutes constitute the official record of council proceedings and actions and are superior to any other

record, recordation, document, transcript, audio recording, video recording, or other memorial or writing of said proceedings and action. Any other recordings and records of council proceedings which may be deemed duplicate records shall be kept only as required by Government Code Section 34090.7 as it presently exists and as it may from time to time be amended. The council hereby authorizes the city clerk to store and destroy said duplicate records in accordance with said section of the Government Code.

(c) Subsections (a) and (b) shall apply to the minutes of the meetings of any city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency and the council have approved the same. The city clerk, and every board, commission, committee, task force, or agency secretary or clerk shall cause any recording made of the proceedings to assist in the preparation of the minutes to be destroyed in accordance with Government Code Section 34090.7.

(d) The provisions of this section shall apply to all minutes and recordings which have been approved by the body conducting the meeting and by the council.

2-2.11. Council meetings—Rules of debate.

(a) Presiding officer may debate and vote. The mayor, or in his/her absence, such other council member as may be presiding may move, second and debate from the chair, subject only to such limitations of debate per these rules imposed on all council members and shall not be deprived of any of the rights and privileges of a council member by reason of his/her acting as the presiding officer.

(b) Getting the floor. Every council member desiring to speak shall request to be recognized by the presiding officer, only speak after being so recognized, and confine him/herself to the question under debate.

(c) Interruptions. A council member, once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a council member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined.

(d) Remarks of council member - When entered in minutes. Any council member may request, through the presiding officer, the privilege of having a written abstract of his/her statement on any subject under consideration by the city council entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourned session thereof.

Such motion must be made by one on the prevailing side, but may be seconded by any council member and may be made at any time and have precedence over all other motions or, while a council member has the floor, it shall be debatable.

(f) Rules of order. Except as otherwise provided in this chapter "Robert's Rules of Order", as revised and updated from time-to-time, shall govern the conduct of the meetings of the council.

2-2.12. Same—Addressing City Council—Generally.

(a) Opportunity to address legislative body. Every agenda for regular meetings of any legislative body, including the city council, of the City of Cypress shall provide an opportunity for members of the public to directly address the legislative body on items of interest to the public that are within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by Government Code Section 54954.(b). The legislative body may adopt reasonable regulations to ensure that the intent of this section is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The rules pertaining to addressing the council shall also apply equally to all city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency created by the council.

(b) Oral communications. Each member of the public addressing the council shall step up to the microphone in front of the podium, give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the council, shall limit his/her address to the time allotted on the agenda for public comments. Members of the public may address the council by oral communications on any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the city council. All remarks shall be addressed to the legislative body as a body and not to an individual council member. No person, other than the council and the person having the floor shall be permitted to participate in the discussion, without the permission of the presiding officer. No member of the public may ask a direct question shall to a council member except through the presiding officer. In discussion of any issue before the council, members of the public and of the council must confine themselves to the question before the council.

(c) Spokesperson for group of persons. Whenever any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group to address the council, and in case additional matters are to be presented at the time by any other member of said

group, to limit the number of persons so addressing the council so as to avoid unnecessary repetition before the council.

(d) Written communications. Interested parties or their authorized representatives may address the council by written communications in regard to matters then under discussion.

(e) Public hearings and protests. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer, and street proceedings, hearings on protests, appeals, and petitions, or similar matters in regard to matters then under consideration.

2-2.13. Same—Same—After motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the Presiding Officer.

2-2.14. Reserved.

2-2.15. Council meetings—Decorum.

(a) By council members.

1. Conduct. While the council is in session, the council members must preserve order and decorum, and a council member shall neither by conversation, by the utterance of loud, threatening, profane or abusive language, or by engaging in any other disorderly conduct at any council meeting, delay or interrupt the council proceedings. A council member's persistence in discussing an agenda item or any other matter before the council after the matter has been called to a vote, shall constitute a violation of this subsection. Council members shall obey the orders of the council or the presiding officer. The following rules shall be obeyed:

i. Council members shall keep any remarks clear, concise and on-topic.

ii. When there are differences of opinion, council members shall focus on debating the facts of the situation and avoid personalities. Council members should seek to build on the ideas of others and look for common ground.

iii. Council members shall be prepared at council meetings, including by reading their agendas with enough time to ask questions prior to the council meeting. Every effort will be made to

ask questions before the council meeting so that the city manager or the city attorney, as applicable, has ample time to research the question before the council meeting.

iv. Council members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

2. Censure. A violation of these rules of decorum or the adopted civility, conduct and governance policy by a council member shall be subject to the below enforcement provisions. Any council member may make a motion for a vote to censure or for a vote for removal or ejection as set forth herein.

i. Resolution of censure. Any council member who reasonably believes that another council member is violating these rules of decorum or the adopted civility, conduct and governance policy shall be allowed to request an agenda item be presented, in accordance with the procedures for requesting future agenda items, calling for staff to bring back a draft resolution of censure by identifying the council member, and that council member's speech, actions or behavior, that he/she believes constitutes such violation. Once approved to be presented to the council for consideration, the resolution of censure may be approved by a majority of the council and may contain the penalties described below. Upon such motion, all council members present shall immediately vote on the motion and state whether they agree that the identified speech, actions or behavior constitutes a violation and justifies a vote of censure. If a majority of the council members present a vote for censure, then that vote shall be duly noted by the city clerk and the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal, any council member shall be entitled to make a motion to overturn the vote of censure. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such censure from the record. Motions to overturn a vote of censure may only be made at the meeting at which the vote of censure was made. This subsection contemplates no other administrative remedy to a vote of censure other than the two (2) minute rebuttal. If not so overturned, the resolution of censure shall be adopted.

ii. Fines for censure. Any council member who is censured by the City Council may be subject to a one hundred dollar ($100.00) fine per censure. Such fine(s) shall be paid to the city clerk

within thirty (30) days of the date imposed. Failure to pay such fine(s) within sixty (60) days shall give rise to a civil action by the city for collection, or shall be deducted or offset from the council member's compensation or per diem entitlements.

iii. Revocation of special privileges. Any council member who is censured by the council shall be subject to revocation of his/her committee assignments, regional boards and commissions, and community-generated board/committee appointments; suspension of official travel, conference participation, access to a city credit card, council salary, stipends, and ceremonial titles.

iv. Removal. Any council member who is censured by a majority of the council during a council meeting, in addition to the attendant fines, shall also be subject to a vote, upon motion by any council member, by a majority of the council present, to remove such offender from the council meeting. If a majority of the council votes for removal, then the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal any council member shall be entitled to make a motion to overturn the vote to remove. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such vote from the record. If the vote to remove is not overturned, then such vote shall remain part of the administrative record and resolution of censure. Motions to overturn a vote of removal may only be made at the meeting at which the vote of removal was made. If the offending council member does not leave voluntarily, the presiding officer may order any law enforcement officer who is on duty at the council meeting as sergeant at arms to remove the offender from the council chambers. It shall be the duty of any law enforcement officer who is serving as sergeant at arms at the council meeting to carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum, including the removal of disruptive council members and/or members of the public.

v. Resisting removal; penalty. Any council member or member of the public who resists removal by the sergeant at arms shall be guilty of a misdemeanor.

3. Motion to enforce. If the presiding officer fails to enforce the rules set forth above, any council member may move to require the presiding officer to do so, and an affirmative vote of a majority of the council shall mandate such action. If the presiding officer fails to carry out the will of a

majority of the council the majority may designate another council member to act as the presiding officer for the limited purpose of enforcing any provision of this subsection which it desires to enforce.

(b) By other persons. Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by directive of the presiding officer, be barred from further audience at said meeting before the council unless permission to continue is granted by a majority vote of the council.

2-2.16. Same – Same – Enforcement.

The Chief of Police or such member or members of the Police Department as he/she may designate shall be Sergeant-at-Arms of the Council meetings. He/she shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms or designee to place any person who violates the order and decorum of the meeting under arrest, and cause him/her to be prosecuted under the provisions of this Code or state law.

2-2.17 Same—Entering protest of city council action in minutes.

Any member at his request shall have the right to have the reasons for his dissent from or protest against any action of the council entered on the minutes.

2-2.18. Same—Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be prepared by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council or requested in writing by any member of the council, the presiding officer or the city manager or prepared by the city attorney on his own initiative.

(b) Prior approval by administrative staff. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney or his authorized representative and shall have been examined and approved for the administration by the city manager or his authorized representative where there are substantive matters of administration involved.

(c) Introducing for passage or approval. Ordinances, resolutions and other matters or subjects requiring action by the council must be introduced and sponsored by a member of the council, except that the mayor, city manager or city attorney may present ordinances, resolutions and other matters of subjects to the council, and

any councilman may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

2-2.19. Same—Voting—Roll call vote.

A roll call vote shall be taken upon the passage of all ordinances and resolutions and be entered upon the journal of the proceedings of the council. Upon request of any member, a roll call vote shall be taken and recorded on any vote. Whenever a recorded or roll call vote of the council is in order, the city clerk shall call the names of the members in alphabetical order, except that the name of the presiding officer shall be called last.

2-2.20. Same—Same—Disqualification and abstention.

No city council member shall be permitted to disqualify him/herself if such disqualification results in a tied vote unless such disqualification shall have been approved by the city attorney or by vote of the remainder of the council. Unexcused disqualification and abstentions shall be counted by the city clerk as a vote in favor of the particular motion.

2-2.21. Same—Motion to adjourn.

A motion to adjourn shall always be in order and decided without debate.

2-2.22. Same—Code of ethics.

The following principles shall constitute the Cypress code of ethics, applicable to all council members. Council members, upon the adoption of this ordinance or upon entering office, shall sign a statement affirming they read and understood the code of ethics. In addition, this code of ethics shall be periodically reviewed and updated by the council.

(a) Act in the public interest. Recognizing that stewardship of the public interest must be their primary concern, council members will work for the common good of the community and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the council.

(b) Comply with the law. Council members shall comply with the laws of the nation, the State of California and the City of Cypress in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; the Charter; the Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Council members shall also comply with all applicable city policies and procedures.

(c) Conduct of council members. The professional and personal conduct of council members must be above reproach and should avoid even the appearance of impropriety. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other council members, city staff or public.

(d) Respect for process. Council members shall perform their duties in accordance with the processes and rules of order established by the council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the council by city staff.

(e) Incompatible employment. No council member shall engage in or accept private employment, or render services for private interests, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

(f) Use of public property. No council member shall request or permit the use of city owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, and in the same manner as available to the public, or are provided as city policy for the use of such official in the conduct of official business. No official shall use the time of any city employee during working hours for personal purposes.

(g) Contracts with city. Council members shall not have a financial interest in any business transaction, or contract with the city, or in the sale of real estate, materials, supplies or services to the city, except as permitted in the conflict of interest statutes of the state.

(h) Disclosure of interest in legislation. A council member who has a financial or other private interest in any legislation shall disclose on the records of the city council or other appropriate authority the nature and extent of such interest.

(i) Conflict of interest. In order to assure their independence and impartiality on behalf of the common good, council members shall not use their official positions to influence government decisions in which they have a material financial interest. In accordance with the law, council members shall disclose investments, interests in real property, sources of income and gifts; and abstain from participating in deliberations and decision-making where conflicts, as determined under applicable laws, may exist. Council members should endeavor to consult with the city attorney before any council meeting to allow an evaluation by the city attorney of any potential conflict.

(j) Confidential information. Council members shall respect the

confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) Advocacy. When representing the city while serving on or appearing before other government agencies or in court, council members shall represent the official policies or positions of the council to the best of their ability when designated as delegates for this purpose. When representing the city while serving on or appearing before other government agencies or in court, council members shall advocate policies that are in the best interest of the city over their own personal interests. When presenting their individual opinions and positions, council members shall explicitly state they do not represent the council or the city, and shall not allow the inference that they do.

(l) Positive workplace environment. Council members shall support positive and constructive workplace environment for city employees and for citizens and businesses dealing with the city. Council members shall recognize their special role in dealings with city employees not provide direction to city staff in violation of the city charter.

2-2.22.1. Vacancy on commissions upon filing of nomination papers for city council.

Whenever a member of the recreation and community services commission, senior citizens commission, traffic commission, or any other board or commission officially adopted by ordinance of the city council, as the case may be, is nominated for the office of city council by the filing of nomination papers designating such person as a candidate for the office of city council, the office of such person so nominated on the recreation and community services commission, senior citizens commission, traffic commission or any board or commission officially adopted by ordinance of the city council, as the case may be, shall be immediately and automatically rendered vacant and the city clerk shall immediately notify the city council of that fact, and the vacancy may be filled in the manner provided by law.

2-2.23. City council to serve as planning commission.

The city council hereby is designated as the planning commission of the City of Cypress. Except as otherwise provided for by resolution of the city council, any meeting of the city council shall also be deeded to be a meeting of the planning commission.

Section 3. <u>Effective date</u>. This Ordinance shall become effective thirty (30) days from its

adoption.

Section 4. <u>Certification</u>. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of _____, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the _____ day of _____, 2023, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **11.**

FROM: Alisha Farnell, City Clerk

DATE: 04/10/2023

SUBJECT: **Proclaim the Week of April 9-15, 2023 as National Public Safety Telecommunicators Week**

RECOMMENDATION

Proclaim the week of April 9-15, 2023 as National Public Safety Telecommunicators Week.

DISCUSSION

Periodically, the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. As the City's past practice has established, routine and/or internal proclamation requests are placed on an agenda by the City Clerk for consideration by the City Council. Any new proclamation requests may be added to a future agenda in accordance with City Council policy.

The City Clerk received a routine request from West Cities Police Communications Center (West-Comm) requesting the City Council officially proclaim the week of April 9-15, 2023 as National Public Safety Telecommunicators Week. A proclamation has been prepared for the Mayor’s signature and is attached for consideration.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Proclamation

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 9 – 15, 2023

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the West Cities Police Communications Center; and

WHEREAS, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Dispatchers are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, the Dispatchers of the West Cities Police Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT PROCLAIMED, that I, **ANNE HERTZ-MALLARI,** Mayor of the City of Cypress, along with my fellow Council Members, do hereby proclaim the week of April 9 - 15, 2023, as **NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**, in honor of the men and women whose diligence and professionalism keep our City and citizens safe.

_____
ANNE HERTZ-MALLARI
MAYOR OF THE CITY OF CYPRESS
Dated: April 10, 2023

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **12.**

FROM: Douglas Dancs, Director of Public Works

DATE: 04/10/2023

SUBJECT: **Receive the Annual Solid Waste Franchise Consumer Price Index Rate Adjustment**

RECOMMENDATION

Receive the annual solid waste franchise Consumer Price Index rate adjustment.

DISCUSSION

The solid waste franchise provides Valley Vista Services (VVS) an annual rate adjustment each July 1. The adjustment includes a weighted average of component indexes based on the published Consumer Price Index (CPI), the County gate fee for disposal, and the recycling and transfer facility gate fee for green waste recycling. The franchise includes CPI caps: 3.5 percent plus 85 percent of the CPI increase above the cap on regular disposal; and five percent plus 85 percent of the CPI increase above the cap on green waste recycling. The resulting rate adjustment effective in July 2023 is 5.41 percent for residential accounts, 5.13 percent for commercial accounts, and 4.86 to 6.23 percent for all other services.

Beginning in July, residential rates will be $23.32 per month (a $1.20 increase). Commercial rates vary based on container size and frequency of service. For the average commercial customer with a three-cubic yard dumpster serviced once per week, the rate will be $162.04 per month (a $7.91 increase).

The franchise requires VVS to prepare and distribute a notice to customers within 60 days of the effective date of a rate change.

BUDGET IMPACT

None.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Updated VVS Rate Adjustment Letter
Residential Rate Adjustment Table

City of Cypress

Public Works Department

Memorandum

April 10, 2023

TO: Alisha Farnell, City Clerk

FROM: Douglas Dancs, P.E., Public Works Director

SUBJECT: Annual Solid Waste Franchise Consumer Price Index Rate Adjustment

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Public Works discovered a labeling error on the Valley Vista Services (VVS) annual rate adjustment indices. The prior year's component indices were included. Public Works has confirmed that none of the rates are impacted. The corrected tables with highlighted corrections are attached.

Valley Vista Services
Waste Disposal and Recycling Division
17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

Recovering the Earth's Resources

April 10, 2023

Mr. Douglas A. Dancs, P.E.
Director of Public Works
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Annual Rate Adjustment under the terms of "An Exclusive Franchise Agreement for the Provision of Solid Waste & Recycling Services" dated September 22, 2014 – ***Amended November 22, 2021.***

Dear Mr. Dancs,

Attached please find updated pricing change sheets for 2023 request. The highlighted sections in yellow of the Rate Component were updated for prior numbers. This section is for reference only. The actual calculations for allowable increase occur on the index section which did not change and had no effect on the pricing. I updated the file to fix this file going forward. Apologies for any confusion. If you have any questions, please let me know.

Sincerely,

Jesse Quintana
Controller

Printed on Recycled Paper

CART SERVICE		**A**	**B**	**C**	
Row	**Rate Component**	**Old Index**	**New Index**	**Percent Change in Index ((Column B/ Column A)-1)**	
1	Collection [1]	302.164	317.571	5.10%	
2	Disposal [2]	36.09	38.34	6.23%	
3	Green Waste [1]	302.16	317.57	5.10%	
STEP TWO: Determine Weighted Change		**D**	**E**	**F**	
Row	**Rate Component**	**Maximum Allowed Percentage Change**	**Component Weighting**	**Total Weighted Change (Column D x E)**	
4	Collection Service [4]	4.86%	**46.00%**	2.24%	
5	Disposal	6.23%	**37.00%**	2.31%	
6	Green Waste [5]	5.08%	**17.00%**	0.86%	
6.5	Discretionary Rate Adjustment			0.00%	
7	Total Residential Cart Percentage Rate Adjustment			***5.41%***	
STEP THREE: Apply Percentage Change to Rates		**G**	**H**	**I**	**J**
Row	**Rate Category**	**Current Rate**	**Total Weighted Percentage Change (from Row 7, Column F)**	**Rate Increase or Decrease (Column G x Column H)**	**Adjusted Rate (Column G + Column I)**
8	RESIDENTIAL CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	$22.12	5.41%	1.20	23.32
9	Additional Refuse Cart(s) – Each.	$6.53	5.41%	0.35	6.88
10	Additional Green Waste Cart(s) – Each after first 2.	$32.66	5.41%	1.77	34.43
11	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	n/c	n/a	n/a	n/c
12	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	$32.66	5.41%	1.77	34.43
13	Cart Replacement Due to Customer Damage.	$65.31	5.41%	3.53	68.84
14	On-Call Bulky Waste / E-Waste (Up to two (2) items per year.)	n/c	n/a	n/a	n/c
15	On-Call Bulky Waste / E-Waste (beyond two (2) per year.)	$65.31	5.41%	3.53	68.84
16	Annual Holiday Tree Collection	n/c	n/a	n/a	n/c
17	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line 8).	$32.66	5.41%	1.77	34.43

BIN/COMPACTOR SERVICE		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection [1]	302.164	317.571	5.10%	
2	Disposal [2]	36.09	38.34	6.23%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection [4]	4.86%	80.00%	3.89%	
4	Disposal	6.23%	20.00%	1.25%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			***5.13%***	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5 or 1, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Refuse 2 Cu Yards 1 x WK	142.84	5.13%	7.33	150.17
7	Refuse 2 Cu Yards 2 X Wk	246.40	5.13%	12.65	259.05
8	Refuse 2 Cu Yards 3 X WK	329.03	5.13%	16.89	345.92
9	Refuse 2 Cu Yards 4 X Wk	411.66	5.13%	21.14	432.80
10	Refuse 2 Cu Yards 5 X Wk	491.64	5.13%	25.24	516.88
11	Refuse 2 Cu Yards 6 X Wk	572.60	5.13%	29.40	602.00
12	Refuse 3 Cu Yards 1 x Wk	154.13	5.13%	7.91	162.04
13	Refuse 3 Cu Yards 2 X Wk	255.02	5.13%	13.09	268.11
14	Refuse 3 Cu Yards 3 X Wk	348.90	5.13%	17.91	366.81
15	Refuse 3 Cu Yards 4 X Wk	438.57	5.13%	22.52	461.09
16	Refuse 3 Cu Yards 5 X Wk	525.45	5.13%	26.98	552.43
17	Refuse 3 Cu Yards 6 X Wk	616.53	5.13%	31.65	648.18
18	Refuse 4 Cu Yards 1 x Wk	211.20	5.13%	10.84	222.04
19	Refuse 4 Cu Yards 2 X Wk	344.71	5.13%	17.70	362.41
20	Refuse 4 Cu Yards 3 X Wk	418.78	5.13%	21.50	440.28
21	Refuse 4 Cu Yards 4 X Wk	491.44	5.13%	25.23	516.67
22	Refuse 4 Cu Yards 5 X Wk	565.48	5.13%	29.03	594.51
23	Refuse 4 Cu Yards 6 X Wk	660.92	5.13%	33.93	694.85
24	Extra Dump Refuse	56.05	5.13%	2.88	58.93
25	Locking Bin Fee 1x	21.16	5.13%	1.09	22.25
26	Locking Bin Fee 2x	28.21	5.13%	1.45	29.66
27	Locking Bin Fee 3x	35.26	5.13%	1.81	37.07
28	Locking Bin Fee 4x	42.31	5.13%	2.17	44.48
29	Locking Bin Fee 5x	49.37	5.13%	2.53	51.90
30	Locking Bin Fee 6x	56.42	5.13%	2.90	59.32
31	96 Gallon Cart	28.02	5.13%	1.44	29.46
32	96 Gallon Cart Extra Dump	14.01	5.13%	0.72	14.73
33	Compactor 2 Cu Yards 1 x WK	280.24	5.13%	14.39	294.63
34	Compactor 2 Cu Yards 2 X Wk	490.42	5.13%	25.18	515.60
35	Compactor 2 Cu Yards 3 X WK	658.56	5.13%	33.81	692.37
36	Compactor 2 Cu Yards 4 X Wk	840.72	5.13%	43.16	883.88
37	Compactor 2 Cu Yards 5 X Wk	980.84	5.13%	50.36	1,031.20
38	Compactor 2 Cu Yards 6 X Wk	1,120.96	5.13%	57.55	1,178.51
39	Compactor 3 Cu Yards 1 x Wk	308.26	5.13%	15.83	324.09
40	Compactor 3 Cu Yards 2 X Wk	504.43	5.13%	25.90	530.33
41	Compactor 3 Cu Yards 3 X Wk	700.60	5.13%	35.97	736.57
42	Compactor 3 Cu Yards 4 X Wk	875.75	5.13%	44.96	920.71
43	Compactor 3 Cu Yards 5 X Wk	1,050.90	5.13%	53.95	1,104.85
44	Compactor 3 Cu Yards 6 X Wk	1,233.05	5.13%	63.31	1,296.36
45	Compactor 4 Cu Yards 1 x Wk	336.29	5.13%	17.27	353.56
46	Compactor 4 Cu Yards 2 X Wk	518.44	5.13%	26.62	545.06
47	Compactor 4 Cu Yards 3 X Wk	742.63	5.13%	38.13	780.76
48	Compactor 4 Cu Yards 4 X Wk	910.78	5.13%	46.76	957.54
49	Compactor 4 Cu Yards 5 X Wk	1,120.96	5.13%	57.55	1,178.51
50	Compactor 4 Cu Yards 6 X Wk	1,345.15	5.13%	69.06	1,414.21

BIN SERVICE - RECYCLING		**A**	**B**	**C**	
Row	**Rate Component**	**Old Index**	**New Index**	**Percent Change in Index ((Column B/ Column A)-1)**	
1	Collection [1]	302.164	317.571	5.10%	
2					
STEP TWO: Determine Weighted Change		**D**	**E**	**F**	
Row	**Rate Component**	**Maximum Allowed Percentage Change**	**Component Weighting**	**Total Weighted Change (Column D x E)**	
3	Collection [4]	4.86%	100.00%	4.86%	
4					
4.5	Discretionary Rate Stabilization			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			***4.86%***	
STEP THREE: Apply Percentage Change to Rates		**G**	**H**	**I**	**J**
Row	**Rate Category**	**Current Rate**	**Total Weighted Percentage Change (from Row 5, Column F)**	**Rate Increase or Decrease (Column G x Column H)**	**Adjusted Rate (Column G + Column I)**
6	Recycling 3 Cu Yards 1 x Wk	115.60	N/A	75% of Bin Rate	121.53
7	Recycling 3 Cu Yards 2 X Wk	191.26	N/A	75% of Bin Rate	201.08
8	Recycling 3 Cu Yards 3 X Wk	261.67	N/A	75% of Bin Rate	275.11
9	Recycling 3 Cu Yards 4 X Wk	328.93	N/A	75% of Bin Rate	345.82
10	Recycling 3 Cu Yards 5 X Wk	394.09	N/A	75% of Bin Rate	414.32
11	Recycling 3 Cu Yards 6 X Wk	462.39	N/A	75% of Bin Rate	486.14
12	96 Gallon Cart Recylcing	21.02	N/A	75% of Bin Rate	22.10
13	Extra Dump Recycling - Bin	42.96	4.86%	2.09	45.05
14	Extra Dump Recycling - 96 Gal Cart	14.32	4.86%	0.70	15.02

BIN GREEN WASTE SERVICES		A	B	C	
Row	**Rate Component**	**Old Index**	**New Index**	**Percent Change in Index ((Column B/ Column A)-1)**	
1	Collection [1]	302.164	317.571	5.10%	
2	Disposal [1]	302.164	317.571	5.10%	
STEP TWO: Determine Weighted Change		**D**	**E**	**F**	
Row	**Rate Component**	**Maximum Allowed Percentage Change**	**Component Weighting**	**Total Weighted Change (Column D x E)**	
3	Collection [4]	4.86%	80.00%	3.89%	
4	Disposal [5]	5.08%	20.00%	1.02%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			***4.90%***	
STEP THREE: Apply Percentage Change to Rates		**G**	**H**	**I**	**J**
Row	**Rate Category**	**Current Rate**	**Total Weighted Percentage Change (from Row 5 or 1, Column F)**	**Rate Increase or Decrease (Column G x Column H)**	**Adjusted Rate (Column G + Column I)**
6	Green Waste 2 Cu Yards 1 x WK	96.85	4.90%	4.75	101.60
7	Green Waste 2 Cu Yards 2 X Wk	130.51	4.90%	6.40	130.51
8	Green Waste 2 Cu Yards 3 X WK	201.75	4.90%	9.89	211.64
9	Green Waste 2 Cu Yards 4 X Wk	290.54	4.90%	14.25	304.79
10	Green Waste 2 Cu Yards 5 X Wk	338.96	4.90%	16.62	355.58
11	Green Waste 2 Cu Yards 6 X Wk	387.38	4.90%	19.00	406.38
12	Green Waste 3 Cu Yards 1 x Wk	106.53	4.90%	5.22	111.75
13	Green Waste 3 Cu Yards 2 X Wk	161.40	4.90%	7.92	169.32
14	Green Waste 3 Cu Yards 3 X Wk	242.11	4.90%	11.87	253.98
15	Green Waste 3 Cu Yards 4 X Wk	322.81	4.90%	15.83	338.64
16	Green Waste 3 Cu Yards 5 X Wk	363.17	4.90%	17.81	380.98
17	Green Waste 3 Cu Yards 6 X Wk	419.66	4.90%	20.58	440.24
18	Green Waste 4 Cu Yards 1 x Wk	145.26	4.90%	7.12	152.38
19	Green Waste 4 Cu Yards 2 X Wk	242.11	4.90%	11.87	253.98
20	Green Waste 4 Cu Yards 3 X Wk	290.54	4.90%	14.25	304.79
21	Green Waste 4 Cu Yards 4 X Wk	355.09	4.90%	17.41	372.50
22	Green Waste 4 Cu Yards 5 X Wk	403.52	4.90%	19.79	423.31
23	Green Waste 4 Cu Yards 6 X Wk	443.86	4.90%	21.77	465.63
24	Locking Bin Fee 1x	21.90	4.90%	1.07	22.97
25	Locking Bin Fee 2x	29.19	4.90%	1.43	30.62
26	Locking Bin Fee 3x	36.49	4.90%	1.79	38.28
27	Locking Bin Fee 4x	43.79	4.90%	2.15	45.94
28	Locking Bin Fee 5x	51.10	4.90%	2.51	53.61
29	Locking Bin Fee 6x	58.40	4.90%	2.86	61.26
30	96 Gallon Cart	85.11	4.90%	4.17	89.28

BIN ORGANICS SERVICES		A	B	C	
Row	**Rate Component**	**Old Index**	**New Index**	**Percent Change in Index ((Column B/ Column A)-1)**	
1	Collection [1]	302.164	317.571	5.10%	
2	Disposal [1]	302.164	317.571	5.10%	
STEP TWO: Determine Weighted Change		**D**	**E**	**F**	
Row	**Rate Component**	**Maximum Allowed Percentage Change**	**Component Weighting**	**Total Weighted Change (Column D x E)**	
3	Collection [4]	4.86%	80.00%	3.89%	
4	Disposal [5]	5.08%	20.00%	1.02%	
4.5	Discretionary Rate Adjustment			0.00%	
5	Total Commercial Oragnics Service Percentage Rate Adjustment			***4.90%***	
STEP THREE: Apply Percentage Change to Rates		**G**	**H**	**I**	**J**
Row	**Rate Category**	**Current Rate**	**Total Weighted Percentage Change (from Row 5, Column F)**	**Rate Increase or Decrease (Column G x Column H)**	**Adjusted Rate (Column G + Column I)**
6	Organics 2 Cu Yards 1 x WK	196.72	4.90%	9.65	206.37
7	Organics 2 Cu Yards 2 X Wk	339.32	4.90%	16.64	355.96
8	Organics 2 Cu Yards 3 X WK	453.13	4.90%	22.22	475.35
9	Organics 2 Cu Yards 4 X Wk	566.90	4.90%	27.80	594.70
10	Organics 2 Cu Yards 5 X Wk	677.03	4.90%	33.20	710.23
11	Organics 2 Cu Yards 6 X Wk	788.54	4.90%	38.67	827.21
12	Organics 3 Cu Yards 1 x Wk	212.26	4.90%	10.41	222.67
13	Organics 3 Cu Yards 2 X Wk	351.18	4.90%	17.22	368.40
14	Organics 3 Cu Yards 3 X Wk	480.47	4.90%	23.56	504.03
15	Organics 3 Cu Yards 4 X Wk	602.03	4.90%	29.52	631.55
16	Organics 3 Cu Yards 5 X Wk	723.60	4.90%	35.49	759.09
17	Organics 3 Cu Yards 6 X Wk	849.02	4.90%	41.64	890.66
18	Organics 4 Cu Yards 1 x Wk	290.85	4.90%	14.26	305.11
19	Organics 4 Cu Yards 2 X Wk	474.70	4.90%	23.28	497.98
20	Organics 4 Cu Yards 3 X Wk	576.71	4.90%	28.28	604.99
21	Organics 4 Cu Yards 4 X Wk	676.76	4.90%	33.19	709.95
22	Organics 4 Cu Yards 5 X Wk	778.74	4.90%	38.19	816.93
23	Organics 4 Cu Yards 6 X Wk	910.16	4.90%	44.63	954.79
24	96 Gallon Cart	102.11	4.90%	5.01	107.12
24	70 Gallon Cart	97.16	4.90%	4.76	101.92

ROLL-OFF SERVICES		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection [1]	302.164	317.571	5.10%	
2	Disposal [2]	36.09	38.340	6.23%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Total Roll-Off Collection & Other Services Pecentage Rate Adjustment[3]	4.86%	100.00%	4.86%	
4	Roll-Off Disposal [3]	6.23%	100.00%	6.23%	
4.5	Discretionary Rate Adjustment			0.00%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 & 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
5	MRF C&D Service Component[4]	25.85	4.86%	1.26	27.11
6	Disposal Component	35.82	6.23%	2.23	38.06
7	Per Ton C&D MRF Processing Fee for C&D (Row 5 + Row 6)[5]	61.68	5.66%		65.17
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 or 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Roll-Off Or Compactor Service Up to 6 Tons	591.59	4.86%	28.75	620.34
9	Roll-Off C&D Service Up to 6 Tons	764.50	4.86%	37.15	801.65
10	Roll-Off Daily Rental (after 7 days with no dump)	13.07	4.86%	0.64	13.71
11	Roll-Off Dead Run	39.22	4.86%	1.91	41.13
12	Overloaded Container	46.84	6.23%	2.92	49.76
13	3-Yard Clean up Bin: Includes one dump	156.89	4.86%	7.62	164.51
14	3-Yard Clean-up Bin (each dump)	65.37	4.86%	3.18	68.55
15	3-Yard Clean-up Bin Dead run	13.07	4.86%	0.64	13.71
16	3-Yard Clean-up Bin Rental (after 7 days with no dump)	6.54	4.86%	0.32	6.86

OTHER SERVICES		A	B	C	
Row	**Rate Component**	**Old Index**	**New Index**	**Percent Change in Index ((Column B/ Column A)-1)**	
1	Collection [1]	302.164	317.571	5.10%	
2					
STEP TWO: Determine Weighted Change		**D**	**E**	**F**	
Row	**Rate Component**	**Maximum Allowed Percentage Change**	**Component Weighting**	**Total Weighted Change (Column D x E)**	
3	Collection [3]	4.86%	100.00%	4.86%	
4					
4.5	Discretionary Rate Stabilization			0.00%	
5	Total Commercial Service Percentage Rate Adjustment			***4.86%***	
STEP THREE: Apply Percentage Change to Rates		**G**	**H**	**I**	**J**
Row	**Rate Category**	**Current Rate**	**Total Weighted Percentage Change (from Row 5, Column F)**	**Rate Increase or Decrease (Column G x Column H)**	**Adjusted Rate (Column G + Column I)**
6	On-Call Bulky Waste – Commercial Premises	$71.60	4.86%	3.48	75.08
7	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Up to two (2) items per year.)				
8	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Beyond two (2) items per year.)	$71.60	4.86%	3.48	75.08
9	On-Call E-Waste & U-Waste Collection & Recycling – Commercial & Multi-Family Premises	$71.60	4.86%	3.48	75.08
10	Household Hazardous Waste Collection – Multi-Family Premises	$71.60	4.86%	3.48	75.08
11	Emergency Service	$71.68	4.86%	3.48	75.16
12	Maximum Late Fee	6.86%	4.86%	0.33%	7.19%
13	Bin Washing Service beyond Once a Year				

Series Id: **CUURS49ASA0 replaces** CUURA421SA0
Not Seasonally Adjusted
Area: Los Angeles-Riverside-Orange County, CA
Item: All items
Base Period: 1982-84=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	-	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	-	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571													

COLLECTION	CHANGE	15.407				
	PERCENT	5.10%				
	CAP TIER ONE	3.50%				
	ALLOWABLE 100%	3.50%				
	ALLOWABLE OVER CAP:					
	85% 1.60%	1.36%				
	TOTAL CPI	**4.86%**	CART SERVICE	ORGANICS	BIN SERVICE GW	
GREENWASTE/ ORGANICS	CHANGE	15.407				
	PERCENT	5.10%				
	CAP TIER ONE	5.00%				
	ALLOWABLE 100%	5.00%				
	ALLOWABLE OVER CAP:					
	85% 0.10%	0.08%				
	TOTAL CPI	**5.08%**	CART SERVICE	ORGANICS	BIN SERVICE GW	
DISPOSAL						
	DISPOSAL OLD	36.09				
	DISPOSAL NEW	38.34				
	CHANGE	2.25				
	PERCENT	**6.23%**	CART SERVICE			
OTHER SERVICE	CHANGE	15.407	OTHER SERVICES			
	PERCENT	5.10%				
	CAP TIER ONE	3.50%				
	ALLOWABLE 100%	3.50%				
	ALLOWABLE OVER CAP:					
	85% 1.60%	1.36%				
	TOTAL CPI	**4.86%**				

	MAXIMUM RESIDENTIAL	MAXIMUM RATES	
A.	RESIDENTIAL CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	23.32	Per Month
B.	Additional Refuse Cart(s) – Each.	6.88	Per Month
C.	Additional Green Waste Cart(s) – Each after first 2.	34.43	Per Month
D.	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	No Charge	
E.	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	34.43	Per Trip
F.	Cart Replacement Due to Customer Damage.	68.84	Per Event
G.	On-Call Bulky Waste / E-Waste (Up to two (2) items per year.)	No Charge	
H.	On-Call Bulky Waste / E-Waste (beyond two (2) per year.)	68.84	Per item
I.	Annual Holiday Tree Collection	No Charge	
J.	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line A).	34.43	Per Month

ITEM	MAXIMUM COMMERCIAL ROLL-OFF BOX & COMPACTOR SERVICE	MAXIMUM RATES	
A.	Roll-Off Box or Compactor Service up to 6 Tons	620.34	Per Pull
B.	Roll-Off C&D Service Up to 6 Tons	801.65	Per Pull
C.	C&D MRF Fee	65.17	Per Ton
D.	Daily Rental (After 7 days with no dump)	13.71	Per Day
E.	Dead Run	No Charge	0
F.	Overload Container	49.76	Per Ton

0

ITEM	MAXIMUM TEMPORARY BIN SERVICE	MAXIMUM RATES	
A.	3-Yard Bin: Delivery and Removal (1st Dump included)	164.51	
B.	3-Yard Bin: Additional Dump	68.55	Each Dump
C.	Dead Run	13.71	
D.	Daily Rental (After 7 days with no dump)	6.86	Per Day

ITEM	OTHER SERVICES	MAXIMUM RATES	
A.	On-Call Bulky Waste – Commercial Premises	75.08	Per Item
B.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Up to two (2) items per year.)	No Charge	
C.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Beyond two (2) items per year.)	75.08	Per Item
D.	On-Call E-Waste & U-Waste Collection & Recycling – Commercial & Multi-Family Premises	75.08	Per Item
E.	Household Hazardous Waste Collection – Multi-Family Premises	75.08	Per Item
F.	Emergency Service	75.16	Per Hour
G.	Maximum Late Fee	7.19%	Per Annum
H.	Bin Washing Service beyond Once a Year	No Charge	

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY SOLID WASTE SERVICE RATES

Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	Extra Dump
2 Cubic Yards	150.17	259.05	345.92	432.80	516.88	602.00	58.93
3 Cubic Yards	162.04	268.11	366.81	461.09	552.43	648.18	58.93
4 Cubic Yards	222.04	362.41	440.28	516.67	594.51	694.85	58.93
Locking Bin Fee	22.25	29.66	37.07	44.48	51.90	59.32	58.93
96 Gal Cart	29.46	n/a	n/a	n/a	n/a	n/a	14.73

MAXIMUM MONTHLY COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICE RATES

Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	Extra Dump
3 Cubic Yards	121.53	201.08	275.11	345.82	414.32	486.14	45.05
96 Gal Cart	22.10	n/a	n/a	n/a	n/a	n/a	15.02

MAXIMUM MONTHLY COMPACTOR SERVICE RATES

Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	294.63	515.60	692.37	883.88	1,031.20	1,178.51
3 Cubic Yards	324.09	530.33	736.57	920.71	1,104.85	1,296.36
4 Cubic Yards	353.56	545.06	780.76	957.54	1,178.51	1,414.21
Locking Bin Fee	22.25	29.66	37.07	44.48	51.90	59.32

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY GREEN WASTE SERVICE RATES

Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	101.60	130.51	211.64	304.79	355.58	406.38
3 Cubic Yards	111.75	169.32	253.98	338.64	380.98	440.24
4 Cubic Yards	152.38	253.98	304.79	372.50	423.31	465.63
Locking Bin Fee	22.25	29.66	37.07	44.48	51.90	59.32
96 Gal Cart	89.28	n/a	n/a	n/a	n/a	n/a

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY ORGANIC WASTE SERVICE RATES

Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	206.37	355.96	475.35	594.70	710.23	827.21
3 Cubic Yards	222.67	368.40	504.03	631.55	759.09	890.66
4 Cubic Yards	305.11	497.98	604.99	709.95	816.93	954.79
96 Gal Cart	107.12	198.17	289.22	380.28	471.33	n/a
70 Gal Cart	101.92	188.89	275.30	361.72	448.13	n/a

Residential Consumer Price Index Rate Adjustment Calculations

Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change
Collection Service	4.86%	46%	2.24%
Disposal	6.23%	37%	2.31%
Green Waste	5.08%	17%	0.86%
Total Adjustment			**5.41%**

*For further details see the March 14, 2023 Valley Vista Services rate adjustment letter. This does not include the 1.5% city compliance fee.

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **13.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/10/2023

SUBJECT: **Receive and File the Single Audit Report for the Fiscal Year Ended June 30, 2022**

RECOMMENDATION

Receive and File the Single Audit Report for the Fiscal Year Ended June 30, 2022.

DISCUSSION

In addition to an annual financial audit, all entities that expend $750,000 or more in Federal funding are required to undergo a more detailed audit (called a single audit) by an independent auditor to confirm the funds are expended in accordance with the appropriate guidelines. For the fiscal year ended June 30, 2022, the Office of Management and Budget approved special audit rules for ARPA funds, which allow an alternative single audit focused on compliance with ARPA rules, rather than the more comprehensive single audit typically required.

The attached single audit was prepared by the City's auditors, Lance, Soll & Lunghard, LLP. The result of the single audit for the year ended June 30, 2022 was a clean opinion, finding the City complied in all material aspects with the applicable compliance requirements.

During FY 2021-22, the City received $12.6 million of Federal funding, including $11.7 million from the ARPA Coronavirus State and Local Fiscal Recovery Funds program.

Expenditures of Federal Awards (FY 2021-22)

Purpose	Amount
American Rescue Plan Act	
Coronavirus State and Local Fiscal Recovery Funds	$11,717,000
Meal Gap Grant	$105,000
Supplemental Sick Leave Credits	$63,975
SUBTOTAL AMERICAN RESCUE PLAN ACT	**$11,885,975**
Other Federal Expenditures	
Department of Justice/Department of Treasury - Equitable Sharing (Police Department Uses)	$522,427
Community Development Block Grant - Housing Rehabilitation	$81,517
Department of Transportation Police Checkpoint Grant	$60,537
Other law enforcement uses	$13,779
SUBTOTAL OTHER FEDERAL EXPENDITURES	**$678,260**
TOTAL	**$12,564,235**

BUDGET IMPACT

Sufficient amounts are budgeted in the General Fund to pay for the audit.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Single Audit Report for the Fiscal Year Ended June 30, 2022

INDEPENDENT ACCOUNTANT'S REPORT

To the Honorable Mayor and Members of the City Council
City of Cypress, California

We have examined the City's compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2022 OMB Compliance Supplement (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during the year ended June 30, 2022. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA; the standards applicable to attestation engagements contained in Government Auditing Standards, issued by the Comptroller General of the United States; and in the "Requirements for an Alternative CSLFRF Compliance Examination Engagement." Those standards and requirements require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the specified requirements referenced above during the year ended June 30, 2022.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we are required to report all deficiencies that are considered to be significant deficiencies or material weaknesses in internal control; fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements that have a material effect on the City's compliance with the specified requirements and any other instances that warrant the attention of those charged with governance. We are also required to obtain and report the views of responsible officials concerning the findings, conclusions, and recommendations, as well as any planned corrective actions. We performed our examination to express an opinion on the City's compliance with the specified requirements and not for the purpose of expressing an opinion on the internal control over the specified requirements or on compliance and other matters; accordingly, we express no such opinions. The results of our tests disclosed no matters that are required to be reported under Government Auditing Standards.

To the Honorable Mayor and Members of the City Council
City of Cypress, California

Intended Purpose

The purpose of this examination report is solely to express an opinion on whether the City complied, in all material respects with the specified requirements referenced above during the year ended June 30, 2022. Accordingly, this report is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
March 9, 2023

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **14.**

FROM: Matt Burton, Director of Finance and Administrative Services

DATE: 04/10/2023

SUBJECT: **Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of March 11, 2023 through March 24, 2023**

RECOMMENDATION

Receive and file the attached payment register summarized below for the period of March 11, 2023 through March 24, 2023:

- Electronic Funds Transfers 12806 through 12890
- Warrants 61950 through 62069
- Payroll Transfers W1498

DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is then presented to the City Council. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided Payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of March 11, 2023 through March 24, 2023 are $2,617,454.80.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Payment Register for the Period 03-11-23 through 03-24-23

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12806	1178 - UNION BANK	$ (32.28)	Credit/Pens(2)/SS 12/5	0429 3/7/23	$ (32.28)
12807	1178 - UNION BANK	$ 50.00	Gift Card(1)/Italia's Pizza Kitchen/Americana Awards Basket 1/16	0429(A) 3/7/23	$ 50.00
12808	1178 - UNION BANK	$ 435.09	Room Rental/Food/City Council Special Meeting 1/23	0429(B) 3/7/23	$ 435.09
12809	1178 - UNION BANK	$ 100.00	Sub/Mailchimp Email Distribution/Admin 1/23	0429(C) 3/7/23	$ 100.00
12810	1178 - UNION BANK	$ 850.00	Reg/Matt Ward Exploring On Fundraiser(1 Table) 3/10	0429(D) 3/7/23	$ 850.00
12811	1178 - UNION BANK	$ 462.46	Hotel/League of CA Cities New Council Members Conf/PG 2/1-2/3	0429(E) 3/7/23	$ 462.46
12812	1178 - UNION BANK	$ 71.64	Copy Paper(10 Rms)/Admin/Returned 2/2	0429(F) 3/7/23	$ 71.64
12813	1178 - UNION BANK	$ 11.98	Bottled Water(80)/Council Meetings 2/3	0429(G) 3/7/23	$ 11.98
12814	1178 - UNION BANK	$ 9.69	Supplies/OC City Manager Assoc Event/Returned 2/8	0429(H) 3/7/23	$ 9.69
12815	1178 - UNION BANK	$ 340.70	Imprinted Shirts(6)/Council Members BP & FM & DB 2/13	0429(I) 3/7/23	$ 340.70
12816	1178 - UNION BANK	$ 19.99	Sub/Dropbox/Shared Access Storage 2/8-3/8	0429(J) 3/7/23	$ 19.99
12817	1178 - UNION BANK	$ 14.00	Supplies/Teen Program 1/14	0547 3/7/23	$ 14.00
12818	1178 - UNION BANK	$ 713.19	Reg/Training/National Notary Assoc/AF 2/6	0635 3/7/23	$ 713.19
12819	1178 - UNION BANK	$ 155.00	Reg/Women In Leisure Leadership Conf/SG & AT & AC & LM & CP 2/7	1313 3/7/23	$ 155.00
12820	1178 - UNION BANK	$ 120.00	Reg/CA Park & Rec Society Staff Training(6) 1/26	1313(A) 3/7/23	$ 120.00
12821	1178 - UNION BANK	$ 50.59	Wireless Computer Mice(5)/Sr Center 1/25	1313(B) 3/7/23	$ 50.59
12822	1178 - UNION BANK	$ 85.24	Day Planner(1)/Calculator(1)/Sr Center 1/26	1313(C) 3/7/23	$ 85.24
12823	1178 - UNION BANK	$ 17.98	Food/Playground/Kids Night Out 1/19	1857 3/7/23	$ 17.98
12824	1178 - UNION BANK	$ 12.92	Supplies/Teen Program 1/19	1857(A) 3/7/23	$ 12.92
12825	1178 - UNION BANK	$ 41.96	Food/Playground/Kids Night Out 1/20	1857(B) 3/7/23	$ 41.96
12826	1178 - UNION BANK	$ 13.99	Food/Playground/Kids Night Out 1/20	1857(C) 3/7/23	$ 13.99

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12827	1178 - UNION BANK	$ 30.16			
			Supplies/Teen Program 2/7	1857(D) 3/7/23	$ 30.16
12828	1178 - UNION BANK	$ 257.53			
			PD Canine Muzzle(1)/Bono 1/31	2173 3/7/23	$ 257.53
12829	1178 - UNION BANK	$ 83.72			
			PD Dog Food(1 Bag)/Bono 2/8	2173(A) 3/7/23	$ 83.72
12830	1178 - UNION BANK	$ 60.00			
			Software Maint/IT Data Center 1/13/23-1/12/24	2886 3/7/23	$ 60.00
12831	1178 - UNION BANK	$ 116.34			
			Memory Modules(2)/IT Data Center 2/1	2886(A) 3/7/23	$ 116.34
12832	1178 - UNION BANK	$ 268.30			
			Audio-Visual ClickShare Button(1)/Council Chambers 2/10	2886(B) 3/7/23	$ 268.30
12833	1178 - UNION BANK	$ 13.90			
			PD Phone Charger(1)/Court Liaison 1/17	2957 3/7/23	$ 13.90
12834	1178 - UNION BANK	$ 50.00			
			PD Dues/CA Assoc for Property & Evidence/CB 2023	2957(A) 3/7/23	$ 50.00
12835	1178 - UNION BANK	$ 497.35			
			PD External Hard Drives(5)/Flash Drives(30)/Investigations 1/26	2957(B) 3/7/23	$ 497.35
12836	1178 - UNION BANK	$ 94.58			
			W/C Dispatch Headset(1)/CM 1/23	3874 3/7/23	$ 94.58
12837	1178 - UNION BANK	$ 20.70			
			W/C Postage/Police Officer Standards & Training Tests 1/19	3874(A) 3/7/23	$ 20.70
12838	1178 - UNION BANK	$ 8.70			
			W/C Sub/Business Analytics/Reporting Software 1/7-2/6	3874(B) 3/7/23	$ 8.70
12839	1178 - UNION BANK	$ 21.64			
			W/C Display Port Cable(1)/Dispatch Monitor 1/23	3874(C) 3/7/23	$ 21.64
12840	1178 - UNION BANK	$ 725.00			
			W/C Dues/National Emergency Number Assoc 2023	3874(D) 3/7/23	$ 725.00
12841	1178 - UNION BANK	$ 18.59			
			W/C Data Storage/Amazon Cloud 1/23	3874(E) 3/7/23	$ 18.59
12842	1178 - UNION BANK	$ 33.38			
			Supplies/Traffic Commission Meetings 1/18	4519 3/7/23	$ 33.38
12843	1178 - UNION BANK	$ 624.02			
			Security Lights(4)/Pole Mounts(4)/Eucalyptus Park 1/27	4519(A) 3/7/23	$ 624.02
12844	1178 - UNION BANK	$ 66.15			
			Photocells(4)/Eucalyptus Park Security Lights 1/27	4519(B) 3/7/23	$ 66.15
12845	1178 - UNION BANK	$ 25.84			
			Triangle Scales(2)/Engineering 2/3	4519(C) 3/7/23	$ 25.84
12846	1178 - UNION BANK	$ 57.01			
			Tape Measures(3)/Engineering 2/3	4519(D) 3/7/23	$ 57.01
12847	1178 - UNION BANK	$ 10.00			
			Svc/Box/Staff Document Review/Engineering 1/29-2/27	4595 3/7/23	$ 10.00

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12848	1178 - UNION BANK	$ 1,800.00			
			Svc/Quickbase/Bldg/Public Works 2/23	4595(A) 3/7/23	$ 1,800.00
12849	1178 - UNION BANK	$ 532.86			
			Hotel/Parking/LOCC New Council Members Conf/FM 2/1-2/3	5009 3/7/23	$ 532.86
12850	1178 - UNION BANK	$ 32.29			
			Lunch Meeting(2)/PG & DB 1/31	5395 3/7/23	$ 32.29
12851	1178 - UNION BANK	$ 445.77			
			Dinner Meeting(6)/LOCC New Council Conf/PG & Council 2/1	5395(A) 3/7/23	$ 445.77
12852	1178 - UNION BANK	$ 200.63			
			Dinner Meeting(4)/LOCC New Council Conf/PG & DB & BP & SM 2/2	5395(B) 3/7/23	$ 200.63
12853	1178 - UNION BANK	$ 116.00			
			Sub/LA Times Online/PG 2/7/23-2/6/24	5395(C) 3/7/23	$ 116.00
12854	1178 - UNION BANK	$ 5,507.66			
			Dinner/Hosted by OC City Manager Assoc/Reimbursed 2/8	5395(D) 3/7/23	$ 5,507.66
12855	1178 - UNION BANK	$ 1.99			
			PD Sub/OneDrive/Photo Storage 1/23	5911 3/7/23	$ 1.99
12856	1178 - UNION BANK	$ 20.47			
			PD Standing Clipboard(1) 2/9	5911(A) 3/7/23	$ 20.47
12857	1178 - UNION BANK	$ 2,060.00			
			Reg/CA Park & Rec Society Conference/AT & AC & LM & ER 4/3-4/6	7419 3/7/23	$ 2,060.00
12858	1178 - UNION BANK	$ 498.00			
			PD Reg/Officer Involved Shooting for Field Supv/SR & BP 1/31-2/1	8179 3/7/23	$ 498.00
12859	1178 - UNION BANK	$ 320.70			
			PD Hotel/Supervisory Leadership Institute/JO 1/18-1/21	8179(A) 3/7/23	$ 320.70
12860	1178 - UNION BANK	$ 500.00			
			PD Reg/Pistol Mounted Optics/BM/Cancelled	8179(B) 3/7/23	$ 500.00
12861	1178 - UNION BANK	$ 347.97			
			PD Airfare/Supervisory Leadership Institute/JO 2/22-2/25	8179(C) 3/7/23	$ 347.97
12862	1178 - UNION BANK	$ 225.00			
			PD Reg/Drug Abuse Recognition/CS 2/21-2/23	8179(D) 3/7/23	$ 225.00
12863	1178 - UNION BANK	$ 225.00			
			PD Reg/Drug Abuse Recognition/YS 2/21-2/23	8179(E) 3/7/23	$ 225.00
12864	1178 - UNION BANK	$ 60.00			
			PD Reg/First Aid-CPR/YS & AS & MZ 3/24	8179(F) 3/7/23	$ 60.00
12865	1178 - UNION BANK	$ 540.00			
			Filled Eggs(4K)/Spring Egg Hunt 2/10	8202 3/7/23	$ 540.00
12866	1178 - UNION BANK	$ 219.12			
			Volleyballs(12)/Youth Sports 2/7	8202(A) 3/7/23	$ 219.12
12867	1178 - UNION BANK	$ 25.00			
			PD Dues/CA Assoc of Tactical Officers/SA 2023	8886 3/7/23	$ 25.00
12868	1178 - UNION BANK	$ 299.40			
			PD Binders(160)/PACE Program 1/23	8886(A) 3/7/23	$ 299.40

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12869	1178 - UNION BANK	$ 78.85			
			PD Flash Drives(10)/Records 1/20	8886(B) 3/7/23	$ 78.85
12870	1178 - UNION BANK	$ 248.91			
			PD Books/CA Vehicle Code(1)/CA Penal Code(1) 1/26	8886(C) 3/7/23	$ 248.91
12871	1178 - UNION BANK	$ 17.22			
			PD Mourning Bands(60) 1/23	8886(D) 3/7/23	$ 17.22
12872	1178 - UNION BANK	$ 85.11			
			PD Tool Kit(1)/Serious Traffic Accident Response Team 1/23	8886(E) 3/7/23	$ 85.11
12873	1178 - UNION BANK	$ 249.37			
			PD Printer Ribbons(2)/Mobile Audio Visual Printer 1/26	8886(F) 3/7/23	$ 249.37
12874	1178 - UNION BANK	$ 31.67			
			PD Sales Tax/Barcode Printer Ribbon(24)/Property & Evidence 1/18	8886(G) 3/7/23	$ 31.67
12875	1178 - UNION BANK	$ 297.26			
			PD DVD-R(600)/Mobile Audio Visual 1/27	8886(H) 3/7/23	$ 297.26
12876	1178 - UNION BANK	$ 100.00			
			Dues/CA Assoc of Code Enforcement Officers/HM 2023	9183 3/7/23	$ 100.00
12877	1178 - UNION BANK	$ 40.00			
			Reg/Substandard Housing Webinar/HM 2/7	9183(A) 3/7/23	$ 40.00
12878	1178 - UNION BANK	$ 150.00			
			Sub/Property Data/Code Enforcement & Planning 1/23	9183(B) 3/7/23	$ 150.00
12879	1178 - UNION BANK	$ 50.00			
			PD Svc/Fastrak Replenishment 1/30	9480 3/7/23	$ 50.00
12880	1480 - ARCO BUSINESS SOLUTIONS	$ 14,221.62			
			Fuel/Police 2/3-3/2	NP63934015(D)	$ 14,221.62
12881	1480 - ARCO BUSINESS SOLUTIONS	$ 2,152.04			
			Fuel/Maint 2/3-3/2	NP63934015(B)	$ 2,152.04
12882	1480 - ARCO BUSINESS SOLUTIONS	$ 121.01			
			Fuel/Admin 2/3-3/2	NP63934015	$ 121.01
12883	1480 - ARCO BUSINESS SOLUTIONS	$ 26.69			
			Fuel/Engineering 2/3-3/2	NP63934015(A)	$ 26.69
12884	1480 - ARCO BUSINESS SOLUTIONS	$ 108.35			
			Fuel/Parks & Recreation 2/3-3/2	NP63934015(C)	$ 108.35
12885	2207 - BUCKLIN, KIM	$ 242.54			
			Refund/Cancelled Permit #BS-22-250	Rfd 3/17/23	$ 242.54
12886	100505 - CITY OF CYPRESS-WORKERS COMP	$ 1,519.21			
			Workers Comp Claims/Professional Svcs/#26112-26158	Reimb 3/17/23	$ 1,519.21
12887	100505 - CITY OF CYPRESS-WORKERS COMP	$ 8,746.65			
			Workers Comp Claims/Medical/#26112-26158	Reimb(A) 3/17/23	$ 8,746.65
12888	100505 - CITY OF CYPRESS-WORKERS COMP	$ 5,411.42			
			Workers Comp Claims/Permanent Disability/#26112-26158	Reimb(B) 3/17/23	$ 5,411.42
12889	2208 - HASSANI, FARZAN	$ 1,000.00			
			Refund/Permit #CDD-23-10	Rfd 3/17/23	$ 1,000.00

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
12890	1608 - ALARM PROGRAM SYSTEMS, LLC	$ 722.88			
			PD Svc/Alarm Permit & False Alarm Collections 2/23	2/23	$ 722.88
61950	290 - AC EXCHANGE AUTO	$ 545.36			
			Repair/Air Conditioner/Unit #140	050600	$ 545.36
61951	1398 - AGI ACADEMY-ANCOM GROUP, INC	$ 78.00			
			Instruct/Math Workshop 2/2-3/2	3/2/23	$ 78.00
61952	270 - AITHAL, DARSHINI	$ 335.40			
			Instruct/Chair Yoga 2/7-2/28	2/28/23	$ 218.40
			Instruct/Flow Yoga 2/6-2/27	2/27/23	$ 117.00
61953	128591 - ALIN PARTY SUPPLY CO-PARTY DEPOT	$ 115.86			
			Tablecloths(50)/Sr Center 2/27	674630	$ 115.86
61954	105442 - ALL CITY MANAGEMENT SERVICE INC	$ 14,791.26			
			Crossing Guard Services(27 Hrs)/Orange & Grindlay 2/5-2/18	83451(A)	$ 650.43
			Crossing Guard Services(587 Hrs) 2/5-2/18	83451	$ 14,140.83
61955	1403 - ALL STAR ELITE SPORTS	$ 1,569.13			
			Shirts(68)/Youth Volleyball 2/27	3337	$ 1,569.13
61956	1619 - ARDURRA GROUP, INC-ANDERSON PENNA PARTNERS	$ 600.00			
			Svc/Administrative Assistance/Pavement Mgmt Relief Program 2/23	134090	$ 600.00
61957	110860 - AT&T	$ 824.23			
			Svc/Internet Access 2/23	19603467	$ 824.23
61958	110860 - AT&T	$ 2,094.46			
			PD Svc/Mobile Data 2/23	2/23(F)	$ 2,094.46
61959	110860 - AT&T	$ 54.22			
			9391033695-Civic Center Phone Svc 2/23	2/23(H)	$ 27.11
			9391033696-PD Phone Svc 2/23	2/23(G)	$ 27.11
61960	110860 - AT&T	$ 1.70			
			East Wing Fax Line 2/23	2/23(E)	$ 1.70
61961	110860 - AT&T	$ 2,565.28			
			W/C Svc/Priority Radio Line 3/5-4/4	1734493178030523	$ 2,565.28
61962	110860 - AT&T	$ 4.77			
			2481347232-Admin Phone Svc 3/23	3/23	$ 4.77
61963	610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC	$ 542.43			
			Repair/Air Conditioner/Unit #167	406888	$ 181.64
			Replace/Air Conditioner Vents(2)/Unit #167	406540	$ 360.79
61964	1822 - BENEFITS COORDINATORS CORPORATION BCC	$ 2,224.05			
			Insurance/Dental & Vision/West Comm 3/23	B0859V	$ 994.00
			Insurance/Vision Claims/City & Dist 2/23	B08756	$ 1,230.05
61965	1011 - BIT DIRECT INC	$ 5,542.51			
			Traffic Camera Monitors(4)/Wall Mounts(4)/Misc 1/27	5031448	$ 5,542.51
61966	128481 - BSN/SPORT SUPPLY GROUP, INC	$ 699.30			
			Basketball Nets(100)/City Parks 2/22	920511898	$ 699.30

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
61967	866 - C3 OFFICE SOLUTIONS	$ 21.41			
			W/C Copier Svc/Supplies 2/23	INV158067	$ 21.41
61968	103141 - CA FORENSIC PHLEBOTOMY, INC	$ 355.05			
			PD Blood/Alcohol Tests(3) 2/23	2196	$ 355.05
61969	2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC	$ 1,400.00			
			Svc/Park Restroom & Tennis Court Lockup 2/23	3604-147	$ 1,400.00
61970	103016 - CAMERON WELDING CO	$ 72.78			
			Cylinder Charges 2/23	09270449	$ 72.78
61971	123012 - CHARLES ABBOTT ASSOCIATES	$ 21,612.50			
			Svc/Engineering Plan Checks 1/23	65364	$ 540.00
			Svc/Engineering Plan Checks 2/23	65508	$ 602.50
			Svc/Natl Pollutant Discharge Elimination Sys/Program Mgmt 1/23	62425	$ 10,637.50
			Svc/Natl Pollutant Discharge Elimination Sys/Program Mgmt 12/22	65250	$ 9,832.50
61972	2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM	$ 1,512.13			
			Svc/Cable/Council Chambers 3/10-4/9	3/10/23-4/9/23	$ 132.43
			W/C CAD/RMS Ethernet Connection 3/4-4/3	0026082030523	$ 1,379.70
61973	110067 - COMLINK LASER CARE	$ 107.36			
			Toner(1)/Finance 3/15	74787	$ 107.36
61974	115003 - COUNTY OF ORANGE	$ 54,497.52			
			Fees/Election Costs 11/8/22	R1183	$ 54,497.52
61975	115003 - COUNTY OF ORANGE	$ 1,104.51			
			PD Svc/OC Automated Telecommunications System 2/23	SH64731	$ 1,104.51
61976	1622 - DANIELS TIRE SERVICE, INC	$ 1,269.51			
			PD Vehicle Tires(7) 2/21	200467074	$ 898.88
			Replace/Tires(4)/Unit #802	200467716	$ 370.63
61977	102123 - DELL MARKETING LP-DELL USA LP	$ 16,583.27			
			W/C Computers/Dispatch(6)/Admin(3) 10/22	10621444280	$ 16,583.27
61978	1158 - DIRECTV	$ 190.24			
			W/C Svc/Satellite TV 2/25-3/24	66762204X230226	$ 190.24
61979	101879 - DOOLEY ENTERPRISES	$ 4,272.29			
			PD Ammo(9K Rnds) 3/2	365051	$ 4,272.29
61980	100501 - ECS IMAGING INC	$ 4,165.00			
			Laserfiche Licensing(10 Users) 4/21/23-4/20/24	17612(A)	$ 3,000.00
			Software Maint/Laserfiche 7/1/22-6/30/23	17612	$ 1,165.00
61981	1488 - ENTERPRISE HOLDINGS INC	$ 3,040.70			
			PD Rental Car(1) 1/2-2/1	32292329	$ 731.18
			PD Rental Car(1) 12/27-2/25	32292329(B)	$ 1,539.28
			PD Rental Car(1) 12/31-1/30	32292329(A)	$ 770.24
61982	2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER	$ 715.19			
			PD Exam Gloves(3K) 2/21	6126790	$ 358.93
			PD Exam Gloves(3K) 3/8	6128928	$ 356.26

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
61983	104530 - EXPERIAN	$ 77.72			
			PD Credit Reports 2/23	CD2311003572	$ 77.72
61984	106039 - FEDERAL EXPRESS CORP	$ 86.90			
			PD Svc/Nichols Consulting/FY20-21 SB90 Claim Form 2/7	803475403	$ 55.05
			Svc/Goldman Law Offices/Estrada Settlement Check 2/24	805682458	$ 31.85
61985	1115 - FRONTIER	$ 2,533.04			
			W/C Phone Svc/5627955413 3/23	3/23	$ 2,533.04
61986	119018 - GOLDEN STATE WATER COMPANY	$ 10,140.60			
			Svc/Civic Center 2/23	2/23(E)	$ 419.74
			Svc/Lexington Park 2/23	2/23(G)	$ 1,228.28
			Svc/Parks Landscaping 11/22-1/23	11/22-1/23	$ 2,256.86
			Svc/Parks Landscaping 2/23	2/23(D)	$ 29.98
			Svc/Parkway Maint 2/23	2/23(H)	$ 5,267.95
			Svc/Sr Center 2/23	2/23(F)	$ 459.88
			Svc/Stanton Channel Berm 2/23	2/23(C)	$ 225.85
			Svc/Storm Drain 10/22-1/23	10/22-1/23	$ 252.06
61987	1018 - GREEN HALO SYSTEMS INC-WASTETRACKING.COM	$ 295.00			
			Svc/Waste Tracking System 2/23	4078	$ 295.00
61988	110815 - GRIFFIN STRUCTURES INC	$ 7,878.00			
			Construct Mgmt/Arnold Cypress Park Rehab 2/23	GSI-CACPR-09	$ 7,878.00
61989	1464 - HANLEY CHESS ACADEMY	$ 1,365.00			
			Instruct/Chess 2/21-3/21	3/21/23	$ 1,365.00
61990	111285 - HARDY & HARPER, INC	$ 1,458,086.49			
			Construct/Arterial Street Rehab 1/23	49130	$ 1,458,086.49
61991	103008 - HARTZOG & CRABILL	$ 2,227.50			
			Svc/Monitor Traffic Signals 2/23	23-0127	$ 2,227.50
61992	100931 - HOME PIPE & SUPPLY	$ 378.62			
			Rust Cleaner(24 Cans) 1/30	F41872	$ 378.62
61993	102993 - ITERIS, INC	$ 2,370.00			
			Svc/Maintain CCTV Network 1/23	154228	$ 2,370.00
61994	1611 - J B BOSTICK COMPANY, INC	$ 48,450.00			
			Final/Construct/Parking Lot Resurface/Oak Knoll Park 1/23	1-332 1/23	$ 48,450.00
61995	103024 - JHM & CARSON SUPPLY	$ 996.30			
			Straw Wattles(29) 2/23	84890/3	$ 996.30
61996	101547 - JIMNI SYSTEMS	$ 1,496.16			
			Emergency Svc/Pump Diagnostics/Pump Station #6 11/9	35799	$ 1,496.16
61997	2039 - KELLY SPICERS INC KELLY SPICER STORES	$ 773.54			
			PD Copy Paper(80 Rms) 2/23	11225245	$ 773.54
61998	2153 - LAUDERBACK, MARK	$ 1,000.00			
			Executive Mgmt Wellness Program 2023	Reimb 3/17/23	$ 1,000.00
61999	336 - LEXISNEXIS RISK DATA MANAGEMENT, INC	$ 300.00			
			PD Svc/Database 2/23	1538745-20230228	$ 300.00

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62000	122069 - LIEBERT CASSIDY WHITMORE	$ 418.00			
			Legal Svc/HR Matter #CY020-00001 11/22	230162	$ 418.00
62001	112017 - LOS ALTOS TROPHY CAL-LINE INVESTMENTS	$ 92.12			
			Name Badges/Mayor(1)/Council Member(1) 3/3	91935	$ 26.18
			Name Plates/Council Chambers/NMangalakiri(2)/DCo(2) 3/3	91934	$ 65.94
62002	111271 - MAR-CO EQUIPMENT CO	$ 642.09			
			Switch Pack(1)/Sweeper 3/6	192038	$ 642.09
62003	1947 - MICHAEL BALLIET CONSULTING, LLC	$ 4,175.00			
			Consult/Solid Waste Program 1/1-1/31	1383-22-23-4	$ 4,175.00
62004	578 - MIG-MOORE IACOFANO GOLTSMAN/HOGLE-IRELAND, INC	$ 8,373.75			
			Design/Arnold Cypress Park Rehab 1/23	0079654	$ 8,373.75
62005	109269 - MILES, HILDA	$ 1,609.41			
			Instruct/Hula Dance 2/14-3/23	3/23/23	$ 1,609.41
62006	117056 - MINUTEMAN PRESS LOS ALAMITOS	$ 323.38			
			Svc/Print/PD Reporting District Maps(64) 3/14	37197	$ 323.38
62007	80 - MORRIS, LETICIA	$ 366.60			
			Instruct/Zumba 2/4-2/25	2/25/23	$ 218.40
			Instruct/Zumba Gold 2/2-2/23	2/23/23	$ 148.20
62008	129801 - MUTUAL LIQUID GAS & EQUIP	$ 30.00			
			Rent/Propane Tank 3/1/23-5/31/23	70248	$ 30.00
62009	125848 - NATIONAL SAFETY COMPLIANCE INC	$ 287.69			
			Drug Tests(3)/Alcohol Test(1) 2/21	93165	$ 287.69
62010	672 - O'REILLY AUTO PARTS	$ 487.84			
			Credit/Radiator Core 3/7	3078-394026	$ (323.25)
			Replace/Instrument Cluster/Unit #167	3078-392631	$ 558.76
			Replace/Radiator/Unit #124	3078-391057	$ 252.33
62011	1043 - ORANGE COUNTY PUMP CORP	$ 1,878.71			
			Emergency Svc/Replace Coil/Pump Station #1 2/24	154948	$ 1,878.71
62012	828 - PACIFIC RIM AUTOMATION INC	$ 937.50			
			Svc/Maint/Pump Station Monitoring System 2/10	10266	$ 937.50
62013	308 - PENSKE CHEVROLET OF CERRITOS	$ 521.22			
			Replace/Emissions Sensors/Unit #140	281863	$ 521.22
62014	2204 - PINNACLE MEDICAL GROUP PINNACLE HEALTHCARE	$ 755.00			
			Pre-Place Physical(1)/City 2/27	418820	$ 390.00
			Pre-Place Physical(1)/Dist 2/14	415580	$ 365.00
62015	100870 - POSTMASTER -CYPRESS POST OFFICE	$ 3,325.00			
			Postage/City & Recreation Newsletter 4/23	3/17/23	$ 3,325.00
62016	109096 - S.C. SIGNS & SUPPLIES, LLC	$ 1,176.63			
			Solar Pavement Markers(10) 2/9	234919	$ 624.95
			Street Name Signs(4)/Street Signs(3)/Rivets(100) 9/19	234918	$ 551.68

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62017	111301 - S.C. YAMAMOTO, INC	$ 33,954.39			
			Svc/Landscape/Citywide 2/23	1422277	$ 14,820.00
			Svc/Landscape/Right of Way & Berm 2/23	1422276	$ 14,434.39
			Svc/Seasonal Turf Renovation/Parks 1/23	1421977	$ 4,700.00
62018	106893 - SAFESHRED	$ 40.00			
			W/C Svc/Shredding 2/14	339901	$ 40.00
62019	2194 - SAFETY-KLEEN SYSTEMS, INC	$ 2,293.56			
			Motor Oil(165 Gls) 3/3	91328573	$ 2,293.56
62020	524 - SHORMAN, LORRAINE	$ 308.75			
			Instruct/Fitness 2/1-3/13	3/13/23	$ 308.75
62021	119051 - SMART & FINAL (REC & PARKS)	$ 67.32			
			Food/Playground/Kids Night Out 2/14	3565620012503	$ 40.94
			Supplies/Community Center 2/14	3565620012402	$ 26.38
62022	108459 - SMART & FINAL-POLICE ACCT	$ 133.00			
			PD Hot Cups(600)/Breakroom 2/23	3563630008801	$ 70.98
			PD Supplies/Breakroom 2/15	3563630007001	$ 55.78
			PD Water Bottles(36)/Emergency Operations Center Drill 2/1	3563630000602	$ 6.24
62023	119016 - SO CAL EDISON	$ 650.09			
			700134894611 - Svc/Traffic Signal 2/23	2/23(B)	$ 22.56
			700351486618 Svc/Willow Park 2/23	2/23(C)	$ 496.38
			700370018870 - Svc/Traffic Signal 2/23	2/23	$ 68.51
			700428641933 Svc/Mackay Park 2/23	2/23(A)	$ 62.64
62024	119017 - SO CAL GAS CO	$ 5,883.26			
			00840909006 Svc/Comm Center 2/23	2/23(D)	$ 2,034.41
			08610884002 Svc/AC Park 2/23	2/23(E)	$ 44.63
			12600890003 Svc/Maint Yard 2/23	2/23(F)	$ 622.32
			13230923008 Svc/Storm Drain 2/23	2/23(C)	$ 24.44
			18690942000 Svc/Sr Center 2/23	2/23(G)	$ 306.95
			19530910009 Svc/City Hall 2/23	2/23(H)	$ 2,850.51
62025	127516 - SO CAL MUNI ATHLETIC FEDERATION-SCMAF	$ 60.00			
			Reg/Surf & Turf Workshop/LM & VB 3/16	Reg 3/16/23	$ 60.00
62026	543 - SORVILLO, BRYAN	$ 9,004.00			
			Instruct/Group Tennis 2/13-3/24	3/24/23	$ 8,528.00
			Instruct/Private Tennis Lessons 2/1-2/28	2/23	$ 476.00
62027	1591 - SOUTHERN CALIFORNIA NEWS GROUP	$ 2,471.15			
			Pub Notice/State Controller's Report FYE 6/30/22	0011586482	$ 2,471.15

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62028	125888 - SPARKLETTS	$ 222.35			
			Comm Center Bottled Water 2/23	4104724 2/23	$ 21.84
			Maint Bottled Water 2/23	4106666 2/23	$ 57.51
			PD Bottled Water 2/23	4104648 2/23	$ 88.92
			Print Shop Bottled Water 2/23	4105217 2/23	$ 5.20
			Sr Center Bottled Water 2/23	4104716 2/23	$ 8.84
			W/C Bottled Water 2/23	4089647 2/23	$ 40.04
62029	1241 - SPECTRUM SECURITY GROUP LLC	$ 175.00			
			PD Install/Lock/Gun Locker 2/27	5006	$ 175.00
62030	119024 - STATE COMP INSURANCE FUND	$ 2,072.66			
			W/C Workers Comp Insurance 2/28-3/30	100857038	$ 2,072.66
62031	122963 - STERICYCLE INC	$ 43.33			
			PD Med Waste Removal 3/23	3006373001	$ 43.33
62032	1330 - SUPERIOR PROPERTY SERVICES, INC-SUPERIOR GRAFFITI	$ 6,160.00			
			Svc/Graffiti Removal/Streets & Parks 2/23	17753	$ 6,160.00
62033	1133 - SWAGIT PRODUCTIONS, LLC GRANICUS	$ 695.00			
			Svc/Video Stream/Council Meetings 2/23	SW001913SI	$ 695.00
62034	111700 - SWRCB-STATE WATER RESOURCE CONTROL BOARD	$ 127.00			
			Addl Permit Fee/Waste Discharge/Storm Drain 7/1/22-6/30/23	WD0217856(A)	$ 127.00
62035	588 - THE COUNSELING TEAM INTERNATIONAL	$ 1,490.00			
			PD Svc/Employee Counseling 2/23	85471	$ 1,000.00
			PD Svc/Psych Eval(1) 2/22	85350	$ 300.00
			W/C Svc/Employee Counseling 2/23	85614	$ 190.00
62036	851 - THE UPS STORE, #5882	$ 60.00			
			Svc/Fingerprints(1)/Recreation 2/23	3/2/2023	$ 20.00
			Svc/Fingerprints(1)/Recreation Volunteers 2/23	3/2/2023(A)	$ 40.00
62037	1170 - TOM'S PLUMBING & DRAIN SERVICE CORP	$ 750.00			
			Svc/Hydro Jet/Sewer Line/Meridian Dr 2/22	56647	$ 750.00
62038	1994 - TRUTH BE TOLD POLYGRAPH, LLC YOLANDA GELLIS	$ 410.00			
			PD Svc/Polygraph(1) 2/23	CYPD-2023/02	$ 410.00
62039	127207 - UNDERGROUND SVS ALERT OF SO CA	$ 158.75			
			Svc/DigAlert Tickets 2/23	220230207	$ 158.75
62040	1139 - UNIFIRST CORP	$ 943.79			
			Uniforms/Mats/Mops/Towels 2/23	2/23	$ 943.79
62041	1242 - UNIFORM DEPOT, INC-MR UNIFORM	$ 340.33			
			PD Name Patch(1)/JMarquez 2/9	7036	$ 16.43
			PD Name Plate(1)/Name Patches(3)/Volunteers 2/9	7036(A)	$ 159.76
			PD Uniform/Aide MPham 2/9	7035	$ 164.14
62042	100308 - UNITED MAINTENANCE SYSTEMS	$ 19,367.00			
			Svc/Janitorial/Citywide 2/23	15434	$ 5,286.50
			Svc/Janitorial/Park & Rec Facilities 2/23	15436	$ 7,980.00
			Svc/Janitorial/Park Restrooms(8) 2/23	15435	$ 6,100.50

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62043	116933 - V & V MANUFACTURING INC	$ 762.06			
			PD Repair/Badges(11)/ID Cases(4) 3/7	56433	$ 762.06
62044	1992 - VOORHEES, RONDA	$ 925.59			
			Instruct/Art & Piano 3/1-3/23	3/23/23	$ 925.59
62045	1993 - WATANABE , BRYCE I	$ 1,443.65			
			Instruct/Karate 2/13-3/15	3/15/23	$ 1,443.65
62046	1962 - WEX HEALTH INC-WEX	$ 93.75			
			Admin Fee/FSA 2/23	0001693423IN	$ 93.75
62047	101980 - WORTHINGTON FORD	$ 1,120.47			
			Alternator(1) 2/28	5165703	$ 431.86
			Ignition Coils(7)/Sensors(4)/Spark Plugs(8) 2/22	5165194	$ 688.61
62048	2044 - YOUTH EVOLUTION ACTIVITIES	$ 1,093.95			
			Instruct/Youth Basketball 1/12-2/16	2/16/23	$ 321.75
			Instruct/Youth Basketball 2/23-3/23	3/23/23	$ 772.20
62049	1974 - YUNEX LLC	$ 21,725.32			
			Repair/Traffic Signal Knockdown/Crescent & Walker 1/1	5620042255	$ 6,056.00
			Repair/Traffic Signals 1/23	5620042251	$ 11,538.25
			Traffic Signal Maint 1/23	5610283042	$ 4,131.07
62050	0 - ADAMS, ALLISON	$ 10.00			
			Refund/Piano 6/8	2023-00003478	$ 10.00
62051	0 - CAPALARAN, ED	$ 300.00			
			Refund/Facility Deposit/Contract #7116	Rfd 3/17/23	$ 300.00
62052	0 - COMMUNITY OF THE WORD	$ 300.00			
			Refund/Facility Deposit/Contract #7096	Rfd 3/17/23	$ 300.00
62053	0 - FERRAIZ, MARC	$ 150.00			
			Refund/Facility Deposit/Contract #6557	Rfd 3/17/23	$ 150.00
62054	0 - HOWARD, LEIALANI	$ 12.33			
			Refund/Polynesian Fitness 2/16	Rfd 3/17/23	$ 12.33
62055	0 - HUERTH, JACOB	$ 10.00			
			Refund/Piano 6/8	Rfd 3/17/23	$ 10.00
62056	0 - HUYNH, PHUONG	$ 10.00			
			Refund/Piano 6/8	Rfd 3/17/23	$ 10.00
62057	0 - JARK, LEIGH ANNE	$ 10.00			
			Refund/Piano 6/8	Rfd 3/17/23	$ 10.00
62058	0 - JIN, XIANZHE	$ 150.00			
			Refund/Facility Deposit/Contract #6882	Rfd 3/17/23	$ 150.00
62059	0 - KAISER, DONALD	$ 300.00			
			Refund/Facility Deposit/Contract #7153	Rfd 3/17/23	$ 300.00
62060	0 - KHAZEM, NOUR	$ 20.00			
			Refund/Piano 6/8	Rfd 3/17/23	$ 20.00
62061	0 - KI, KAYLA	$ 240.00			
			Refund/Evolution Basketball 5/6-6/30	Rfd 3/17/23	$ 240.00

City of Cypress
Payment Register
03/11/23-03/24/23

EFT/ Warrant Number	Vendor	Payment Amount	Description	Invoice	Invoice Amount
62062	0 - MASUDA, MIKI	$ 68.00			
			Refund/Karate 4/5-5/3	Rfd 3/17/23	$ 68.00
62063	0 - NICO TRENCHES FOUNDATION	$ 300.00			
			Refund/Facility Deposit/Contract #6653	2023-00003495	$ 300.00
62064	0 - OH, DAVID	$ 150.00			
			Refund/Facility Deposit/Contract #6630	Rfd 3/17/23	$ 150.00
62065	0 - PASTRANO, ALIZA NOELLE	$ 300.00			
			Refund/Facility Deposit/Contract #7151	Rfd 3/17/23	$ 300.00
62066	0 - PULU, POSESE	$ 500.00			
			Refund/Recycling Deposit/4282 Marion Ave	Rfd 3/17/23	$ 500.00
62067	0 - SAKAMOTO, SOPHIA	$ 20.00			
			Refund/Piano 6/8	Rfd 3/17/23	$ 20.00
62068	0 - SILER, HARRY	$ 387.50			
			Refund/Facility Deposit/Rental Fee/Contract #7114	Rfd 3/17/23	$ 387.50
62069	0 - LEE, JOHN	$ 150.00			
			Refund/Facility Deposit/Contract #6106	Rfd 8/19/22	$ 150.00
60447	0 - LEE, JOHN	$ (150.00)			
			Refund/Facility Deposit/Contract #6106	Rfd 8/19/22	$ (150.00)
Total EFTs		$ 56,225.71			$ 56,225.71
Total Warrants		1,825,645.58			1,825,645.58
Transfer to Payroll (W1498)		735,583.51	Payroll 03/03/23-03/17/23		735,583.51
Grand Totals		$ 2,617,454.80			$ 2,617,454.80

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **15.**

FROM: Jeff Draper, Director of Recreation and Community Services

DATE: 04/10/2023

SUBJECT: **Approve Non-Profit Grant Awards for Fiscal Years 2023-24 and 2024-25**

RECOMMENDATION

Approve $1,466,660 for the Non-Profit Grant Request Program for Fiscal Years 2023-24 and 2024-25.

SUMMARY

The Non-Profit Contribution Program provides non-profits the opportunity to request funding and support for initiatives that support the City's and District's recreational, educational, and life-affirming services. The awards further these goals, deliver valuable public benefits, and are made every other year. Eighteen organizations submitted applications for the FY 2023-25 cycle, totaling more than $1.5 million. In the previous two-year grant cycle, 18 organizations were awarded a total of $1,010,485.

DISCUSSION

At its March 27 workshop, the City Council reviewed FY 2023-25 grant applications and the Non-Profit Contribution Policy, which establishes criteria and procedures for the grants:

1. A minimum of 55% of the non-profit organization’s membership and executive board must live in Cypress to be considered as highest priority. National organizations focusing on Cypress may use a member’s Cypress business address to meet the 55% requirement.
2. Fee waivers may be awarded for a maximum of 15 room rentals (based on availability) for meetings and functions, and may include two ballroom rentals. Approved Senior Clubs may be exempt from this limit based on the programs they provide.
3. The City may suspend support to the non-profits at any time due to financial constraints or major changes in operations, finances, direction, and/or administration of the non-profit.
4. Direct funding awarded to a non-profit organization may be apportioned on a scheduled basis and requires an invoice after completion of the program or service in order to receive payment.

The City received 18 applications and reviewed each to determine the value of requested

support. Two types of grants are awarded:

- Direct funding represents cash grants.
- Indirect support represents the value of in-kind contributions such as staff support, use of equipment, waiver of facility or permit fees, and printing.

The requested and recommended support for the eighteen groups over the next two-year cycle are:

	Requested	Recommended
Direct Funding	$132,000	$29,500
Indirect Funding	$1,452,779	$1,437,160
Unanticipated Funding	N/A	$4,000
Total Funding	**$1,584,779**	**$1,470,660**

Eight organizations request direct funding and all 18 request indirect funding. A summary of the requests are attached.

Criteria Used to Support Funding Recommendations
In addition to weighing applications against the Policy, each application is evaluated for record of service and benefit to the community, opportunity costs, and the non-profit's fiscal condition.

Direct Funding Summary
Requests for direct funding exceed the recommendation by $102,500. Three of the eight non-profits that requested direct funding are recommended for approval. One non-profit is recommended for less funding grant than they requested. Cypress Art League is recommended for $1,500 of direct funding, which is $1,620 less than the previous cycle. The difference between the request and the recommendation is the cost of mailing art show entry forms, which are now processed electronically. The $1,500 remains consistent with previous cycles and provides for the promotion of the arts.

Indirect Funding Summary
Requests for indirect funding exceed the recommendation by $15,619. Four non-profit organizations are recommended for less funding than requested because:

- Facility use requests have been duplicated as they have previously been approved through separate agreements.
- Facility use requests exceed those allowed by the Policy.
- Facility use and Temporary Use Permit requests are not consistent with previous facility usage.

AYSO - Cypress 154, Boys and Girls Clubs of Greater Anaheim-Cypress, Cypress Youth Baseball, and the Los Alamitos Chapter of the Race Track Chaplaincy of America do not meet the 55% residency and/or executive board membership requirements set by policy to be considered highest priority. St. Irenaeus Church falls below the 55% residency requirement, but its membership includes more than 4,340 Cypress residents.

Constraints Impacting Recommendations For Facility Use and Athletic Field Use
Given high demand for facility rentals and athletic fields, the City seeks to balance non-profit use with City events, holiday and maintenance-related closures, school district uses, and

revenue generating rentals.

Fee waivers for room rentals and athletic fields reduce revenues and represent approximately $900,000 in forgone income over the FY 2023-25 cycle. This revenue would otherwise support operations, programming, and facility maintenance.

Unanticipated Grants
It is recommended the City Council authorize the City Manager to approve up to $2,000 of annual indirect support for non-profits (or programs) not included in the recommendation. This practice enables the City to efficiently support organizations or programs that meet the Policy, but were not known to the City when applications were due. Four unanticipated grants totaling $4,215 have been provided since 2017.

BUDGET IMPACT

The recommended funding for the FY 2023-25 Non-Profit Grant cycle is $1,466,660. The direct funding of $14,750 will be appropriated in the District's FY 2023-24 General Fund budget.

LEGAL REVIEW

None required.

APPROVED BY: Peter Grant, City Manager

Attachments

Contribution Policy for Non-Profit Organizations
Non-Profit Grant Request Summary

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

JOHN B. BAHORSKI
CITY MANAGER

ADOPTED BY CITY COUNCIL ON SEPTEMBER 10, 2012

RESPONSIBLE DEPARTMENT: Cypress Recreation & Community Services

PURPOSE

Many of the City's non-profit organizations provide a volunteer resource that is critical to the support and ongoing success of various City programs and Recreation services. In support of this resource, the City of Cypress has created guidelines to establish a formal and fair method for considering direct and indirect support to community non-profit organizations.

The criteria that serves as the base for this policy regarding contributions to non-profit organizations shall be:

A. Utilization of this Grant Request Program, through the budget process, must be made when requesting direct funds or in-direct services of the City

B. Non-profit organizations must provide Special Event or General Liability Insurance coverage of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured.

C. Organization's Bylaws shall <u>not</u> call for the office of a Commissioner or City Council Member to be represented on the group's Board of Directors or general membership.

D. Organization's Bylaws shall not be in conflict with any state or federal statutes.

E. The non-profit organization must have at least 55% of their membership and 55% of their Executive Board members living in Cypress to be considered as highest priority. National organizations that focus on Cypress projects and services may use a member's Cypress business address in lieu of a residential address to meet the 55% threshold.

PROCEDURE

Grant Request Program

Organizations will be required to meet all criteria and complete an application form by a stipulated due date. Incomplete applications and those received after the deadline date will not be considered for funding by City Council. Completed applications received by the due date will be reviewed by staff and recommendations will be made for approval to the City Council. The grant approvals will be effective July 1 to June 30 of each year to coincide with the City's Fiscal Year budget.

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

JOHN B. BAHORSKI
CITY MANAGER

This policy provides non-profit organizations the opportunity to request direct funding and indirect (in-kind) services for specific programming needs. Indirect services may include services such as staff support, waiver of fees for use of meetings rooms, use of showmobile, and graphic design and printing of advertising material.

Facility Rentals
Non-profit organizations approved under this program may request utilization of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("non-prime time" hours) from 9:00 a.m. to 5:00 p.m. at little to no cost.

a) Non-profit organizations approved under this program may utilize up to fifteen (15) uses per group of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("prime time" hours) after 5:00 p.m. at little to no cost. *(Senior Clubs exempted for Senior Center uses).*

b) Of the above fifteen (15) facility uses, non-profit organizations are limited to no more than two (2) uses up to a maximum of six hours each per group of the Community Center Grand Ballroom and/or the Senior Center Multi-Purpose Room, anytime on Friday, Saturday and Sunday, at no cost, based on availability outlined in the District's Facility Use Policy. *(Senior Clubs exempted for Senior Center uses).*

Biennial Program
The Grant Request Program will be for a two-year request for funds. The first biennial cycle of grants will cover the period of July 1, 2009, through June 30 of 2011, with subsequent two-year cycles following thereafter. A biennial cycle of grants allows organizations to better plan for future events while providing the City/District to better plan and allocate such funds. The grant process will coincide with the City's budgeting process for the coming fiscal year.

Applications will be reviewed and approved by the City Council and any financial support for the two-year cycle of awards will take effect after July 1 of each fiscal year.

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

JOHN B. BAHORSKI
CITY MANAGER

While non-profit groups submit information for a projected two-year period, the City has the right to request updated information of a group at anytime.

In the case that a non-profit organization wishes to amend funding for the second-year of the award cycle due to unforeseen circumstances, such requests may be considered by City Council on an emergency basis only.

Provisions of Support
Non-profit groups that have been approved for direct funding must provide an invoice to the City after the service or program has been rendered in order to receive payment. In the case of direct funding awarded in the amount of $1,000 and over given for annual support of the group's operations with no ties to a specific program, the City shall issue the financial support on a quarterly basis in the months of September, December, April, and June; and for direct funding awarded in the amount less than $1,000 under like circumstances, the City shall issue the financial support on a semi-annual basis in the months of December and June.

The City/District reserves the right to immediately suspend financial and in-kind support to non-profit organizations in the unlikely event the City/District incurs financial constraints, or if the City/District determines the non-profit organization has undergone a significant change in terms of operation, finances, direction and/or administration.

Special Event Liability Insurance
For each event held on City/District property, or as otherwise requested, the organization must provide Special Event or General Liability Insurance of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured. Failure to maintain appropriate insurance coverage will result in the suspension of financial and in-kind support.

Director's and Officer's Insurance
In addition to the Special Event or General Liability Insurance, although not required, the City recommends that the organization purchase Director's and Officer's Insurance to protect their officers and directors from personal or individual liability. Organizations obtain such coverage through outside insurance agencies, which can include utilization of the City's current broker, Alliant Services.

Non-Profit Grant Requests
2023-2024 and 2024-2025
Direct and Indirect Funding Summary

	Non-Profit Organizations	Residency Rate	Executive Board Residency Rate	Number of Members / Participants Served Per Year	Cost Per Member / Participant Served Per Year	**Direct Funding Granted for Current Two Year Cycle (2021-2022 and 2022-2023)**	Direct Funding Requested for Next Two Year Cycle (2023-2024 and 2024-2025)	Direct Funding Recommended for Next Two Year Cycle (2023-2024 and 2024-2025)	**Indirect Funding Granted for Current Two Year Cycle (2021-2022 and 2022-2023)**	Indirect Funding Requested for Next Two Year Cycle (2023-2024 and 2024-2025)	Indirect Funding Recommended for Next Two Year Cycle (2023-2024 and 2024-2025)	**Total Direct and Indirect Funding Granted for Current Two Year Cycle (2021-2022 and 2022-2023)**	Total Direct and Indirect Funding Requested for Next Two Year Cycle (2023-2024 and 2024-2025)	Total Direct and Indirect Funding Recommended for Next Two Year Cycle (2023-2024 and 2024-2025)	This Request Provides…
		A	B	C	D	E	F	G	H	I	J	K	L	M	
1	AYSO - Cypress 154	61%	52%	1,187	$187	-	-	-	**$75,961**	$221,647	$221,647	**$75,961**	$221,647	$221,647	- Priority scheduling in accordance with the Athletic Facility Allocation, Usage and Scheduling policy. - Athletic field and facility use for games, practices, board meetings, parent meetings, and picture picnic day. - Temporary use permits for registration signage.
2	Boys & Girls Clubs of Greater Anaheim-Cypress	87%	24%	690	$7	**$8,500**	$20,000	$0	**$5,831**	$4,912	$4,912	**$14,331**	$24,912	$4,912	- Facility uses for a State of the Club Breakfast event and a Holiday Party. - Temporary use permits for quarterly event banners at Cedar Glen Park.
3	Cypress Art League	58%	59%	143	$192	**$3,120**	$3,000	$1,500	**$30,816**	$25,920	$25,920	**$33,936**	$28,920	$27,420	- $750 to promote art in the community each year. - Facility use for board meetings, general meetings, workshops, open shows, and receptions. - Recreation and Print Shop support for three art shows.
4	Cypress Chamber of Commerce	69%	67%	132	$7	-	$10,000	$0	**$820**	$4,767	$860	**$820**	$14,767	$860	- Support for the Chambers' Festival Mixer and Chamber Business Expo at the Community Festival. - Temporary use permits for banners to promote events. - Student Mentoring Breakfast is supported through Joint Use agreements.
5	Cypress Community Festival Association	85%	75%	20	$7,411	**$10,000**	$50,000	$10,000	**$148,864**	$142,903	$138,220	**$158,864**	$192,903	$148,220	- $5,000 annually to defray costs for a Special Liability Insurance Policy. - Facility use for board meetings and festival related events. - Use of showmobile, equipment, and staff support for the festival. - Temporary use permits for the event and up to 8 banners at park sites.
6	Cypress Girls Softball	58%	60%	330	$1,112	-	-	-	**$218,549**	$366,966	$366,966	**$218,549**	$366,966	$366,966	- Priority scheduling in accordance with the Athletic Facility Allocation, Usage and Scheduling policy. - Athletic field and facility use for games, practices, board meetings, opening day, and snackbar. - Temporary use permits for registration signage.
7	Cypress Pony/Colt Baseball	56%	100%	96	$1,336	-	-	-	**$69,681**	$128,270	$128,270	**$69,681**	$128,270	$128,270	- Priority scheduling in accordance with the Athletic Facility Allocation, Usage and Scheduling policy. - Athletic field and facility use for games, practices, board meetings, and opening day. - Temporary use permits for registration signage.
8	Cypress Senior Citizens Club	62%	57%	189	$829	-	-	-	**$132,108**	$156,623	$156,623	**$132,108**	$156,623	$156,623	- Facility use for club meetings, dances, special events, and board meetings. - Use of storage closets and display cases.
9	Cypress Sunshine Club	55%	75%	141	$524	-	$6,000	$0	**$57,986**	$73,910	$73,910	**$57,986**	$79,910	$73,910	- Facility use for club meetings, special events, and board meetings. - Use of storage closets and display cases.
10	Cypress Youth Baseball	60%	43%	381	$621	-	-	-	**$178,505**	$236,616	$236,616	**$178,505**	$236,616	$236,616	- Priority scheduling in accordance with the Athletic Facility Allocation, Usage and Scheduling policy. - Athletic field and facility use for games, practices, board meetings, opening day, and snackbar. - Temporary use permits for registration signage.
11	Friends of Cypress Cultural Arts	81%	83%	16	$3,472	**$12,000**	$18,000	$18,000	**$28,990**	$37,545	$37,545	**$40,990**	$55,545	$55,545	- $18,000 for a total of eight FOCCA sponsored Concerts on the Green. - Use of showmobile, equipment, and staff support for the Concerts on the Green. - Facility Use for monthly meetings.
12	Friends of Cypress Recreation and Parks	89%	75%	9	$798	-	$20,000	$0	**$8,251**	$11,054	$7,185	**$8,251**	$31,054	$7,185	- Facility use for board meetings and a fundraiser. - Temporary use permits for event banners.
13	Kiwanis Club of Cypress	76%	70%	17	$178	-	-	-	**$4,320**	$6,192	$3,031	**$4,320**	$6,192	$3,031	- Facility use for a fundraising event.
14	Los Alamitos Chapter of the Race Track Chaplaincy of America	56%	0%	675	$18	-	-	-	**-**	$12,000	$12,000	**-**	$12,000	$12,000	- Facility use at Lexington Park for daytime soccer games.
15	Rotary Club of Cypress	71%	75%	14	$122	-	-	-	**$1,512**	$1,709	$1,709	**$1,512**	$1,709	$1,709	- Facility use for a spaghetti dinner fundraiser.
16	Soroptimists International of Cypress	64%	57%	14	$314	-	-	-	**$2,618**	$4,397	$4,397	**$2,618**	$4,397	$4,397	- Facility use for monthly meetings and one fundraiser each year.
17	St. Irenaeus Church	35%	83%	12,409	$1	-	-	-	**$4,144**	$7,586	$7,586	**$4,144**	$7,586	$7,586	- Facility use for a Christmas Eve Service and the Mayor's Prayer Breakfast. - Temporary use permits for banners promoting the Trunk or Treat and Fall Fiesta. - Temporary use permits for community events including Oktoberfest, Trunk or Treat, and the Fall Fiesta.
18	Woman's Club of Cypress	71%	91%	112	$87	-	$5,000	$0	**$7,909**	$9,764	$9,764	**$7,909**	$14,764	$9,764	- Facility use for club meetings, board meetings, member picnics, and fundraisers.
	Totals			**16,575**	**$88**	**33,620**	132,000	29,500	**$976,865**	$1,452,779	$1,437,160	**$1,010,485**	$1,584,779	$1,466,660	

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **16.**

FROM: Alicia Velasco, Planning Director

DATE: 04/10/2023

SUBJECT: **Approve Pandemic Recovert Plan Business Recovery and Support Programs**

RECOMMENDATION

1. Approve the first phase of the Pandemic Recovery Plan's Business Recovery and Support Programs; and

2. Appropriate $365,000 in the General Fund to fund the programs; and

3. Adopt a Resolution approving the donation of General Funds to eligible businesses; and

4. Authorize the City Manager to administer the programs, including entering into agreements, determining eligibility, approving applications, and dispersing funds.

DISCUSSION

The City Council's January 2022 Pandemic Recovery Plan allocated $1,000,000 for Business Recovery and Support programs and the Strategic Plan includes an objective for the ad hoc Economic Development Subcommittee to recommend the first phase of the Business Recovery and Support plan to the City Council.

Working with the City Manager's office and the Planning department, the Economic Development Subcommittee recommends three programs designed to stimulate business growth, encourage employees to return to the office, and attract and retain businesses. These programs, totaling $365,000, are recommended in the first phase because they can be rolled-out quickly and efficiently.

Development Fee Refunds

Based on the City's extremely successful Business Recovery Plan, this recommendation provides development and permit fee refunds to businesses that have not been eligible for other City pandemic support programs and made physical improvements between January 1 and May 31, 2021. These businesses provided the same service to the community (and faced the same risks as other businesses) as those businesses that have benefited from

other city support programs – they simply made their investments in the earliest stages of the pandemic. The one-time refunds will stimulate business recovery and growth and can be processed efficiently because the 70 qualified businesses have already been identified through the city's permit system. The program will cost $150,000 and refunds range between $100 and $7,000.

Building and Safety Support

Businesses moving into (or expanding in) the Business Parks often encounter complicated building, safety and fire codes that are difficult and expensive to comply with. The City regularly supports its businesses through this process, but has limited resources and expertise with which to do so. This recommendation funds technical consultants to support Cypress businesses with complicated building, safety and fire-related issues. The Community Development team will identify businesses that need this support through the plan check and permit process and market the program to Business Park landowners and tenants and the Orange County Fire Authority. The program will cost $25,000 and will encourage business attraction/expansion by reducing costs and risks associated with complicated permit requirements.

Business Park Local Catering

Post-pandemic, it is common for many businesses to allow employees to work from home. The prevalence of remote work is easy to see in the Business Park's parking lots, which are considerably less full three years after the initial pandemic lock downs. Fewer employees present in the Business Park means fewer customers for Cypress restaurants and service businesses.

Modeled on the Community Hot Plates program, the local catering program is recommended to encourage employers to bring staff back into the office and support local restaurants. The program provides $500 gift cards (geo-fenced to only work in Cypress) to the approximately 350 Business Park tenants, so they can host meals made by Cypress restaurants to entice employees to return to the office. The program will be operated in partnership with a company that specializes in managing gift card programs and can track usage and balances. Including administrative costs, the program will cost $190,000, including $175,000 that will directly support Cypress restaurants and be reinvested in the local economy.

BUDGET IMPACT

A total of $1 million of one-time monies have been set-aside and are available in the General Fund for Business Recovery and Support as part of the Pandemic Recovery Plan. The $365,000 associated with the first phase of recommended economic development programs will use a portion of these set-aside amounts.

LEGAL REVIEW

The City Attorney has reviewed the recommended programs and will approve any enabling agreements as to form.

APPROVED BY: Peter Grant, City Manager

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION OF FUNDS TO ASSIST ELIGIBLE CITY OF CYPRESS BUSINESSES AND APPROVING THE DONATIONS THERETO

WHEREAS, the City Council of the City of Cypress held a workshop on November 22, 2021, to discuss providing assistance for local businesses to fund business recovery efforts, which are consistent with the City's strategic plan goals;

WHEREAS, consistent with City Council direction, the City's Economic Development Subcommittee met in February 2023 to discuss specifically how to stimulate economic activity locally and reached consensus on recommending a total amount to be donated pursuant to the Development Fee Refund Program of $150,000;

WHEREAS, the Development Fee Refund Program assists businesses that missed all COVID support programs and paid development fees to the City from January 1, 2021, through May 31, 2021. Approximately 70 businesses were identified, with fees for planning, building, and/or water quality compliance, which fees ranged between $100 to $7,000, totaling approximately $150,000;

WHEREAS, the City Council finds that the aforementioned donations to Cypress businesses serves an additional important public purpose by assisting members of the Cypress business community and their employees address impacts resulting from the Coronavirus Pandemic and have lagged in recovering from such impacts, which incentives will, in turn, provide an benefit to City revenues by assuring the support of local economic activity;

NOW, THEREFORE, the City Council of the City of Cypress, California, resolves, determines and orders as follows:

1. That the City Council finds the above recitals true and correct.

2. That the City Council hereby finds that one-time donations of funds as part of the Development Fee Refund Program benefits the Cypress business community and its employees and thus serves the public purposes identified in the above recitals.

3. That the City Council hereby approves the aforementioned donations to Cypress businesses that meet the criteria of the above programs, as such criteria in in the specific amounts as shall be identified and further established by the City Manager or his

designee consistent with the description of the Development Fee Refund Program.

4. That the City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of April, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I, Alisha Farnell, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the _____ day of _____, 2023; by the following roll call vote:

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

_____
CITY CLERK OF THE CITY OF CYPRESS

CITY OF CYPRESS

CITY COUNCIL REPORT

City Council Regular **17.**

FROM: Peter Grant, City Manager

DATE: 04/10/2023

SUBJECT: **Discuss and Provide Direction Regarding City Council Consideration of Ordinance No. 1193 on April 24, 2023**

RECOMMENDATION

1. Provide direction regarding the portions of Ordinance No. 1193 the City Council will discuss at its April 24, 2023 meeting.

2. Direct Council Members to provide all proposed changes to the portions of Ordinance No. 1193 that the City Council will discuss at its April 24, 2023 meeting to the City Manager no later than 9:00 AM on Monday, April 17, 2023.

DISCUSSION

The City Council had an extensive discussion regarding Ordinance No. 1193 at its March 27, 2023 meeting. Ultimately, the City Council approved the first reading of an update to Ordinance No. 1193 that addresses the structure of the City Council meeting agenda, the rules of conduct and decorum of City Council meetings, and removes inconsistencies related to how Ordinance No. 1193 and Municipal Code Sections 2-1 and 2-2 (and subsections) are codified. Language contained in the ordinance and these Municipal Code sections that is unrelated to the structure of the City Council agenda and the rules of conduct and decorum of City Council meetings did not change (although it may have been reorganized). The second reading of the Ordinance No. 1193 update appears on the April 10, 2023 consent calendar and is recommended for approval.

When the City Council approved the first reading of the update to Ordinance No. 1193, it also directed that a discussion of the portions of the ordinance that are not related to the structure of the City Council meeting agenda, the rules of conduct and decorum of City Council meetings, or the Civility, Conduct, Ethics and Governance Policy (which supplements portions of Ordinance No. 1193) be added to a future City Council agenda. That discussion is planned for the April 24, 2023 City Council meeting.

A copy of the updated ordnance which highlights the portions that are not related to the structure of the City Council meeting agenda, the rules of conduct and decorum of City

Council meetings, or the Civility, Conduct, Ethics and Governance Policy is attached to this report. Based on City Council direction at the March 27, 2023 meeting, the discussion at the April 24, 2023 meeting will be confined to the highlighted sections. It is recommended the City Council review the attached, highlighted copy to ensure the April 24, 2023 agenda accurately reflects the City Council's direction, and to provide Council Members ample time to review and propose changes.

BUDGET IMPACT

None.

LEGAL REVIEW

None. The City Attorney will assist the City Council in any changes to the ordinance (and Municipal Code) that arise from the City Council's April 24, 2023 discussion.

APPROVED BY: Peter Grant, City Manager

Attachments

Highlighted Update of Ordinance 1193

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF CYPRESS, CALIFORNIA REPEALING AND REPLACING ORDINANCE NO. 1193 AND SECTIONS 2-1 AND 2-2 OF THE CYPRESS MUNICIPAL CODE RELATING TO THE CONDUCT OF CITY COUNCIL MEETINGS

WHEREAS, the City Council of the City of Cypress is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, on March 14, 2022, the City Council adopted Ordinance No. 1193 updating the rules of conduct and decorum, as well as the order of business of City Council meetings; and

WHEREAS, the publishing company for the Cypress Municipal Code noted some inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Section 2-2 and subsections thereunder; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend the order of business and make certain corrections to remove inconsistencies between Ordinance No. 1193 and Cypress Municipal Code Sections 2-1 and 2-2 and subsections thereunder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

Section 1. Repeal and Replacement of Ordinance No. 1193. The City Council hereby repeals Ordinance No. 1193 in its entirety and replaces it with this Ordinance.

Section 2. Amendments to Chapter 2. Sections 2-1 and 2-2, including all subsections thereunder, of the Cypress Municipal Code shall be amended in their entirety to read as follows:

2-1. City council meetings—Time of regular meetings.

The city council shall hold regular meetings at 5:30 p.m., on the second and fourth Mondays of each month. Said meetings shall be adjourned no later than 11:30 p.m., unless the majority of the council waives said adjournment time.

2-2. Same—Place.

Meetings of the city council shall be held at 5275 Orange Avenue, Cypress, or at such other locations as the city council may specify.

2-2.0. Definitions pertaining to open meeting compliance.

For the purposes of this chapter, the definitions of "legislative body," "regular meeting," and "special meeting" as set forth in Section 54950 et seq. of the

Government Code of the State of California shall apply.

2-2.1. Special meetings, call.

A special meeting may be called at any time by the presiding officer of the legislative body, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body, posting on the city's website, and to each local newspaper of general circulation, radio, or television station requesting notice in writing. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time of the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given in writing by electronic communication. The written notice may be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

2-2.2. Same—Adjourned meetings.

Any regular or adjourned regular or special meeting may be adjourned to a time certain but not beyond the next regular meeting date.

2-2.3. Same—Notice.

Notice shall be given of all meetings as required by state law.

2-2.4. Same - Agenda.

(a) The city clerk shall prepare an agenda of the council proceedings, which agenda shall be prepared in accordance with the order of business, and shall furnish each member of the council, the mayor, the city manager and city attorney with a copy of the same not less than seventy-two (72) hours prior to each regular meeting and not less than twenty-four (24) hours prior to each special meeting. Any council member wishing to add an item on the agenda shall adhere to the city council's adopted process for council members adding items to the agenda, as may be amended by the council from time-to-time. Matters that are not listed on the agenda shall not be presented to the council, except matters of an urgent or

emergency nature presented by the city manager as provided by Government Code Section 54954.2.

(b) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body, including the city council, may hold an emergency meeting without complying with either the twenty-four-hour notice requirement or the twenty-four-hour posting requirement of Government Code Section 54956 or both the notice and posting requirement. Meetings held in such emergency situations shall comply with Government Code Section 54956.5.

(c) The council may take action on any item of business not appearing on the agenda pursuant to the provisions of Government Code 54954.2.

2-2.4.1. Enforcement.

The provisions of this chapter shall be enforceable pursuant to the provisions of Government Code Sections 54960 through 54960.5, as said sections may be amended.

2-2.5. Same – Presiding Officer.

The mayor shall preside at the meetings of the council and shall preserve strict order and decorum at all regular and special meetings of the council. The mayor shall state every question coming before the council, announce the decision of the council on all subjects, except where the city clerk makes such announcement, and decide all questions of order subject however to an appeal to the council in which event a majority vote of the council shall govern and conclusively determine such question of order.

2-2.6. City council meetings – Call to order; temporary chairperson.

The mayor, or in his/her absence the mayor pro tempore, shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor or mayor pro tempore, the city clerk shall call the council meeting to order, whereupon a temporary chair shall be elected by the council members present. Upon the arrival of the mayor or mayor pro tempore, the temporary chair shall immediately relinquish the chair upon the conclusion of the business immediately before the council.

2-2.7. Same – Roll call.

Before proceeding with the business of the council, the city clerk shall call the roll of the council members and the names of those present shall be entered in the minutes.

2-2.8. Same – Quorum.

A majority of the council constitutes a quorum for the transaction of business, but a lesser number may adjourn from time to time and may cancel the meeting by a notice. The city clerk may also notice the adjournment or cancellation of a meeting for lack of a quorum.

2-2.9. Same – Order of business.

All meetings of the council shall be open to the public. Promptly at the hour set by law on the day of each regular meeting, the council members, city manager, city clerk and the city attorney shall take their assigned stations in the council chambers and the business of the council shall be taken up for consideration and disposition in the following order, unless otherwise changed by resolution of the council.

1. Call to order
2. Roll call
3. Oral communications on closed session/workshop items
4. Closed session; workshop
5. Presentations
6. Oral communications on agenda items
7. Consent calendar; minutes
8. Public hearings
9. New business
10. Items removed from consent calendar
11. Continued items
12. Items from council members
13. Oral communications on items not on the agenda
14. Council member reports from city-affiliated boards and committees, and remarks
15. Council member items for future consideration
16. City manager reports
17. Adjournment

2-2.10. Same—Approved minutes as official record of proceedings.

(a) Approval of minutes. Unless the reading of the minutes of a council meeting is requested by council member, such minutes may be approved without reading if the city clerk has previously furnished each member with a copy thereof. Minutes shall be approved by voice or roll call vote.

(b) Designated as official record. The approved written minutes constitute the official record of council proceedings and actions and are superior to any other

record, recordation, document, transcript, audio recording, video recording, or other memorial or writing of said proceedings and action. Any other recordings and records of council proceedings which may be deemed duplicate records shall be kept only as required by Government Code Section 34090.7 as it presently exists and as it may from time to time be amended. The council hereby authorizes the city clerk to store and destroy said duplicate records in accordance with said section of the Government Code.

(c) Subsections (a) and (b) shall apply to the minutes of the meetings of any city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency and the council have approved the same. The city clerk, and every board, commission, committee, task force, or agency secretary or clerk shall cause any recording made of the proceedings to assist in the preparation of the minutes to be destroyed in accordance with Government Code Section 34090.7.

(d) The provisions of this section shall apply to all minutes and recordings which have been approved by the body conducting the meeting and by the council.

2-2.11. Council meetings—Rules of debate.

(a) Presiding officer may debate and vote. The mayor, or in his/her absence, such other council member as may be presiding may move, second and debate from the chair, subject only to such limitations of debate per these rules imposed on all council members and shall not be deprived of any of the rights and privileges of a council member by reason of his/her acting as the presiding officer.

(b) Getting the floor. Every council member desiring to speak shall request to be recognized by the presiding officer, only speak after being so recognized, and confine him/herself to the question under debate.

(c) Interruptions. A council member, once recognized, shall not be interrupted when speaking unless it be to call him/her to order, or as herein otherwise provided. If a council member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined.

(d) Remarks of council member - When entered in minutes. Any council member may request, through the presiding officer, the privilege of having a written abstract of his/her statement on any subject under consideration by the city council entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session or at a recessed or adjourned session thereof.

Such motion must be made by one on the prevailing side, but may be seconded by any council member and may be made at any time and have precedence over all other motions or, while a council member has the floor, it shall be debatable.

(f) Rules of order. Except as otherwise provided in this chapter "Robert's Rules of Order", as revised and updated from time-to-time, shall govern the conduct of the meetings of the council.

2-2.12. Same—Addressing City Council—Generally.

(a) Opportunity to address legislative body. Every agenda for regular meetings of any legislative body, including the city council, of the City of Cypress shall provide an opportunity for members of the public to directly address the legislative body on items of interest to the public that are within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by Government Code Section 54954.(b). The legislative body may adopt reasonable regulations to ensure that the intent of this section is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The rules pertaining to addressing the council shall also apply equally to all city board, commission, committee, task force, or agency after the board, commission, committee, task force, or agency created by the council.

(b) Oral communications. Each member of the public addressing the council shall step up to the microphone in front of the podium, give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the council, shall limit his/her address to the time allotted on the agenda for public comments. Members of the public may address the council by oral communications on any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the city council. All remarks shall be addressed to the legislative body as a body and not to an individual council member. No person, other than the council and the person having the floor shall be permitted to participate in the discussion, without the permission of the presiding officer. No member of the public may ask a direct question shall to a council member except through the presiding officer. In discussion of any issue before the council, members of the public and of the council must confine themselves to the question before the council.

(c) Spokesperson for group of persons. Whenever any group of persons wishes to address the council on the same subject matter, the presiding officer may request that a spokesperson be chosen by the group to address the council, and in case additional matters are to be presented at the time by any other member of said

group, to limit the number of persons so addressing the council so as to avoid unnecessary repetition before the council.

(d) Written communications. Interested parties or their authorized representatives may address the council by written communications in regard to matters then under discussion.

(e) Public hearings and protests. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer, and street proceedings, hearings on protests, appeals, and petitions, or similar matters in regard to matters then under consideration.

2-2.13. Same—Same—After motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the Presiding Officer.

2-2.14. Reserved.

2-2.15. Council meetings—Decorum.

(a) By council members.

1. Conduct. While the council is in session, the council members must preserve order and decorum, and a council member shall neither by conversation, by the utterance of loud, threatening, profane or abusive language, or by engaging in any other disorderly conduct at any council meeting, delay or interrupt the council proceedings. A council member's persistence in discussing an agenda item or any other matter before the council after the matter has been called to a vote, shall constitute a violation of this subsection. Council members shall obey the orders of the council or the presiding officer. The following rules shall be obeyed:

i. Council members shall keep any remarks clear, concise and on-topic.

ii. When there are differences of opinion, council members shall focus on debating the facts of the situation and avoid personalities. Council members should seek to build on the ideas of others and look for common ground.

iii. Council members shall be prepared at council meetings, including by reading their agendas with enough time to ask questions prior to the council meeting. Every effort will be made to

ask questions before the council meeting so that the city manager or the city attorney, as applicable, has ample time to research the question before the council meeting.

iv. Council members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

2. Censure. A violation of these rules of decorum or the adopted civility, conduct and governance policy by a council member shall be subject to the below enforcement provisions. Any council member may make a motion for a vote to censure or for a vote for removal or ejection as set forth herein.

i. Resolution of censure. Any council member who reasonably believes that another council member is violating these rules of decorum or the adopted civility, conduct and governance policy shall be allowed to request an agenda item be presented, in accordance with the procedures for requesting future agenda items, calling for staff to bring back a draft resolution of censure by identifying the council member, and that council member's speech, actions or behavior, that he/she believes constitutes such violation. Once approved to be presented to the council for consideration, the resolution of censure may be approved by a majority of the council and may contain the penalties described below. Upon such motion, all council members present shall immediately vote on the motion and state whether they agree that the identified speech, actions or behavior constitutes a violation and justifies a vote of censure. If a majority of the council members present a vote for censure, then that vote shall be duly noted by the city clerk and the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal, any council member shall be entitled to make a motion to overturn the vote of censure. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such censure from the record. Motions to overturn a vote of censure may only be made at the meeting at which the vote of censure was made. This subsection contemplates no other administrative remedy to a vote of censure other than the two (2) minute rebuttal. If not so overturned, the resolution of censure shall be adopted.

ii. Fines for censure. Any council member who is censured by the City Council may be subject to a one hundred dollar ($100.00) fine per censure. Such fine(s) shall be paid to the city clerk

within thirty (30) days of the date imposed. Failure to pay such fine(s) within sixty (60) days shall give rise to a civil action by the city for collection, or shall be deducted or offset from the council member's compensation or per diem entitlements.

iii. Revocation of special privileges. Any council member who is censured by the council shall be subject to revocation of his/her committee assignments, regional boards and commissions, and community-generated board/committee appointments; suspension of official travel, conference participation, access to a city credit card, council salary, stipends, and ceremonial titles.

iv. Removal. Any council member who is censured by a majority of the council during a council meeting, in addition to the attendant fines, shall also be subject to a vote, upon motion by any council member, by a majority of the council present, to remove such offender from the council meeting. If a majority of the council votes for removal, then the subject of that vote shall have two (2) minutes to make a rebuttal stating why the vote should be overturned. After such rebuttal any council member shall be entitled to make a motion to overturn the vote to remove. If such motion is approved by a majority vote of those council members present, then the city clerk shall remove such vote from the record. If the vote to remove is not overturned, then such vote shall remain part of the administrative record and resolution of censure. Motions to overturn a vote of removal may only be made at the meeting at which the vote of removal was made. If the offending council member does not leave voluntarily, the presiding officer may order any law enforcement officer who is on duty at the council meeting as sergeant at arms to remove the offender from the council chambers. It shall be the duty of any law enforcement officer who is serving as sergeant at arms at the council meeting to carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum, including the removal of disruptive council members and/or members of the public.

v. Resisting removal; penalty. Any council member or member of the public who resists removal by the sergeant at arms shall be guilty of a misdemeanor.

3. Motion to enforce. If the presiding officer fails to enforce the rules set forth above, any council member may move to require the presiding officer to do so, and an affirmative vote of a majority of the council shall mandate such action. If the presiding officer fails to carry out the will of a

majority of the council the majority may designate another council member to act as the presiding officer for the limited purpose of enforcing any provision of this subsection which it desires to enforce.

(b) By other persons. Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the council shall be forthwith, by directive of the presiding officer, be barred from further audience at said meeting before the council unless permission to continue is granted by a majority vote of the council.

2-2.16. Same – Same – Enforcement.

The Chief of Police or such member or members of the Police Department as he/she may designate shall be Sergeant-at-Arms of the Council meetings. He/she shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms or designee to place any person who violates the order and decorum of the meeting under arrest, and cause him/her to be prosecuted under the provisions of this Code or state law.

2-2.17 Same—Entering protest of city council action in minutes.

Any member at his request shall have the right to have the reasons for his dissent from or protest against any action of the council entered on the minutes.

2-2.18. Same—Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be prepared by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council or requested in writing by any member of the council, the presiding officer or the city manager or prepared by the city attorney on his own initiative.

(b) Prior approval by administrative staff. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney or his authorized representative and shall have been examined and approved for the administration by the city manager or his authorized representative where there are substantive matters of administration involved.

(c) Introducing for passage or approval. Ordinances, resolutions and other matters or subjects requiring action by the council must be introduced and sponsored by a member of the council, except that the mayor, city manager or city attorney may present ordinances, resolutions and other matters of subjects to the council, and

any councilman may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

2-2.19. Same—Voting—Roll call vote.

A roll call vote shall be taken upon the passage of all ordinances and resolutions and be entered upon the journal of the proceedings of the council. Upon request of any member, a roll call vote shall be taken and recorded on any vote. Whenever a recorded or roll call vote of the council is in order, the city clerk shall call the names of the members in alphabetical order, except that the name of the presiding officer shall be called last.

2-2.20. Same—Same—Disqualification and abstention.

No city council member shall be permitted to disqualify him/herself if such disqualification results in a tied vote unless such disqualification shall have been approved by the city attorney or by vote of the remainder of the council. Unexcused disqualification and abstentions shall be counted by the city clerk as a vote in favor of the particular motion.

2-2.21. Same—Motion to adjourn.

A motion to adjourn shall always be in order and decided without debate.

2-2.22. Same—Code of ethics.

The following principles shall constitute the Cypress code of ethics, applicable to all council members. Council members, upon the adoption of this ordinance or upon entering office, shall sign a statement affirming they read and understood the code of ethics. In addition, this code of ethics shall be periodically reviewed and updated by the council.

(a) Act in the public interest. Recognizing that stewardship of the public interest must be their primary concern, council members will work for the common good of the community and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the council.

(b) Comply with the law. Council members shall comply with the laws of the nation, the State of California and the City of Cypress in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; the Charter; the Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Council members shall also comply with all applicable city policies and procedures.

(c) Conduct of council members. The professional and personal conduct of council members must be above reproach and should avoid even the appearance of impropriety. Council members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other council members, city staff or public.

(d) Respect for process. Council members shall perform their duties in accordance with the processes and rules of order established by the council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the council by city staff.

(e) Incompatible employment. No council member shall engage in or accept private employment, or render services for private interests, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

(f) Use of public property. No council member shall request or permit the use of city owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, and in the same manner as available to the public, or are provided as city policy for the use of such official in the conduct of official business. No official shall use the time of any city employee during working hours for personal purposes.

(g) Contracts with city. Council members shall not have a financial interest in any business transaction, or contract with the city, or in the sale of real estate, materials, supplies or services to the city, except as permitted in the conflict of interest statutes of the state.

(h) Disclosure of interest in legislation. A council member who has a financial or other private interest in any legislation shall disclose on the records of the city council or other appropriate authority the nature and extent of such interest.

(i) Conflict of interest. In order to assure their independence and impartiality on behalf of the common good, council members shall not use their official positions to influence government decisions in which they have a material financial interest. In accordance with the law, council members shall disclose investments, interests in real property, sources of income and gifts; and abstain from participating in deliberations and decision-making where conflicts, as determined under applicable laws, may exist. Council members should endeavor to consult with the city attorney before any council meeting to allow an evaluation by the city attorney of any potential conflict.

(j) Confidential information. Council members shall respect the

confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) Advocacy. When representing the city while serving on or appearing before other government agencies or in court, council members shall represent the official policies or positions of the council to the best of their ability when designated as delegates for this purpose. When representing the city while serving on or appearing before other government agencies or in court, council members shall advocate policies that are in the best interest of the city over their own personal interests. When presenting their individual opinions and positions, council members shall explicitly state they do not represent the council or the city, and shall not allow the inference that they do.

(l) Positive workplace environment. Council members shall support positive and constructive workplace environment for city employees and for citizens and businesses dealing with the city. Council members shall recognize their special role in dealings with city employees not provide direction to city staff in violation of the city charter.

2-2.22.1. Vacancy on commissions upon filing of nomination papers for city council.

Whenever a member of the recreation and community services commission, senior citizens commission, traffic commission, or any other board or commission officially adopted by ordinance of the city council, as the case may be, is nominated for the office of city council by the filing of nomination papers designating such person as a candidate for the office of city council, the office of such person so nominated on the recreation and community services commission, senior citizens commission, traffic commission or any board or commission officially adopted by ordinance of the city council, as the case may be, shall be immediately and automatically rendered vacant and the city clerk shall immediately notify the city council of that fact, and the vacancy may be filled in the manner provided by law.

2-2.23. City council to serve as planning commission.

The city council hereby is designated as the planning commission of the City of Cypress. Except as otherwise provided for by resolution of the city council, any meeting of the city council shall also be deeded to be a meeting of the planning commission.

Section 3. Effective date. This Ordinance shall become effective thirty (30) days from its

adoption.

Section 4. <u>Certification</u>. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of _____, 2023.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the _____ day of _____, 2023, by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS